EXHIBIT 1

[Agreement]

EXECUTION COPY

PURCHASE AGREEMENT

Dated as of June 15, 2009

Between

RHJ INTERNATIONAL S.A.

and

METALDYNE CORPORATION

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PURCHASE AGREEMENT (this "Agreement") dated as of June 15, 2009, by and between RHJ INTERNATIONAL S.A., a company organized under the laws of Belgium ("Buyer"), and METALDYNE CORPORATION, a Delaware corporation (the "Company"), as a debtor and debtor-in-possession under chapter 11 of title 11 of the United States Code, §§101, et seq. (as amended, the "Bankruptcy Code").

WHEREAS the Company and the other Seller Corporations (such term, and each other capitalized term used but not otherwise defined in this Agreement, having the meaning given to it in Section 8.02) desire to sell, and Buyer desires to cause a newly formed Subsidiary of Buyer ("Newco") to purchase, the business of the Company and its Subsidiaries, as conducted on the date hereof, consisting of the design, manufacture production, marketing, packaging and sale of powertrain, sintered and vibration control products, including aluminum valve bodies and differential gears and assemblies and including activities related to the Transferred Facilities and the Transferred Entities (excluding the Excluded Businesses, the "Business");

WHEREAS on May 27, 2009 (the "Petition Date"), each of the Seller Corporations filed a voluntary petition commencing a case under chapter 11 of the Bankruptcy Code (the "Bankruptcy Cases") in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") and is the debtor and debtor in possession in the applicable Bankruptcy Case;

WHEREAS one or more of the Seller Corporations directly or indirectly owns all of the equity interests in each of the Transferred Entities;

WHEREAS the Seller Corporations and the Transferred Entities conduct the Business primarily at the facilities located in (a) Ridgway, Pennsylvania, North Vernon, Indiana, Plymouth, Michigan, St. Marys, Pennsylvania, Warren, Michigan, Bluffton, Indiana, Litchfield, Michigan and Twinsburg, Ohio (the "U.S. Facilities") and (b) Ramos Arizpe, Mexico, Valencia, Spain, Indaiatuba, Brazil, Zell, Germany, Oslavany, Czech Republic, Nürnberg, Germany, Lyon, France, Halifax, United Kingdom, Barcelona, Spain, Suzhou, China, Jamshedpur, India, Dieburg, Germany, Luxembourg and Japan (the "Foreign Facilities"), and Buyer shall have the right pursuant to Section 1.08 to elect to exclude from the Purchased Assets one or more of the U.S. Facilities and Foreign Facilities (and to the extent applicable, related Transferred Entities) located in (i) Ridgway, Pennsylvania, (ii) North Vernon, Indiana, (iii) Plymouth, Michigan, (iv) Twinsburg, Ohio, (v) Barcelona, Spain, (vi) Suzhou, China, (vii) Jamshedpur, India, (viii) Dieburg, Germany, (ix) Luxembourg and (x) Japan (each, an "Option Facility");

WHEREAS the Seller Corporations own the Purchased Assets (including the Transferred Equity Interests) and, upon the terms and conditions set forth in this Agreement and pursuant to Sections 363 and 365 of the Bankruptcy Code, each of the Seller Corporations desires to transfer, sell, convey, assign and deliver to Newco, and Buyer desires to cause Newco to purchase, acquire and accept, the Purchased Assets (including the Transferred Equity

Interests) free and clear of all Liabilities (other than the Assumed Liabilities, the Transferred Entity Liabilities and Permitted Encumbrances);

WHEREAS upon the terms and conditions set forth in this Agreement and pursuant to Sections 363 and 365 of the Bankruptcy Code, Buyer is willing to cause Newco to assume, and each of the Seller Corporations desires to assign and transfer to Newco, the Assumed Liabilities;

WHEREAS Buyer and the Company contemplate that this Agreement shall serve as the "Stalking Horse Bid" in each of the Bankruptcy Cases and be subject to higher or otherwise better offers pursuant to the Bidding Procedures; and

WHEREAS Buyer and the Company desire to consummate the Acquisition as promptly as practicable after the entry of the Sale Order by the Bankruptcy Court.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained in this Agreement, and subject to the conditions set forth herein, the parties hereto agree as follows:

ARTICLE I

The Acquisition

Section 1.01. The Acquisition. (a) Pursuant to Sections 363 and 365 of the Bankruptcy Code, and upon the terms and subject to the conditions set forth in this Agreement, at the Closing the Company shall, and shall cause the other Seller Corporations to, transfer, sell, convey, assign and deliver to Newco, and Buyer shall cause Newco to purchase, acquire and accept from the Seller Corporations, free and clear of all Liabilities (other than the Assumed Liabilities, the Transferred Entity Liabilities and Permitted Encumbrances), all of the Purchased Assets (including the Transferred Equity Interests, which shall be free and clear of all Liens) for (i) the Cash Purchase Price, subject to adjustment as provided in Section 2.03, (ii) the assumption of the Assumed Liabilities by Newco, (iii) the issuance by Newco to the Company in trust for all of the Seller Corporations of a New Term Note in an aggregate principal amount of $50,000,000 and (iv) the exchange of the €15,000,000 demand note issued by Metaldyne GmbH to RHJI Services S.A. (the "Demand Note") for a New Term Note issued by Newco in an aggregate principal amount of €15,000,000, in satisfaction of the corresponding intercompany debt owed by Metaldyne Company LLC to Metaldyne GmbH (which, at Buyer's option, shall be either cancelled by Metaldyne GmbH or assumed by Newco) (the "Demand Note Exchange"). The purchase and sale of the Purchased Assets (including the Transferred Equity Interests and the assumption and assignment of the Assigned Contracts) and the assumption of the Assumed Liabilities are collectively referred to in this Agreement as the "Acquisition".

(b) The transfer, sale, conveyance and assignment of the Purchased Assets shall, except as otherwise stated in this Section 1.01(b), be effectuated by the execution and delivery at the Closing by the Seller Corporations of one or more bills of sale, substantially in the form attached hereto as Exhibit A (the "Bills of Sale"), together with any reasonably necessary transfer declarations or other filings, and such other instruments of transfer, sale, conveyance and

assignment as Buyer shall reasonably request to vest in Newco or another Affiliate of Buyer as may be specified by Buyer good and valid title to the Purchased Assets (other than the Transferred Equity Interests), in form and substance as Buyer shall reasonably request, including deeds pertaining to Transferred Facilities, and assignments regarding all Transferred Intellectual Property Rights (including the execution and delivery at the Closing by the Seller Corporations of a general assignment of all applicable trademarks and trademark applications owned by the Seller Corporations to Newco or another Affiliate of Buyer as may be specified by Buyer) (collectively, the "Transfer Documents"). The transfer and sale of the Transferred Equity Interests of each Purchased Company shall be effectuated, if required under applicable law, by the execution and delivery at the Closing by Newco (or another Affiliate of Buyer as specified by Buyer) and the applicable Seller Corporation of a short-form stock purchase agreement (each, a "Transferred Entity Stock Purchase Agreement"), substantially in the form attached hereto as Exhibit B. Pursuant to this Agreement, the Seller Corporations will not sell to Newco, and Newco will not purchase, any of the Excluded Assets.

(c) At the Closing, the Company shall, and shall cause the other Seller Corporations to, assign and transfer to Newco, and Buyer shall cause Newco to assume, the Assumed Liabilities by the execution and delivery at the Closing by Newco and the Seller Corporations of one or more assignment and assumption agreements, substantially in the form attached hereto as Exhibit C (the "Assignment and Assumption Agreements"). Notwithstanding any other provision in this Agreement to the contrary, (i) Newco will assume only the Assumed Liabilities and will not assume any other Liability of the Seller Corporations (or any predecessor of the Seller Corporations or any prior owner of all or part of the Seller Corporations' businesses, assets or properties) of whatever nature, whether presently in existence or arising hereafter, and (ii) Buyer shall not assume or be liable for in any respect any Assumed Liabilities.

(d) At least three business days prior to the Closing Date, Buyer and the Company shall mutually agree on a reasonable and good faith estimate of the Net Settlement Amount (the "Estimated Net Settlement Amount").

Section 1.02. Purchased Assets and Excluded Assets. (a) The term "Purchased Assets" means all of the right, title and interest of the Seller Corporations in, to and under the following:

(i) all pre-paid expenses, advance payments, prepayments, security deposits, deferred charges, letters of credit and other deposits (excluding utility security deposits) included in pre-paid assets (excluding deposits related to Contracts that are not Assigned Contracts) and other current assets (other than any Accounts Receivable), in each case, of the Seller Corporations, and, in each case, to the extent used in, or to the extent related to, the Business, and any claim, cause of action, remedy or right related to the foregoing;

(ii) all inventory, wherever located, including all raw materials, work-in-progress, finished goods, spare parts, packaging materials, factory supplies, perishable tooling, maintenance repairs and other supplies that are owned, leased or licensed by the Seller Corporations, in each case, to the extent used in, or to the extent related to, the Business, including such inventory held at any location controlled by any of the Seller Corporations, such inventory previously purchased and in transit and any such inventory

paid for but not yet delivered or received by any of the Seller Corporations (collectively, the "Transferred Inventory");

(iii) all accounts, accounts receivable and other rights to payments (including notes receivable) ("Accounts Receivable"), other than Accounts Receivable that have been factored, of the Seller Corporations, in each case, to the extent related to the Business and due from a Specified Customer (the "Transferred Accounts Receivable");

(iv) all rights, claims, credits, causes of action or rights of set-off or recoupment, whether choate or inchoate, known or unknown, contingent or non-contingent, of any of the Seller Corporations (A) to the extent used in, or to the extent related to, the Business (other than those related to an Excluded Asset or an Excluded Liability), or to the extent related to any Purchased Asset or any Assumed Liability, including, to the extent transferable, all claims pursuant to guarantees, representations, warranties, indemnities and similar rights made by suppliers, manufacturers, contractors and other third parties in favor of any of the Seller Corporations in respect of the Business, any other Purchased Asset, any Assumed Liability or any Transferred Entity, but excluding Avoiding Power Actions and Excluded Actions or (B) against Buyer or any of its Affiliates or Subsidiaries, including the Transferred Entities;

(v) (A) all tangible property and interests therein, wherever located, including all machinery, equipment, furniture, vehicles, tools, tooling, dies, fixtures, computers (including all computer hardware, networking and communication assets and servers) and maintenance parts and other items of tangible personal property (collectively, "Personal Property") owned by the Seller Corporations, in each case, to the extent used in, or to the extent related to, the Business, and including such Personal Property held at any location controlled by any of the Seller Corporations (including at any Transferred Facility), such Personal Property previously purchased and in transit and any such Personal Property held by a customer or prospective customer of any of the Seller Corporations and (B) all Personal Property held at or regularly used at any Transferred Facility (the "Transferred Personal Property");

(vi) the fee-owned real property, leaseholds, subleaseholds, and other interests of the Seller Corporations in the real property set forth in Section 1.02(a)(vi) of the Company Disclosure Schedule, other than any Excluded Facility, in each case including all interests of the Seller Corporations in the underlying land, all buildings, structures and improvements thereon, all fixtures and fittings attached thereto and contained therein, together with all appurtenances thereto (the "Transferred Facilities");

(vii) all Intellectual Property Rights of the Seller Corporations (including all related documentation and data in all forms and formats in which it exists), to the extent used in, or to the extent related to, the Business (the "Transferred Intellectual Property Rights");

(viii) all approvals, authorizations, certificates, filings, franchises, licenses, notices and permits of or with any Governmental Entity (collectively, "Permits") issued to, owned, used or possessed by the Seller Corporations to the extent used in, or to the

extent related to, the Business or any Transferred Facility, including any pending application of any of the Seller Corporations to a Governmental Entity for or with regard to such a Permit, in each case to the extent transferable under applicable law (collectively, the "Transferred Permits");

(ix) all Contracts of the Seller Corporations set forth on Schedule A hereto (as such Schedule may be amended pursuant to Section 1.04) (the "Assigned Contracts"), including all rights under the collective bargaining agreements applicable to the Transferred Facilities located in St. Marys, Pennsylvania and Litchfield, Michigan (such agreements, the "CBAs");

(x) all existing product literature, customer, vendor and supplier lists, other distribution lists, files, documents and correspondence relating to customers, suppliers and vendors of the Business, sales, advertising and promotional literature, manuals, equipment and products drawings, blueprints and schematics and all other business, financial, personnel (to the extent related to the Transferred Employees), accounting records, Property Tax records relating to the Purchased Assets, files, books and documents (including books of account, ledgers, general records, files, invoices, billing records and regulatory records but excluding corporate records (other than corporate records of the Transferred Entities) and Tax Returns and related work papers or other records required to be retained by the Seller Corporations pursuant to applicable law) (collectively, "Records"), in each case, in any form or medium, of the Seller Corporations and, in each case, to the extent available and used in, or to the extent related to, the Business (collectively, the "Transferred Records");

(xi) subject to Section 1.08(b), the Transferred Equity Interests owned by the Seller Corporations;

(xii) all goodwill of the Seller Corporations to the extent related to the Business or to the extent related to the Purchased Assets or the Transferred Entities;

(xiii) to the extent not otherwise included in the Transferred Personal Property or Transferred Intellectual Property, all office furniture, fixtures, equipment, computers, paper and electronic files, information and records, software, ERP IT systems and other technology, supplies and Personal Property used in any office of any Seller Corporation or in any IT system located at a Transferred Facility or by any Transferred Entity (the "Infrastructure");

(xiv) all assets of or relating to (A) any Company Benefit Plan that are transferred to any employee benefit plan maintained by Buyer or any of its Affiliates as expressly provided in Section 5.06 or (B) any Assumed Benefit Plan (collectively, the "Transferred Benefit Plan Assets"); and

(xv) all other assets, properties and rights (whether tangible or intangible) of the Seller Corporations to the extent used in, or to the extent related to, the Business and not enumerated in clauses (i) through (xiv) above.

Notwithstanding anything to the contrary set forth herein, (i) the Purchased Assets shall not include any Excluded Assets, which are to be retained by the current owner thereof and not sold or assigned to Buyer or any of its Affiliates and (ii) the transfer of the Purchased Assets pursuant to this Agreement shall not include the assumption of any Liability related to the Purchased Assets unless Buyer expressly assumes, or otherwise agrees to cause to be paid, that Liability pursuant to Section 1.03.

(b) The term "Excluded Assets" means:

(i) all cash, cash equivalents and short-term investments of the Seller Corporations;

(ii) all rights of the Seller Corporations to receive refunds, credits and credit carry forwards with respect to any Taxes of the Seller Corporations;

(iii) all insurance policies, performance and surety bonds, escrows, indemnities and related claims and proceeds of the Seller Corporations together with any claim, action or other right any Seller Corporation may have for insurance coverage, in each case including any proceeds received from any such policy or contract prior to, on or after the Closing Date;

(iv) all prepaid insurance premiums, security deposits and professional fee retainers of the Seller Corporations to the extent not exclusively related to the Business or a Transferred Facility and all utility security deposits related to the Business;

(v) all personnel Records to the extent not included in the Transferred Records and all assets of or relating to any Company Benefit Plan, other than the Transferred Benefit Plan Assets;

(vi) all claims accruing in favor of a Seller Corporation's bankruptcy estate under Sections 544, 545 and 547-551 of the Bankruptcy Code (each, an "Avoiding Power Action") and all proceeds thereof and all claims to the extent related to or arising from the Excluded Businesses, an Excluded Contract or an Excluded Liability (each, an "Excluded Action");

(vii) any legal or beneficial interests in the share capital of any Affiliate of any Seller Corporation (including the capital stock of any Seller Corporation) other than the Transferred Entities, including associated stock registers and similar records;

(viii) any interest in real property of the Seller Corporations other than the Transferred Facilities;

(ix) all assets exclusively used in or related to discontinued operations or the design, manufacture production, marketing, packaging or sale of chassis or balance shaft modules (collectively, the "Excluded Businesses");

(x) any Contract that is not an Assigned Contract and any purchase orders issued by the Seller Corporations to suppliers of the Business (the "Excluded Contracts");

(xi) all Accounts Receivable of the Seller Corporations other than the Transferred Accounts Receivable; and

(xii) all rights of the Seller Corporations under this Agreement and the other agreements and instruments executed and delivered in connection with this Agreement (the "Transaction Documents").

Section 1.03. Assumed Liabilities and Excluded Liabilities. (a) Assumed Liabilities. Upon the terms and subject to the conditions of this Agreement, Buyer agrees, effective at the Closing, to cause Newco to assume only the following Liabilities of the Seller Corporations, in each case, except to the extent any of such Liabilities are Excluded Liabilities (the "Assumed Liabilities"):

(i) all accounts payable and trade payables to the extent related to the Business (A) that relate to the period beginning on the Petition Date or that are entitled to administrative priority status under Section 503(b)(9) of the Bankruptcy Code (collectively, the "Administrative Claims") in an aggregate amount not to exceed the sum of $3,000,000 plus up to an additional $1,500,000 in Administrative Claims that the Company designates for assumption by Buyer or (B)that relate to periods beginning after the Closing Date or that arise after the Closing (collectively, the "Assumed Accounts Payable");

(ii) all Liabilities (A) that Buyer has specifically agreed to assume pursuant to Section 5.06, (B) with respect to any Assumed Benefit Plan and (C) with respect to Transferred Employees (other than Liabilities that the Seller Corporations have specifically agreed to retain) that arise after the Closing (the "Covered Employee Liabilities");

(iii) all Liabilities arising after the Closing Date from the ownership of the Business or the Purchased Assets (other than Liabilities of the Transferred Entities, which shall remain solely Liabilities of the Transferred Entities), including those related to customer or vendor purchase orders and the Assigned Contracts and including those constituting Environmental Liabilities but only to the extent resulting or arising from acts or omissions occurring after the Closing;

(iv) all Liabilities (including, subject to Section 2.03(a)(ii), all Cure Amounts) under the Assigned Contracts (including the CBAs); and

(v) all Liabilities for Taxes to the extent related to the Business or the Purchased Assets for Post-Closing Tax Periods (other than Transferred Entity Liabilities, which shall remain solely Liabilities of the Transferred Entities).

(b) Excluded Liabilities. Notwithstanding any other provision of this Agreement, Newco shall not assume or be liable for any of the following Liabilities of the Seller

Corporations (whether or not asserted, accrued, contingent, at law or in equity or otherwise (including any Liability based on successor liability theories), scheduled or evidenced by a filed proof of claim or other form of writing evidencing such claim filed in the Bankruptcy Cases, secured, unsecured, priority or administrative) (the "Excluded Liabilities"):

(i) except for any Assumed Accounts Payable, Cure Amounts under Assigned Contracts and Liabilities under the CBAs, to the extent expressly assumed under Section 1.03(a), all Liabilities of the Seller Corporations under Assigned Contracts (A) relating to periods ending on or prior to the Closing Date or (B) arising prior to the Closing;

(ii) any Liability of any of the Seller Corporations to the extent that it relates to, or to the extent that it arises out of, any Excluded Asset (including Liabilities under any Contract of any of the Seller Corporations that is not an Assigned Contract), whether accruing prior to, at or after the Closing;

(iii) all Liabilities to the extent relating to or arising from any Seller Corporation at any time being the owner or occupant of, or the operator of the activities conducted at, the Transferred Facilities (A) relating to periods ending prior to the Closing Date or (B) arising prior to the Closing;

(iv) all Excluded Environmental Liabilities;

(v) all Liabilities of any of the Seller Corporations for Taxes;

(vi) all Liabilities for Indebtedness of the Seller Corporations;

(vii) all fees, commissions, expenses and other Liabilities owing to any broker, investment banker, financial advisor, outside counsel, auditing firm or consultant retained by or on behalf of any Seller Corporation, whether relating to the transactions contemplated by this Agreement or otherwise;

(viii) all Liabilities relating to employment or employee benefits with respect to current and former employees of the Business, including any unfunded pension liabilities or retiree medical benefits (whether pursuant to the Collective Bargaining Agreements or otherwise) and workers' compensation benefits, other than the Covered Employee Liabilities and any Liabilities expressly assumed under the CBAs pursuant to Section 1.03(a);

(ix) all suits, claims, actions, arbitrations, investigations or proceedings ("Litigation") and all Liabilities arising in connection therewith in respect of the conduct of any business of any of the Seller Corporations (including any Litigation in respect of any workers' compensation matters and all Liabilities arising in connection therewith);

(x) all Liabilities of the Seller Corporations in respect of accounts payable or trade credit that does not constitute Assumed Accounts Payable; and

(xi) except to the extent expressly assumed under Section 1.03(a), all Liabilities relating to or arising from the operation of the Business or the ownership of the Purchased Assets before the Closing Date.

Section 1.04. Assigned Contracts. (a) At the Closing, the Company shall, and shall cause the other Seller Corporations to, pursuant to the Sale Order, the Assignment and Assumption Agreements and other Transfer Documents, assume and sell and assign to Newco (or another Affiliate of Buyer designated by Buyer), the Assigned Contracts.

(b) Notwithstanding anything herein to the contrary, (i) at any time during the period commencing on the date of this Agreement and ending on the date that is five calendar days prior to the date of the Auction (the "Designation Period"), Buyer may (A) amend Schedule A hereto and, by doing so, designate any Pending Contract not then listed on Schedule A as an Assigned Contract or designate any Contract listed on Schedule A as an Excluded Asset and (B) designate any Pending Contract as an Excluded Asset, in either case by notifying the Company in writing of such designation at any time on or before the last day of the Designation Period and (ii) in the event an Auction is conducted in accordance with the Bidding Procedures, at any time during the Auction, Buyer may further amend Schedule A hereto to designate (A) any Pending Contract as an Assigned Contract, (B) any Contract previously designated as an Excluded Asset as an Assigned Contract or (C) any Contract previously designated as an Assigned Contract as an Excluded Asset. Any Pending Contract not designated by Buyer as an Assigned Contract or an Excluded Asset on or before the last day of the Designation Period shall be deemed to be an Excluded Asset for all purposes under this Agreement (unless such Contract is later designated by Buyer as an Assigned Contract during the Auction in accordance with clause (ii) of the immediately preceding sentence). Any Pending Contract designated as an Assigned Contract or an Excluded Asset, as applicable, under this Section 1.04(b) shall be understood and agreed to be an Assigned Contract or Excluded Asset, as applicable, for all purposes under this Agreement as if such Pending Contract were an Assigned Contract or Excluded Asset, as applicable, on the date of this Agreement.

(c) The Bidding Procedures Order shall provide that the counterparty to each Assigned Contract and Pending Contract to which any Seller Corporation is a party or by which any Seller Corporation or any of its assets or properties are bound shall be provided adequate notice of (i) the assignment and assumption of such Contract and (ii) the proposed Cure Amount as set forth in such Seller Corporation's books and records.

(d) Notwithstanding anything in this Agreement to the contrary, this Agreement shall not constitute an agreement to assign any Assigned Contract which, after giving effect to the provisions of Section 365 of the Bankruptcy Code, is not assignable or transferable without the consent of any Person, other than the Seller Corporations, any of their respective Affiliates or Buyer, to the extent that such consent shall not have been given prior to the Closing, provided, however, that the Company shall, and shall cause the other Seller Corporations to, use, whether before or after the Closing, its commercially reasonable efforts to obtain all necessary consents to the assignment and transfer thereof, it being understood that, to the extent the foregoing shall require any action by any Seller Corporation that would, or would continue to, have an adverse

effect on the business of Buyer or any of its Affiliates after the Closing, such action shall require the prior written consent of Buyer.

(e) With respect to any Assigned Contract that is not included in the Purchased Assets or assigned to Newco (or another Affiliate of Buyer) by reason of Section 1.04(d) (the "Nonassigned Contracts"), the Company shall, or shall cause the applicable Seller Corporation to, continue after the Closing to use its commercially reasonable efforts to obtain the requisite consents to the assignment and transfer thereof as provided in Section 1.04(d); provided that until such requisite consents are obtained and the applicable Nonassigned Contract is transferred and assigned to Newco (or another Affiliate of Buyer) or until such Nonassigned Contract becomes an Excluded Asset pursuant to this Section 1.04(e), the Company shall (and shall cause the Seller Corporations and their respective Affiliates to) cooperate in any lawful and reasonable arrangement reasonably proposed by Buyer under which Newco shall enjoy the beneficial interest of the economic claims, rights and benefits and perform the obligations under the Nonassigned Contract with respect to which the consent has not been obtained in accordance with this Agreement. Upon obtaining the requisite third-party consents with respect to any Nonassigned Contracts, such Contracts shall be transferred and assigned to Newco (or another Affiliate of Buyer) hereunder. Notwithstanding anything to the contrary set forth herein, to the extent that any Assumed Liability relates to any Nonassigned Contract, such Assumed Liability shall be deemed to be an Excluded Liability unless and until such Nonassigned Contract is transferred and assigned to Newco (or another Affiliate of Buyer), or unless Newco obtains the beneficial interest of the economic claims, rights and benefits (but solely to the extent of such claims, rights and benefits) of such Nonassigned Contract under this Section 1.04(e). Notwithstanding the foregoing, if any Final Order provides that any Nonassigned Contract shall not be transferable and assignable to Newco, such Nonassigned Contract shall be deemed to be an Excluded Asset for all purposes under this Agreement.

Section 1.05. Risk of Loss. Until the Closing, any loss of or damage to the assets of the Transferred Entities or to the Purchased Assets from fire, casualty or any other occurrence shall be the sole responsibility of the Seller Corporations; provided that, if the Closing occurs following any such loss or damage and such loss or damage has not been remedied by the Seller Corporations, the Company shall, and shall cause each Seller Corporation to, remit, or cause to be remitted, to Buyer any insurance proceeds related to such loss or damage that are received by such Seller Corporation. At the Closing, title to the Purchased Assets shall be transferred to Buyer, and Buyer shall thereafter bear all risk of loss associated with the assets of the Transferred Entities and the Purchased Assets.

Section 1.06. Refunds and Remittances. (a) Received by the Seller Corporations or their Affiliates. After the Closing, if any Seller Corporation or any of their respective Affiliates receives (i) any refund or other amount that is a Purchased Asset or is otherwise properly due and owing to Newco or any of its Affiliates (including the Transferred Entities) in accordance with the terms of this Agreement or (ii) any refund or other amount that is related to claims or other matters for which Newco or any of its Affiliates (including the Transferred Entities) is responsible hereunder, and which amount is not an Excluded Asset, or is otherwise properly due and owing to Newco or any of its Affiliates (including the Transferred Entities) in

accordance with the terms of this Agreement, the Company promptly shall remit, or shall cause to be remitted, such amount to Newco.

(b) Received by Buyer or its Affiliates. After the Closing, if Newco or any of its Affiliates receives (i) any refund or other amount that is an Excluded Asset or is otherwise properly due and owing to any Seller Corporation in accordance with the terms of this Agreement or (ii) any refund or other amount that is related to claims or other matters for which any Seller Corporation is responsible hereunder, and which amount is not a Purchased Asset, or is otherwise properly due and owing to any Seller Corporation in accordance with the terms of this Agreement, Buyer shall cause Newco to promptly remit such amount to such Seller Corporation.

Section 1.07. Closing. The closing of the Acquisition (the "Closing") shall take place at 10:00 a.m., New York City time, on the date that is one business day after the satisfaction or waiver in writing of all conditions to Closing contained in Article VI, at the offices of Cravath, Swaine & Moore LLP, 825 Eighth Avenue, New York, New York 10019, unless another time, date or place is agreed to in writing by the Company and Buyer. The date on which the Closing occurs is referred to in this Agreement as the "Closing Date".

Section 1.08. Excluded Facilities; Excluded Transferred Entities.

(a) Buyer shall have the right, on or before July 2, 2009 (the "Notice Date"), to provide the Company with written notice that it has elected to exclude one or more of the Option Facilities from the Transferred Facilities (each, an "Excluded Facility").

(b) In the event that an Excluded Facility is a Foreign Facility, the Transferred Entity that directly owns such Excluded Facility shall be excluded from the Transferred Entities (each, an "Excluded Entity"), the Transferred Equity Interests of such Excluded Entity shall become Excluded Assets, and the Company and Buyer shall cooperate to take all actions necessary to effect such exclusion, including the transfer of such Excluded Entity to a Seller Corporation or another Subsidiary of the Company that is not a Transferred Entity; provided that if such Transferred Entity also owns a Foreign Facility that is not an Excluded Facility, the Company and Buyer shall cooperate in good faith to transfer such Foreign Facility to Buyer in a manner reasonably acceptable to Buyer and the Company.

(c) The Company shall transfer Metaldyne Korea Limited to a Seller Corporation or another Subsidiary of the Company that is not a Transferred Entity in the manner set forth in Section 1.08(c) of the Company Disclosure Schedule or in a manner otherwise acceptable to the Buyer in its sole and absolute discretion.

(d) The Company shall deliver to Buyer the Company Disclosure Schedule on or prior to the Schedule Delivery Date.

ARTICLE II

The Purchase Price

Section 2.01. Purchase Price. Promptly following the entry of the Bidding Procedures Order, Buyer shall deposit $2,500,000 (the "Deposit") by wire transfer of immediately available funds to a commercial bank account with a commercial bank selected by Buyer and reasonably acceptable to the Company (the "Escrow Agent") under the escrow agreement to be entered into by and among Buyer, the Company and the Escrow Agent (the "Escrow Agreement"). At the Closing, Buyer shall (a) pay, or cause Newco to pay, to the Company an amount equal to (i) the Closing Date Consideration less (ii) the Deposit and all interest accrued thereon (the "Deposit Property") and less (iii) the Escrow Amount by wire transfer in immediately available funds in accordance with written instructions given by the Company to Buyer not less than three business days prior to the Closing, (b) direct the Escrow Agent to release the Deposit and all interest accrued thereon to the Company in accordance with the terms of the Escrow Agreement and (c) deposit, or cause Newco to deposit, the Escrow Amount by wire transfer of immediately available funds to a commercial bank account (the "Escrow Account") with the Escrow Agent under the Escrow Agreement.

Section 2.02. Escrow Accounts. (a) Buyer and the Company will engage the Escrow Agent to hold and distribute (in accordance with this Agreement and the Escrow Agreement) (i) the Deposit and (ii) the Escrow Amount.

(b) The Escrow Amount will be held by the Escrow Agent in the Escrow Account as a source of payment of any purchase price adjustment owed by the Company pursuant to Section 2.03(c), and no portion of the Escrow Amount shall be released by the Escrow Agent except in accordance with the terms and conditions set forth in the Escrow Agreement.

Section 2.03. Post-Closing Purchase Price Adjustment. (a) Within 45 calendar days after the Expected Closing Date, Buyer shall cause Newco to prepare and deliver to the Company a statement (the "Statement") setting forth the actual Net Settlement Amount as of the Closing Date (the "Closing Net Settlement Amount"). "Net Settlement Amount" means an amount equal to (i) any Accelerated Closing Net Cash Loss plus (ii) any Cure Amounts under the Assigned Contracts up to $6,000,000 plus (iii) any Buyer Inventory/Accounts Receivable Adjustment Amount minus (iv) any Seller Inventory/Accounts Receivable Adjustment Amount plus (v) the aggregate amount of any Administrative Claims included in the Assumed Liabilities pursuant to Section 1.03(a)(i)(A) in excess of $3,000,000 plus (vi) any outstanding Indebtedness as of Closing of the Transferred Entities (other than (A) the Demand Note or any term note issued in exchange therefor, (B) $1,910,975 in outstanding Indebtedness of Metaldyne Industries Limited and (C) up to $1,500,000 of Indebtedness in Metaldyne (Suzhou) Automotive Components Co., Ltd.) plus (vii) the amount as of Closing of unpaid medical and dental claims and accrued payroll related to the Transferred Employees plus (viii) all Liabilities for Taxes to the extent related to the Business or the Purchased Assets for Pre-Closing Tax Periods to the extent that Buyer or any of its Affiliates (other than the Transferred Entities) is held responsible, or is reasonably likely to be held responsible, for such Liabilities after the Closing (other than

such Liabilities that are Transferred Entity Liabilities). "Buyer Inventory/Accounts Receivable Adjustment Amount" means the amount by which $28,000,000 exceeds the Aggregate Transferred Inventory and Accounts Receivable, but shall not be less than zero. "Seller Inventory/Accounts Receivable Adjustment Amount" means the amount by which the Aggregate Transferred Inventory and Accounts Receivable exceeds $28,000,000, but shall not be less than zero.

(b) During the 15-calendar day period following the Company's receipt of the Statement, the Company and its advisors (including their accountants) shall be permitted to review the working papers of Newco relating to the Statement. The Statement shall become final and binding upon the parties on the 15th calendar day following delivery thereof, unless the Company gives written notice of its disagreement with the Statement (the "Notice of Disagreement") to Buyer prior to such date. Any Notice of Disagreement shall be signed by the Company and shall (i) specify in reasonable detail and specificity the nature of any disagreement so asserted and (ii) specify what the Company reasonably believes is the correct amount of the Closing Net Settlement Amount based on the disagreements set forth in the Notice of Disagreement, including a reasonably detailed description of the adjustments applied to the Statement in calculating such amount. If the Notice of Disagreement is received by Buyer within the aforementioned 15-calendar day period, then the Statement (as revised in accordance with this sentence) shall become final and binding upon Buyer and the Company on the earlier of (i) the date Buyer and the Company resolve in writing any differences they have with respect to the matters specified in the Notice of Disagreement or (ii) the date any disputed matters are finally resolved in writing by a nationally recognized independent public accounting firm as shall be agreed upon by Buyer and the Company (the "Accounting Firm"). During the 15-calendar day period following the delivery of the Notice of Disagreement, Buyer and the Company shall seek in good faith to resolve in writing any differences that they may have with respect to the matters specified in the Notice of Disagreement. During such period, Buyer and its advisors (including its accountants) shall have access to the working papers of the Company prepared in connection with the Notice of Disagreement. At the end of such 15-calendar day period, Buyer and the Company shall submit to the Accounting Firm for resolution any matters that remain in dispute and that were properly included in the Notice of Disagreement, in the form of a written brief. Buyer and the Company shall jointly instruct the Accounting Firm that it (i) shall review only the matters that were properly included in the Notice of Disagreement and that remain unresolved and (ii) shall to the extent practicable render its decision within 30 calendar days from the submission of such matters. Judgment may be entered upon the determination of the Accounting Firm in any court having jurisdiction over the party against which such determination is to be enforced. The fees, costs and expenses of the Accounting Firm incurred pursuant to this Section 2.03 shall be shared equally by Buyer and the Company. The fees, costs and expenses of Buyer incurred in connection with its preparation of the Statement, its review of any Notice of Disagreement and its preparation of its written brief submitted to the Accounting Firm shall be borne by Buyer, and the fees, costs and expenses of the Company incurred in connection with its review of the Statement, its preparation, review and certification of the Notice of Disagreement and its preparation of its written brief submitted to the Accounting Firm shall be borne by the Seller Corporations.

(c) The Closing Date Consideration shall be decreased by the amount by which the Closing Net Settlement Amount exceeds the Estimated Net Settlement Amount, and the Closing Date Consideration shall be increased by the amount by which the Closing Net Settlement Amount is less than the Estimated Net Settlement Amount (the Closing Date Consideration as so increased or decreased shall hereinafter be referred to as the "Final Closing Date Consideration"). Subject to Section 2.02(b) and the terms of the Escrow Agreement, if the Closing Date Consideration is less than the Final Closing Date Consideration, Buyer shall, or shall cause Newco to, within five business days after the Statement becomes final and binding on the parties, make payment to the Company by wire transfer of immediately available funds of the amount of such difference; provided that, at its option and in lieu of making a cash payment to the Company, Buyer may satisfy its obligations under this Section 2.03(c) by transferring to the Company Transferred Accounts Receivable, the book value of which is equivalent to the cash payment owed by Buyer pursuant to this Section 2.03(c). Subject to Section 2.02(b) and the terms of the Escrow Agreement, if the Closing Date Consideration is more than the Final Closing Date Consideration, within five business days after the Statement becomes final and binding on the parties (i) the Company and Buyer shall jointly instruct the Escrow Agent to release to Buyer (or Newco, as applicable) an amount of cash equal to such difference from the Escrow Account and (ii) to the extent the Escrow Account is insufficient to fully pay Buyer (or Newco, as applicable) such difference, the Company shall make payment to Buyer (or Newco, as applicable) an amount of cash equal to such shortfall. Any payments made pursuant to this Section 2.03(c) shall be made together with interest thereon at a rate equal to the rate of interest from time to time announced publicly by Citibank, N.A., as its prime rate, calculated on the basis of the actual number of days elapsed divided by 365, from (and including) the Closing Date through (but not including) the date of payment.

(d) The scope of the disputes to be resolved by the Accounting Firm shall be limited to the matters set forth in the Notice of Disagreement, and the Accounting Firm is not to make any other determination. Any determinations by the Accounting Firm, and any work or analyses performed by the Accounting Firm in connection with its resolution of any dispute under this Section 2.03, shall not be admissible in evidence in any suit, action or other proceeding between the parties, other than to the extent necessary to enforce payment obligations under Section 2.03.

ARTICLE III

Representations and Warranties

Section 3.01. Representations and Warranties of the Seller Corporations. Except as set forth in the disclosure schedule (with specific reference to the particular Section or subsection of this Agreement to which the information set forth in such disclosure schedule relates) delivered by the Company to Buyer (the "Company Disclosure Schedule") at least three business days prior to the Notice Date (the "Schedule Delivery Date"), the Company, on behalf of itself and on behalf of each of the Seller Corporations, represents and warrants to Buyer as follows:

(a) Organization, Standing and Corporate Power. Each of the Seller Corporations and each Transferred Entity has been duly organized, and is validly existing and, where applicable, in good standing under the laws of the jurisdiction of its incorporation or formation, as the case may be, and has all requisite power and authority to own, lease or otherwise hold and operate its properties and other assets and to carry on its business. Each of the Seller Corporations and each Transferred Entity is duly qualified or licensed to do business and, where applicable, is in good standing in each jurisdiction in which the nature of its business or the ownership, leasing or operation of its properties makes such qualification or licensing necessary except where the failure to be so qualified would not have a Material Adverse Effect on such Seller Corporation or Transferred Entity. By the Schedule Delivery Date, the Company will have delivered or otherwise made available to Buyer true and complete copies of the certificate of incorporation or bylaws (or similar organizational documents), each as amended to the date hereof, of each Transferred Entity. As of the Closing, none of the Transferred Entities will be in violation of the provisions of its certificate of incorporation or bylaws (or similar organizational documents). Any copies of minutes of meetings or written consents of stockholders (or other equityholders), board of directors (or similar body) and any committee thereof of each Transferred Entity that has been provided by or on behalf of the Company to Buyer accurately reflect in all material respects the substance of the applicable meetings or consents.

(b) Equity Interests in the Transferred Entities. (i) Section 3.01(b)(i) of the Company Disclosure Schedule sets forth the name and jurisdiction of organization of each of the Purchased Company Subsidiaries. Except for the Transferred Equity Interests, there are no shares of capital stock or other equity securities of the applicable Transferred Entity issued, reserved for issuance or outstanding. All the Transferred Equity Interests have been duly authorized and validly issued and are fully paid and nonassessable and are owned directly or indirectly by the Company free of any restriction on the right to vote, sell or otherwise dispose of such capital stock or other equity interests. The Transferred Equity Interests have not been issued in violation of, and are not subject to, any preemptive, subscription or similar rights under any provision of applicable law, the certificate of incorporation or bylaws (or comparable governing instruments) of the applicable Transferred Entity, or any Contract to which the applicable Transferred Entity is subject, bound or a party or otherwise. There are not any outstanding "phantom" stock rights, stock appreciation rights, stock based performance units or arrangements or commitments that give any person the right to receive any benefits or rights similar to any rights enjoyed by or accruing to the holders of the Transferred Equity Interests. Assuming Buyer has the requisite power and authority to be the lawful owner of the Purchased Companies' Equity Interests, upon delivery to Buyer at the Closing of certificates representing the Purchased Companies' Equity Interests, duly endorsed by the applicable Seller Corporation for transfer to Buyer, and upon payment of the Closing Date Consideration, good and valid title to the Purchased Companies' Equity Interests will pass to Buyer, free and clear of all liens (statutory or otherwise), pledges, assessments, easements, rights of way, charges, defects of title, encumbrances, adverse claims of ownership or use, restrictions on transfer, security interest or other encumbrances of any kind or nature whatsoever (collectively, "Liens") other than Liens created by Buyer.

(ii) There is not any outstanding Indebtedness of any Transferred Entity having the right to vote (or that are convertible into, or exercisable or exchangeable for, securities having the right to vote) on any matters on which holders of the Transferred Equity Interests may vote ("Transferred Entity Voting Debt"). As of the date of this Agreement, there are not any outstanding warrants, options, convertible or exchangeable securities or other commitments or undertakings (other than this Agreement and any Transferred Entity Stock Purchase Agreement) (A) pursuant to which any Seller Corporation or any Transferred Entity is or may become obligated to issue, deliver or sell any additional units of its equity interests or any security convertible into, or exchangeable for, any equity interest in any Transferred Entity or any Transferred Entity Voting Debt or (B) pursuant to which any Seller Corporation or any Transferred Entity is or may become obligated to issue, grant, extend or enter into any such warrant, option, right, unit, security, arrangement, commitment or undertaking.

(iii) As of the date hereof, except for equity interests in another Transferred Entity and the equity interests of any Excluded Entity and Metaldyne Korea Limited, no Transferred Entity owns, directly or indirectly, any capital stock, or other voting securities or equity interests, in any other Person. As of the Closing Date, except for equity interests in another Transferred Entity, no Transferred Entity will own, directly or indirectly, any capital stock, or other voting securities or equity interests, in any other Person.

(iv) Other than this Agreement and any Transferred Entity Stock Purchase Agreement, the Transferred Equity Interests are not subject to any voting trust agreement or other Contract, including any such Contract restricting or otherwise relating to the voting, dividend rights or disposition of the Transferred Equity Interests.

(c) Authority; Noncontravention.

(i) The Company has all requisite corporate power and authority (including approval of its special committee of independent directors that was formed in connection with the Bankruptcy Cases (the "Special Committee")) to execute and deliver this Agreement and, prior to the Closing Date, will have all requisite corporate power and authority to execute and deliver the other Transaction Documents and to consummate the transactions contemplated hereby and thereby. The execution and delivery of the other Transaction Documents will prior to the Closing be, duly authorized by all necessary corporate action on the part of each Seller Corporation, and no other corporate proceedings on the part of any Seller Corporation are necessary to authorize this Agreement and the other Transaction Documents or to consummate the transactions contemplated hereby or thereby. This Agreement has been, and, by the Closing, the other Transaction Documents will have been, duly executed and delivered by the Company and, as applicable, each of the other Seller Corporations and, assuming the due authorization, execution and delivery by each of the other parties hereto and thereto and subject only to Bankruptcy Court approval pursuant to the Sale Order, this Agreement constitutes, and the other Transaction Documents will constitute as of the Closing, legal, valid and binding obligations of the Company and, as applicable, each of the other Seller

Corporations, enforceable against the Company and each of the other Seller Corporations in accordance with their terms subject to bankruptcy, insolvency, moratorium, reorganization or similar laws affecting the rights of creditors generally and the availability of equitable remedies. Subject to the entry of the Sale Order, the execution and delivery of this Agreement does not, and the execution and delivery of the other Transaction Documents will not, and the consummation of the transactions contemplated hereby and thereby and compliance with the provisions of this Agreement and the other Transaction Documents will not, conflict with, or result in any violation or breach of, or default (with or without notice or lapse of time, or both) under, or give rise to a right of, or result in, termination, right of first refusal, amendment, revocation, cancellation or acceleration of any obligation or to the loss of a benefit under, or result in the creation of any Lien in or upon any of the Purchased Assets (other than Permitted Encumbrances on Purchased Assets other than Transferred Equity Interests) or any properties or other assets of any of the Transferred Entities under, (x) the organizational documents of any of the Seller Corporations or any of the Transferred Entities, (y) any material written loan or credit agreement, bond, debenture, note, mortgage, indenture, lease, supply agreement, license agreement, development agreement, distribution agreement or other contract (other than purchase orders entered into in the ordinary course of business), agreement, obligation, commitment, arrangement, understanding, instrument, permit, franchise or license (each, including all amendments thereto, a "Contract"), to which any of the Seller Corporations or any of the Transferred Entities is a party or any of their respective properties or other assets is subject or (z) any material (A) statute, law, ordinance, rule or regulation applicable to any of the Seller Corporations, any of the Transferred Entities or any of their respective properties or other assets or (B) order, writ, injunction, decree, judgment or stipulation, in each case applicable to any of the Seller Corporations, any of the Transferred Entities or any of their respective properties or other assets. Except for the Sale Order and, if required, compliance with and filings under the Hart Scott Rodino Antitrust Improvements Act of 1976 (the "HSR Act") and applicable foreign merger control or competition laws (the "Foreign Antitrust Laws"), no material consent, waiver, license, Permit, approval, order or authorization of, action by or in respect of, or registration, declaration or filing with, any Federal, state, local or foreign government, any court, administrative, regulatory or other governmental agency, commission or authority or any non-governmental self-regulatory agency, commission or authority (each, a "Governmental Entity") is required by or with respect to any of the Seller Corporations or any of the Transferred Entities in connection with the execution and delivery of this Agreement or any of the other Transaction Documents by the Seller Corporations or the consummation of the transactions contemplated hereby or thereby.

(ii) The Special Committee, at meetings duly called and held at which all members of the Special Committee, were present, duly and unanimously adopted resolutions (A) approving this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby, (B) declaring that it is in the best interests of the Company that it enter into this Agreement and the other Transaction Documents and consummate the transactions contemplated hereby and thereby on the terms and subject to the conditions set forth in this Agreement and the other Transaction Documents and (C) declaring that the consideration to be exchanged

between the parties under this Agreement, to the extent that the Auction does not result in the receipt of a higher or better offer for an Alternative Transaction, will constitute fair and adequate consideration and reasonably equivalent value.

(d) Financial Statements. (i) Section 3.01(d) of the Company Disclosure Schedule sets forth complete and correct copies of the Transferred Entity Financial Statements and the Business Management Accounts.

(ii) The Transferred Entity Financial Statements of each Transferred Entity have been prepared in accordance with generally accepted accounting principles ("GAAP") in the jurisdiction of organization of such Transferred Entity consistently applied and on that basis present fairly in all material respects the financial position of such Transferred Entity as of the respective dates thereof and the results of operations, changes in equity and cash flows of such Transferred Entity for the respective periods indicated therein.

(iii) The Business Management Accounts have been prepared based on, and have been derived from, the financial books and records of the Company.

(iv) No Transferred Entity has any liability or obligation of any nature (whether accrued, absolute, contingent, unasserted or otherwise) required by GAAP in the jurisdiction of organization of such Transferred Entity to be reflected on a balance sheet of such Transferred Entity or in the notes thereto, except (i) as disclosed or reserved against on the face of the applicable balance sheet included in the Transferred Entity Financial Statements and the notes thereto, (ii) for liabilities and obligations relating to Taxes and (iii) for liabilities or obligations that were incurred after the date of such balance sheet in the ordinary course of business and not in violation of this Agreement.

(v) The assets reflected on the balance sheet included in the Business Management Accounts are either Purchased Assets, Excluded Assets or assets of the Transferred Entities, except for any such assets reflected on such balance sheet that are not, in the aggregate, material to the Business.

(e) Absence of Certain Changes or Events. Except (i) for the filing of the Bankruptcy Cases or (ii) as expressly permitted pursuant to the subsections of Section 4.01 referenced below in this Section 3.01(e), since December 31, 2008, each Seller Corporation and each Transferred Entity has conducted the Business only in the ordinary course consistent with past practice, and there has not been any Material Adverse Change, and from December 31, 2008 until the date hereof there has not occurred any event or action that, if such event or action occurred between the date of this Agreement and the Closing Date, would be a breach of Section 4.01(e), (n), (p) or (u) or, with respect to a Transferred Entity, Section 4.01(a), (b), (c), (d), (m), (q), (s), (t) or (u).

(f) Litigation. Except for the Bankruptcy Cases, there is no material Litigation (including any Litigation under Environmental Laws) pending or, to the Knowledge of each of the Seller Corporations, threatened against or affecting, or arising out of the conduct of, the Business or any Transferred Entity, nor is there any material judgment, decree, injunction, rule or order of any Governmental Entity or arbitrator outstanding against, arising out of the conduct

of, or, to the Knowledge of each of the Seller Corporations, investigation by any Governmental Entity involving, the Business or any Transferred Entity.

(g) Contracts. Section 3.01(g)(i) of the Company Disclosure Schedule sets forth a list of (i) all Contracts that are material to the Business (including all Leases) and (ii) all material Contracts to which any of the Transferred Entities is a party or bound or to which any of their respective assets are subject (collectively, the "Material Contracts"). Each Material Contract is in full force and effect and is a valid and binding agreement of a Seller Corporation or a Transferred Entity and, to the Knowledge of the Company, of each other party thereto, enforceable against such Seller Corporation or Transferred Entity and, to the Knowledge of the Company, against the other party or parties thereto, in each case, in accordance with its terms subject to applicable bankruptcy, insolvency, moratorium, reorganization or similar laws affecting the rights of creditors generally and the availability of equitable remedies. Other than as provided in Section 3.01(g)(ii) of the Company Disclosure Schedule, each of the Seller Corporations and the Transferred Entities has performed or is performing all material obligations required to be performed by it under each Material Contract and is not (with or without notice or lapse of time or both) in material breach or default thereunder other than as a result of the Bankruptcy Cases, and, to the Knowledge of the Company, no other party to any Material Contract is (with or without notice or lapse of time, or both) in material breach or default thereunder. The aggregate Cure Amounts under the Material Contracts set forth on Section 3.01(g)(iii) of the Company Disclosure Schedule as of the Closing Date does not exceed $6,000,000. By the Schedule Delivery Date, the Company will have delivered or made available to Buyer complete and correct copies of all Material Contracts. No Material Contract has been modified, rescinded or terminated, and no party other than the Seller Corporations or the Transferred Entities to any Material Contract has failed to renew or requested any amendment to any Material Contract.

(h) Compliance with Laws; Permits. (i) Except with respect to Environmental Laws, the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and Taxes, which are the subjects of Sections 3.01(h)(ii), 3.01(i) and 3.01(j), respectively, each of the Seller Corporations and the Transferred Entities is in compliance in all material respects with all statutes, laws, ordinances, rules, regulations, judgments, orders, writs, injunctions, stipulations and decrees of any Governmental Entity applicable to the Business or the Transferred Entities (collectively, "Legal Provisions"). Each of the Seller Corporations and the Transferred Entities has in effect all material Permits necessary for it to own, lease or operate its properties and other assets and to carry on the Business as presently conducted. Section 3.01(h) of the Company Disclosure Schedule sets forth a complete and correct list of all material Permits used in or related to the Business, and all pending applications thereto, obtained by the Seller Corporations. There is no material default under, or violation of, any such Permit and such Permit is in full force and effect. Since January 1, 2008, none of the Seller Corporations or any Transferred Entity has received any written communication that alleges that the Business or the Transferred Entities is in violation in any material respect of any Legal Provisions.

(ii) (A) Each of the Seller Corporations that is transferring or has otherwise owned or operated a Transferred Facility and the Transferred Entities is, and since January 1, 2008 has been, in compliance in all material respects with all Environmental

Laws applicable to the Business, the Purchased Assets or the Transferred Entities, (B) each of the Seller Corporations and the Transferred Entities has obtained and is, and since January 1, 2008 has been, in compliance in all material respects with all Permits required under any Environmental Laws ("Environmental Permits") to own, lease or operate the Transferred Facilities and to conduct the Business or the business of the Transferred Entities, in each case as presently conducted, and, since January 1, 2008, no Transferred Entity or Seller Corporation that is transferring a Transferred Facility has been advised in writing by any Governmental Entity of any actual or potential revocation, withdrawal, termination or modification of any such Environmental Permits in any material respect, (C) since January 1, 2008 no Seller Corporation or Transferred Entity has received any written communication alleging that any Seller Corporation or any Transferred Entity is in material violation of any Environmental Laws or Environmental Permits or that any Seller Corporation or any Transferred Entity may have any material Environmental Liability, in each case with respect to the Business, the Purchased Assets or the Transferred Entities, (D) there have been no Releases or threatened Releases of, or exposures to, any Hazardous Materials that would reasonably be expected to form the basis of any material Environmental Liability relating to the Business, the Purchased Assets or the Transferred Entities, (E) no Transferred Entity has retained or assumed, either contractually or by operation of Law, any material Environmental Liability and (F) by the Schedule Delivery Date, the Company will have delivered or made available to Buyer complete and correct copies of all Phase I and Phase II environmental site assessments and other material environmental reports in the possession of the Seller Corporations and conducted since January 1, 2008, in each case relating to the Business, the Purchased Assets or the Transferred Entities.

(iii) Section 3.01(h)(iii) of the Company Disclosure Schedule sets forth a complete and correct list of all Transferred Permits. A Seller Corporation validly holds and has complied, in all material respects, with all the terms and conditions of each Transferred Permit, and each Transferred Entity has complied in all material respects with all the terms and conditions of each of its Permits (each, a "Transferred Entity Permit"). By the Schedule Delivery Date, the Company will have delivered or made available to Buyer complete and correct copies of each Transferred Permit. Each material Transferred Permit and each material Transferred Entity Permit is in full force and effect. Since January 1, 2008, no Seller Corporation or Transferred Entity has received written notice of any suit, action or proceeding relating to the revocation, withdrawal, termination, modification or limitation of any material Transferred Permit or any material Transferred Entity Permit.

(i) Employee Benefits; Labor Matters. (i) Section 3.01(i)(i) of the Company Disclosure Schedule sets forth a list of each individual employment, retention, indemnification, severance, change of control and consulting agreement with any Business Employee or Transferred Entity Employee to which any Seller Corporation or any Transferred Entity is a party and each "employee benefit plan" within the meaning of Section 3(3) of ERISA, and each severance, retention, employment, consulting, "change of control", bonus, incentive (equity-based, equity-related or otherwise), deferred compensation, employee loan, welfare benefit, fringe benefit and other benefit plan, agreement, program, policy, commitment or other

arrangement, whether or not subject to ERISA, in each case sponsored, maintained or contributed to, or required to be sponsored, maintained or contributed to, by any Seller Corporation or any Transferred Entity or any other Person that, together with the Company, is treated as a single employer under Section 414(b), (c), (m) or (o) of the Internal Revenue Code of 1986, as amended (the "Code") (each, a "Commonly Controlled Entity"), or with respect to which any Seller Corporation, any Transferred Entity or any Commonly Controlled Entity has any liability, in each case providing any compensation or benefits to any Business Employee or Transferred Entity Employee (each such arrangement described in this sentence is referred to herein as a "Company Benefit Plan"). Each Company Benefit Plan or portion thereof that Buyer or any of its Affiliates has explicitly agreed to assume pursuant to this Agreement, is required to assume under applicable law or is sponsored or maintained by a Transferred Entity is referred to herein as an "Assumed Benefit Plan". By the Schedule Delivery Date, the Company will have delivered or made available to Buyer true, complete and correct copies of (A) each Company Benefit Plan (or, in the case of any unwritten Company Benefit Plans, written descriptions thereof), (B) any related trust agreement or funding instrument with respect to any Assumed Benefit Plan, (C) the most recent annual report filed with the Internal Revenue Service ("IRS") (if any such report was required by applicable law) with respect to each Assumed Benefit Plan, (D) the most recent actuarial valuation report or audited financial statements with respect to each Assumed Benefit Plan (if any such report was prepared or required by applicable law) and (E) the most recent IRS determination or opinion letter or approval letter from a Governmental Entity, if applicable, with respect to each Assumed Benefit Plan.

(ii) Section 3.01(i)(ii) of the Company Disclosure Schedule sets forth a complete and correct list, as of the Schedule Delivery Date, of all Business Employees and a list of the employees of the Transferred Entities (the "Transferred Entity Employees"), including their respective titles and work location and whether or not such employee is on leave of absence.

(iii) Each Assumed Benefit Plan has been administered in material compliance with its terms and with the applicable provisions of applicable law and all applicable collective bargaining agreements, works council agreements and labor union agreements. Each Assumed Benefit Plan intended to be tax-qualified under the Code has received or timely applied for, which application is pending, a determination letter or opinion letter, as applicable, from the IRS to the effect that such Assumed Benefit Plan is qualified and the plan and trust related thereto is exempt from United States federal income taxes under Sections 401(a) and 501(a) of the Code, respectively. Each Assumed Benefit Plan required to have been approved by any non-United States Governmental Entity (or permitted to have been approved to obtain any beneficial tax or other status) has been so approved or timely submitted for approval, no such approval has been revoked (nor, as of the date of this Agreement, has revocation been threatened) and no event has occurred since the date of the most recent approval or application therefor relating to any such Assumed Benefit Plan that would reasonably be expected to affect such approval relating thereto or increase the costs relating thereto. The Company has not received written notice of any pending or in progress, and, to the Knowledge of any of the Seller Corporations, there are no threatened (A) investigations by any Governmental Entity, termination proceedings or other claims with respect to an Assumed Benefit Plan (except

routine claims for benefits payable under the Assumed Benefit Plans) or (B) Litigation against or involving any Assumed Benefit Plan or asserting any rights to or claims for benefits under any Assumed Benefit Plan.

(iv) No Company Benefit Plan is subject to Title IV of ERISA or Section 412 of the Code or is otherwise a defined benefit pension plan or provides for the payment of termination indemnities. Neither Buyer nor any of its Subsidiaries will incur any liability (A) under Section 302 of ERISA, Title IV of ERISA or Section 412 of the Code or (B) for violation of the continuation coverage requirements of Section 601 et seq. of ERISA and Section 4980B of the Code and any state continuation coverage requirements (collectively, "COBRA") or the group health requirements of Sections 9801 et seq. of the Code and Sections 701 et seq. of ERISA, in each case, in connection with any of the transactions contemplated by this Agreement.

(v) Except as specifically contemplated by this Agreement, neither Buyer nor any of its Affiliates will incur any material unfunded liabilities in relation to any Company Benefit Plan or any employee of any Seller Corporation or any Transferred Entity, and all material payments, benefits, contributions and premiums relating to any Assumed Benefit Plans have been timely paid or made in accordance with the terms of such Assumed Benefit Plan and the terms of all applicable laws or have been accrued in accordance with GAAP in the United States, if applicable.

(vi) No Assumed Benefit Plan (A) provides for deferred compensation, except as required by law, (B) provides any welfare benefits (other than on a self-pay basis) following termination of service or employment, except as required by law (including, but not limited to COBRA), (C) is a "multiple employer welfare arrangement" (as defined in Section 3(40) of ERISA) or (D) is a "multiemployer plan" (as defined in Section 3(37) of ERISA).

(vii) Except as provided in Section 3.01(i)(ii) of the Company Disclosure Schedule (which schedule shall be amended at such time as any additional Business Employees are identified in accordance with Section 5.06(a)), no Business Employee or Transferred Entity Employee (A) has entered into or is covered by any individual agreement or arrangement with any Seller Corporation or any Transferred Entity, (B) has received any loan from any Seller Corporation or any Transferred Entity that has an outstanding balance, (C) has a right, contingent or otherwise, to receive any guaranteed bonus (including any retention bonus) from any Seller Corporation or any Transferred Entity, (D) has the right to receive any severance or separation pay or benefits from any Seller Corporation or any Transferred Entity, (E) is entitled to any welfare benefits after termination of employment, except as required under Section 4980B(f) of the Code or any similar state or foreign law, (F) would reasonably be expected to receive any payment or benefit from Buyer or any of its Affiliates that would not be deductible to Buyer or such Affiliates as a result of Section 280G of the Code, (G) is entitled to any tax indemnification or tax gross-up from any Seller Corporation or any Transferred Entity or (H) is, or at any time will become, entitled to any payment, benefit or right, or any increased and/or accelerated payment, benefit or right, as a result of (x) such Business

Employee's or Transferred Entity Employee's termination of employment with, or services to, any Seller Corporation or any Transferred Entity or any successor to the Company or (y) the execution of this Agreement or the consummation of the transactions contemplated by this Agreement.

(viii) Section 3.01(i)(viii) of the Company Disclosure Schedule sets forth a list of each collective bargaining agreement, works council agreement or labor union agreement covering any Business Employee or Transferred Entity Employee (each, a "Collective Bargaining Agreement"). The Seller Corporations and the Transferred Entities are in compliance in all material respects with all applicable laws with respect to labor relations, employment and employment practices, occupational safety and health standards, terms and conditions of employment, collective bargaining, payment of wages, classification of employees, immigration, visa, work status, human rights, pay equity and workers' compensation, and are not engaged in any unfair labor practices. There is no unfair labor practice charge or complaint against any Seller Corporation or any Transferred Entity pending or, to the Knowledge of the Seller Corporations, threatened before the National Labor Relations Board or any comparable Governmental Entity. There is no labor strike, slowdown, work stoppage or lockout pending or, to the Knowledge of the Seller Corporations, threatened, against or affecting the Business, nor has there been any such activity within the past 12 months. No labor organization claiming to represent any individuals who are or would reasonably be expected to become Business Employees or Transferred Entity Employees has made a written demand against any Seller Corporation or any Transferred Entity for recognition of a collective bargaining unit or establishment of an employee representative body, and there are no representation proceedings or written petitions seeking a representation proceeding presently pending against any Seller Corporation or any Transferred Entity involving any individuals who are or would reasonably be expected to become Business Employees or Transferred Entity Employees. Prior to the Closing, the Company shall (in consultation with the Buyer) have provided notice of the transactions contemplated by this Agreement to each labor organization that represents any Business Employees or Transferred Entity Employees and shall have satisfied in all material respects any bargaining obligations relating to the transactions contemplated by this Agreement, in each case, to the extent required by applicable law or any Collective Bargaining Agreement. None of the Seller Corporations or any of the Transferred Entities have taken any action that would reasonably be expected to result in a "plant closing" or "mass layoff" (within the meaning of the Worker Adjustment and Retraining Notification Act of 1988, as amended ("WARN") or any similar applicable law with respect to any current or former employee of the Business.

(j) Taxes.

(i) All Tax Returns relating to the Transferred Entities required to be filed with any Taxing Authority by any Transferred Entity have been filed when due and in accordance with all applicable laws. All such Tax Returns are true, complete and accurate in all material respects and have been prepared in material compliance with all applicable laws. Except as prohibited by the Bankruptcy Court and as set forth in Section

3.01(j)(i) of the Company Disclosure Schedule, each Transferred Entity has timely paid or caused to be paid (or the Company has paid on its behalf) all Taxes relating to the Transferred Entities that are due and owing (whether or not shown as due on such returns). There are no taxes relating to the Purchased Assets that are unpaid and that would reasonably be expected to become liabilities of the Buyer or its Affiliates after the Closing.

(ii) The Transferred Entities have properly accrued on their books and records any Taxes that are not yet due and payable.

(iii) All Taxes relating to the Transferred Entities that are required by Law to be withheld or collected have been duly withheld or collected and, to the full extent required, have been timely paid to the proper Taxing Authority or other Person.

(iv) There are (A) no proceedings, investigations, audits or claims now pending against, and no written notice of such a proceeding has been received by any Transferred Entity and (B) no matters under discussion, audit or appeal with any Governmental Authority relating to Taxes, which would reasonably be expected to result in a Lien on the Purchased Assets or the assets of the Transferred Entities.

(v) There are no outstanding written requests, agreements, consents or waivers to extend the statute of limitations period applicable to any Tax claim or assessment of any Taxes or deficiencies related to the Transferred Entities.

(vi) None of the Transferred Entities is (A) liable with respect to Taxes of any other Person as a transferee or successor, by contract or otherwise, or (B) a party to or bound by any Tax sharing agreement, Tax indemnity obligation or similar agreement, arrangement or practice with respect to Taxes (including any advance pricing agreement, closing agreement or other agreement relating to Taxes with any Taxing Authority).

(k) Title to Properties and Purchased Assets; Sufficiency of Assets. (i) A Seller Corporation has or, in the case of assets acquired, leased or licensed after the date of this Agreement not in violation of this Agreement, as of the Closing Date will have, good and valid title to or valid leasehold or sublease interests or other comparable contract rights in or relating to all of the Purchased Assets. Each Transferred Entity has good and valid title to or valid leasehold or sublease interests or other comparable contract rights in or relating to their respective assets reflected on the balance sheet included in the Transferred Entity Financial Statements of such Transferred Entity, other than those assets sold or otherwise disposed of in the ordinary course of business consistent with past practice and not in violation of this Agreement since the date of such Transferred Entity Financial Statements. At the Closing, all the Purchased Assets and all of the assets of the Transferred Entities shall be free and clear of all Liabilities (other than the Assumed Liabilities, the Transferred Entity Liabilities, Permitted Encumbrances and those Liabilities created by Buyer).

(ii) The Purchased Assets, together with the assets, properties and rights of the Transferred Entities and the Excluded Assets (other than the Excluded Assets listed in Sections 1.02(b)(ix) and (xii)), include all the tangible and intangible assets, property and

rights reasonably necessary for, or used or held for use in, the operation of the Business as currently conducted.

(l) Real Property. (i) Section 3.01(l)(i) of the Company Disclosure Schedule sets forth a list of (A) all real property and interests in real property owned by the Seller Corporations and used in, or related to, the Business or otherwise included in the Purchased Assets, (B) all real property and interests in real property owned by a Transferred Entity and (C) the name of the record title holder and a list of all Indebtedness secured by a Lien on each such real property or interest in real property in clause (A) or (B) above (each such real property or interest in real property in clause (A) or (B), individually, an "Owned Property").

(ii) Section 3.01(l)(ii) of the Company Disclosure Schedule sets forth a list of (A) all real property and interests in real property in which a Seller Corporation is a lessee, sublessee, licensee or occupant and that are used in, or related to, the Business or otherwise included in the Purchased Assets and (B) all real property and interests in real property leased by a Transferred Entity (each such real property or interest in real property in clause (A) or (B), individually, a "Leased Property").

(iii) A Seller Corporation or a Transferred Entity has good and marketable fee title to all Owned Property and good and valid title to the leasehold or subleasehold estates in all Leased Property, in each case free and clear of all Liabilities, except (A) the Assumed Liabilities, the Transferred Entity Liabilities and Permitted Encumbrances, (B) Liens that may have been placed by any developer or other third party on Leased Property or on property over which a Seller Corporation or a Transferred Entity has easement rights, together with any subordination or similar agreements relating thereto, (C) zoning and building codes and other similar laws, orders, rules and regulations, (D) recorded easements, covenants, rights-of-way and other similar restrictions and (E) other minor imperfections of title or encumbrances, if any, that do not, individually or in the aggregate, materially impair, or would reasonably be expected to materially impair, the continued use and operation of the Owned Property or Leased Property to which they relate in the operation or conduct of the Business as presently conducted. None of the items set forth in clauses (B) through (D), individually or in the aggregate, materially impairs, or would reasonably be expected to materially impair, the continued use and operation of the Owned Property or Leased Property to which they relate in the operation or conduct of the Business as presently conducted.

(iv) There are no outstanding options, rights of first offer or rights of first refusal to purchase any Owned Property or any portion thereof or interest therein. There is no condemnation or other proceeding in eminent domain, pending or, to the Knowledge of the Seller Corporations, threatened, affecting the Owned Property or any portion thereof or interest therein. None of any Seller Corporation or any Transferred Entity has leased or granted any right to use or occupy all or any portion of any Owned Property.

(v) By the Schedule Delivery Date, the Company will have delivered or made available to Buyer complete and correct copies of each written lease, sublease, license or occupancy agreement in respect of a Leased Property (each, a "Lease"). None of any Seller Corporation or any Transferred Entity has subleased or granted any right to use or

occupy all or any portion of any Leased Property to a third party. None of any Seller Corporation or any Transferred Entity has collaterally assigned or granted a Lien (other than a Permitted Encumbrance) in any Lease.

(m) Intellectual Property. (i) A Seller Corporation owns, or is validly licensed or otherwise has the rights to use, and has the rights to make, use and sell products and services in connection with, all Transferred Intellectual Property Rights, in each case free and clear of all Liabilities (other than the Assumed Liabilities and Permitted Encumbrances). Each Seller Corporation has the legal power to convey the rights granted to it under any license for any Transferred Intellectual Property Right taken by such Seller Corporation. None of the Seller Corporations is subject to any contractual, legal or other restriction on the use of any Transferred Intellectual Property Rights that are owned by or licensed to a Seller Corporation.

(ii) Each Transferred Entity owns, or is validly licensed or otherwise has the rights to use, and has the rights to make, use and sell products and services in connection with, all Intellectual Property Rights owned, used, filed by or licensed to the Transferred Entities (the "Transferred Entity Intellectual Property Rights"), in each case free and clear of all Liabilities (other than the Assumed Liabilities, the Transferred Entity Liabilities and Permitted Encumbrances). None of the Transferred Entities are subject to any contractual, legal or other restriction on the use of any Transferred Entity Intellectual Property Rights.

(iii) Section 3.01(m)(iii) of the Company Disclosure Schedule sets forth a complete and accurate list of all material Transferred Intellectual Property Rights.

(iv) No Seller Corporation or Transferred Entity has infringed or is infringing in any material respect the valid rights of any Person with regard to any Transferred Intellectual Property Right or any Transferred Entity Intellectual Property Right, as applicable. To the Knowledge of each Seller Corporation, no Person has infringed or is infringing in any material respect the rights of any Seller Corporation or any Transferred Entity with respect to any Transferred Intellectual Property Right or any Transferred Entity Intellectual Property Right, as applicable.

(v) No material claims are pending or, to the Knowledge of each Seller Corporation, threatened with regard to the ownership or licensing by any Seller Corporation or any Transferred Entity of any of their respective Transferred Intellectual Property Rights or Transferred Entity Intellectual Property Rights, as applicable.

(vi) The Seller Corporations and the Transferred Entities and each of their respective Affiliates have used reasonable efforts and taken all commercially necessary steps to maintain and protect the material Transferred Intellectual Property Rights and the material Transferred Entity Intellectual Property Rights, respectively.

(vii) The Transferred Intellectual Property Rights and Transferred Entity Intellectual Property Rights constitute all the material Intellectual Property reasonably necessary for the Business to be operated following Closing in the same manner as presently conducted.

(n) Relationships with Suppliers. Except as set forth in Section 3.01(n) of the Company Disclosure Schedule, no Critical Supplier of the Business or any Transferred Entity has (i) since January 1, 2008, canceled or otherwise terminated, or provided written or, to the Knowledge of the Company, oral notice of its intent, or threatened in writing or, to the Knowledge of the Company, orally, to terminate its relationship with any Seller Corporation or any Transferred Entity, (ii) since January 1, 2008, informed any Seller Corporation or any Transferred Entity or any of their respective employees in writing or, to the Knowledge of the Company, orally that such person intends to materially change any such relationship or (iii) since January 1, 2008, decreased or limited in any material respect, or provided notice of its intent, or threatened, to decrease or limit in any material respect, its purchases from or sales to any Seller Corporation or any Transferred Entity.

(o) Utility Security Deposits. As of the Petition Date, the utility security deposits related to the Transferred Facilities were not in excess of $300,000 in the aggregate.

Section 3.02. Representations and Warranties of Buyer. Buyer represents and warrants to each of the Seller Corporations as follows:

(a) Organization, Standing and Corporate Power. Buyer is a company duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is incorporated and has all requisite power and authority to carry on its business as now being conducted. Buyer is duly qualified or licensed to do business and, where applicable, is in good standing in each material jurisdiction in which the nature of its business or the ownership, leasing or operation of its properties makes such qualification or licensing necessary.

(b) Authority; Noncontravention. Buyer has all requisite corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated by this Agreement. The execution and delivery of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated by this Agreement and the other Transaction Documents have been or, in the case of the other Transaction Documents, will have been by the Closing, duly authorized by all necessary corporate action on the part of Buyer or Newco, as applicable, and no other corporate proceedings on the part of Buyer are (or in the case of Newco, will be) necessary to authorize this Agreement or the other Transaction Documents or to consummate the transactions contemplated hereby or thereby. This Agreement has been, and, by the Closing, the other Transaction Documents will have been duly executed and delivered by Buyer or Newco, as applicable, and, assuming the due authorization, execution and delivery by each of the Seller Corporations and subject to the Sale Order, this Agreement constitutes, and the other Transaction Documents will constitute as of the Closing, the legal, valid and binding obligations of Buyer or Newco, as applicable, enforceable against Buyer or Newco, as applicable, in accordance with their terms, subject to bankruptcy, insolvency, moratorium, reorganization or similar laws affecting the rights of creditors generally and the availability of equitable remedies. The execution and delivery of this Agreement do not, and the execution and delivery of the other Transaction Documents will not, and the consummation of the transactions contemplated hereby and thereby and compliance by Buyer or Newco, as applicable, with the provisions of this Agreement and the other Transaction Documents will not, conflict with, or result in any violation

or breach of, or default (with or without notice or lapse of time, or both) under, or give rise to a right of, or result in, termination, right of first refusal, amendment, revocation, cancellation or acceleration of any obligation or to the loss of a benefit under, or result in the creation of any Lien in or upon any of the properties or other assets of Buyer or Newco, as applicable, under (x) the organizational documents of Buyer or Newco, as applicable, (y) any Contract to which Buyer or Newco, as applicable, is a party or any of their respective properties or other assets is subject, in any way that would prevent, materially impede or materially delay the consummation of the transactions contemplated hereby (including the payments required to be made pursuant to Article II) or (z) subject to the entry of the Sale Order, any (A) statute, law, ordinance, rule or regulation applicable to Buyer or Newco or their respective properties or other assets or (B) order, writ, injunction, decree, judgment or stipulation, in each case applicable to Buyer or Newco or their respective properties or other assets, and in each case, in any way that would prevent, materially impede or materially delay the consummation of the transactions contemplated hereby (including the payments required to be made pursuant to Article II). Except for the Sale Order and any required compliance with and filings under the HSR Act and the Foreign Antitrust Laws, no material consent, waiver, license, Permit, approval, order or authorization of, action by or in respect of, or registration, declaration or filing with, any Governmental Entity is required by or with respect to Buyer or Newco, as applicable, in connection with the execution and delivery of this Agreement or the other Transaction Documents by Buyer or Newco, as applicable, or the consummation by Buyer or Newco, as applicable, of the transactions contemplated hereby or thereby.

(c) Capital Resources. Buyer has available sufficient funding to enable Buyer or Newco to consummate the purchase of the Purchased Assets on the terms set forth in this Agreement and otherwise to perform all of Buyer's obligations under this Agreement.

(d) Adequate Assurances Regarding Assigned Contracts. Buyer is and Newco will be capable of satisfying the conditions contained in Sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code with respect to the Assigned Contracts.

(e) Securities Act. The Transferred Equity Interests are being acquired for investment only and not with a view to any public distribution thereof, and Newco shall not offer to sell or otherwise dispose of the Transferred Equity Interests so acquired by it in violation of any of the registration requirements of the United States Securities Act of 1933.

Section 3.03. Warranties Exclusive. Buyer acknowledges that the representations and warranties contained in this Agreement are the only representations or warranties given by the Company and that all other express or implied warranties are disclaimed. Without limiting the foregoing and except as otherwise specifically provided in this Agreement, Buyer acknowledges that the Purchased Assets are conveyed "AS IS", "WHERE IS" and "WITH ALL FAULTS" and that all warranties of merchantability or fitness for a particular purpose are disclaimed.

ARTICLE IV

Covenants Relating to the Conduct of Business

Section 4.01. Conduct of Business by the Seller Corporations. During the period from the date of this Agreement to the Closing, except (i) as specifically permitted or provided by any other provision of this Agreement, (ii) as required by applicable Legal Provisions or order of the Bankruptcy Court or (iii) in the case of the Seller Corporations, with respect to matters inherent in the filing of petitions for relief under chapter 11 of the Bankruptcy Code, including (A) the inherent disruption of operations and relations with customers and suppliers and (B) the payment of expenses related thereto, the Company shall carry on, and shall cause each of the other Seller Corporations and the Transferred Entities to carry on, the Business, in each case, in the ordinary course and in compliance in all material respects with all applicable Legal Provisions, and, to the extent consistent therewith, use all commercially reasonable efforts with respect to the Business to (i) preserve intact its current business organizations, keep available the services of its current officers and employees and preserve the relationships with its customers, suppliers, licensors, licensees, distributors and others having business dealings with them with the intention that its goodwill and ongoing relationships shall be unimpaired at the Closing and (ii) maintain the Purchased Assets and the properties and assets of the Transferred Entities in their present repair, order and condition, except for ordinary wear and tear. Without limiting the generality of the foregoing and, except for the transactions specifically permitted or provided by this Agreement or as required by applicable Legal Provisions or order of the Bankruptcy Court, during the period from the date of this Agreement to the Closing, the Company agrees that, without Buyer's prior written consent (which shall not be unreasonably withheld, delayed or conditioned, it shall not take with respect to the Purchased Assets, the Assumed Liabilities or the Business, and shall cause the other Seller Corporations and the Transferred Entities not to take, any of the following actions:

(a) amend the certificate of incorporation, bylaws or other comparable governing documents of any Transferred Entity;

(b) declare or pay or set aside any dividend or make any other distribution to the holders of equity interests in any Transferred Entity whether or not upon or in respect of any shares of its capital stock;

(c) redeem or otherwise acquire, directly or indirectly, any equity interests in, or any other securities of, a Transferred Entity, or make any other change in the capital structure of any Transferred Entity or issue, authorize for issuance, sell or deliver (i) any equity interests in, or any other security or voting interest in, a Transferred Entity, (ii) any option or warrant for, or any security convertible into, or exercisable or exchangeable for or evidencing the right to subscribe for or acquire, any equity interests in, or any other security or voting interest in, a Transferred Entity, (iii) "phantom" stock rights, stock appreciation rights, stock-based performance units, commitments, Contracts, arrangements or undertakings to which any Transferred Entity is a party or by which any of them is bound (A) obligating any Transferred Entity to issue, deliver or sell, or cause to be issued, delivered or sold, additional units of its equity interests or any security

convertible into, or exercisable or exchangeable for, any equity interest in any Transferred Entity or any Transferred Entity Voting Debt, or any other security or voting interest in any Transferred Entity, (B) obligating any Transferred Entity to issue, grant, extend or enter into any such option, warrant, security, right, unit, commitment, Contract, arrangement or undertaking or (C) that give any person the right to receive any benefits or rights similar to any rights enjoyed by or accruing to the holders of the Transferred Equity Interests or (iv) any Transferred Entity Voting Debt;

(d) split, combine or reclassify any of the equity interests or any other security or voting interest in any Transferred Entity, or issue any other security in respect of, in lieu of or in substitution for the equity interests or any other security or voting interest in any Transferred Entity;

(e) except for the transfer of the equity interests of Metaldyne Korea Limited or any Excluded Entity in the manner set forth in Section 1.08(c) of the Company Disclosure Schedule, sell, lease, license, mortgage, sell and leaseback or otherwise encumber or subject to any Lien (other than Permitted Encumbrances on Purchased Assets other than Transferred Equity Interests) or otherwise dispose of, in the case of the Seller Corporations, any of the Purchased Assets or any interests therein (including securitizations or factoring arrangements) and, in the case of the Transferred Entities, any material assets, except for sales of inventory in the ordinary course of business consistent with past practice;

(f) in the case of the Transferred Entities, (i) incur any Indebtedness, issue or sell any debt securities or calls, options, warrants or other rights to acquire any debt securities of any Transferred Entity, guarantee any debt securities of another Person, enter into any "keep well" or other Contract to maintain any financial statement condition of another Person or enter into any arrangement having the economic effect of any of the foregoing or (ii) make any loans, advances or capital contributions to, or investments in, any other Person;

(g) make or agree to make any capital expenditures not included in the capital budget for the Business set forth in Section 4.01(g) of the Company Disclosure Schedule or otherwise, individually in excess of $25,000 or in the aggregate in excess of $100,000;

(h) except as required by law or any judgment, (i) pay, discharge, settle or satisfy any material claims, liabilities, obligations or litigation (absolute, accrued, asserted or unasserted, contingent or otherwise) of a Transferred Entity, other than the payment, discharge, settlement or satisfaction in the ordinary course of business consistent with past practice or in accordance with their terms, of liabilities disclosed, reflected or reserved against in the Transferred Entity Financial Statements or incurred since the date of such Transferred Entity Financial Statements in the ordinary course of business consistent with past practice, (ii) waive or assign any material claims or rights of substantial value of a Transferred Entity or with respect to a Purchased Asset or (iii) waive any material benefits of, or agree to modify in any material respect, or, subject to the terms hereof, fail to enforce in any material respect, or consent to any matter with

respect to which consent is required under, any Assigned Contract or any material confidentiality or similar Contract to which a Transferred Entity is a party;

(i) enter into any material Contract of a Transferred Entity other than such Contracts that are made in the ordinary course of business consistent with past practice and do not provide for (i) in the case of each such Contract, aggregate amounts payable by any Transferred Entities over the term of such Contract that exceed $250,000, (ii) in the case of all Contracts entered into pursuant to this Section 4.01(i), aggregate amounts payable by any Transferred Entities over the terms of all such Contracts that exceed $1,000,000 in the aggregate and (iii) any non-compete, exclusivity, most favored nation, no solicitation or no hire provisions that restrict Transferred Entities or any of their Affiliates;

(j) modify, amend, assume or terminate any Assigned Contract or any Material Contract or Lease or waive, release or assign any material rights or claims thereunder;

(k) enter into any Contract (i) containing any provision dealing with a "change of control" or similar event with respect to any Transferred Entity or (ii) requiring consent, approval or waiver of, or notice to, a Governmental Entity or other third party in the event of or with respect to the transactions contemplated by this Agreement or the other Transaction Documents;

(l) reject any Assigned Contract under Section 365 of the Bankruptcy Code;

(m) commence any material Litigation or audit by any Transferred Entity other than collection, default or other proceedings in the ordinary course of business;

(n) (i) adopt, enter into, terminate or amend (A) any Collective Bargaining Agreement that relates to any Business Employee, (B) any Assumed Benefit Plan or (C) any other agreement with any Business Employee, (ii) increase in any manner the compensation, bonus or fringe or other benefits of, or grant or pay any bonus of any kind or amount whatsoever to, any Business Employee, (iii) grant or pay any severance or termination pay or increase in any manner the severance or termination pay of any Business Employee, (iv) take any action to fund or in any other way secure the payment of compensation or benefits to any Business Employee, (v) take any action to accelerate the vesting or payment of any compensation or benefit of any Business Employee or (vi) enter into any contract to take any action that is prohibited by any of the foregoing clauses (i) through (v), except in the case of clauses (i) through (v), (A) to the extent required by applicable law or (B) as required under the terms of any Company Benefit Plan or Collective Bargaining Agreement or other Contract as in effect on the date hereof;

(o) adopt or propose any material change to, or fail to maintain, material insurance policies existing as of the date of this Agreement with respect to the Business;

(p) engage in any transaction with any officer or director (outside such officer's or director's capacity as an officer or director) or other Affiliate of the Company or any

of its Subsidiaries (including the Transferred Entities) outside the ordinary course of business;

(q) in the case of a Transferred Entity, acquire any business or Person, by merger or consolidation, purchase of substantial assets or equity interests, or by any other manner, in a single transaction or a series of related transactions;

(r) take any action or fail to take any action, individually or in a series of actions or inactions, outside the ordinary course of business, that would reasonably be expected to diminish the value of the Purchased Assets or the assets or properties of the Transferred Entities in any material respect;

(s) make any material change in any method of accounting or accounting policy or practice used by a Transferred Entity other than those required by GAAP in the jurisdiction of organization of such Transferred Entity or applicable law;

(t) make or revoke any material Tax election or resolve any Tax audit or other similar proceeding in respect of material Taxes related to the Purchased Assets or payable by any of the Transferred Entities; or

(u) authorize any of, or commit, resolve, propose or agree to take any of, the foregoing actions.

Section 4.02. Intercompany Arrangements and Accounts. Except as expressly set forth in Section 4.02 of the Company Disclosure Schedule or otherwise in this Agreement or as expressly agreed by Buyer, after the execution of this Agreement until the Closing Date, the Company shall not, and shall cause the other Seller Corporations and the Transferred Entities not to, (i) cancel or terminate any material Contracts or other material arrangements between the Company and its Affiliates (other than the Transferred Entities), on the one hand, and the Transferred Entities, on the other hand, that were entered into on or prior to the Closing or (ii) settle or extinguish any intercompany receivables or payables between the Company or its Affiliates (other than the Transferred Entities), on the one hand, and the Transferred Entities, on the other hand, that were incurred on or prior to the Closing.

Section 4.03. [Intentionally Omitted.]

Section 4.04. Advice of Changes; Filings. After the execution of this Agreement until the Closing Date, the Company and Buyer shall promptly advise the other party orally and in writing of (i) any representation or warranty made by it contained in this Agreement or any of the other Transaction Documents that is qualified as to materiality becoming untrue or inaccurate in any respect or any such representation or warranty that is not so qualified becoming untrue or inaccurate in any material respect, (ii) the failure of it to comply with or satisfy in any material respect any covenant, condition or agreement to be complied with or satisfied by it under this Agreement or any of the other Transaction Documents or (iii) any material damage or material loss to any of the material Purchased Assets or the material properties or assets of any Transferred Entity; provided, however, that no such notification shall affect the representations, warranties, covenants or agreements of the parties (or remedies with respect thereto) or the

conditions to the obligations of the parties under this Agreement or any of the other Transaction Documents; provided, however, that the failure to provide such notification shall not give rise to a failure of a condition set forth in Section 6.02(b) or 6.03(b) to the extent that (A) the failure of the applicable party to provide such notification was due to such party not having Knowledge of such breach or failure or not having Knowledge that notification of such breach or failure was required under the terms of this Agreement and (B) such breach or failure (and any recurrence thereof) shall have been cured on or prior to the Closing or no longer exists immediately prior to the Closing. The Company and Buyer shall, to the extent permitted by Legal Provisions, promptly provide the other with copies of all material filings made by such party (or, in the case of the Company, by any Seller Corporation) with any Governmental Entity in connection with this Agreement, the other Transaction Documents and the transactions contemplated hereby and thereby.

Section 4.05. Certain Tax Matters.

(a) Purchase Price. The parties hereto agree that, for all Tax purposes, the aggregate purchase price paid by Newco for the Purchased Assets shall be the sum of (i) the Final Closing Date Consideration plus (ii) the amount of the Assumed Liabilities plus (iii) the face value of the New Term Note plus (iv) the face value of the Demand Note (the "Aggregate Purchase Price").

(b) Aggregate Purchase Price Allocation. The Aggregate Purchase Price shall be allocated among the Purchased Assets in the manner determined by Buyer in its reasonable discretion. Within 120 calendar days of Closing, Buyer shall submit a copy of such allocation to the Company for the Company's review and comment. Buyer shall consider in good faith any comments that it receives from the Company but shall not be bound by such comments. Buyer and the Company agree to report the federal, state, local and other Tax consequences of the purchase and sale hereunder (including in filing IRS Form 8594) in a manner consistent with such allocation and that it will not take any position inconsistent therewith in connection with any Tax Return, refund claim, litigation or otherwise, unless and to the extent required to do so by applicable law. Notwithstanding any other provision of this Agreement, this Section 4.05(b) shall (i) survive the consummation of the transactions contemplated by this Agreement and (ii) not be binding on any allocation of the Aggregate Purchase Price in the Bankruptcy Cases.

(c) Straddle Periods. With respect to all real, personal and intangible property taxes ("Property Taxes") imposed on a periodic basis with respect to the Purchased Assets, in the case of any taxable period that includes (but does not end on) the Closing Date (a "Straddle Period"), the Property Taxes for such Straddle Period shall be allocated to the Pre-Closing Tax Period on a *pro rata* basis (based on the number of days during such taxable period elapsed on or prior to the Closing Date).

(d) Transfer Taxes. All Transfer Taxes shall be borne in equal amounts by Buyer, on the one hand, and by the Seller Corporations, on the other hand. The Company shall, and shall cause the Seller Corporations to, timely file all Tax Returns for Transfer Taxes and provide Buyer a copy of such Tax Returns at least ten calendar days prior to filing such Tax Returns. Buyer agrees to take such actions and to execute such certificates and other documents

as from time to time shall be reasonably requested by the Company in order to minimize the amount of any Transfer Taxes.

(e) Certificates. Prior to the Closing Date, the Company shall, and shall cause the Seller Corporations to, provide Buyer with the clearance certificates and exemption certificates listed on Section 4.05(e) of the Company Disclosure Schedule.

Section 4.06. Certain Bankruptcy Matters. (a) The Company shall file with the Bankruptcy Court, within three business days following the execution hereof, a motion seeking (i) the approval of this Agreement and the other Transaction Documents, (ii) the approval of the transactions contemplated hereby and thereby, including (1) the procedures set forth in Exhibit D hereto for the Auction (the "Bidding Procedures") on an expedited basis, (2) the provisions of this Agreement to be performed by each Seller Corporation prior to the Closing (including the provisions of this Article IV and Article V) and (3) Article VII of this Agreement (including the Break-up Fee and Expense Reimbursement), (iii) the approval of the timely performance by the Company of its obligations hereunder, (iv) a finding that Buyer is a good faith purchaser under Section 363(m) of the Bankruptcy Code and (v) a finding that Buyer has provided adequate assurance of future performance of the Assigned Contracts (such motion, the "Sale Motion"), in form and substance reasonably satisfactory to Buyer, for approval by the Bankruptcy Court pursuant to the Sale Order. The Company shall attach a true and complete copy of this Agreement (including all schedules and exhibits hereto except for schedules and exhibits that contain information the disclosure of which is prohibited by law) to the Sale Motion, and the Sale Motion shall include a request for entry of the Bidding Procedures Order; provided that, prior to such filing, the Company shall redact any employee confidential information contained in any Section of the Company Disclosure Schedule.

(b) The Company shall file all pleadings with the Bankruptcy Court as are necessary or appropriate to secure entry of the Bidding Procedures Order and the Sale Order, shall serve all parties entitled to notice of such pleadings under applicable provisions of the Bankruptcy Code and all related rules and orders of the Bankruptcy Court and shall diligently pursue the issuance of such Orders (including by presenting all evidence necessary to support the Sale Motion, responding to objections and discovery requests made by any party in interest and taking all such other actions as may be necessary to obtain the issuance of the Bidding Procedures Order and the Sale Order). The Company shall oppose and seek the dismissal of any appeal (including a petition for certiorari, motion for rehearing, reargument, reconsideration or revocation) of the Bidding Procedures Order or Sale Order that is filed. Except with respect to the documents to be filed with the Bankruptcy Court on the date hereof, the Company shall provide Buyer at least five calendar days in advance of filing with the Bankruptcy Court, a draft of any motions, orders, amendments, supplements or other pleadings that any Seller Corporation proposes to file with the Bankruptcy Court seeking approval of this Agreement and the Transaction Documents. The Company shall, and shall cause each Seller Corporation to, reasonably cooperate with Buyer with respect to all such filings and incorporate any reasonable comments of Buyer and its counsel into such order, amendment, supplement, motion or pleading. The Company shall diligently prosecute expedited approval of the Bidding Procedures Order, including the approval of the Break-up Fee and Expense Reimbursement. Each party hereto shall promptly notify the other party if at any time before the Closing Date such party becomes

aware that any information provided to the Bankruptcy Court contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.

(c) The Company shall, and shall cause the other Seller Corporations to, offer the Purchased Assets for sale in accordance with the bidding procedures reflected in the Bidding Procedures Order and shall solicit qualified bids only in accordance with the terms of the Bidding Procedures (each, a "Qualified Bid") and only from bidders who comply with all the requirements of the Bidding Procedures Order (each, a "Qualified Bidder"). If one or more Qualified Bids is timely received by the Company, the Company shall conduct the Auction in accordance with the Bidding Procedures. Consummation of the Acquisition is subject to the determination by the Bankruptcy Court that this Agreement is the highest or otherwise best offer from a Qualified Bidder for the Purchased Assets and the Assumed Liabilities. For the avoidance of doubt, Buyer is and shall be deemed to be a "Qualified Bidder" and this Agreement is and shall be deemed to be a "Qualified Bid".

ARTICLE V

Additional Covenants

Section 5.01. Access to Information; Confidentiality. The Company shall, and shall cause the other Seller Corporations and the Transferred Entities to, afford to Buyer, and to Buyer's officers, employees, accountants, counsel, financial advisors and other Representatives, reasonable access (including for the purposes of (a) investigating the business, assets, Contracts, rights, liabilities and obligations of the Seller Corporations that relate to the Business or the Transferred Entities for any purpose, including so that Buyer may more fully familiarize itself with the Purchased Assets and Assumed Liabilities and assets, properties and Liabilities that may become Purchased Assets and Assumed Liabilities hereunder and with the assets, properties and Liabilities of the Transferred Entities and (b) coordinating integration activities and transition planning with the employees of the Company and its Subsidiaries) during normal business hours and upon reasonable prior notice to the Company during the period prior to the Closing or the termination of this Agreement to all properties, books, Contracts, personnel and records of the Seller Corporations that relate to the Business or the Transferred Entities and the Purchased Assets (provided that Buyer may not perform environmental sampling or testing prior to the Notice Date without the Company's consent and, after the Notice Date, any environmental sampling or testing performed by Buyer at its discretion at the Transferred Facilities or facilities owned or operated by the Transferred Entities shall not unreasonably interfere with the operation of such facility) and, during such period, the Company shall, and shall cause each Seller Corporation to, furnish promptly to Buyer (i) subject to Section 4.05(b), all pleadings, motions, applications and judicial information, in each case filed by or on behalf of any Seller Corporation with the Bankruptcy Court or provided to any creditors' committee at the time such document is filed with the Bankruptcy Court or provided to such committee, (ii) a copy of each material correspondence or written communication with any Governmental Entity and (iii) all other material information concerning the business, properties and personnel of the Seller Corporations that relate to the Business or the Transferred Entities as Buyer may reasonably

request. Except for disclosures expressly permitted by the terms of the Confidentiality Agreement dated June 15, 2009, between Buyer and the Company (the "Confidentiality Agreement"), Buyer shall hold, and shall cause its officers, employees, accountants, counsel, financial advisors and other Representatives to hold, all information received from the Company, directly or indirectly, in confidence in accordance with the Confidentiality Agreement. No investigation pursuant to this Section 5.01 or information provided or received by any party hereto pursuant to this Agreement will affect any of the representations or warranties of the parties hereto contained in this Agreement or the conditions hereunder to the obligations of the parties hereto.

Section 5.02. Commercially Reasonable Efforts. (a) Upon the terms and subject to the conditions set forth in this Agreement, each of the parties hereto agrees to use its commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other parties in doing, all things necessary, proper or advisable to consummate and make effective, in the most expeditious manner practicable, the transactions contemplated by this Agreement, including using commercially reasonable efforts to accomplish the following: (i) the taking of all acts necessary to cause the conditions to Closing to be satisfied as promptly as practicable, (ii) the obtaining of all necessary actions or nonactions, waivers, consents and approvals from Governmental Entities and the making of all necessary registrations and filings (including filings with Governmental Entities) and the taking of all steps as may be necessary to obtain an approval or waiver from, or to avoid an action or proceeding by, any Governmental Entity, (iii) the obtaining of all necessary consents, approvals or waivers from third parties, including transferring any Transferred Permits and obtaining and/or applying for any other Permits necessary for the operation of the Business or Purchased Assets. The Company shall be responsible for all costs of transferring, obtaining and/or applying for such Transferred Permits and other Permits and none of Buyer, Newco or any other Affiliate of Buyer shall be required to make any payment to any such third parties or concede anything of value to obtain such consents. The Company and its Board of Directors shall (A) take all action necessary to ensure that no state takeover statute or similar statute or regulation is or becomes applicable to this Agreement, any of the other Transaction Documents or any of the transactions contemplated by this Agreement or the other Transaction Documents, (B) if any state takeover statute or similar statute becomes applicable to this Agreement, any of the other Transaction Documents or any of the transactions contemplated by this Agreement or the other Transaction Documents, take all action necessary to ensure that the transactions contemplated by this Agreement and the other Transaction Documents may be consummated as promptly as practicable on the terms contemplated by this Agreement and the other Transaction Documents and otherwise to minimize the effect of such statute or regulation on this Agreement, any of the other Transaction Documents and the transactions contemplated by this Agreement and the other Transaction Documents, (C) use its commercially reasonable efforts to obtain entry by the Bankruptcy Court of the Sale Order and the Bidding Procedures Order and (D) provide timely and proper written notice of the motion seeking entry of the Sale Order to all parties to Assigned Contracts and take all other actions necessary to cause such Assigned Contracts to be assumed by any Seller Corporation and assigned to Newco (or another Affiliate of Buyer) pursuant to Section 365 of the Bankruptcy Code. Nothing in this Agreement shall be deemed to require Buyer to agree to, or proffer to, divest or hold separate any assets or any portion of any business of Buyer, the Company or any of their respective Subsidiaries or Affiliates. Buyer and the

Company agree to negotiate in good faith the form of Transitional Services Agreement to be executed and delivered at Closing and to endeavor in good faith to complete such negotiations prior to the Notice Date.

(b) The Company shall promptly notify Buyer in the event that any Critical Supplier, Specified OEM or Specified Customer, after the date of this Agreement, materially changes its relationship with, or notifies any Seller Corporation or any Transferred Entity that it intends to materially change any such relationship with the Business (any such Person being referred to as a "Deviating Party"). In such an event, the Company shall use commercially reasonable efforts (which efforts will not involve out-of-pocket costs to any Seller Corporation or any Transferred Entity), in consultation with Buyer, to cause such Deviating Party to reestablish its relationship with the Business in a manner and on terms that are comparable to the historical relationship between the Deviating Party and the Business prior to such material change or, in the event such Deviating Party has provided notice to such Seller Corporation or such Transferred Entity of its intention to materially change its relationship with the Business (but has not yet taken steps to effectuate such change), the Company shall use commercially reasonable efforts (which efforts will not involve out-of-pocket costs to any Seller Corporation or any Transferred Entity), in consultation with Buyer, to obtain from such Deviating Party a withdrawal of such notice and reasonable assurances that it will not materially change its relationship with the Business (either prior to or after the Closing Date).

Section 5.03. Public Announcements. Notwithstanding anything herein to the contrary, no party shall make any press release or public announcement or communication concerning this Agreement or the transactions contemplated herein (including any formal statement or announcement to employees of the Business or the Transferred Entities) without the prior written consent of the other party hereto (which consent shall not be unreasonably withheld or delayed); provided, however, that a party may make any such release, announcement or communication that is required by any applicable Legal Provision or the order of the Bankruptcy Court; provided further that if any such release, announcement or communication is so required, the disclosing party shall give the non-disclosing party, to the fullest extent permitted by applicable law, prior notice of, and an opportunity to comment on, the proposed disclosure. The parties acknowledge that the Company shall file this Agreement (including all schedules and exhibits hereto except schedules and exhibits that contain information the disclosure of which is prohibited by law) with the Bankruptcy Court in connection with obtaining the Bidding Procedures Order and Sale Order in accordance with the terms of this Agreement; provided that, prior to such filing, the Company shall redact any employee confidential information contained in any Section of the Company Disclosure Schedule.

Section 5.04. Fees and Expenses. Except as provided in Section 7.03, Section 7.04 and Section 7.06, all fees and expenses incurred in connection with this Agreement, the other Transaction Documents and the transactions contemplated hereby and thereby shall be paid by the party incurring such fees or expenses, whether or not the Acquisition is consummated.

Section 5.05. Additional Agreements. In case at any time after the Closing any further action is necessary or desirable to carry out the purposes of this Agreement or to vest

Newco (or another Affiliate of Buyer) with full title to any Purchased Asset, each party to this Agreement shall use commercially reasonable efforts to take all such necessary action.

Section 5.06. Employee Matters. (a) Effective as of 11:59 p.m., New York City time, on the Closing Date, Buyer shall, or shall cause its Affiliates to, make offers of employment to each employee of the Company and its Subsidiaries (other than the Transferred Entities) whose names are set forth on Section 5.06(a) of the Company Disclosure Schedule (each such employee, and each other employee that the Company and Buyer agree in writing shall be added to Section 5.06(a) of the Company Disclosure Schedule following the Schedule Delivery Date, a "Business Employee"), provided that such Business Employee is actively employed by the Company or its Subsidiaries as of the Closing. The Business Employees who accept such offer of employment and transfer to Buyer or its Affiliates (such employees, the "Transferred Employees") shall transfer to Buyer or one of its Affiliates as of 11:59 p.m., New York City time, on the Closing Date or, where applicable, the Re-employment Date (such time, the "Transfer Time"). Buyer shall determine, in its sole and absolute discretion, the terms and conditions of employment to be offered to the Business Employees; provided that the terms and conditions of employment to be offered to any Business Employee who is covered by a collective bargaining agreement that Buyer assumes or enters into in conjunction with the Closing shall be governed by the terms of the applicable collective bargaining agreement.

(b) When a Business Employee who is, on the Closing Date, not actively employed but is absent due to illness or on short-term disability (including maternity disability) or workers' compensation (but not long-term disability) or on military leave seeks to return to active employment, Buyer shall, as appropriate, continue to employ or offer employment to such Business Employee if such Business Employee presents himself or herself for active employment not later than six months following the Closing Date and establishes at such time that he or she is medically capable of performing the essential functions of the position occupied immediately before such absence, as determined in good faith by Buyer, at which time he or she shall become a Transferred Employee. Notwithstanding the foregoing, Buyer and its Affiliates shall be required to continue to employ or to offer employment to such Business Employee only to the same extent that the Company or its Subsidiaries would have been required to employ or re-employ such employee in accordance with applicable law or the applicable policies, practices and procedures of the Company or its Subsidiaries as in effect at the time such leave of absence commenced, in each case if the transactions contemplated by this Agreement had not occurred. Notwithstanding the definition of "Transferred Employee" for purposes of this Agreement or any other provision to the contrary, a Business Employee on disability or leave of absence as of the Closing Date shall not be considered a Transferred Employee for purposes of this Agreement unless and until (i) such employee accepts an offer of employment or offer of continuation of employment by Buyer or any of its Affiliates and becomes actively employed by Buyer or any of its Affiliates for at least one day commencing on the date of such Business Employee's return to active employment from disability or leave of absence (such date, the "Re-employment Date") or (ii) such Business Employee's employment, as a matter of law, automatically transfers to, or continues with, Buyer or any of its Affiliates on such Business Employee's Re-employment Date.

(c) With respect to any welfare benefit plans maintained for the benefit of Transferred Employees or their eligible dependents following the Transfer Time, Buyer shall (i) cause there to be waived any pre-existing condition limitations, exclusions and actively-at-work requirements with respect to participation and coverage, to the extent waived or satisfied under the Company Benefit Plans at the Transfer Time, and (ii) give effect, in determining any deductible and out-of-pocket amounts, to claims incurred and amounts paid by, and amounts reimbursed to, such Transferred Employees or their eligible dependents prior to the Transfer Time in the plan year in which the Transfer Time occurs for purposes of satisfying any applicable deductible or out-of-pocket requirements or limitations under any similar welfare benefit plans sponsored or maintained by Buyer or its Affiliates in which such Transferred Employees or their eligible dependents participate following the Transfer Time.

(d) The Company shall be responsible for providing continuation coverage, within the meaning of COBRA, as is required pursuant to COBRA, in respect of any employee of the Company or any of its Subsidiaries or any "qualified beneficiary" (as defined in COBRA) of any such employee who incurs a "qualifying event" at or prior to the Transfer Time. Buyer shall be responsible for providing such continuation coverage as is required under COBRA in respect of any Transferred Employee or any qualified beneficiary of a Transferred Employee, in each case, who incurs a qualifying event following the Transfer Time.

(e) Notwithstanding any other provision of this Agreement to the contrary, from and after the Closing, the Company and its Subsidiaries shall retain all Liabilities with respect to (i) all Company Benefit Plans, except to the extent that any such Company Benefit Plan is an Assumed Benefit Plan, (ii) all employment and employee-benefits related Liabilities in connection with any current or former employee of the Company or its Subsidiaries (other than the Transferred Entities) who is not a Transferred Employee and (iii) all employment and employee-benefits related Liabilities in connection with any Transferred Employee arising on or prior to the Transfer Time, except, solely in the case of this clause (iii), to the extent explicitly assumed by Buyer or its Affiliates pursuant to this Agreement, and the Company shall indemnify and hold harmless Buyer and its Affiliates from and against all Liabilities described in the foregoing clauses (i), (ii) and (iii).

(f) The Company shall be responsible, in accordance with its welfare plans in effect as of the Transfer Time, for all reimbursement claims (such as medical and dental claims) for expenses incurred, and for all non-reimbursement claims (such as life insurance claims) incurred, under any Company Benefit Plans that are "employee welfare benefit plans" (within the meaning of Section 3(1) of ERISA) at or prior to the Transfer Time, by employees of the Company and its Subsidiaries and their eligible dependents and beneficiaries. Notwithstanding anything to the contrary in the immediately preceding sentence, Buyer shall be responsible for all medical and dental reimbursement claims for expenses incurred by any Transferred Employee (and his or her dependents and beneficiaries) at or prior to the Transfer Time. Buyer shall be responsible for all reimbursement claims (such as medical and dental claims) for expenses incurred, and for all non-reimbursement claims (such as life insurance claims) incurred following the Transfer Time by any Transferred Employee (and his or her dependents and beneficiaries) under any welfare benefit plans of Buyer or its Affiliates. For purposes of this Section 5.06(f), a claim shall be deemed to be incurred as follows: (1) life, accidental death and dismemberment,

disability and business travel accident insurance benefits, upon the death, accident or illness giving rise to such benefits and (2) health, dental and prescription drug benefits (including in respect of any hospital confinement), upon commencement of the provision of the related services, materials or supplies. The Company shall be responsible for all claims for workers compensation benefits that are incurred at or prior to the Transfer Time by employees of the Seller Corporations to the extent permitted by law. Buyer shall be responsible for all claims for workers compensation benefits that are incurred following the Transfer Time by Transferred Employees. A claim for workers compensation benefits shall be deemed to be incurred when the event giving rise to the claim (the "Workers Compensation Event") occurs. If the Workers Compensation Event occurs over a period both preceding and following the Transfer Time, the claim shall be the joint responsibility and liability of the Company and Buyer and shall be equitably apportioned between the Company and Buyer based upon the relative periods of time that the Workers Compensation Event transpired preceding and following the Transfer Time.

(g) If Newco maintains or establishes a defined contribution plan that includes a qualified cash or deferred arrangement within the meaning of Section 401(k) of the Code (the "Newco 401(k) Plan"), Buyer shall cause the Newco 401(k) Plan to accept "direct rollovers" (within the meaning of Section 401(a)(31) of the Code) of distributions from a defined contribution plan of the Company that includes a cash or deferred arrangement within the meaning of Section 401(k) of the Code (the "Company 401(k) Plan") to Transferred Employees (including direct rollovers of outstanding loans and any promissory notes or other documents evidencing such loans), if such rollovers are elected in accordance with the terms of the Company 401(k) Plan and applicable law by such Transferred Employees, subject to Buyer's satisfaction that the Company 401(k) Plan is in compliance with all applicable laws, and that such plan continues to satisfy the requirements for a qualified plan under Section 401(a) of the Code, and that the trust that forms a part of such plan is exempt from Tax under Section 501(a) of the Code. In the event any Transferred Employee does not elect to effect such rollover, the Company shall permit such Transferred Employee to retain such Transferred Employee's account balances in the Company 401(k) Plan. The Company 401(k) Plan shall be considered an Assumed Benefit Plan for purposes of this Agreement solely with respect to account balances rolled over in accordance with this Section 5.06(g), provided that the Company and the Company 401(k) Plan shall indemnify and hold Buyer, its Affiliates and the Newco 401(k) Plan harmless from and against any liability that may result from any claim or benefit alleged to be payable under the Company 401(k) Plan arising out of the failure of the Company to administer the Company 401(k) Plan in compliance with applicable law.

(h) As of the Transfer Time, Buyer or its Affiliates shall, solely to the extent accrued within the 12-month period prior to the Closing Date, assume and honor all holidays or holiday pay, sick leave and vacation days accrued but not yet taken by Transferred Employees as of the Transfer Time (it being understood that Buyer and its Affiliates may deduct from the number of vacation days and sick leave made available by Buyer or its Affiliates to any Transferred Employee the number of days of vacation or sick leave previously taken by such Transferred Employee while in the employ of the Company in the applicable year).

(i) As of the Transfer Time, Buyer or its Affiliates shall, solely to the extent accrued prior to the Closing Date, (A) assume liability for any unpaid payroll with respect to the

Transferred Employees and (B) assume liability for any compensation under, and shall make any and all payments required to be made pursuant to, any variable pay, bonus, cash performance and incentive plans with respect to the Transferred Employees set forth in Section 5.06(i) of the Company Disclosure Schedule.

(j) The Company agrees to provide or cause to be provided any required notice under WARN and any similar applicable law and otherwise to comply with any such applicable law with respect to any "plant closing" or "mass layoff" (as defined in WARN) or similar event affecting employees of the Business and occurring prior to the Closing Date. Buyer agrees to provide or cause to be provided any required notice under WARN and any similar applicable law and otherwise comply with any such applicable law with respect to any "plant closing" or "mass layoff" (as defined in WARN) or similar event affecting employees of the Business and occurring on the Closing Date as a result of the Closing. The Company shall notify Buyer of any "employment loss" (as defined in WARN) experienced by any employees of the Business during the 90-day period prior to the Closing Date. The Company shall retain, and shall indemnify and hold harmless Buyer and its Affiliates from and against, all liabilities pursuant to WARN and any similar applicable law in connection with any actions of the Seller Corporations on or prior to the Closing Date.

(k) The provisions of this Section 5.06 are for the sole benefit of the parties to this Agreement and nothing herein, expressed or implied, is intended or shall be construed to (i) constitute an amendment to any of the compensation and benefits plans maintained for or provided to Transferred Employees prior to or following the Transfer Time or (ii) confer upon or give to any Person, other than the parties to this Agreement and their respective permitted successors and assigns, any legal or equitable or other rights or remedies with respect to the matters provided for in this Section 5.06 under or by reason of any provision of this Agreement. Nothing in this Section 5.06 shall be construed to limit any rights that Buyer or any of its Affiliates may have under any plan or arrangement to amend, modify, terminate or adjust any particular plan or arrangement.

(l) The Seller Corporations shall be relieved of their Form W-2, Wage and Tax Statement, reporting obligations and related tax returns, with respect to each Transferred Employee. Newco shall assume the Seller Corporations' entire Form W-2 reporting obligations for all Transferred Employees, and each W-2 furnished to a Transferred Employee by Newco shall include wages paid and taxes withheld by the Seller Corporations and Newco during the fiscal year during which the Closing occurs.

Section 5.07. Corporate Name. Following the Closing, other than as required by any applicable Legal Provision or the Bankruptcy Court, none of the Seller Corporations, their Affiliates (other than the Transferred Entities) or any of their respective successors or assigns (other than Buyer and its Affiliates) shall (a) register with any Governmental Entity or other organization using the name "Metaldyne", (b) permit any such existing registration to continue in effect or (c) otherwise use in any manner or in any form the name "Metaldyne" (provided that the purchaser of any Excluded Business shall be permitted to sell or dispose of any existing inventories bearing the "Metaldyne" name for a reasonable period following the Closing). In connection with the foregoing, other than as expressly required by the Bankruptcy Court, the

Company shall, and shall cause each Seller Corporation and its and their Affiliates to, as soon as reasonably practicable, and in any event within 15 business days after the Closing Date, change its corporate name to a name not including, or, in the reasonable judgment of Buyer, not confusingly similar to, "Metaldyne".

Section 5.08. Title Insurance and Surveys. Following the Notice Date, the Company shall, at its own expense, in respect of each Transferred Facility that is an Owned Property or a material Leased Property (other than an Excluded Facility) (each, an "Insured Property") (a) use commercially reasonable efforts to obtain a commitment for an owner's or a leasehold policy of title insurance, as applicable, from a title insurance company selected by the Company and approved by Buyer, such approval not to be unreasonably withheld, in an amount reasonably agreed to by the Buyer, insuring the title and interest of Buyer or an Affiliate in and to each such Insured Property and any beneficial easements or rights of way appurtenant thereto, on ALTA forms or equivalent with such affirmative endorsements as Buyer may reasonably require, and showing no exceptions other than Permitted Encumbrances and encumbrances as the Buyer shall agree to, (b) provide to the Buyer, to the extent in its possession, copies of any surveys it may have for each such Insured Property, and (c) provide to the title insurance company prior to the Closing Date all customary affidavits, indemnities, and assurances reasonably required by such title insurance company, including, without limitation, survey affidavits of the applicable Seller Corporations certifying that there has been no change to any survey provided by the Company such that, to the fullest extent possible, the Title Policy in respect of such survey shall not include a general survey exception (any such survey together with the survey affidavit provided by the Company which results in a title commitment without a general survey exception, an "Approved Survey Package") . The title insurance policies for each Insured Property (each, a "Title Policy") (i) shall be issued as of the Closing Date, (ii) shall be based on the commitments in clause (a) above (subject to the remainder of this Section 5.08), and (iii) shall be paid for by the Company. In the event that the Company shall not, in good faith, have an Approved Survey Package for any given Insured Property and communicates same to Buyer as soon as practicable following the Notice Date, Buyer may, but will not be obligated to, purchase new surveys for one or more of such Insured Properties, and in such event, the parties agree that the Title Policy in respect of any Insured Property for which the Company does not have a survey may contain a general survey exception as of the Closing Date.

Section 5.09. Audited Financial Statements. Following the Notice Date, the Company, upon Buyer's request and at Buyer's expense, shall commence the preparation of a carve-out, audited balance sheet, income statement and statement of cash flows of the Business (the "Audited Financial Statements"). In connection with such preparation, the Company shall cooperate with Buyer in the formulation of an audit plan such that the Audited Financial Statements shall be finally prepared and in compliance with International Financial Reporting Standards by October 31, 2009.

Section 5.10. Access to Transferred Records. Following the Closing Date, upon the Company's request and at the Company's expense, Buyer will provide the Company with copies of the Transferred Records to the extent access to such Transferred Records is reasonably necessary for any Seller Corporation's financial, accounting or tax reporting purposes.

ARTICLE VI

Conditions Precedent

Section 6.01. Conditions to Each Party's Obligation to Effect the Acquisition. The respective obligations of each of the parties to consummate the transactions contemplated by this Agreement shall be subject to the satisfaction or, to the extent permitted by law, waiver on or prior to the Closing Date of the following conditions:

(a) No Injunctions or Restraints. No temporary restraining order, preliminary or permanent injunction or other judgment or order issued by any court of competent jurisdiction or other statute, law, rule, legal restraint or prohibition (collectively, "Restraints") shall be in effect (i) enjoining, restraining, prohibiting or preventing the consummation of the Acquisition or otherwise making the consummation of the Acquisition illegal or (ii) which otherwise has had or would reasonably be expected to have a Material Adverse Effect.

(b) Antitrust Approvals. The waiting period (and any extension thereof) applicable to the consummation of the Acquisition under the HSR Act, if any, shall have expired or been terminated and all other material filings and approvals under the Foreign Antitrust Laws, if any, shall have been made or obtained.

(c) Sale Order. The Bankruptcy Court shall have entered the Sale Order, which shall be a Final Order. Notwithstanding the foregoing, nothing in this Agreement shall preclude Buyer from consummating the transactions contemplated herein if Buyer, in its sole and absolute discretion, waives the requirement that the Sale Order shall have become a Final Order. No notice of such waiver of this or any other condition to the Closing need be given except to the Seller Corporations, it being the intention of the parties hereto that Buyer shall be entitled to, and is not waiving, the protections of Section 363(m) of the Bankruptcy Code, the mootness doctrine and any similar statute or body of law if the Closing occurs in the absence of the Sale Order being a Final Order.

Section 6.02. Conditions to the Obligations of Buyer. The obligations of Buyer to consummate the transactions contemplated by this Agreement shall be subject to the satisfaction or, to the extent permitted by law, waiver by Buyer on or prior to the Closing of the following conditions; provided that the condition to Closing contained in Section 6.02(l) must be either deemed satisfied or waived by Buyer, in its sole and absolute discretion, on or prior to the Notice Date:

(a) Representations and Warranties. The representations and warranties of the Company contained in this Agreement that are qualified as to materiality shall be true and correct, and the representations and warranties of the Company contained in this Agreement that are not so qualified shall be true and correct in all material respects, in each case as of the date of this Agreement, after taking into account the delivery of the Company Disclosure Schedule on the Schedule Delivery Date, and as of the Closing Date as though made on the Closing Date, except to the extent such representations and warranties expressly relate to an earlier date, in which case as of such earlier date. Buyer

shall have received a certificate signed on behalf of the Company by the chief executive officer and the chief financial officer of the Company to such effect.

(b) Performance of Obligations of the Seller Corporations. The Company shall have performed in all material respects all obligations required to be performed by it under this Agreement at or prior to the Closing Date, and Buyer shall have received a certificate signed on behalf of the Company by the chief executive officer and the chief financial officer of the Company to such effect.

(c) No Litigation. There shall not be pending or threatened any Litigation that would reasonably be expected to result in any Restraint having any of the effects set forth in Section 6.01(a) or Section 6.02(d).

(d) Restraints. No Restraint shall be in effect that would reasonably be expected to result, directly or indirectly, in (i) a prohibition of or material limitation on the acquisition, ownership or operation by Buyer or any of its Affiliates of the Business or any of the Purchased Assets, or a requirement that Buyer or any of its Affiliates divest or hold separate any of the Purchased Assets or any of the assets of the Transferred Entities, Buyer or any of its Affiliates, in each case as a result of the transactions contemplated by this Agreement, (ii) a prohibition preventing Buyer or any of its Affiliates from effectively controlling in any material respect any of the Purchased Assets or any of the assets or properties of any of the Transferred Entities or (iii) a Material Adverse Effect.

(e) Consents. Buyer shall have received evidence, in form and substance reasonably satisfactory to it, that the Company shall have obtained all consents, approvals, authorizations, qualifications, waivers, orders and approvals of all Governmental Entities or third parties, if any, set forth in Section 6.02(e) of the Company Disclosure Schedule.

(f) Bills of Sale and Transfer Documents. The Company shall have delivered to Newco the Bills of Sale with respect to the Purchased Assets (other than the Transferred Equity Interests) and all Transfer Documents, in each case, duly executed by each Seller Corporation executing each such Bill of Sale or Transfer Document.

(g) Transferred Equity Interests. Newco shall have received a certificate or certificates representing the Purchased Companies' Equity Interests (to the extent certificated), duly endorsed by the applicable Seller Corporation for transfer to Newco (or one or more other Subsidiaries of Buyer) with appropriate transfer stamps, if any, affixed and the Transferred Entity Stock Purchase Agreements shall have been duly executed by and delivered to each of the parties thereto.

(h) Transitional Services Agreement and Assignment and Assumption Agreement. The applicable Seller Corporations shall have duly executed and delivered to Newco the Transitional Services Agreement and the Assignment and Assumption Agreements, and all conditions to be fulfilled by any Seller Corporation for effecting such assignments and assumptions shall have been met

(i) Title Insurance. Newco shall have received the Title Policies for each Insured Property that is an Owned Property as contemplated by Section 5.08.

(j) Facilities. None of the facilities either included in the Transferred Facilities or held by the Transferred Entities shall have ceased operations.

(k) Amended Leases. The Amended Leases shall have been executed and delivered to Newco by the counter parties thereto.

(l) Due Diligence. On or prior to the Notice Date, Buyer shall have completed its due diligence investigation of the Business, the Purchased Assets, the Assumed Liabilities and the assets, properties and Liabilities of the Transferred Entities to its satisfaction in its sole and absolute discretion.

(m) No Material Adverse Change. There shall be no Material Adverse Change on or after the date of this Agreement.

Section 6.03. Conditions to the Obligations of the Company. The obligations of the Company to consummate the transactions contemplated by this Agreement shall be subject to the satisfaction or, to the extent permitted by law, waiver by the Company on or prior to the Closing of the following conditions:

(a) Representations and Warranties. The representations and warranties of Buyer contained in this Agreement that are qualified as to materiality shall be true and correct, and the representations and warranties of Buyer contained in this Agreement that are not so qualified shall be true and correct in all material respects, in each case as of the date of this Agreement and as of the Closing Date as though made on the Closing Date, except to the extent such representations and warranties expressly relate to an earlier date, in which case as of such earlier date. The Company shall have received a certificate signed on behalf of Buyer by an executive officer of Buyer to such effect.

(b) Performance of Obligations of Buyer. Buyer shall have performed in all material respects all obligations required to be performed by it under this Agreement at or prior to the Closing Date, and the Company shall have received a certificate signed on behalf of Buyer by an executive officer of Buyer to such effect.

(c) Transitional Services Agreement and Assignment and Assumption Agreement. Newco shall have duly executed and delivered to the Company the Transitional Services Agreement and the Assignment and Assumption Agreements.

Section 6.04. Frustration of Closing Conditions. Neither the Company nor Buyer may rely on the failure of any condition set forth in Sections 6.01, 6.02 or 6.03, as the case may be, to be satisfied if such failure was caused by such party's failure to act in good faith or to use its commercially reasonable efforts to consummate the transactions contemplated by this Agreement, as required by and subject to Section 5.02.

ARTICLE VII

Termination, Amendment and Waiver

Section 7.01. Termination. This Agreement may be terminated, and the transactions contemplated hereby may be abandoned, at any time prior to the Closing:

(a) by mutual written consent of the Company and Buyer;

(b) by either Buyer or the Company, by giving written notice of such termination to the other party, if:

(i) the Closing shall not have occurred on or before October 1, 2009 (the "Outside Date"); provided, however, that the right to terminate this Agreement under this Section 7.01(b)(i) shall not be available to any party whose breach of a representation or warranty in this Agreement or whose action or failure to act has been a principal cause of, or resulted in, the failure of the Closing to occur on or before such date;

(ii) any Restraint having the effect set forth in Section 6.01(a) shall be in effect under a Final Order; or

(iii) (A) a transaction or series of related transactions, other than the transactions to be consummated under this Agreement, pursuant to which a material portion of the Purchased Assets will be acquired by, or transferred to, a third party (whether pursuant to an asset sale, merger, stock purchase, a chapter 11 plan or otherwise), including pursuant to a credit bid by lenders under the Company's existing senior secured term loan facility or asset-based loan facility (any such transaction, an "Alternative Transaction") is consummated or (B) the Bankruptcy Court approves any agreement for an Alternative Transaction pursuant to a credit bid by the lenders under the Company's existing senior secured term loan facility or asset-based loan facility.

(c) by Buyer, by giving written notice of such termination to the Company, if (i) the Sale Motion has not been filed within three business days following the execution hereof, (ii) the Bidding Procedures Order has not been entered within 15 calendar days after the date hereof, (iii) following entry thereof, the Bidding Procedures Order is reversed, vacated or otherwise modified, (iv) the Bidding Procedures Order is stayed as of the date the Auction is scheduled to commence (v) the Bidding Procedures Order is not a Final Order prior to the date the Auction commences, (vi) the Sale Order has not been entered by September 1, 2009 or (vii) the lenders under the debtor-in-possession financing arrangements of the Seller Corporations shall have notified the Company in writing that a default has occurred under the documentation governing such debtor-in-possession financing;

(d) by Buyer, by giving written notice of such termination to the Company, if the Company shall have breached or failed to perform any of its representations, warranties, covenants or agreements set forth in this Agreement, which breach or failure to perform (i) would give rise to the failure of a condition set forth in Sections 6.02(a) or 6.02(b) and (ii) is incapable of being cured by the Company by the Outside Date;

(e) by the Company, by giving written notice of such termination to Buyer, if Buyer shall have breached or failed to perform any of its representations, warranties, covenants or agreements set forth in this Agreement, which breach or failure to perform (i) would give rise to the failure of a condition set forth in Sections 6.03(a) or 6.03(b) and (ii) is incapable of being cured by Buyer by the Outside Date;

(f) by Buyer, by giving written notice of such termination to the Company, if a Bankruptcy Case of a Seller Corporation shall have been dismissed or converted to a case under chapter 7 of the Bankruptcy Code;

(g) by either Buyer or the Company, by giving written notice of such termination to the other party, if there is appointed in any Bankruptcy Case of a Seller Corporation a trustee or examiner with enlarged powers under Section 1106(b) of the Bankruptcy Code; or

(h) automatically at 12:01 a.m. July 3, 2009, without further action, by either Buyer or the Company, if Buyer has not provided the Company on or prior to the Notice Date with written notice that the condition in Section 6.02(l) either has been satisfied or waived by Buyer.

Section 7.02. Effect of Termination. In the event of the termination of this Agreement in accordance with Section 7.01 hereof, this Agreement shall thereafter become void and have no effect, without any liability or obligation on the part of any party hereto under this Agreement, except for the provisions of Section 5.03, this Section 7.02, Section 7.03, Section 7.04, Section 7.06, Section 7.07 and Article VIII hereof, which provisions shall survive such termination, and except to the extent that such termination results from fraud or the willful and material breach by any party hereto of any of its representations, warranties, covenants or agreements set forth in this Agreement.

Section 7.03. Break-up Fee and Expense Reimbursement. In consideration of Buyer's due diligence, good faith negotiations of and entering into this Agreement and the other Transaction Documents, and in recognition of Buyer's work in (i) establishing a bid standard or minimum for other bidders, (ii) placing estate property in a sales configuration mode attracting other bidders to the Auction and (iii) serving, by its name and its expressed interest, as a catalyst for other bidders, and as reimbursement of Buyer's expenses incurred in connection with the Acquisition, subject to Section 7.04, the Company shall pay to Buyer in accordance with Section 7.04 and Section 7.06:

(a) a break-up fee in the amount of $2,000,000 (the "Break-up Fee"); and

(b) an amount not to exceed $750,000, equal to Buyer's expenses incurred in connection with this Agreement and the other Transaction Documents and the transactions contemplated herein and therein, including Buyer's legal and accounting expenses, due diligence (including travel expenses), all work performed by Buyer to prepare the Purchased Assets and the related servicing for transition to Buyer upon or soon after Closing, the prosecution of Bankruptcy Court approval of the Sale Motion and the Bidding Procedures, Break-up Fee and Expense Reimbursement, entry of the Bidding Procedures Order, participation at and in the Auction, the prosecution of Bankruptcy Court approval of Buyer as a good faith buyer under this Agreement and the Acquisition and the entry of the Sale Order (the "Expense Reimbursement").

Section 7.04. Conditions for Payment of Break-up Fee and Expense Reimbursement. Buyer shall earn the Break-up Fee and Expense Reimbursement upon the Company and/or one or more Seller Corporations accepting a bid for an Alternative Transaction (provided that this Agreement has not terminated pursuant to Section 7.01(h)); provided that the Break-up Fee and Expense Reimbursement shall be due and payable at the time and in the manner provided in Section 7.06.

Section 7.05. Credit Bid. Buyer shall have the right to include as a credit, as part of any overbid it submits at the Auction, the amount of the Break-up Fee and the maximum amount of the Expense Reimbursement.

Section 7.06. Payment of Break-up Fee and Expense Reimbursement. (a) The Break-up Fee and Expense Reimbursement and any obligations of the Seller Corporations hereunder or under the Bidding Procedures Order shall constitute administrative expenses allowable under Section 503(b)(1) of the Bankruptcy Code, shall be earned upon the Company and/or one or more Seller Corporations accepting a bid for an Alternative Transaction (provided that this Agreement has not terminated pursuant to Section 7.01(h)) and shall be due and payable pursuant to this Agreement, without any further Bankruptcy Court approval or order, as an administrative priority of the Company and the other Seller Corporations under Section 503(b)(1) of the Bankruptcy Code, on the date that an Alternative Transaction is consummated by any Seller Corporation. If neither the Acquisition nor such Alternative Transaction is consummated, then the Break-up Fee and Expense Reimbursement shall be paid from the good faith deposit of the bidder proposing the Alternative Transaction, which good faith deposit shall be forfeited by such nonconsummating bidder.

(b) Buyer's right to the Break-up Fee and Expense Reimbursement shall be the sole and exclusive remedy of Buyer in the event that this Agreement is terminated pursuant to Section 7.01(b)(iii). Notwithstanding anything to the contrary set forth in this Agreement or any of the other Transaction Documents, this Section 7.06(b) shall not be deemed or construed to limit any rights or remedies, at law or in equity, Buyer may have against the Company and the other Seller Corporations or any of their Affiliates, principals, shareholders or Representatives in connection with any violation or breach of (whether actual or anticipatory), or default under, this Agreement or any of the other Transaction Documents.

Section 7.07. Payment of Deposit; Liquidated Damages. (a) The Deposit Property shall be paid to the Company in the event that this Agreement is terminated pursuant to

Section 7.01(e). In the event that this Agreement is terminated pursuant to any other provision of Section 7.01 (including Section 7.01(h)), the Deposit Property shall be refunded to Buyer within three business days after the date of such termination of this Agreement (it being understood and agreed that in such event, neither the Company nor any of the other Seller Corporations shall have any right to contest or object to the refund of the Deposit Property to Buyer, and each of the Seller Corporations waives any and all rights or claims that it may have against Buyer or any of its Affiliates, principals, shareholders or Representatives under this Agreement or any of the other Transaction Documents in respect of any such termination).

(b) For the avoidance of doubt, if Buyer is not the Prevailing Bidder in the Auction, neither the Company nor any of the other Seller Corporations shall, under any circumstances, be entitled to the Deposit Property, or be entitled to any other rights or remedies, at law or in equity, against Buyer or any of its Affiliates, principals, shareholders or Representatives in connection with any violation or breach of (whether actual or anticipatory), or default under, this Agreement or any of the other Transaction Documents, provided that the maximum liability of the Company pursuant to any violation or breach of (whether actual or anticipatory), or default under, this Agreement or any of the other Transaction Documents by any Seller Corporation shall be $5,000,000.

(c) The parties agree that the maximum liability of Buyer pursuant to any violation or breach of (whether actual or anticipatory), or default under, this Agreement or any of the other Transaction Documents by Buyer or any of its Affiliates shall be $5,000,000 (and first shall be satisfied from the Deposit Property).

(d) The parties agree that (i) the agreements contained in this Section 7.07 are an integral part of the transactions contemplated by this Agreement, (ii) without these agreements, neither Buyer nor the Seller Corporations would have entered into this Agreement and (iii) the damages resulting from a violation, breach or default by Buyer under this Agreement or any of the other Transaction Documents are uncertain and incapable of accurate calculation and the amounts payable pursuant to Section 7.07(c) in the event such violation, breach or default occurs are reasonable forecasts of the actual damages which may be incurred and constitute liquidated damages and not a penalty.

Section 7.08. Amendment. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

Section 7.09. Extension; Waiver. At any time prior to the Closing, the Company or Buyer may (a) extend the time for the performance of any of the obligations or other acts of the other party, (b) to the extent permitted by law, waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant hereto or (c) to the extent permitted by law, waive compliance with any of the agreements or conditions contained herein. Any agreement on the part of a party to any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such party. The failure of any party to this Agreement to assert any of its rights under this Agreement or otherwise shall not constitute a waiver of such rights. Any extension or waiver pursuant to this Section 7.09, in any one or more instances, shall not be deemed to be nor construed as an extension or waiver of any other provision in this Agreement or in any document delivered pursuant hereto nor shall such

extension or waiver be deemed to be nor construed as an extension or waiver of the same provision or of any other provision in the future.

ARTICLE VIII

Miscellaneous

Section 8.01. Notices. All notices or other communications hereunder shall be deemed to have been duly given and made if in writing and if served by personal delivery upon the party for whom such notice or communication is intended, if delivered by registered or certified mail, return receipt requested, or by a national courier service (providing proof of delivery), or if sent by facsimile or electronic mail, provided that the facsimile or electronic mail is promptly confirmed by telephone confirmation thereof or, in the case of electronic mail, by electronic return receipt providing proof of delivery, to the Person at the address set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such Person:

To the Company:

Metaldyne Corporation
47603 Halyard Drive
Plymouth, MI 48170
Telephone: 734-207-6200
Facsimile: 734-207-6500
Attn: Chief Executive Officer

with a copy to:

Jones Day
325 John H. McConnell Blvd.
Suite 600
Columbus, OH 43215-2673
Telephone: 614-469-3939
Facsimile: 614-461-4198
Email: rlape@jonesday.com
Attn: Rodd B. Lape

to Buyer:

RHJ International S.A.
Avenue Louise 326
1050 Brussels, Belgium
Telephone: +32-2-643-6030
Fax: +32-2-648-9938
Email: rschmid@rhji.com
Attn: Rudiger Schmid-Kuhnhofer, General Counsel

with a copy to:

Cravath, Swaine & Moore LLP
Worldwide Plaza
825 Eighth Avenue
New York, NY 10019
Telephone: (212) 474-1000
Facsimile: (212) 474-3700
Email: rlevin@cravath.com
tdunn@cravath.com
Attn: Richard Levin
Thomas E. Dunn

Section 8.02. Definitions. For purposes of this Agreement:

"Accelerated Closing Date" means the date on which the Closing occurs if such date is earlier than the Expected Closing Date.

"Accelerated Closing Net Cash Loss" means, for the period between the Accelerated Closing Date and the Expected Closing Date, the EBITDA (earnings before interest, taxes, depreciation and amortization as determined from the corresponding line items of the income statement of the Business prepared for such period in accordance with GAAP in the United States on a basis consistent with the audited consolidated income statement of the Company and its Subsidiaries for the 12 months ended March 31, 2009) less the budgeted capital expenditures of the Business for such period as provided in Section 4.01(g) of the Company Disclosure Schedule.

"Affiliate" of any Person means another Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such first person.

"Aggregate Transferred Inventory and Accounts Receivable" means the sum of the book value of all Transferred Inventory and Transferred Accounts Receivable. For the purposes of calculating the Buyer Inventory/Accounts Receivable Adjustment Amount and the Seller Inventory/Accounts Receivable Adjustment Amount, the Transferred Inventory and Transferred Accounts Receivable shall each be calculated in the same manner and using the same methods as the corresponding line item from the Balance Sheet.

"Amended Leases" means amendments to equipment lease agreements of the Seller Corporations with respect to the equipment located at the Transferred Facilities that limit the scope of such agreements and the related lease payments to only the equipment located at the Transferred Facilities and used in the Business and that otherwise contain substantially similar terms to those contained in the existing equipment lease agreements. The form and substance of such Amended Leases shall be reasonably satisfactory to Buyer.

"Auction" means the auction of the assets of the Company and its Subsidiaries conducted by the Company in accordance with Section 363 of the Bankruptcy Code and the Bidding Procedures, as may be modified by the Bidding Procedures Order.

"Balance Sheet" means the Company's audited balance sheet as of December 31, 2008.

"Bidding Procedures Order" means an order of the Bankruptcy Court, in form and substance reasonably acceptable to Buyer and substantially in the form attached hereto as Exhibit F.

"business day" means any day, other than a Saturday or Sunday, on which commercial banks are not required or authorized to close in the City of New York.

"Business Management Accounts" means the unaudited balance sheet as of December 31, 2008 and the unaudited income statement and statement of cash flows for the year ended December 31, 2008, in each case, of the Business as prepared by members of management of the Business that are responsible for the maintenance of the books and records of the Company applicable to the Business.

"Cash Purchase Price" means an amount equal to $25,000,000.

"Closing Date Consideration" means the Cash Purchase Price minus (i) if the Estimated Net Settlement Amount is greater than zero, the Estimated Net Settlement Amount plus (ii) if the Estimated Net Settlement Amount is less than zero, the Estimated Net Settlement Amount.

"Critical Suppliers" means any material supplier of the Business, the loss of which would not reasonably be expected to be replaced within a reasonable time period thereafter on comparable terms (including payment terms, relocation and transfer costs and provision of adequate volumes to support the Business' production needs).

"Cure Amount" means, with respect to each Contract, the amount necessary to cure all defaults of the Company or its Subsidiaries under such Contract to the extent required by Section 365 of the Bankruptcy Code.

"Environmental Laws" means all applicable Federal, state, local, provincial and foreign laws (including common law), statutes, rules, regulations, codes, ordinances, orders, decrees, judgments, injunctions, Permits, treaties or binding agreements issued, promulgated or entered into by any Governmental Entity, relating in any way to pollution, or protection of the environment (including ambient air, surface water, groundwater, land surface or subsurface strata), natural resources, the climate, human health and safety (with respect to exposure to any hazardous or toxic materials) or the protection of endangered or threatened species.

"Environmental Liability" means all Liabilities (including Liability for the costs of enforcement proceedings, investigations, cleanup, governmental response, removal or remediation, natural resource damages, property damages, personal injuries, medical monitoring,

penalties, contribution, indemnification and injunctive relief) arising or resulting from or based upon (i) the presence or Release of, or exposure to, any Hazardous Material or (ii) the compliance or non-compliance with any Environmental Law or any Environmental Permit.

"Escrow Amount" means an amount equal to $2,500,000.

"Excluded Environmental Liabilities" means Environmental Liabilities of the Seller Corporations relating to the Purchased Assets, the Transferred Facilities or the Business, or to the ownership or operation thereof, but only to the extent resulting or arising from: (i) any Release of any Hazardous Materials at, on, in or from any Transferred Facility, or otherwise relating to or in connection with the Purchased Assets or the Business or the ownership or operation thereof, in each case to the extent occurring or existing prior to the Closing, (ii) the off-site transportation, storage, disposal, treatment or recycling of Hazardous Materials by or on behalf of any Selling Corporation in connection with the Business, the Purchased Assets or the Transferred Facilities prior to the Closing, (iii) any non-compliance with any Environmental Law to the extent relating to the conduct of the Business or the ownership or operation of the Purchased Assets or the Transferred Facilities prior to the Closing, (iv) any facilities or properties currently or previously owned, leased or operated by the Selling Corporations other than those constituting part of the Purchased Assets or (v) any matter identified on the Company Disclosure Schedule relating to or in connection with the Purchased Assets, the Transferred Facilities or the Business.

"Expected Closing Date" means the latest of: (i) September 1, 2009, (ii) the first business day after satisfaction or waiver of the conditions set forth in Article VI (other than those conditions that by their terms are to be satisfied at the Closing, but subject to satisfaction or waiver of those conditions (provided that the condition to Closing contained in Section 6.02(l) must be either deemed satisfied or waived by Buyer, in its sole and absolute discretion, by the Notice Date) and (iii) the date on which there are no non-ordinary course shut-downs or announced shut-downs in North America or Europe, as applicable, by the Specified OEMs.

"Final Order" means an order, ruling, judgment or the operation or effect of a judgment or other decree issued and entered by the Bankruptcy Court or by any state, commonwealth or other federal court or other court of competent jurisdiction which has not been reversed, vacated, stayed, modified or amended and as to which (i) the time to appeal or petition for review, rehearing, certiorari, reargument or retrial has expired and as to which no appeal or petition for review, rehearing, certiorari, reargument or retrial is pending or (ii) any appeal or petition for review, rehearing, certiorari, reargument or retrial has been finally decided and no further appeal or petition for review, rehearing, certiorari, reargument or retrial can be taken or granted.

"Hazardous Materials" means any petroleum or petroleum products, radioactive materials or wastes, asbestos in any form, polychlorinated biphenyls, lead, mercury, cadmium, radon gas, chlorofluorocarbons and any other ozone-depleting substances, hazardous or toxic substances and any other chemical, material, substance or waste that is prohibited, limited or regulated under any Environmental Law.

"Indebtedness" means, with respect to any person, without duplication: (i) the principal of and any premium in respect of indebtedness for borrowed money, including any accrued interest and any cost or penalty associated with prepaying any such indebtedness, and including any such obligations evidenced by bonds, debentures, notes or similar obligations or any guarantee of the foregoing, (ii) obligations under or with respect to (A) acceptances, letters of credit or similar arrangements and (B) bank guarantees and surety bonds (other than those issued for the benefit of the Transferred Entities), (iii) amounts owing as deferred purchase price for property or services, including all seller notes and "earn out" payments, (iv) guarantees with respect to any Indebtedness of any other Person, (v) all Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien on property owned or acquired by such Person and (vi) any lease obligations that are properly characterized as capitalized leases under GAAP in the United States. For the avoidance of doubt, Indebtedness shall not include any Liabilities incurred in the ordinary course of the Business, including trade payables and obligations to employees.

"Intellectual Property Rights" means (i) all inventions (whether or not patentable and whether or not reduced to practice), records of inventions, test information, developments, applications, improvements, formulae, concepts, ideas, methods or processes, research property rights, all improvements to any of the foregoing, and all patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof, (ii) all trademarks, trademark rights, service marks, service mark rights, trade dress, logos, slogans, trade names, trade name rights, corporate names, Internet domain names and subdomains (including all website content associated therewith), and rights in telephone numbers, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, (iii) all copyrightable works, all copyrights, and all applications, registrations, and renewals in connection therewith, (iv) all mask works and all applications, registrations, and renewals in connection therewith, (v) all trade secrets and confidential information (including all ideas, concepts, research and development, know-how, composition information and embodiments, manufacturing and production processes, techniques and information, technical and business data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals), (vi) all computer software, firmware and applications (including source code, executable code, data, databases, programming and notes and documents and other related documentation), other than commercial off-the-shelf software, (vii) all advertising and promotional materials, (viii) all other proprietary rights, and (ix) all copies and tangible embodiments of the foregoing in whatever form or medium.

"Knowledge" of any Person that is not an individual means, with respect to any matter in question, the actual knowledge of such person's executive officers after making reasonable inquiry of the other executives and managers having primary responsibility for such matter.

"Liability" means any claim (as defined in Section 101(5) of the Bankruptcy Code), indebtedness, Lien, expense, commitment, duties, responsibilities, assessments, penalties, damages, losses, suits, obligation or other liability, whether or not absolute, accrued, matured,

contingent, liquidated, known, suspected, fixed or otherwise, and including all costs and expenses related thereto.

"Material Adverse Effect" or "Material Adverse Change" means any change, effect, event, occurrence, state of facts or development that individually or in the aggregate would reasonably be expected to result in any change or effect, that (i) is materially adverse to the business, financial condition, properties, assets, liabilities (contingent or otherwise) or results of operations of the Business (including the Transferred Entities), taken as a whole, (ii) would reasonably be expected to prevent or materially impede, interfere with, hinder or delay the consummation of the Acquisition or any of the other transactions contemplated by the Transaction Documents or (iii) would reasonably be expected to have a material adverse effect on the ability of any Seller Corporation to perform its obligations under this Agreement or the Transaction Documents. A "Material Adverse Effect" or "Material Adverse Change" shall include (a) a 5% reduction in CSM Worldwide's seasonally-adjusted annual rate of vehicle production forecast for either Europe or North America between the execution of this Agreement and the Closing Date, (b) after the execution of this Agreement, a shut-down, an announcement of a shut-down of operations or a permanent cessation of operations by any of the Specified OEMs in North America or Europe, as applicable, which shut-down, announced shut-down or cessation of operations will have lasted or is reasonably expected to last more than 10 weeks or be permanent, (c) a Critical Supplier becomes insolvent or otherwise, in the reasonable opinion of Buyer, ceases to be financially viable and (d) the re-sourcing or announcement of re-sourcing by any of the Specified OEMs with respect to the Business or Buyer's reasonable expectation that any of the Specified OEMs will re-source or intend to re-source with respect to the Business following the Closing, and shall not include (x) the filing by any Seller Corporation of a case under chapter 11 of the Bankruptcy Code, (y) the announcement of the Acquisition or (z) the filing by Chrysler LLC, General Motors Corporation and/or Ford Motor Company of a case under chapter 11 of the Bankruptcy Code.

"New Term Note" means a second-lien secured, five-year term note with customary covenants to be reasonably agreed upon by Buyer and the Company (provided that such note shall be covenant-free for the first 24 months), which note will bear interest at a rate of LIBOR plus 5.0% and will otherwise have such terms as are customary for such a note. The form and substance of such New Term Note shall be reasonably satisfactory to Buyer and the Company.

"Pending Contract" means a Contract of a Seller Corporation that is used in or related to the Business and that has not been designated as an Assigned Contract as of the date of this Agreement but which may be designated by Buyer in its sole and absolute discretion as an Assigned Contract or an Excluded Asset pursuant to Section 1.04.

"Permitted Encumbrances" means (i) Liens included in the Assumed Liabilities and Liens set forth in clauses (B) through (E) of Section 3.01(l)(iii).

"Person" means an individual, corporation, partnership, limited liability, joint venture, association, trust, unincorporated organization or other entity.

"Pre-Closing Tax Period" means any taxable period ending on or before the Closing Date and the portion of any Straddle Period ending on or before the Closing Date.

"Post-Closing Tax Period" means any taxable period beginning after the Closing Date and the portion of any Straddle Period beginning after the Closing Date.

"Purchased Companies" means, collectively, the entities set forth in Section A of the Company Disclosure Schedule.

"Purchased Companies' Equity Interests" means, collectively, all the equity interests in the Purchased Companies.

"Purchased Company Subsidiaries" means, collectively, the Subsidiaries of the Purchased Companies.

"Purchased Company Subsidiaries' Equity Interests" means, collectively, all the equity interests in the Purchased Company Subsidiaries.

"Release" means any release, spill, emission, leaking, dumping, injection, pouring, deposit, disposal, discharge, dispersal, leaching or migration into or through the environment.

"Sale Order" means an order of the Bankruptcy Court, in form and substance acceptable to Buyer in its sole and absolute discretion and substantially in the form attached hereto as Exhibit E.

"Seller Corporations" means the Company and each Subsidiary of the Company, other than the Transferred Entities, conducting the Business.

"Specified Customers" mean Cummins Inc., Eaton Corporation, Federal-Mogul Corporation, Ford Motor Company, Honda Motor Co., Ltd., Hyundai Motor Company, Magna International Inc., the MAHLE Group, Nissan Motor Co., Tenneco Inc., The Timken Company, Ltd., Toyota Motor Corporation and Volkswagen AG.

"Specified OEMs" means, as to North America, Ford Motor Company, General Motors Corporation and Chrysler LLC and, as to Europe, Daimler AG, Renault S.A., Nissan Motor Co., Ltd., PSA Peugeot Citroën S.A., Bayerische Motoren Werke AG and Adam Opel GmbH.

"Subsidiary" of any Person means another Person, an amount of the voting securities, other voting rights or voting partnership interests of which is sufficient to elect at least a majority of its board of directors or other governing body (or, if there are no such voting interests, 50% or more of the equity interests of which) is owned directly or indirectly by such first person.

"Tax" and "Taxes" means all (i) taxes, levies or other assessments, including income, excise, property, sales or use, value added, profits, license, withholding (with respect to compensation or otherwise), payroll, employment, net worth, capital gains, transfer, stamp, social security, environmental, occupation and franchise taxes, similar charges, similar duties and similar fees imposed by any Governmental Entity, and including any interest, penalties and additions attributable thereto, (ii) liability for the payment of any amounts of the type described in clause (i) as a result of being a member of an affiliated, consolidated, combined, unitary or aggregate group; (iii) liability for the payment of any amounts of the type described in clause (i) or (ii) as a result of an express or implied obligation to indemnify any other Person and (iv) liability for the payment of any amounts of the type described in clause (i), (ii) or (iii) as a result of transferee or successor liability.

"Tax Return" means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

"Taxing Authority" means any Governmental Entity exercising any authority to impose, regulate or administer the imposition of Taxes.

"Transfer Tax" means all sales, transfer, transfer gains, excise, value-added or other similar Taxes that may be imposed by reason of the sale, transfer, assignment and delivery of the Purchased Assets.

"Transferred Entities" means, collectively, the Purchased Companies and the Purchased Company Subsidiaries.

"Transferred Entity Financial Statements" means the audited balance sheet as of March 31, 2009 and the audited income statement and unaudited statement of cash flows for the period ended March 31, 2009 for each Transferred Entity.

"Transferred Entity Liabilities" means all of the Liabilities of the Transferred Entities.

"Transferred Equity Interests" means, collectively, the Purchased Companies' Equity Interests and the Purchased Company Subsidiaries Equity Interests.

"Transitional Services Agreement" means a transitional services agreement in a form to be agreed upon, and reasonably acceptable to, Buyer and the Company.

Term	Defined in Section
Accounting Firm	2.03(b)
Accounts Receivable	1.02(a)(iii)
Administrative Claims	1.03(a)(i)
Agreement	Preamble
Alternative Transaction	7.01(b)(iii)
Acquisition	1.01(a)

Term	Defined in Section
Aggregate Purchase Price	4.05(a)
Approved Survey Package	5.08
Assigned Contracts	1.02(a)(ix)
Assignment and Assumption Agreements	1.01(c)
Assumed Accounts Payable	1.03(a)(i)
Assumed Benefit Plan	3.01(i)(i)
Assumed Liabilities	1.03(a)
Audited Financial Statements	5.09
Avoiding Power Action	1.02(b)(vi)
Bankruptcy Cases	Recitals
Bankruptcy Code	Preamble
Bankruptcy Court	Recitals
Bidding Procedures	4.06(a)
Bills of Sale	1.01(b)
Break-up Fee	7.03(a)
Business	Recitals
Business Employee	5.06(a)
Buyer	Preamble
Buyer Inventory/Accounts Receivable Adjustment Amount	2.03(a)
CBAs	1.02(a)(ix)
Closing	1.07
Closing Date	1.07
Closing Net Settlement Amount	2.03(a)
COBRA	3.01(i)(iv)
Code	3.01(i)(i)
Collective Bargaining Agreement	3.01(i)(viii)
Commonly Controlled Entity	3.01(i)(i)
Company	Preamble
Company 401(k) Plan	5.06(g)
Company Benefit Plan	3.01(i)(i)
Company Disclosure Schedule	3.01
Confidentiality Agreement	5.01
Contract	3.01(c)
Covered Employee Liabilities	1.03(a)(ii)
Demand Note	1.01(a)
Demand Note Exchange	1.01(a)
Deposit	2.01
Deposit Property	2.01
Designation Period	1.04(b)
Deviating Party	5.02(b)
Environmental Permits	3.01(h)(ii)
ERISA	3.01(h)(i)
Escrow Account	2.01
Escrow Agent	2.01

Term	Defined in Section
Escrow Agreement	2.01
Estimated Net Settlement Amount	1.01(d)
Excluded Action	1.02(b)(vi)
Excluded Assets	1.02(b)
Excluded Businesses	1.02(b)(ix)
Excluded Contracts	1.02(b)(x)
Excluded Entity	1.08(b)
Excluded Facility	1.08(a)
Excluded Liabilities	1.03(b)
Expense Reimbursement	7.03(b)
Final Closing Date Consideration	2.03(c)
Foreign Antitrust Laws	3.01(c)(i)
Foreign Facilities	Recitals
GAAP	3.01(d)(ii)
Governmental Entity	3.01(c)(i)
HSR Act	3.01(c)(i)
IRS	3.01(i)(i)
Infrastructure	1.02(a)(xiii)
Insured Property	5.08
Lease	3.01(l)(v)
Leased Property	3.01(l)(ii)
Legal Provisions	3.01(h)(i)
Liens	3.01(b)(i)
Litigation	1.03(b)(ix)
Material Contracts	3.01(g)
Net Settlement Amount	2.03(a)
Newco	Recitals
Newco 401(k) Plan	5.06(g)
Nonassigned Contracts	1.04(e)
Notice Date	1.08(a)
Notice of Disagreement	2.03(b)
Option Facility	Recitals
Outside Date	7.01(b)(i)
Owned Property	3.01(l)(i)
Permits	1.02(a)(viii)
Personal Property	1.02(a)(v)
Petition Date	Recitals
Property Taxes	4.05(c)
Purchased Assets	1.02(a)
Qualified Bid	4.06(c)
Qualified Bidder	4.06(c)
Records	1.02(a)(x)
Re-employment Date	5.06(b)
Restraints	6.01(a)

Term	Defined in Section
Sale Motion	4.06(a)
Schedule Delivery Date	3.01
Seller Inventory/Accounts Receivable Adjustment Amount	2.03(a)
Special Committee	3.01(c)(i)
Statement	2.03(a)
Straddle Period	4.05(c)
Title Policy	5.08
Transaction Documents	1.02(b)(xii)
Transfer Documents	1.01(b)
Transfer Time	5.06(a)
Transferred Accounts Receivable	1.02(a)(iii)
Transferred Benefit Plan Assets	1.02(a)(xiv)
Transferred Employees	5.06(a)
Transferred Entity Employees	3.01(i)(ii)
Transferred Entity Intellectual Property Rights	3.01(m)(ii)
Transferred Entity Permits	3.01(h)(iii)
Transferred Entity Stock Purchase Agreement	1.01(b)
Transferred Entity Voting Debt	3.01(b)(ii)
Transferred Facilities	1.02(a)(vi)
Transferred Intellectual Property Rights	1.02(a)(vii)
Transferred Inventory	1.02(a)(ii)
Transferred Permits	1.02(a)(viii)
Transferred Personal Property	1.02(a)(v)
Transferred Records	1.02(a)(x)
U.S. Facilities	Recitals
WARN	3.01(i)(viii)
Workers Compensation Event	5.06(f)

Section 8.03. Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned, in whole or in part, by operation of law or otherwise by either of the parties hereto without the prior written consent of the other party, and any assignment without such consent shall be null and void, except that Buyer may without such consent assign any or all of its rights, interests and obligations under this Agreement to one or more of its Affiliates; provided, however, that no such assignment shall relieve Buyer of any of its obligations hereunder. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and assigns (including any estate representative, successor or assign under a confirmed chapter 11 plan or any chapter 11 or chapter 7 trustee). For the avoidance of doubt, nothing in this Section 8.03 shall prohibit the execution and delivery at the Closing by the Seller Corporations of a general assignment of all trademarks to an Affiliate of Buyer.

Section 8.04. Entire Agreement; No Third-Party Beneficiaries. This Agreement (including all Schedules and Exhibits hereto), the other Transaction Documents and the

Confidentiality Agreement (a) constitute the entire agreement, and supersede all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter of this Agreement, the other Transaction Documents and the Confidentiality Agreement and (b) are not intended to and do not confer upon any Person other than the parties hereto and their respective successors and assigns any legal or equitable rights or remedies. Any inconsistency or ambiguity between the terms of this Agreement and those of any other Transaction Document, on the one hand, and the Bidding Procedures Order or Sale Order, on the other hand, shall be governed by and construed to give effect to the Bidding Procedures Order or Sale Order, as applicable.

Section 8.05. Confidentiality; Return of Information. (a) The Company shall, and shall cause the other Seller Corporations to, keep confidential, and use reasonable efforts to cause its Affiliates and each of their respective Affiliates to keep confidential, (i) all information that is known by such Seller Corporation to be confidential information regarding Buyer, any of its Affiliates or any of its or their businesses, products, processes or financings, being provided to it in connection with this Agreement and the transactions contemplated hereby or by the Transaction Documents and (ii) after the Closing, all information relating to the Business, the Purchased Assets, the Assumed Liabilities or the assets, properties or Liabilities of the Transferred Entities, except (A) as required by any Legal Provision, in which case notice of such disclosure shall be provided to Buyer prior to such disclosure or, if prior disclosure is not permitted by any Legal Provision, promptly following such disclosure or (B) for information that is available to the public on the Closing Date, or thereafter becomes available to the public other than as a result of a breach of this Section 8.05. The covenant of the Company set forth in the immediately preceding sentence shall terminate three years after the Closing Date.

(b) On the Closing Date, the Company shall, and shall cause the other Seller Corporations to, assign to Buyer its rights under all confidentiality agreements entered into with any Person in connection with the Acquisition to the extent such rights are assignable and relate to the Business, the Purchased Assets, the Assumed Liabilities or the assets, properties or Liabilities of the Transferred Entities. Copies of such confidentiality agreements shall be provided to Buyer immediately following the Closing, except to the extent expressly prohibited by the terms of such confidentiality agreements. Promptly following the date hereof, the Company shall, and shall cause the other Seller Corporations to, use reasonable efforts to secure the return or destruction of all information and materials relating to the Business, the Purchased Assets, the Assumed Liabilities or the assets, properties or Liabilities of the Transferred Entities provided to any Person.

Section 8.06. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE BANKRUPTCY CODE AND, TO THE EXTENT NOT INCONSISTENT WITH THE BANKRUPTCY CODE, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO THE CONFLICTS OF LAW RULES OF SUCH STATE, OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

Section 8.07. Consent to Jurisdiction. The parties hereto irrevocably elect and consent to the exclusive jurisdiction of the Bankruptcy Court for the adjudication of any matters

arising under or in connection with this Agreement over which the Bankruptcy Court has jurisdiction. If the Bankruptcy Court does not have jurisdiction, each of the parties hereto (a) consents to submit itself to the personal jurisdiction of any Federal court located in the State of New York or of any state court located in the State of New York in the event any dispute arises out of this Agreement or the transactions contemplated by this Agreement, (b) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court and (c) agrees that it will not bring any action relating to this Agreement or the transactions contemplated by this Agreement in any court other than a Federal court located in the State of New York or a state court located in the State of New York.

Section 8.08. Waiver of Jury Trial. Each party hereto hereby waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any suit, action or other proceeding arising out of this Agreement or the transactions contemplated hereby. Each party hereto (a) certifies that no representative, agent or attorney of any other party has represented, expressly or otherwise, that such party would not, in the event of any suit, action or other proceeding, seek to enforce the foregoing waiver and (b) acknowledges that it and the other parties hereto have been induced to enter into this Agreement, by, among other things, the mutual waiver and certifications in this Section 8.08.

Section 8.09. Interpretation. When a reference is made in this Agreement to an Article, a Section, Exhibit or Schedule, such reference shall be to an Article of, a Section of, or an Exhibit or Schedule to, this Agreement unless otherwise indicated. The table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words “include”, “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation”. The words “hereof”, “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. References to “this Agreement” shall include the Company Disclosure Schedule. All terms defined in this Agreement shall have the defined meanings when used in any certificate or other document made or delivered pursuant hereto unless otherwise defined therein. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such term. Any Contract or statute defined or referred to herein or in any Contract that is referred to herein means such Contract or statute as from time to time amended, modified or supplemented, including (in the case of Contracts) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein. References to a Person are also to its permitted successors and assigns.

Section 8.10. Consents and Approvals. For any matter under this Agreement requiring the consent or approval of any party to be valid and binding on the parties hereto, such consent or approval must be in writing.

Section 8.11. Counterparts. This Agreement may be executed in one or more counterparts (including by facsimile and other electronic transmission), all of which shall be

considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.

Section 8.12. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible to the fullest extent permitted by applicable law in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible. Notwithstanding anything to the contrary set forth herein, the provisions hereof for entry of (i) an order of the Bankruptcy Court approving the Bidding Procedures and (ii) an order of the Bankruptcy Court approving the Acquisition and authorizing the Company to perform all its obligations hereunder, are not severable to the extent they are not substantially in the form of the Bidding Procedures Order and the Sale Order, respectively, and acceptable to Buyer in its sole and absolute discretion.

Section 8.13. Survival of Representations and Warranties. The representations and warranties contained in this Agreement shall not survive the Closing.

IN WITNESS WHEREOF, the parties have executed or caused this Agreement to be executed as of the date first written above.

METALDYNE CORPORATION,

By:________________________________

Name: THOMAS A. AMATO

Title: CHAIRMAN, PRESIDENT + CEO

RHJ INTERNATIONAL S.A.,

By:________________________________

Name:

Title:

IN WITNESS WHEREOF, the parties have executed or caused this Agreement to be executed as of the date first written above.

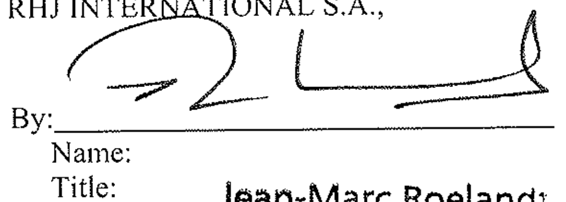
METALDYNE CORPORATION,

By:______________________________

Name:

Title:

RHJ INTERNATIONAL S.A.,



By:______________________________

Name:

Title: Jean-Marc Roelandt
Chief Financial Officer
RHJ International

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