

EXHIBIT 2

[Summary of the Principal Terms of the Agreement]

The principal terms of the Agreement are as follows:¹

- (a) Purchased Assets. The Purchased Assets include the following assets relating to the Powertrain Business:
- (i) the assets used in or related to the Powertrain Business, including deposits, inventory, accounts receivable claims, machinery, equipment and other personal property, intellectual property and permits;
 - (ii) the real property and leases relating to Transferred Facilities, which are expected to include the U.S. Facilities located at Ridgway, Pennsylvania, North Vernon, Indiana, Plymouth, Michigan, St. Marys, Pennsylvania, Warren, Michigan, Bluffton, Indiana, Litchfield, Michigan and Twinsburg, Ohio;
 - (iii) the equity interests in the Transferred Entities, which are expected to include the companies owning the Foreign Facilities located in 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;² and
 - (iv) all rights under the Assigned Contracts.
- (b) Excluded Assets. RHJI will not be purchasing certain assets (the "Excluded Assets") of the Asset Selling Entities used in the Powertrain Business, including cash, insurance policies, certain books and records, bankruptcy avoidance actions and certain other identified assets.
- (c) Assumed Liabilities. RHJI shall assume certain liabilities related to the Powertrain Business, including the following liabilities of the Selling Corporations:
- (i) all accounts payable to the extent related to the Business (A) that are entitled to administrative priority status under section 503(b)(9) of the Bankruptcy Code in an aggregate amount not to exceed the sum of \$3,000,000 plus up to an additional \$1,500,000 in claims that the Company designates for assumption by Buyer or that relate to periods beginning after the Closing Date or (B) that arise after the Closing;

¹ Capitalized terms not otherwise defined herein have the meanings given to them in the Agreement. The description of the Agreement described herein is for the convenience of the Court and other parties in interest. The Agreement should be reviewed with respect to any particular question regarding its terms.

² RHJI shall have the right 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

- (ii) all liabilities under the Assigned Contracts, including all Cure Amounts; and
 - (iii) all other Assumed Liabilities under the Agreement.
- (d) Excluded Liabilities. RHJI will not be assuming the Excluded Liabilities identified in Section 1.03(b) of the Agreement.
- (e) Payment of Cure Amounts. As described above, RHJI shall be responsible for payment of all amounts required to assume and assign the Assigned Contracts, provided, however, that Cure Amounts up to \$6 million will result in a negative purchase price adjustment.
- (f) Consideration. RHJI will pay consideration consisting of (i) a cash purchase price in an amount equal to \$25,000,000, subject to adjustment as provided in Section 2.03 of the Agreement, (ii) the assumption of the Assumed Liabilities by Newco, (iii) the issuance by Newco to Metaldyne 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. 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 RHJI's option, shall be either cancelled by Metaldyne GmbH or assumed by Newco).
- (g) Metaldyne Representations and Warranties. The Agreement contains representations and warranties by the Seller Corporations relating to the Powertrain Business and the Purchased Assets.
- (h) Employment Provisions. As of the Closing Date, RHJI shall offer to employ certain current employees of the Powertrain Business.
- (i) Closing Conditions. In addition to customary closing conditions, including those relating to pre-closing covenants and truthfulness of representations and warranties, the consummation of the sale of the Powertrain Business is conditioned on the completion of RHJI's due diligence of the Powertrain Business. The Agreement will automatically terminate if RHJI does not give notice of the satisfaction or waiver of the due diligence condition by July 2, 2009.
- (j) Deposit. RHJI will pay a deposit of \$2.5 million promptly after the entry of the Bidding Procedures Order. The deposit will be credited towards the purchase price and will serve as liquidated damages in the event the Agreement is terminated as a result of RHJI's breach of the Agreement.
- (k) Bidder Protections. The Agreement provides for a breakup fee of \$2 million (i.e., 2.6% of the total consideration) and for reimbursement of actual out-of-pocket expenses of up to \$750,000 to be paid if the Seller Corporations consummate an alternative transaction for the Powertrain Group. The breakup fee

and expense reimbursement do not become effective until RJHI gives notice of the satisfaction or waiver of the due diligence condition described above by July 2, 2009.