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Attorneys for Debtors  
and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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|--|--------------------------|
| -----X                                 |                          |
| In re                                  | : Chapter 11             |
|  | : :                      |
| Metaldyne Corporation, <i>et al.</i> , | : Case No. 09-13412 (MG) |
|  | : :                      |
| Debtors.                               | : (Jointly Administered) |
|  | : :                      |
| -----X                                 |                          |

**THIRD NOTICE OF EXECUTORY CONTRACTS AND  
UNEXPIRED LEASES TO BE ASSUMED AND ASSIGNED IN  
CONNECTION WITH THE SALE OF THE MAJORITY OF THE DEBTORS' ASSETS**

**PLEASE TAKE NOTICE OF THE FOLLOWING:**

1. On June 25, 2009, the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") entered an Order (A) Approving Bidding Procedures for the Sale of Certain Assets Related to the Debtors' Powertrain Group,

(B) Approving Certain Bidder Protections, and (C) Scheduling a Final Sale Hearing and Approving the Form and Manner of Notice Thereof (Docket No. 314), as amended by Orders of the Court on June 25, 2009 (Docket No. 321), July 20, 2009 (Docket No. 464) and July 28, 2009 (Docket No. 537) (collectively, the "Powertrain Bidding Procedures Order"). On July 8, 2009, the Bankruptcy Court entered an Order (A) Approving Bidding Procedures for the Sale of Certain Assets of the Debtors' Chassis Group, (B) Authorizing the Debtors to Grant Certain Bidder Protections, If Applicable, and (C) Scheduling a Final Sale Hearing and Approving the Form and Manner of Notice Thereof (Docket No. 396) (the "Chassis Bidding Procedures Order," together with the Powertrain Bidding Procedures Order, the "Bidding Procedures Orders").<sup>1</sup>

2. On July 5, 2009, pursuant to the Powertrain Bidding Procedures Order, the Debtors filed the Notice of Filing Contract and Cure Schedule of Certain Executory Contracts and Unexpired Leases to Potentially be Assumed and Assigned in Connection with the Proposed Sale of the Debtors' Powertrain Group (Docket No. 352) (the "Powertrain Cure Schedule"). On July 15, 2009, pursuant to the Chassis Bidding Procedures Order, the Debtors filed the Notice of Filing Contract and Cure Schedule of Certain Executory Contracts and Unexpired Leases to Potentially be Assumed and Assigned in Connection with the Proposed Sale of the Debtors' Chassis Group (Docket No. 429) (the "Chassis Cure Schedule," together with the Powertrain Cure Schedule, the "Initial Cure Schedules").

3. On August 12, 2009, the Bankruptcy Court entered its Order (I) Authorizing the Sale of Substantially All of the Debtors' Assets Free and Clear of All Liens, Claims, Interests and Encumbrances, (II) Authorizing the Assumption and Assignment of

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<sup>1</sup> Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Bidding Procedures Orders.

Certain Executory Contracts and Leases in Connection Therewith and (III) Granting Related Relief (Docket No. 674) (the "Sale Order"), pursuant to which the Debtors will sell the majority of their assets, in accordance with the terms of a Purchase Agreement, dated August 7, 2009 (the "Purchase Agreement"), with MD Investors Corporation ("MD Investors") to Newco (as defined in the Purchase Agreement).<sup>2</sup>

4. On September 18, 2009, the Debtors filed a Notice of Executory Contracts and Unexpired Leases to be Assumed and Assigned in Connection with the Sale of the Majority of the Debtors' Assets (the "First Additional Contract and Cure Schedule"). On September 25, 2009, the Debtors filed a Second Notice of Executory Contracts and Unexpired Leases to be Assumed and Assigned in Connection with the Sale of the Majority of the Debtors' Assets (the "Second Additional Contract and Cure Schedule").

5. Pursuant to paragraphs 17 through 23 of the Sale Order, the Debtors hereby file notice of certain Additional Contracts (as such term is defined in the Sale Order) that the Debtors and MD Investors have determined may be assumed and assigned to Newco in conjunction with the Sale, and the Cure Costs associated therewith, as set forth on the contract and cure schedule attached hereto as Exhibit 1 (the "Third Additional Contract and Cure Schedule").

6. In addition, because the Debtors are not selling all of their operating facilities to Newco and will therefore have a need to operate certain facilities for a limited period of time post-closing, the Debtors and MD Investors are negotiating an appropriate form of transition services agreement. Pursuant to such agreement, to the extent a software license or an

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<sup>2</sup> Copies of the Bidding Procedures Orders and the Sale Order may be obtained by (a) written request to counsel for the Debtors, Jones Day, North Point, 901 Lakeside Avenue, Cleveland, Ohio 44114 (Attn: Betty Yakovich) or (b) accessing the website of the Debtors' claims and noticing agent, The BMC Group, at [www.bmcgroup.com/metaldyne](http://www.bmcgroup.com/metaldyne).

agreement relating to the provision of information technology-related equipment, maintenance, support or other services identified on Exhibit 1 (collectively, "IT Agreements") is assumed and assigned to Newco, MD Investors intends to allow the Debtors to continue to use software licensed and services provided under certain of the IT Agreements for a limited period of time.

7. Pursuant to the Bidding Procedures Orders, to be considered, objections to the assumption and assignment of a contract identified on Exhibit 1, including but not limited to any objections to the provision of adequate assurance by Newco, the proposed Cure Cost or the inability to cure non-monetary defaults associated with an Additional Contract (any such objection, an "Objection") must (a) be in writing, (b) state the basis of such objection with specificity, (c) conform to the Bankruptcy Rules and the Local Bankruptcy Rules and (d) be filed with the Bankruptcy Court and served in accordance with the rules of the Bankruptcy Court upon (1) Metaldyne Corporation, 47603 Halyard Drive, Plymouth, Michigan 48170-2429 (Attn: David McKee, Esq., General Counsel); (2) counsel for the Debtors, Jones Day, 222 East 41st Street, New York, New York 10017 (Attn: Richard H. Engman, Esq.) and Jones Day, 901 Lakeside Avenue, North Point, Cleveland, Ohio 44114 (Attn: Heather Lennox, Esq. and Ryan T. Routh, Esq.); (3) counsel to the Creditors' Committee, Reed Smith LLP, 1201 Market Street, Suite 1500, Wilmington, Delaware 19801 (Attn: Kurt F. Gwynne, Esq.); (4) counsel to the Prepetition ABL Agent and the DIP Agent, White & Case, 1155 Avenue of the Americas, New York, New York 10036 (Attn: Eric F. Leicht, Esq. and Scott Greissman, Esq.); (5) counsel to MD Investors, Kirkland & Ellis LLP, 600 Lexington Avenue, New York, New York 10022 (Attn: Christopher Marcus, Esq.); (6) counsel to General Motors Corporation, Honigman, Miller, Schwartz & Cohn LLP, 2290 First National Building, 660 Woodward Ave, Detroit, Michigan 48226 (Attn: Aaron M. Silver, Esq. and Donald F. Baty Jr., Esq.); (7) counsel to Ford

Motor Company, Miller, Canfield, Paddock & Stone PLC, 150 West Jefferson Ave, Suite 2500, Detroit, Michigan 48226 (Attn: Jonathan S. Green, Esq. and Timothy A. Fusco, Esq.); (8) counsel to Chrysler LLC, Dickinson Wright PLLC, 500 Woodward Ave., Suite 4000, Detroit, Michigan 48226 (Attn: James A. Plemmons, Esq. and Kristi A. Katsma, Esq.); (9) counsel to Nissan North America, Inc., Waller Lansden Dortch & Davis, LLP Nashville City Center, 511 Union Street, Suite 2700, Nashville, TN 37219 (Attn: Eric Schultenover, Esq.); (10) counsel to Honda of America Mfg., Inc., Vorys, Sater, Seymour And Pease LLP, 52 East Gay Street, P. O. Box 1008, Columbus, OH 43216-1008, (Attn: Robert A. Bell, Jr., Esq.); and (11) counsel to the UAW, Cohen, Weiss & Simon LLP, 330 W. 42<sup>nd</sup> Street, New York, New York, 10036 (Attn: Babette A Cecotti, Esq.) (collectively, the "Notice Parties"), **so as to be received no later than 4:00 p.m. (Eastern Time) on October 12, 2009.**

8. If no timely Objection is filed and served with respect to a Debtor Contract listed on the Third Additional Contract and Cure Schedule, the Cure Costs identified in the Third Additional Contract and Cure Schedule will be the only amounts necessary under section 365(b) of the Bankruptcy Code to cure all monetary defaults under the Debtor Contracts listed thereon. Likewise, if no Objection is filed, Newco will be deemed to have provided adequate assurance of future performance under the applicable Debtor Contract in accordance with section 365(f)(2)(B) of the Bankruptcy Code. Any party failing to timely file an Objection shall be forever barred from filing an Objection and from asserting any additional cure or other amounts against the Debtors, their estates or Newco.

9. In the event an Objection is received, either the Debtors or the counterparty may schedule a hearing at the next Omnibus Hearing before the Court (or such other date that the Court may provide) on the proposed assumption and assignment. An

Additional Contract will not be deemed assumed and assigned by the Sale Order until any Objection thereto is resolved by the parties, withdrawn by the counterparty or overruled by the Court.

10. This process for determining which contracts and leases will be assumed and assigned to Newco is ongoing, and the Debtors anticipate that additional notices will be filed in this regard – either to add further Additional Contracts or delete Additional Contracts from the list of contracts to be assumed and assigned. Accordingly, the Debtors expressly reserve the right to file additional contract and cure schedules as provided under the Sale Order and the Bidding Procedures Orders.

11. This Notice is qualified in its entirety by the procedures set forth in the Bidding Procedures Orders and the Sale Order. Non-debtor counterparties to the Debtor Contracts identified on Exhibit 1 are encouraged to read the Bidding Procedures Orders and the Sale Order in their entirety.

Dated: October 2, 2009  
New York, New York

Respectfully submitted,

/s/ Ryan T. Routh

Richard H. Engman

JONES DAY

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New York, New York 10017

Telephone: (212) 326-3939

Facsimile: (212) 755-7306

- and -

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ATTORNEYS FOR DEBTORS AND  
DEBTORS IN POSSESSION

**EXHIBIT 1**

| <b><u>Contract</u></b>  | <b><u>Counterparty Address</u></b>   | <b><u>Cure Amount</u></b> |
|---|--|---------------------------|
| Master Services Agreement, dated October 12, 1998, between ADP, Inc. and Metaldyne Corporation, as amended by the Addendum dated October 12, 1998, as further amended by the First Amendment dated October 12, 1999, as further amended by the Second Amendment dated January 30, 2003, and as further amended by the Third Amendment dated January 1, 2008 | ADP, Inc.<br>100 Northwest Point Blvd.<br>Elk Grove Village, IL 60007-101  | \$0.00                    |
| Schedule No. 3, dated 02/04/2005, to the Master Lease Agreement between General Electric Capital Corporation and Metaldyne Company LLC, dated 12/30/2004, by and between AIG Commercial Equipment Finance, Inc. and Metaldyne Company LLC.  | AIG Commercial Equipment Finance, Inc.<br>5700 Granite Parkway, Suite 850<br>Plano, Texas 75024<br>c/o Dan Rouse, dan.rouse@aig.com and<br>William S. Anderson | \$0.00                    |
| Software License Agreement between Altair Engineering Incorporated and Metaldyne Corporation on November 20, 2002   | Altair Engineering Inc.<br>1820 E. Big Beaver Rd.<br>Troy, Mi 48083-2031   | \$0.00                    |
| Software License Agreement between ANSYS, Inc. and Metaldyne Corporation on March 22, 2007  | ANSYS, Inc,<br>3005 Boardwalk Street<br>Suite 100<br>Ann Arbor, Mi 48108   | \$22,000.00               |
| ANX Trading Partner and Managed Services Agreement between ANXeBusiness Corporation and Metaldyne, Company, LLC on April 22, 2005   | ANXeBusiness Corp.<br>Attn: Director of Contracts<br>2000 Town Center<br>Suite 2050<br>Southfield, MI 48075-1135   | \$730.00                  |
| Subscription License Contract number 48654 between ASAP Software and Metaldyne on February 23, 2004   | ASAP Software (CITRIX)<br>A Buhrmann Company<br>850 Asbury Drive<br>Buffalo Grove, IL 60089  | \$23,836.00               |
| Software License Agreements between Autodesk, Inc. and Metaldyne Corporation between the years 2007 - 2009 filed on line  | Autodesk, Inc.<br>111 McInnis Parkway<br>San Rafael, CA 94903  | \$0.00                    |
| Order Agreement, effective as of September 28, 2007, by and between Cognos Corporation and Metaldyne Corporation, including the Cognos General Software License, Support and Services Terms   | Cognos Corporation<br>15 Wayside Road<br>Burlington, MA 01803  | \$0.00                    |



| <u>Contract</u>  | <u>Counterparty Address</u>   | <u>Cure Amount</u> |
|--|---|--------------------|
| CSI Master Lease Agreement number 182225, dated April 6,2001 by and between Computer Sales International, Inc. and Metaldyne Company, LLC.   | Computer Sales International, Inc.<br>10845 Olive Boulevard<br>St. Louis, Missouri 63141  | \$0.00             |
| Technology Subscription Services Agreement between Compuware Corporation and Metaldyne Corporation for subscription services to Covisint product and services on March 26, 2008  | Compuware Corporation (Covisint)<br>Drawer 64376<br>Detroit, Michigan 48264               | \$12,104.00        |
| Services and Fees Schedule re: Supplier Connection On-Boarding Services, dated March 7, 2007, between Metaldyne LLC and Compuware Corporation (Covisint), and the Services and Fees Schedule re: EDI On-Boarding and Certification Services, dated March 7, 2007, between Metaldyne LLC and Compuware Corporation (Covisint), and the Services and Fees Schedule re: Metaldyne Supplier Portal Operations, dated June 26, 2008, between Metaldyne LLC and Compuware Corporation (Covisint) | Compuware Corporation (Covisint)<br>Drawer 64376<br>Detroit, Michigan 48264               | \$0.00             |
| Dakota Tracer CA Software Master Agreement between Dakota Software Corporation and Metaldyne Corporation on or about January 22, 2007  | Dakota Software Corporation<br>95 Allens Creek Road<br>Rochester, New York 14618          | \$0.00             |
| End User License Agreement between Dassault Systemes Americas Corporation and Metaldyne for Catia 2008 EULA software in February 2008  | Dassault Systemes Americas Corp.<br>10330 David Taylor Drive<br>Charlotte, NC 28262       | \$0.00             |
| Datastream Systems (MP2) "paid up" License Agreement. Agreement is between Datastream Systems and Metaldyne Corp., on or near April 2003.  | Datastream Systems, Inc.<br>50 Datastream Plaza<br>Greenville, SC 29605                   | \$0.00             |
| Software Rental Agreement between Freedom Technologies Corporation and Metaldyne dated May 7, 2007   | Freedom Technologies Corporation<br>10370 Citation Dr.<br>Suite 200<br>Brighton, MI 48116 | \$0.00             |

| <u>Contract</u>  | <u>Counterparty Address</u>   | <u>Cure Amount</u> |
|--|---|--------------------|
| Schedule No. 4, dated 09/18/2006, to the Master Lease Agreement, dated 12/10/2002, with Merrill Lynch Capital, and subsequently assigned to General Electric Capital Corporation   | <p>General Electric Capital Corporation<br/>401 Merritt Seven, Suite 23<br/>Norwalk, Connecticut 06851<br/>C/o: Joseph Catarina,<br/>Joseph.catarina@ge.com<br/>Bob Goode; Robert.Goode2@ge.com<br/>Bob Sember, Robert.Sember@ge.com</p> <p>Carey D. Schreiber<br/>Winston &amp; Strawn LLP<br/>200 Park Avenue<br/>New York, NY 10166</p> <p>Brian I. Swett<br/>Winston &amp; Strawn LLP<br/>35 West Wacker Drive<br/>Chicago, IL 60601<br/>bswett@winston.com</p> <p>Justin E. Rawlins<br/>Winston &amp; Strawn LLP<br/>333 South Grand Avenue<br/>Los Angeles, CA 90071<br/>jrawlins@winston.com</p> | \$76,231.00        |
| Retail Customer Agreement, signed February 18, 2004, by and between Global Crossing Telecommunications, Inc. and Metaldyne, as amended by the Amendment to Master Services Agreement between Global Crossing Telecommunications, Inc. and Metaldyne contract number 6046 dated on or near December 6, 2006 | Global Crossing Telecommunications, Inc.<br>225 Kenneth Drive<br>Rochester, NY 14623  | \$0.00             |
| Customer Service Agreement between Iron Mountain Information Management, Inc. and Metaldyne effective February 1, 2008   | <p>Iron Mountain<br/>31155 Wixom Rd.<br/>Wixom, MI 48393</p> <p>Frank F. McGinn<br/>Bartlett Hackett Feinberg P.C.<br/>155 Federal Street, 9<sup>th</sup> Floor<br/>Boston, MA 02110<br/>ffm@bostonbusinesslaw.com</p>  | \$0.00             |
| Kronos Sales, Software License and Services Agreement Rev KR-040405. Agreement between Kronos Incorporated and Metaldyne Corporation dated March 24, 2006.   | Kronos Incorporated<br>297 Billerica Road<br>Chelmsford, MA 01824   | \$0.00             |
| Global Cooperation Contract, dated September 9, 2008, between KS Kolbenschmidt GmbH and Metaldyne Company LLC  | KS Kolbenschmidt GmbH<br>Karl - Schmidt Strabe<br>D - 74172 Neckarsulm<br>Neckarsulm ZZ D - 74172 Germany   | \$14,673.95        |

| <u>Contract</u>   | <u>Counterparty Address</u>  | <u>Cure Amount</u> |
|---|--|--------------------|
| License Agreement, dated as of June 10, 1998, between MascoTech Sintered Components, Inc and Mazda Motor Corporation  | Mazda North American Operations<br>7755 Irvine Center Drive<br>Irvine, California 92618  | \$0.00             |
| McAfee Software License for Active Virus Defense and VirusScan for Storage Grant Number 2769135-NAI   | McAfee<br>Attn: Channel Operations Support<br>5000 Headquarters Dr.<br>Plano, TX 75024   | \$0.00             |
| License Agreement and annual subscription between Minitab Incorporated original License Agreement on or around March 15, 2005   | Minitab Incorporated Quality Plaza<br>1829 Pine Hall Road<br>State College, Pennsylvania, 16801  | \$0.00             |
| <p>Evaluation Software License Agreement, dated as of July 13, 2005, by and between Agile Software Corporation and Metaldyne Corporation</p> <p>Ordering Document Terms &amp; Conditions of Purchase &amp; Use, signed February 15, 2008, by and between Agile Software Corporation and Metaldyne Corporation, together with the Addendum to Terms &amp; Conditions of Purchase &amp; Use</p> <p>Terms and Conditions of Product Support Purchase &amp; Use North America (U.S. and Canada), signed February 15, 2008, by and between Agile Software Corporation and Metaldyne Corporation</p> <p>Terms and Conditions of Professional Services Purchase &amp; Use North America (U.S. and Canada), signed February 15, 2008, by and between Agile Software Corporation and Metaldyne Corporation</p> | <p>Oracle<br/>500 Oracle Parkway<br/>Redwood Shores, CA 94065</p> <p>Shawn M. Christianson, Esq.<br/>333 Market Street, 25th Floor<br/>San Francisco, CA 94105-2126<br/>schristianson@buchalter.com</p> <p>Amish R. Doshi, Esq.<br/>Day Pitney LLP<br/>7 Times Square<br/>New York, New York 10036-7311<br/>adoshi@daypitney.com</p> | \$85,581.78        |
| <p>Software License Agreement, effective as of July 31, 1996, by and between Simpson Industries, Inc. and J.D. Edwards &amp; Company, as amended by the Addendum, signed October 29, 2002, by and between J.D. Edwards &amp; Company and Metaldyne Corporation, and as further amended by the Addendum, effective April 30, 2003, by and between J.D. Edwards &amp; Company and Metaldyne Corporation, together with all attachments thereto, including:</p> <p>Licensed Products Attachment, WorldSoftware, signed October 29, 2002, by</p>  | <p>Oracle<br/>500 Oracle Parkway<br/>Redwood Shores, CA 94065</p> <p>Shawn M. Christianson, Esq.<br/>333 Market Street, 25th Floor<br/>San Francisco, CA 94105-2126<br/>schristianson@buchalter.com</p> <p>Amish R. Doshi, Esq.<br/>Day Pitney LLP<br/>7 Times Square<br/>New York, New York 10036-7311<br/>adoshi@daypitney.com</p> | \$0.00             |

| <u>Contract</u>   | <u>Counterparty Address</u>  | <u>Cure Amount</u> |
|---|--|--------------------|
| <p>and among J.D. Edwards World Solutions Company, J.D. Edwards Europe, Ltd, J.D. Edwards (Asia Pacific) Pte. Ltd. and Metaldyne Corporation, including the terms and conditions related thereto.</p> <p>Licensed Products Attachment, OneWorld, signed October 29, 2002, by and among J.D. Edwards World Solutions Company, J.D. Edwards Europe, Ltd, J.D. Edwards (Asia Pacific) Pte. Ltd. and Metaldyne Corporation, including the terms and conditions related thereto.</p> <p>Licensed Products Attachment, J.D. Edwards 5, signed April 30, 2003, by and among J.D. Edwards World Solutions Company, J.D. Edwards Europe, Ltd, J.D. Edwards (Asia Pacific) Pte. Ltd. and Metaldyne Corporation, including the terms and conditions related thereto.</p> |  |                    |
| <p>Software License Agreement between OutlookSoft Corporation and Metaldyne Company LLC effective May 16, 2002</p>  | <p>OutlookSoft<br/>100 Prospect Street<br/>North Tower<br/>Stamford, CT 06901</p>    | <p>\$0.00</p>      |
| <p>Software License Agreements between PTC and Metaldyne Corporation Clickwrap agreement May 2008</p>   | <p>PTC<br/>140 Kendrick Street<br/>Needham, MA 02494</p>                             | <p>\$0.00</p>      |
| <p>Software License Agreement between QAD Incorporated and Metaldyne Corporation transferred to Metaldyne on December 21, 2006</p> <p>Multinational Software Product License Agreement, dated as of June 10, 1993, by and between Masco Industries, Inc. (currently known as Metaldyne Corporation) and qad.inc.</p> <p>Automotive Development Group Software Development Participation Agreement, by and between MascoTech, Inc. and QAD Inc., effective June 16, 1997</p> <p>Software Product License Agreement between QAD Inc. and MascoTech, Inc., dated April 6, 1994</p>   | <p>QAD Incorporated<br/>2000 Midlantic Drive, Suite 100<br/>Mt. Laurel, NJ 08054</p> | <p>\$0.00</p>      |

| <u>Contract</u>   | <u>Counterparty Address</u>   | <u>Cure Amount</u> |
|---|---|--------------------|
| Contract for Technology Transfer, dated February 23, 2004, between Shanghai Cosmopolitan Automobile Accessory Co., Ltd. and Metaldyne Corporation   | Shanghai Cosmopolitan Automobile Accessory Co., Ltd.<br>168 Bai An Road, Jia Ding<br>Shanghai, China      | \$0.00             |
| Software License Agreements between Siemens, Inc and Metaldyne Corporation for Unigraphics CAD software, IDEAS CAD Software C3P, and Solid Edge CAD Software around September 6, 2007                         | Siemens PLM Software<br>5800 Granite Parkway<br>Ste. 600<br>Plano, TX 75024                               | \$27,680.00        |
| Licensing/Service agreement between St. Bernard Software (IPRISM) and Metaldyne dated on or near March 3, 2003.   | St Bernard Software<br>15015 Avenue of Science<br>San Diego, CA 92128                                     | \$0.00             |
| Software License Agreement between Trinary Systems, Inc and Mascotech, Inc. dated December 12, 1994, and Source code License Agreement between Trinary Systems, Inc and MascoTech , Inc on November 21, 2000. | Trinary Systems Incorporated<br>38345 West Ten Mile Road<br>Suite 330<br>Farmington Hills, Michigan 48335 | \$0.00             |