

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

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: Chapter 11
In re: :
: Case No. 09-13412 (MG)
Metaldyne Corporation, *et al.*, :
: (Jointly Administered)
Debtors. :
:
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**STIPULATION AND AGREED ORDER AMONG
METALDYNE COMPANY LLC AND DANA LTD. TO RESOURCE PRODUCTION AT
THE GREENSBORO, NC FACILITY, NUNC PRO TUNC TO OCTOBER 6, 2009**

METALDYNE COMPANY, LLC (the “Supplier”), on the one hand, and DANA LTD. (“Customer”) on the other hand (collectively, the “Parties” and each individually, a “Party”), enter into this stipulation (“Stipulation”) for the resource of production at the Supplier’s Greensboro, North Carolina facility, *nunc pro tunc* to October 6, 2009, on the terms provided below:

RECITALS

WHEREAS, on May 27, 2009 (the “Petition Date”), the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of New York (the “Court”).

WHEREAS, Customer purchases certain component parts or assembled goods made at Supplier’s Greensboro, NC facility (the “Greensboro Facility”) (collectively, the “Component Parts”) from Supplier in accordance with the purchase orders (and Customer’s associated terms and conditions), supply agreements and/or releases issued by Customer to Supplier (individually, a “Purchase Order” and collectively the “Purchase Orders”).

WHEREAS, the Supplier intends to wind down production at the Greensboro Facility.

WHEREAS, the Supplier and Customer entered into an Exit Agreement on or about October 6, 2009, pursuant to which the Supplier and Customer agreed to orderly resource the Component Parts (the "Exit Agreement"). Due to certain economic and/or competitively sensitive provisions contained therein, the Exit Agreement contains a confidentiality agreement. As a result, a true and correct copy of the Exit Agreement is being filed as Exhibit A hereto under seal simultaneously to the filing of this Stipulation, and is fully incorporated herein.

WHEREAS, pursuant to the Exit Agreement, the Supplier and Customer have reached an agreement related to, including but not limited to: the payment of post-petition accounts receivable, delivery of Component Parts, payment terms, the duration of Supplier's obligation to supply Component Parts, the payment of certain wind-down expenses by the Customer, and provisions acknowledging the ownership of tooling. Many of these terms and conditions are standard in the industry with respect to similar types of wind down agreements.

WHEREAS, the Parties agree that many of the terms of the Exit Agreement are ordinary course business transactions in the automotive industry. In addition, Supplier submits that funding by the customers of wind-down expenses of certain plants not being sold through Supplier's Chapter 11 case was contemplated by the estate as set forth in the similar provisions of section 3(c) of the Accommodation Agreement by and between Metaldyne Corporation, on behalf of itself and its domestic and Canadian controlled affiliates and subsidiaries, Deutsche Bank AG New York Branch, Ford Motor Company, General Motors Corporation, Chrysler LLC, and Chrysler de Mexico S.A. de C.V., that was approved by this Court on June 23, 2009 [Docket No. 296], and that pertained to customers of the Debtors other than the Customer. However, out of an abundance of caution, the Parties are seeking Court approval of the Exit Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and of the mutual agreements and covenants hereinafter set forth, the parties hereto, intending to be legally bound hereby, agree as follows:

1. The Exit Agreement is hereby approved *nunc pro tunc* to October 6, 2009.
2. The Court shall retain exclusive jurisdiction to resolve any dispute arising from or relating to this Stipulation and Order and the Exit Agreement for the duration of these Chapter 11 Cases.
3. The Stipulation and Order is effective immediately upon entry notwithstanding the possible applicability of Fed. R. Bankr. P. 6004(h), 7062, 9014 or otherwise.
4. The Purchase Orders shall be terminated upon completion of production under the Exit Agreement.

Dated: October 19th, 2009

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By: /s/ Alan W. Kornberg

SO ORDERED by the Bankruptcy Court this **19th day of October, 2009.**

UNITED STATES BANKRUPTCY JUDGE