

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

-----X
In re: : Chapter 11
: :
Metaldyne Corporation, *et al.*, : Case No. 09-13412 (MG)
: :
Debtors. : (Jointly Administered)
: :
-----X

**STIPULATION AND AGREED ORDER AMONG METALDYNE COMPANY LLC,
METALDYNE MACHINING AND ASSEMBLY COMPANY, INC., KELSEY-HAYES
COMPANY AND TRW CANADA LIMITED TO RESOURCE PRODUCTION AT THE
GREENSBORO, NC FACILITY AND THE EDON, OH FACILITY,
NUNC PRO TUNC TO OCTOBER 13, 2009**

METALDYNE COMPANY, LLC (“Metaldyne”) and METALDYNE MACHINING AND ASSEMBLY COMPANY, INC. (“Metaldyne Machining” or together with Metaldyne, “Supplier”), on the one hand, and KELSEY-HAYES COMPANY (“KH”) and TRW CANADA LIMITED (WINDSOR PLANT) (“TRW Canada” or together with KH, “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 and Supplier’s Edon, Ohio facility, *nunc pro tunc* to October 13, 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") and certain component parts or assembled goods made at Supplier's Edon, OH facility (the "Edon 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, Supplier intends to wind down production at the Greensboro Facility, and Customer intends to resource the Component Parts at the Edon Facility.

WHEREAS, Supplier and Customer entered into an Exit Agreement on or about October 13, 2009, pursuant to which 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 under seal with the Court as Exhibit A to this Stipulation.

WHEREAS, pursuant to the Exit Agreement, Supplier and Customer have reached an agreement on multiple issues, including but not limited to: the payment of accounts receivable, delivery of component parts, 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 the bankruptcy case was contemplated by the estate as set forth in 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 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 13, 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.
3. This 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 20, 2009
New York, New York

FOLEY & LARDNER LLP
Counsel to the Debtors and Debtors in Possession
One Detroit Center
500 Woodward Ave., Suite 2700
Detroit, MI 48226-3489
Attention: Judy A. O'Neill, Esq.
Phone: (313) 234-7113
Facsimile: (313) 234-2800
Email: joneill@foley.com

By: /s/ Judy A. O'Neill

HONIGMAN MILLER SCHWARTZ AND COHN LLP
Counsel to Kelsey-Hayes Company and TRW Canada Limited
2290 First National Building
660 Woodward Avenue
Detroit, MI 48226
Attention: Donald F. Baty, Jr., Esq.
Phone: (313) 465-7314
Facsimile: (313) 465-7315
Email: dbaty@honigman.com

By: /s/ Donald F. Baty, Jr.

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

UNITED STATES BANKRUPTCY JUDGE