

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

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In re: : Chapter 11
Metaldyne Corporation, *et al.*, :
Debtors. : Case No. 09-13412 (MG)
: (Jointly Administered)
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**STIPULATION AND AGREED ORDER AMONG METALDYNE COMPANY LLC AND
ZF LEMFORDER CORPORATION TO RESOURCE PRODUCTION AT THE
GREENSBORO, NC FACILITY NUNC PRO TUNC TO OCTOBER 20, 2009**

METALDYNE COMPANY, LLC (“Supplier”), on the one hand, and ZF LEMFORDER CORPORATION (“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 20, 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, Supplier intends to wind down production at the Greensboro Facility.

WHEREAS, Supplier and Customer entered into an Exit Agreement on or about October 20, 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 20, 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 27 2009
New York, New York

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By: _____


SO ORDERED by the Bankruptcy Court this ___ day of November, 2009.

UNITED STATES BANKRUPTCY JUDGE