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***Conflicts and Special Counsel for the
Debtors and Debtors-in-Possession***

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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

**NOTICE OF FILING REDACTED VERSION OF THE MIDDLEVILLE WIND DOWN
AGREEMENT BETWEEN FORD MOTOR COMPANY AND
METALDYNE CORPORATION, DATED OCTOBER 30, 2009**

PLEASE TAKE NOTICE THAT on November 9, 2009, the Debtors and Debtors in Possession (the "Debtors"), by and through its undersigned counsel, filed with the United States Bankruptcy Court for the Southern District of New York the attached redacted version of the Middleville Wind Down Agreement Between Ford Motor Company and Metaldyne Corporation, dated October 30, 2009 (the "Agreement"). The Agreement relates to docket entry no. 949, filed on November 4, 2009.

Dated: November 9, 2009

Respectfully submitted,

FOLEY & LARDNER LLP

By: /s/ Judy A. O'Neill
Judy A. O'Neill (admitted *Pro Hac Vice*)
500 Woodward Ave., Suite 2700

Detroit, MI 48226
Telephone: (313) 234-7100
Facsimile: (313) 234-2800

*Conflicts and Special Counsel for the Debtors
and Debtors-in-Possession*

MIDDLEVILLE WIND DOWN AGREEMENT

Ford Motor Company ("Ford") and Metaldyne Corporation ("Supplier") enter into this Middleville Wind Down Agreement (this "Agreement") on October 30, 2009, to be effective only as set forth in Section 1.1.

RECITALS

A. Supplier and certain of its affiliates filed for bankruptcy protection in the Southern District of New York (such court, as it presides over the bankruptcy proceedings of Supplier and its affiliates, the "Supplier Bankruptcy Court") on May 27, 2009.

B. Supplier has informed its customers of an orderly wind down of production at its Middleville, Michigan facility ("Middleville"). Ford has agreed that it will orderly resource all components parts, service parts, or assembled goods manufactured by Supplier for Ford at Middleville (the "Middleville Component Parts").

BASED UPON THE FOREGOING RECITALS, which are incorporated into this Agreement as terms, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

TERMS AND CONDITIONS

1. **Term.**

1.1. This Agreement will be effective only upon occurrence of the following (the date of such effectiveness shall be the "Effective Date"):

(a) full execution of this Agreement;

(b) entry of a final order by the Supplier Bankruptcy Court approving this Agreement as a post-petition agreement nunc pro tunc (the "Approval Order"), provided, however, that subject to the satisfaction of the condition set forth in Section 1.1(a) Supplier and Ford will perform their obligations under this Agreement, pending entry of the Approval Order.

1.2. As used in this Agreement, "Term" means that period of time that commences on October 16, 2009 and continues until the earlier of the date Ford fully and finally resources its Middleville Component Parts, and December 23, 2009, unless extended for up to two (2) two-week production periods ("Production Extension Period(s)") and two (2) one-week nonproduction periods ("Non-Production Extension Period(s)", and collectively with any Production Extension Periods, the "Extension Periods"), by written notice from Ford to Supplier on or before ten (10) days prior to the expiration of the period sought to be extended; provided however, that, notwithstanding anything herein to the contrary, the Term shall not extend beyond December 23, 2009,

[REDACTED]

[REDACTED] For the avoidance of doubt, the Term shall include any Extension Periods. Production Term shall mean the Term without any Non-Production Periods.

2. **Ford's Obligations.** Except as explicitly stated below, the obligations of Ford are applicable solely as to the Middleville Component Parts.

2.1. **Funding.**

2.1.1. **Normal Operating Expenses.** In order to (a) fund Supplier's normal operating expenses attributable or related to Supplier's production of Middleville Component Parts during the Term (excluding Non-Production Extension Periods), and (b) ensure production of the Middleville Component Parts until such production can be resourced, Ford agrees to purchase and pay for current model production quantities, bank build quantities, current model and/or past model service quantities, and all-time buy quantities of Middleville Component Parts at the purchase price and terms contained in the Purchase Order, as modified by the Accommodation Agreement and this Agreement, all as in accordance with the Production Plan (defined below) or as otherwise requested in writing by Ford, plus the following payments to the Supplier:

a. **Transition Services and Case Costs.** During the Term, Ford will pay its Pro Rata Share of the following amounts, which represent an agreed upon, fixed amount for certain transition services and case costs:

(i) [REDACTED] per week, from October 16, 2009 through November 15, 2009;

(ii) [REDACTED] per week, from November 16, 2009 through December 23, 2009; and

(iii) [REDACTED] per week after December 23, 2009 (the "Extension Payment"), if the amounts paid by Supplier to Newco for the Transition Services Agreement Extension do not increase from the amounts paid for the period from November 16, 2009 through December 23, 2009. If there is such an increase in amounts owed by Supplier during the Transition Services Agreement Extension, then the Extension Payment shall increase dollar for dollar.

b. **Operating Losses.**

(i) During the Term, but excluding any Non-Production Extension Periods, Ford shall reimburse Supplier for any operating losses incurred, on an accrual basis, at Middleville during the Term (but excluding any Non-

Production Extension Periods) related to production for Ford (the "Operating Losses"). For purposes of clarity, Operating Losses will be calculated by subtracting: (x) 100% of costs directly related to Ford's production plus Ford's Pro Rata Share (defined below) of shared Middleville overhead costs from (y) the purchase price of Ford production determined in accordance with the Purchase Order. The reimbursement for operating losses shall be made upon the expiration of the Term.

(ii) For purposes of this Agreement, Ford's "Pro Rata Share" is defined as Middleville's production related to Ford products, valued at purchase order price multiplied by the quantity produced, as a percentage of total Middleville production for the Production Term (but excluding any Non-Production Extension Periods), measured at the conclusion of the Production Term. At the conclusion of the Production Term, all amounts paid by Ford pursuant to Section 2.2.1(a)(i) will be trued up against Ford's Pro Rata Share.

(iii) During any Non-Production Extension Periods, Ford shall reimburse Supplier for any expenses incurred on an accrual basis at Middleville during the Non-Production Extension Period and related to Ford's non-production requirements associated with assisting Ford with its dismantling and removal of any Designated Equipment or Tooling or other related non-production matters for or related to Ford, which are not otherwise paid by Ford pursuant to other provisions of this Agreement or any other agreement between Ford and Supplier. Such reimbursement shall be made upon the end of the Production Term.

2.1.2. Change in Accounts Payable Terms; Deposit. For those shipments of Middleville Component Parts invoiced and shipped during the Term, Ford will make payments on a net immediate basis; provided, however, that within 2 business days after the Effective Date, Ford will deposit [REDACTED] into escrow with Foley & Lardner LLP ("Foley"), which amount represents an estimate of shipments for the last two weeks of production for Ford (the "Deposit"). The Deposit shall be held in a non-interest bearing account as security for Ford's payment of amounts owing under this Agreement for the production of Component Parts and for no other purpose. Ford will not be obligated to make payment of amounts otherwise due for production of Component Parts in the last two weeks of the Production Term other than as part of the reconciliation process described in this Section 2.1.2. As soon as practicable but in all cases within 15 days after the expiration of the Production Term, Ford's obligations for its final two week shipments of Middleville Component Parts will be reconciled and, pursuant to joint written instructions from Ford and Supplier, Foley shall (a) disburse the Deposit to Supplier to the extent necessary to satisfy any outstanding unpaid amounts owing for Component Parts; and/or (b) return the Deposit to Ford to the extent not needed to pay any such outstanding amounts owed to Supplier. In the event that the foregoing written directions have not been provided to Foley within 20 days after the expiration of the Term, Foley will deposit the amounts then held with the Supplier Bankruptcy Court.

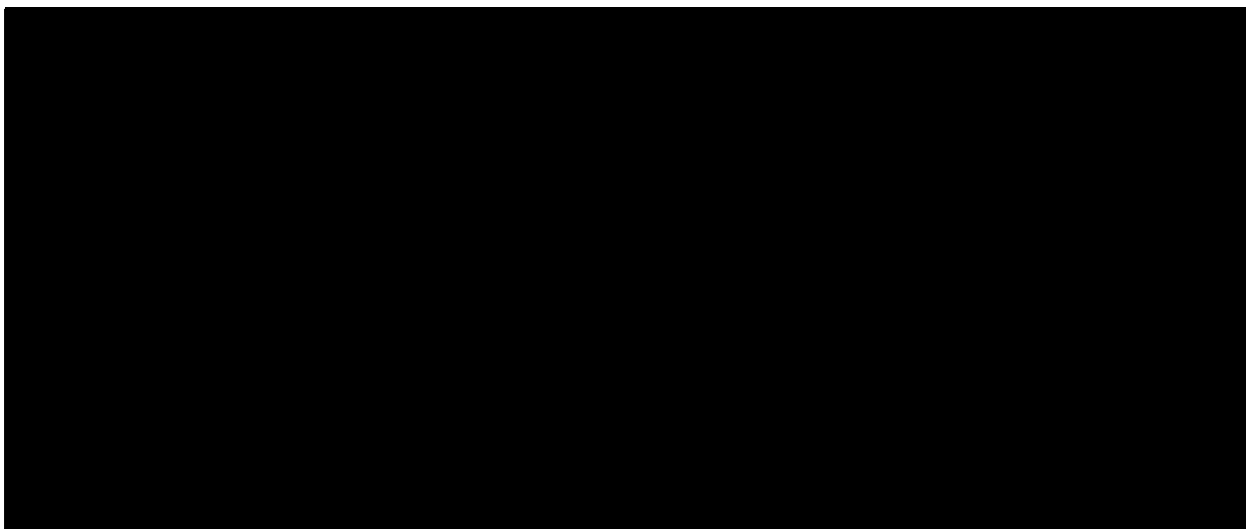
2.1.3. Limitation on Setoffs. With respect to amounts due by Ford pursuant to this Agreement, Supplier and Ford hereby reaffirm their obligations set forth in Section 5A of the Accommodation Agreement which are hereby incorporated herein by reference; provided, however, that such Supplier and any trustee of any liquidating trust pursuant to a plan of reorganization, or trustee in a Chapter 7 proceeding shall be deemed to be successors of Lender for all purposes of Section 5A. In addition, the first sentence of Section 5A(ii) shall be deleted in its entirety.

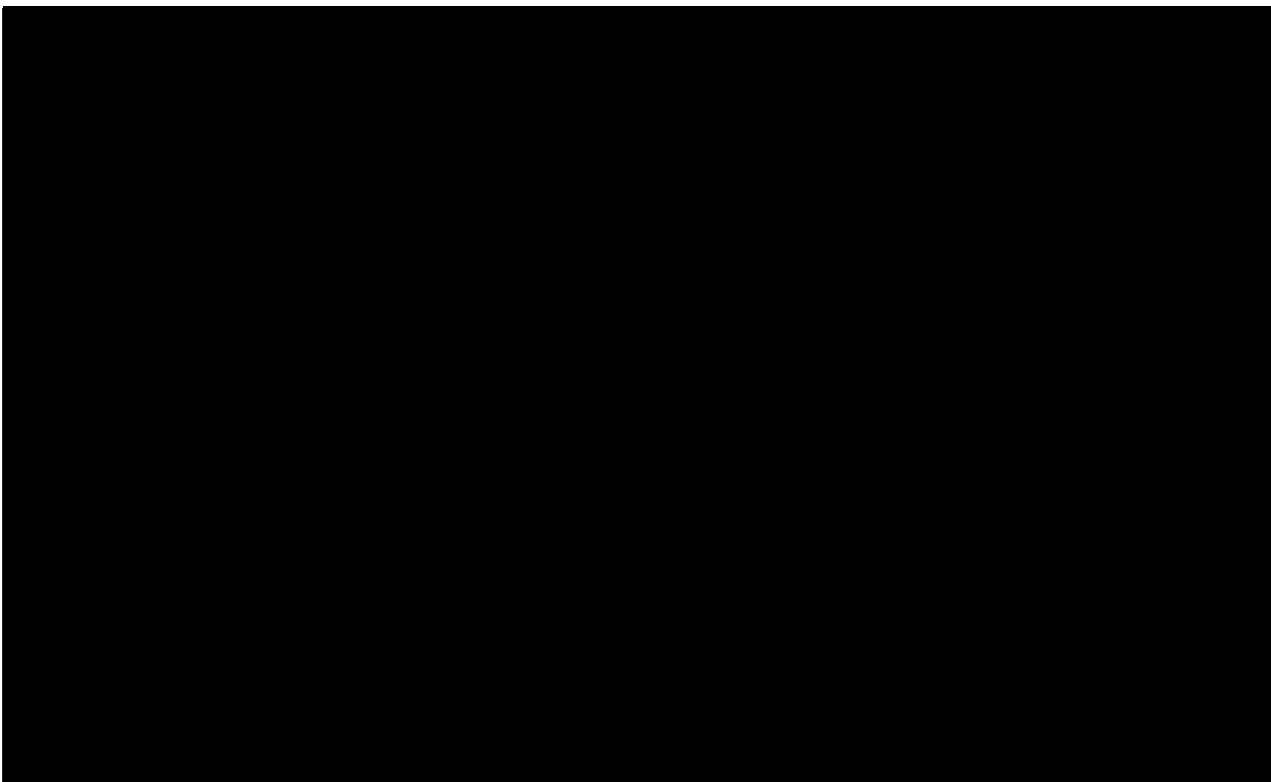
2.1.4. Middleville Inventory. Section 5B of the Accommodation Agreement is hereby incorporated by reference and amended to include the following:

(i) Ford shall purchase its Customer Inventory (as defined in the Accommodation Agreement) relating to the Facility (the "Middleville Inventory") upon an Inventory Trigger Event (as such term is defined in the Accommodation Agreement and is modified below). The Parties agree that, for purposes of the Middleville Inventory, the end of the Production Term of this Agreement shall constitute an "Inventory Trigger Event" under the Accommodation Agreement notwithstanding the earlier payment of all of the obligations of Metaldyne Corporation (including its affiliates and subsidiaries) to the Lender and the Prepetition ABL Agent (each as defined in the Accommodation Agreement). Further, the Parties agree that with respect to the Middleville Inventory, Section 5B(i) of the Accommodation Agreement is amended to delete subclause (iii) thereof in its entirety and replace it with "(iii) Supplier".

(ii) Upon the expiration of the Term of this Agreement, the parties shall determine the amount, if any, owed by Ford for the Middleville Inventory as calculated in accordance with the Accommodation Agreement ("Inventory Purchase Price") which amount shall be paid by Ford in accordance with the Accommodation Agreement.

(iv) Except as amended by this Section 2.1.4, Section 5B of the Accommodation Agreement shall remain in full force and effect pursuant to its terms with respect to the Middleville Inventory.





2.1.6. Purchase Orders. The Purchase Orders shall terminate upon the expiration of the Term.

2.1.7. Warranty Liability. The liability of Supplier for any warranty claims arising out of the Middleville Inventory or any Middleville Component Parts produced pursuant to Section 3.1 shall be limited to the amount of any Allowed Setoffs, as defined in the Accommodation Agreement; provided, however, that such claims may be used as a setoff or recoupment defense (but not for affirmative relief) against a liquidating trustee or trustee in bankruptcy.

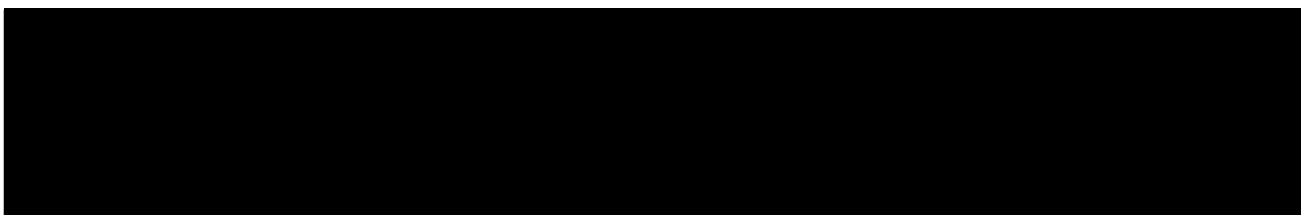
3. Supplier's Assurances.

3.1. Manufacture of Middleville Component Parts, All-Time Buys and Bank Build. Supplier agrees in accordance with the terms set forth in Section 2.1.1 to use commercially reasonable and diligent efforts to produce current model production quantities, bank build quantities, current model and/or past model service quantities, and all-time buy quantities of Middleville Component Parts, all as requested in writing by Ford. Supplier will use commercially reasonable and diligent efforts to complete the bank build in a quantity required by Ford, and the all-time buys of specified Middleville Component Parts on or before the end of the Term (excluding the Non-Production Extension Periods), all as in accordance with the Production Plan.

3.2. Restricted Actions. During the Production Term, Supplier shall not remove, destroy or make unusable any Tooling, Dedicated Equipment (as defined in the Accommodation Agreement), or any other machinery or equipment used in the manufacture of any Middleville Component Parts without Ford's prior written consent. Supplier shall not be responsible for any consequences, including production down time, resulting from equipment failures at Middleville

that cannot be remedied through Supplier's good faith efforts, and any sums necessary to be expended by Supplier to remedy such equipment failures shall be included in the Operating Losses.

3.3. **Resourcing Cooperation.** Supplier hereby reaffirms its obligation to cooperate with and support Ford's resourcing efforts, as set forth in the Accommodation Agreement. Supplier will allow its suppliers to work directly with Ford to resource the Middleville Component Parts notwithstanding any nondisclosure, confidentiality or similar agreement that would otherwise prohibit such cooperation, provided Ford and Supplier's suppliers maintain the confidentiality of such information to the extent not necessary to effectuate the resourcing, and provided that Ford and the Ford Designees maintain the confidentiality of trade secrets or protected information. Supplier will request that all of its suppliers with Tooling related to Middleville Component Parts allow Ford reasonable access to such supplier's facility to inspect and remove Tooling related to Middleville Component Parts and provide the information above. Supplier further agrees that Ford has the right to inspect and audit any inventory to be purchased in accordance with the course of dealing similar to the Accommodation Agreement.



3.5. **Financial Information.** Supplier will provide to Ford and its designee(s) all financial information and weekly reports related to Middleville reasonably necessary to monitor compliance with the terms of this Agreement.

4. **License.** Supplier and Ford reaffirm the provisions of Section 6K of the Accommodation Agreement, which are hereby incorporated by reference.

5. **Tooling Acknowledgment.**

5.1. Supplier and Ford acknowledge that all Tooling that is being utilized to manufacture the Middleville Components Parts, whether under direct agreements between Supplier and Ford or agreements between Supplier and third parties, is Customer Tooling, except for (a) the Tooling which has been determined in accordance with the Accommodation Agreement to be Supplier Owned, and which will become Customer Tooling only after payment as required by the Accommodation Agreement; and (b) perishable Tooling. The Customer Tooling is being held by Supplier and, to the extent that Supplier has transferred the Customer Tooling to third parties, by such third parties, as bailees-at-will.

5.2. Neither Supplier nor any other person or entity other than Ford (or its affiliates) shall have any right, title or interest in Customer Tooling other than Supplier's rights, subject to Ford's discretion, to utilize the Customer Tooling in the manufacture of Middleville Components Parts during the Term and in accordance with the terms of this Agreement. Except as otherwise provided herein, Ford and its affiliates have the right to take immediate possession of the Customer Tooling at any time and without further notice, court hearings, or order of the Supplier Bankruptcy

Court, so long as removal of such Customer Tooling from Supplier's equipment may be accomplished without damage to Supplier's equipment and so long as it will not interfere with Supplier's obligation to manufacture the Middleville Component Parts pursuant to this Agreement. Ford agrees that its removal of its Customer Tooling will not unreasonably interfere with Supplier's ongoing manufacturing operations or production of component parts for another customer. Subject to the foregoing, Supplier agrees to provide Ford and its respective designee(s) with access necessary to remove such Customer Tooling, and Supplier hereby agrees to cooperate with Ford in their taking possession of the Customer Tooling.

5.3. Abandoned Tooling and Equipment. Following 30 days after the expiration of the Term, all Tooling and Dedicated Equipment not removed by Ford or its designee will be deemed abandoned by Ford and may be removed, destroyed or otherwise disposed of by Supplier without liability to any Party and all options thereon under the Accommodation Agreement or otherwise shall be terminated.

5.4. Supplier hereby grants to Ford permission to record on Supplier's behalf any notice and/or financing statements with respect to Customer Tooling which Ford determines is reasonably necessary to reflect its interests in the Customer Tooling. Supplier also authorizes Ford to affix any plate, stamp or other evidence of Ford's ownership upon each item of Customer Tooling. The provisions of Section 5 shall survive the end of the Term of this Agreement.

6. Equipment Purchases and Options. Supplier and Ford hereby reaffirm the provisions of Section 8 of the Accommodation Agreement, which are incorporated herein by reference and which shall continue to remain in full force and effect and shall be enforceable by Ford to the extent it does not contradict the terms of this Agreement; provided, however, that the Option set forth in Section 8 of the Accommodation Agreement shall expire 30 days following the end of the Term of this Agreement. The provisions of this Section 6 shall survive the end of the Term of this Agreement.

7. Notice. Any notice or other instrument to be given hereunder must be in writing and, except as otherwise provided in this Agreement, will be deemed to be duly given if mailed, delivered by hand or sent by facsimile to the party to whom such communication is intended to be given and any notice so delivered or sent will be deemed to have been duly given at the time of service on the day on which it was so delivered or sent, and if mailed, will be deemed to be given three (3) days following the date of mailing. Until changed by notice in the manner described above, the addresses of the parties for the purpose of notice will be:

If to Ford:

Ford Motor Company
20100 Rotunda Dr.
Building #3, 3A-027
Dearborn, MI 48126
Attention: William Strong
Fax: (313) 206-7044
Email: wstrong@ford.com

With a copy to:

Ford Motor Company
Office of the General Counsel
1 American Rd., Ste. 416-A2
Dearborn, Michigan 48126
Attention: Daniella Saltz
Fax: (313) 322-3804
Email: dsaltz@ford.com

and

Miller Canfield Paddock and Stone PLC
150 West Jefferson, Suite 2500
Detroit, MI 48226
Attention: Timothy A. Fusco
Fax:(313) 496-7500
Email: fusco@millercanfield.com

If to Supplier:

Metaldyne Corporation
47603 Halyard Drive
Plymouth, Michigan 48170-2429
Attention: Thomas Amato
Facsimile: (734) 207-6741

With a copy to:

Foley & Lardner LLP
500 Woodward Avenue, Suite 2700
Detroit, MI 48226
Attention: Judy O'Neill
Facsimile: (313) 234 2800

8. **General Terms.**

8.1. Notwithstanding anything in this Agreement to the contrary, neither party may enforce any obligation hereunder against the other party, unless the party attempting to enforce the obligation is in full compliance with all of its obligations under this Agreement.

8.2. Foley's duties and responsibilities as an escrow agent under this Agreement shall be as specifically set forth in this Agreement and there shall be no implied duties or obligations other than as provided for herein. Foley shall not be liable for any action taken or omitted to be taken by it in good faith and in the exercise of its own judgment, unless such action involved gross negligence or willful misconduct.

8.3. This Agreement together with any exhibits to this Agreement constitute the entire understanding of the parties in connection with the subject matter hereof. This Agreement may not be modified, altered or amended except by an agreement in writing signed by all parties. In the event of any inconsistency between the terms and conditions of any Purchase Order and this Agreement, this Agreement shall control.

8.4. The parties executing this Agreement as representatives warrant that they have the power and authority to execute this Agreement on behalf of the corporation or entity that they represent and that their signatures bind said corporations or entities to the terms of this Agreement.

8.5. Supplier may not assign or transfer, directly or indirectly, any of its rights under this Agreement without the prior written consent of all the parties to this Agreement. Likewise, this Agreement is not intended for the benefit of any third parties including any purchasers of Supplier's assets including, without limitation, other customers of Supplier (other than those affiliates, predecessors, or successors of Ford).

8.6. No delay or failure of Ford or Supplier to exercise any right, power or privilege hereunder will affect such right, power or privilege, nor will any single or partial exercise thereof preclude any further exercise thereof, nor the exercise of any other right, power or privilege.

8.7. Should any provision of this Agreement be held invalid or unenforceable, the remainder of this Agreement will not be affected thereby.

8.8. Supplier agrees that it will not enter into any other arrangements or agreements that would in any way materially impair Ford's rights under this Agreement.

8.9. Nothing in this Agreement will be interpreted to constitute Supplier as Ford's agent for any purpose.

8.10. This Agreement may be executed in any number of duplicate originals or counterparts, each of such duplicate originals or counterparts will be deemed to be an original and taken together will constitute but one and the same instrument. The parties agree that their respective signatures may be delivered by facsimile or electronically with original signatures to follow, and that facsimile and electronic pdf signatures will be treated as originals for all purposes.

8.11. This Agreement is made in the State of Michigan and will be governed by, and construed and enforced in accordance with the laws of the State of Michigan, without regard to conflicts of law principles.

9. **REPRESENTATIONS.** THE PARTIES ACKNOWLEDGE THAT THEY HAVE BEEN GIVEN THE OPPORTUNITY TO CONSULT WITH COUNSEL OF THEIR CHOICE BEFORE EXECUTING THIS AGREEMENT AND ARE DOING SO WITHOUT DURESS, INTIMIDATION, OR COERCION AND WITHOUT RELIANCE UPON ANY REPRESENTATIONS, WARRANTIES OR COMMITMENTS OTHER THAN THOSE REPRESENTATIONS, WARRANTIES OR COMMITMENTS SET FORTH IN THIS AGREEMENT.

10. **JURY TRIAL WAIVER.** THE PARTIES ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL RIGHT, BUT THAT THIS RIGHT MAY BE WAIVED. THE PARTIES EACH HEREBY KNOWINGLY, VOLUNTARILY AND WITHOUT DURESS, INTIMIDATION, OR COERCION, WAIVE ALL RIGHTS TO A TRIAL BY JURY OF ALL DISPUTES ARISING OUT OF OR IN RELATION TO THIS AGREEMENT OR ANY OTHER AGREEMENTS BETWEEN THE PARTIES EXECUTED IN CONNECTION WITH THIS

AGREEMENT. NO PARTY WILL BE DEEMED TO HAVE RELINQUISHED THE BENEFIT OF THIS WAIVER OF JURY TRIAL UNLESS SUCH RELINQUISHMENT IS IN A WRITTEN INSTRUMENT SIGNED BY THE PARTY TO WHICH SUCH RELINQUISHMENT WILL BE CHARGED.

[signatures on next page]

[signature page to Middleville Wind Down Agreement]

FORD MOTOR COMPANY

By: *[Signature]* *(Ashik Legal) 10/20/09*
Its: *Senior Purchasing Manager*

METALDYNE CORPORATION

By: _____

Its: _____

Exhibits

Exhibit A Budget

[signature page to Middleville Wind Down Agreement]

FORD MOTOR COMPANY

By: _____

Its: _____

METALDYNE CORPORATION

By: D Larry Carroll

Its: VP + Liquidating Officer

Exhibits

Exhibit A Budget

EXHIBIT A

INTENTIONALLY OMITTED