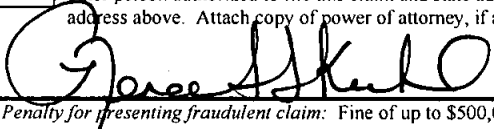


UNITED STATES BANKRUPTCY COURT District of Delaware		PROOF OF CLAIM
Name of Debtor: J. L. French LLC		Case Number: 09-12449-KG
<i>NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.</i>		
Name of Creditor (the person or other entity to whom the debtor owes money or property): Wilmington Trust FSB, First Lien Term Loan Administrative Agent and First Lien Collateral Agent Name and address where notices should be sent: Latham & Watkins, LLP, 233 S. Wacker Dr., Ste. 5800, Chicago, IL 60606, Attn. Richard A. Levy, Esq. Telephone number: (312) 876-7700		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ <i>(If known)</i> Filed on: _____
Name and address where payment should be sent (if different from above): Telephone number: _____		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
1. Amount of Claim as of Date Case Filed: <u>\$ See Exhibit A</u> If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier – 11 U.S.C. §507 (a)(4). <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5). <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. §507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8). <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. §507 (a)(____). Amount entitled to priority: \$ _____ *Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.
2. Basis for Claim: <u>Money Loaned</u> (See instruction #2 on reverse side.)		
3. Last four digits of any number by which creditor identifies debtor: _____ 3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)		
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input checked="" type="checkbox"/> Other Describe: <u>See Exhibit A</u> Value of Property: \$ _____ Annual Interest Rate ____% Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____		
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:		
Date: <u>7/13/09</u>	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. <div style="text-align: center;">  Renee Kuhl Assistant Vice President </div>	

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

FILED

JUL 14 2009

UMC GROUP

Wilmington Trust FSB
50 South Sixth St., Suite 290
Minneapolis, MN 55402
P: 612-217-5635

FOR COURT USE ONLY



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JL French Automotive Castings

J.L. FRENCH LLC (FORMERLY J.L. FRENCH CORPORATION)

CASE NO. 09-12449(KG)

**EXHIBIT A TO PROOF OF PREPETITION SECURED CLAIM
OF WILMINGTON TRUST FSB, AS FIRST LIEN TERM LOAN ADMINISTRATIVE
AGENT AND FIRST LIEN COLLATERAL AGENT (ON BEHALF OF FIRST LIEN
TERM LOAN ADMINISTRATIVE AGENT, FIRST LIEN COLLATERAL AGENT AND
THE FIRST LIEN TERM LOAN LENDERS)**

1. This Proof of Prepetition Secured Claim ("**Proof of Claim**") is being filed in the above-referenced bankruptcy case by Wilmington Trust FSB, as First Lien Term Loan Administrative Agent (as defined below) and First Lien Collateral Agent (as defined below), on behalf of itself as First Lien Term Loan Administrative Agent and on behalf of the First Lien Term Loan Lenders (as defined below), pursuant to the First Lien Credit Agreement (as defined below) (in such capacity, the "**Claimant**"). This Proof of Claim does not apply to any claims of the First Lien Revolving Loan Administrative Agent (as defined below) or the First Lien Revolving Loan Lenders (as defined below).

2. On July 13, 2009 (the "**Petition Date**"), J.L. French Automotive Castings, Inc.; Nelson Metal Products LLC (formerly Nelson Metal Products Corporation); Allotech International LLC (formerly Allotech International, Inc.); J.L. French Automotive, LLC; French Holdings LLC (formerly French Holdings, Inc.); J.L. French LLC (formerly J.L. French Corporation) and Central Die, LLC (collectively, the "**Debtors**") each filed a voluntary petition under Chapter 11 of Title 11 of the United States Code (the "**Bankruptcy Code**") in the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**").

3. J.L. French Automotive Castings, Inc., as borrower (the "**Borrower**"), certain subsidiaries of Borrower, as guarantors (the "**Guarantors**"), Wilmington Trust FSB (as successor to Goldman Sachs Credit Partners L.P.), as Arranger, Syndication Agent, Term Loan Administrative Agent and Sole Bookrunner (the "**First Lien Term Loan Administrative Agent**"), and as Collateral Agent (as successor to CapitalSource Finance LLC) (in such capacity, the "**First Lien Collateral Agent**"), CapitalSource Bank (as successor to CapitalSource Finance LLC), as Revolving Loan Administrative Agent (in such capacity, the "**First Lien Revolving Loan Administrative Agent**," and together with the First Lien Term Loan Administrative Agent, the "**First Lien Administrative Agents**"), each of the financial institutions party thereto with a term loan commitment or a revolving loan commitment (the "**First Lien Term Loan Lenders**," and the "**First Lien Revolving Loan Lenders**," respectively, and collectively, the "**First Lien Lenders**") are parties to that certain First Lien Credit and Guaranty Agreement, dated as of May 14, 2007, as amended and restated as of July 12, 2009 (as further amended, restated, supplemented or modified prior to the Petition Date, the "**First Lien Credit Agreement**").

4. Unless otherwise specified, all capitalized terms used but not defined herein shall have the respective meanings given such terms in the First Lien Credit Agreement, a true and

correct copy of which is attached as Exhibit 1 to the proof of claim filed by Borrower in the Borrower's case, case no. 09-12445(KG) (such proof of claim, the "**Borrower Proof of Claim**").

5. Pursuant to that certain Amendment, Restatement and Waiver Agreement, dated as of July 12, 2009 (as amended, restated, supplemented or modified from time to time prior to the Petition Date, the "**First Lien Waiver Agreement**"), certain of the First Lien Lenders agreed to waive existing Events of Default in conjunction with the amendment and restatement of the First Lien Credit Agreement of even date therewith, together with the amendment and/or restatement of certain Credit Documents (the First Lien Credit Agreement, together with the First Lien Waiver Agreement, the Credit Documents, each as amended, and all other agreements and documents relating to the Prepetition Indebtedness (as defined below) and executed prior to the date hereof, collectively, the "**Prepetition Credit Documents**"). A copy of the First Lien Waiver Agreement is attached as Exhibit 2 to the Borrower Proof of Claim.

6. Pursuant to the Prepetition Credit Documents, Claimant and Lenders agreed, at the request of the Borrower, to lend money, advance funds or otherwise extend credit to or for the benefit of the Borrower and Guarantors in accordance with the terms and provisions of the Prepetition Credit Documents. Pursuant to the First Lien Credit Agreement, executed by each Guarantor in favor of the First Lien Administrative Agents, for their benefit and for the ratable benefit of the First Lien Lenders, each Guarantor guaranteed the Guaranteed Obligations.

7. J.L. French LLC (formerly J.L. French Corporation) ("**JLF LLC**") is a Guarantor under the Prepetition Credit Documents.

8. First Lien Collateral Agent and Goldman Sachs Credit Parties L.P., as collateral agent (in such capacity, the "**Second Lien Collateral Agent**") under the Amended and Restated Second Lien Credit Agreement are parties to that certain Intercreditor Agreement, dated as of May 14, 2007 (as amended, restated, supplemented or otherwise modified, the "**Intercreditor Agreement**"). A true and correct copy of the Intercreditor Agreement is attached as Exhibit 3 to the Borrower Proof of Claim.

9. Pursuant to that certain First Lien Pledge and Security Agreement, dated as of May 14, 2007, and amended and restated as of July 12, 2009 (as further amended, restated, supplemented or otherwise modified in writing prior to the Petition Date, the "**Pledge and Security Agreement**"), between Borrower and Guarantors, on the one hand, and First Lien Collateral Agent, on the other hand, Borrower and Guarantors pledged and granted to First Lien Collateral Agent, for its benefit and for the ratable benefit of the First Lien Lenders, as security for the Secured Obligations (as defined in the Pledge and Security Agreement) arising under the First Lien Credit Agreement, a continuing first priority lien on, and security interest in, all of Borrower's and Guarantors' assets. A true and correct copy of the Pledge and Security Agreement is attached as Exhibit 4 to the Borrower Proof of Claim.

10. Claimant perfected its security interest in the property covered by the Pledge and Security Agreement. Copies of the relevant UCC statements filed by the First Lien Collateral

Agent, including those filed against JLF LLC, are attached as Exhibit 5 to the Borrower Proof of Claim,

11. Pursuant to that certain Deposit Account Control Agreement, dated as of May 14, 2007, by and among JLF LLC, First Lien Collateral Agent, and Wells Fargo Bank, N.A. (the "**Pledged Account Agreement**"), JLF LLC pledged and granted to First Lien Collateral Agent, for its benefit and for the ratable benefit of the First Lien Lenders, as security for the Guaranteed Obligations arising under the First Lien Credit Agreement, a continuing first priority lien on, and security interest in, JLF LLC's Pledged Accounts (as defined in the Pledged Account Agreement) with Wells Fargo Bank, N.A. A true and correct copy of the Pledged Account Agreement is attached as Exhibit 7 to the Borrower Proof of Claim.

12. Pursuant to those certain documents listed below, between JLF LLC, on the one hand, and First Lien Collateral Agent, on the other hand, JLF LLC pledged and granted to First Lien Collateral Agent, for its benefit and for the ratable benefit of the First Lien Lenders, as security for the Guaranteed Obligations arising under the First Lien Credit Agreement, a continuing first priority lien on, and security interest in, certain property, including real property together with all appurtenances, easements, right and privileges thereof, development work and homes, all fixtures, all leases and all rents and proceeds, and construction agreements and project agreements, and all personal property and personalty located thereon (together, each as amended, restated, supplemented or otherwise modified from time to time prior to Petition Date the "**Mortgages**"):

- i. Mortgage, dated as of May 14, 2007, and amended as of July 12, 2009, by and between JLF LLC and First Lien Collateral Agent, concerning real property located in Berrien County, Michigan, commonly known as 1500 E. Empire Ave., Benton, Michigan. A true and correct copy of the mortgage and amendment are attached as Exhibit 9 to the Borrower Proof of Claim and were recorded in Berrien County, Michigan on May 22, 2007 and _____, 2009,¹ respectively.
- ii. Mortgage, Security Agreement, Assignment of Rents and Lease and Fixture Filing, dated as of May 14, 2007, and amended as of July 12, 2009, by and between JLF LLC and First Lien Collateral Agent concerning property located in Sheboygan County, Wisconsin. A true and correct copy of the mortgage and amendment are attached as Exhibit 10 to the Borrower Proof of Claim and were recorded in Sheboygan County, Wisconsin on May 18, 2007 and _____, 2009, respectively.
- iii. Mortgage, Security Agreement, Assignment of Rents and Lease and Fixture Filing, dated as of May 14, 2007, and amended as of July 12, 2009, by and between JLF LLC and First Lien Collateral Agent concerning property located in Sheboygan County, Wisconsin. A true and correct copy of the mortgage and amendment are attached as Exhibit 11 to

¹ All dates left blank in this Proof of Claim are unknown as of the filing of this Proof of Claim.

the Borrower Proof of Claim and were recorded in Sheboygan County, Wisconsin on May 18, 2007 and _____, 2009, respectively.

13. THIS CLAIM IS FILED AS A PREPETITION SECURED CLAIM, except to the extent that the security interests granted the Claimant are insufficient to satisfy the claim. To that extent, the remainder of the claim is filed as an unsecured claim. As of the Petition Date, the principal amount of the Obligations plus accrued non-Default rate interest owed to the Claimant by Debtors, exclusive of accrued but unpaid Default Rate interest, costs, fees and expenses, was at least \$160,940,682.00 (the "**Prepetition Indebtedness**").² A schedule of the principal and interest at the non-Default rate owed to each of the First Lien Term Loan Lenders by the Debtors as of the Petition Date is attached as Exhibit 13 to the Borrower Proof of Claim.

14. Claimant's claims against JLF LLC in respect of the Prepetition Indebtedness are based on the First Lien Credit Agreement, the Prepetition Credit Documents, and the other instruments, documents, and agreements executed in connection therewith. The First Lien Credit Agreement, Prepetition Credit Documents, and other loan, security and perfection documents are voluminous. Copies of all such documents not attached to the Borrower Proof of Claim will be made available upon request for inspection and copying at the offices of counsel to Claimant, Latham & Watkins LLP, 5800 Sears Tower, 233 South Wacker Drive, Chicago, Illinois 60606, Attention: Richard A. Levy, Esq.

15. Nothing herein contained is or shall be deemed to be a waiver or relinquishment in whole or in part of any security interests or liens securing any Prepetition Indebtedness of the Borrower, JLF LLC or the remaining Guarantors to the Claimant.

16. Claimant's claim is not founded on an open account.

17. No judgment has been rendered on Claimant's claim.

18. To the extent possible, the amounts of all payments on Claimant's claim have been credited and deducted for the purpose of making this Proof of Claim.

19. Claimant's claim is not subject to any setoff, recoupment or counterclaim; provided, however, that Claimant preserves all of its rights of setoff, bankers' lien, and all similar such rights, and nothing herein shall be construed as a waiver thereof.

20. Claimant reserves the right to amend or supplement its Proof of Claim, including, without limitation, the right to amend the amount of the claim that is secured and the portion that may be unsecured, and/or to file additional proofs of claim for additional claims or interests at

² Claimant asserts that it is entitled to accrued but unpaid Default rate interest, costs, fees and expenses. In addition, Claimant reserves all rights under that certain Interim Order Pursuant to Sections 361, 362, 363 and 364 of the Bankruptcy Code and Rule 4001 of the Federal Rules of Bankruptcy Procedure (A) Authorizing the Debtors to (I) Use Cash Collateral, (II) Obtain Postpetition Financing and (III) Provide Adequate Protection, and (B) Providing Notice and Scheduling of Final Hearing, dated _____, 2009 (the "**DIP Order**"). Nothing herein shall be construed as a waiver or relinquishment of any such rights under the DIP Order or any other order of the Bankruptcy Court.

any time, either before or after any bar date established by the Bankruptcy Court. Nothing herein shall affect any of the Claimant's rights under any order of the Bankruptcy Court or provision of the Bankruptcy Code, and all such rights are reserved.

21. All notices and communications concerning this Proof of Claim should be sent to Latham & Watkins LLP, 5800 Sears Tower, 233 South Wacker Drive, Chicago, Illinois 60606, Attention: Richard A. Levy, Esq. The request for copies of notices to be sent to Latham & Watkins LLP shall not be deemed authorization of Latham & Watkins LLP to accept service of process on behalf of the Claimant.

22. The execution and filing of this Proof of Claim are not: (a) a waiver or release of the Claimant's rights against any person, entity or property; (b) a consent by the Claimant to the jurisdiction of the Bankruptcy Court with respect to the subject matter of the claim or any objection or other proceeding commenced in this case against or otherwise involving the Claimant; (c) a waiver of the right to move to withdraw the reference or otherwise to challenge the jurisdiction of the Bankruptcy Court with respect to the subject matter of this Proof of Claim, any objections or other proceedings commenced with respect thereto or any other proceeding commenced in these cases against otherwise involving the Claimant; (d) an election of remedy; (e) a waiver of any rights or claims the Claimant may have against JLF LLC or any person or entity with respect to any pending or future litigation or to any matters related to such litigation; or (f) a waiver of any past, present or future Defaults or Events of Default.

LATHAM & WATKINS LLP

July 13, 2009

VIA FEDERAL EXPRESS

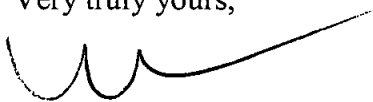
J.L. French Automotive Castings
c/o/ BMC Group, Inc.
18750 Lake Drive East
Chanhassen, MN 55317

Re: J.L. French Automotive Castings, Inc., Case No. 09-12445(KG)

Dear Sir/Madame:

Enclosed please find one original and one copy of the Proofs of Claim of Wilmington Trust FSB, First Lien Term Loan Administrative Agent and First Lien Collateral Agent, to be filed in the above referenced bankruptcy case and in the case of each of the jointly administered cases. Please file the originals and return the copies to me in the enclosed pre-paid Federal Express envelope. Should you have any questions or need additional information, please do not hesitate to call.

Very truly yours,



Elizabeth Arnold
Senior Paralegal

EA/
Enclosures

Sears Tower, Suite 5800
233 S. Wacker Dr.
Chicago, Illinois 60606
Tel: (312) 876-7700 Fax: (312) 993-9767
www.lw.com

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