

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

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In re: Chapter 11  
J.L. FRENCH LLC, Case No. 09-12449 (KG)  
Debtor.  
-----X

**PROOF OF CLAIM OF CAPITALSOURCE BANK**

1. The undersigned has a place of business at c/o CapitalSource Bank ("CapitalSource"), 4445 Willard Avenue, 12<sup>th</sup> Floor, Chevy Chase, MD 20815, and is duly authorized to make this proof of claim on behalf of CapitalSource.
2. All notices and pleadings relating to this proof of claim should be directed as follows:

CapitalSource Bank  
4445 Willard Avenue, 12<sup>th</sup> Floor  
Chevy Chase, MD 20815  
Attention: Mr. Walter Schuppe

and

Gilbert Backenroth, Esq.  
Hahn & Hessen LLP  
488 Madison Avenue  
New York, New York 10022
3. J.L. French LLC, the above-captioned debtor and debtor-in-possession (the "Debtor") was indebted to CapitalSource as of the date of commencement of the Debtor's Chapter 11 case (the "Petition Date") in the aggregate principal amount of **\$49,608,747.10** in respect of the Revolving Loans including **\$5,158,747.10** in respect of certain Letter of Credit Usage (together, as defined in the "Prepetition First Lien Credit Agreement," as defined herein).

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In addition, the Debtor is indebted to CapitalSource in an unliquidated amount, including without limitation costs and expenses of collection, including without limitation, post-petition interest, attorneys' fees, and additional costs and expenses which hereafter may be incurred in connection with the custody, care, preservation, collection, sale and delivery of the collateral securing said indebtedness, as described hereinbelow (collectively, the "Pre-Petition Indebtedness").

4. The consideration for the Pre-Petition Indebtedness upon which this claim is based arises out of CapitalSource providing secured pre-petition credit facilities to the Debtor and certain of its affiliates and/or subsidiaries pursuant to the terms and conditions of certain pre-petition agreements, including, without limitation (a) that certain Amended and Restated First Lien Credit and Guaranty Agreement, dated as of May 14, 2007, and amended and restated as of July 12, 2009 by and among the Debtor, certain affiliates and subsidiaries of the Debtor, Wilmington Trust as term loan administrative agent and collateral agent, and CapitalSource as revolving loan administrative agent (as further amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the "Prepetition First Lien Credit Agreement" and the facilities thereunder, the "Prepetition First Lien Credit Facilities"), (b) that certain (I) Pledge and Security Agreement, dated as of May 14, 2007, and as amended and restated as of July 12, 2009 and (II) certain Mortgages (each as defined in the Prepetition First Lien Credit Agreement and collectively, the "Prepetition First Lien Security Documents"), and (c) that certain Intercreditor Agreement dated as of May 14, 2007 by and among the Debtor, Wilmington Trust as Prepetition First Lien Collateral Agent and Goldman Sachs Credit Partners L.P. as Prepetition Second Lien Collateral Agent (as amended, supplemented, or otherwise modified from time to time the "Prepetition Intercreditor Agreement") (together, the "Pre-Petition Credit Agreements").

5. Pursuant to the Pre-Petition Credit Agreements, the Pre-Petition Indebtedness is secured by liens and/or security interests in substantially all of the Debtor's assets and property as of the Petition Date (the "Pre-Petition Collateral").

6. Copies of the documents giving evidence of the Pre-Petition Indebtedness and the Pre-Petition Collateral are voluminous and will be provided to any party in interest upon reasonable written request.

7. No judgment has been rendered on this claim.

8. The amount of all payments on this claim have been credited and deducted for all the purposes of making this proof of claim.

9. This claim is not subject to any right of set-off or counterclaim.

10. This claim (a) is a secured claim to the extent of the value of the Pre-Petition Collateral, and (b) is a secured, super-priority administrative expense claim and/or general unsecured claim to the extent of any deficiency pursuant to and as set forth in the Court's "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 July 14, 2009 (the "Interim Financing Order").

11. In addition to the Pre-Petition Indebtedness, the Debtor is indebted to CapitalSource subsequent to the Petition Date, on a secured, super-priority administrative expense basis, arising from CapitalSource's perfected replacement lien and/or security interest in the post-petition assets of the estate, and the proceeds and products thereof and CapitalSource's financial accommodations to the Debtor, pursuant to the Interim Financing Order.

12. No previous claim has been filed by CapitalSource for the indebtedness described herein and CapitalSource reserves the right to amend this proof of claim in any respect.

Dated: Chevy Chase, MD  
~~July~~, 2009

August 12, 2009

CAPITALSOURCE BANK

By: 

Walter Schuppe  
Director Special Assets Group

PENALTY FOR PRESENTING FRAUDULENT CLAIM. Fine or imprisonment for not more than 5 years or both --18 U.S.C. § 152.



HAHN & HESSEN LLP

ATTORNEYS

Katharine G. Craner

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Email: [kcraner@hahnhausen.com](mailto:kcraner@hahnhausen.com)

August 17, 2009

VIA COURIER

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

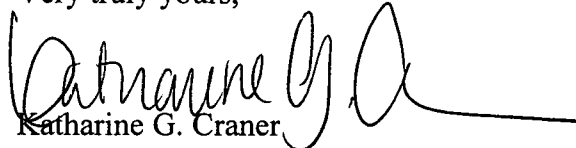
Re: In re J.L. French Automotive Castings, Inc., Case No. 09-12445 (KG)  
In re French Holdings LLC, Case No. 09-12446 (KG)  
In re Nelson Metal Products LLC, Case No. 09-12447 (KG)  
In re Allotech International LLC, Case No. 09-12448 (KG)  
In re J.L. French LLC, Case No. 09-12449 (KG)  
In re J.L. French Automotive, LLC, Case No. 09-12450 (KG)  
In re Central Die, LLC, Case No. 09-12451 (KG)

Dear Sir or Madam:

We are counsel to CapitalSource Bank. Pursuant to the Order Establishing Deadline for Filing Proofs of Claim and Approving Form and Manner of Notice Thereof entered on August 17, 2009, enclosed for filing please find one original and one copy of the Proofs of Claim on behalf of CapitalSource Bank in the above-referenced matters. Please file the originals and once filed, please return receipt-stamped copies, as indicated, in the self-addressed, stamped envelope provided herewith.

Should you have any questions, please do not hesitate to contact the undersigned at (212) 478-7245. Thank you for your assistance in this matter.

Very truly yours,

  
Katharine G. Craner

Enclosures  
KGC:smf