


UNITED STATES BANKRUPTCY COURT District of Delaware		PROOF OF CLAIM
Name of Debtor: J.L. French Automotive Castings, Inc.		Case Number: 09-12445
NOTE: <i>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): FIRST Insurance Funding Corp.		<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 notices should be sent: FIRST Insurance Funding Corp. 450 Skokie Blvd Suite 1000, Northbrook, IL 60062		
Telephone number: (800) 837-3707		
Name and address where payment should be sent (if different from above): <div style="text-align: center;"> RECEIVED SEP 04 2009 BMC GROUP </div>		<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.
Telephone number: _____		
1. Amount of Claim as of Date Case Filed: \$ <u>439,346.22</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 checked="" 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.
2. Basis for Claim: <u>money loaned</u> (See instruction #2 on reverse side.)		<input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).
3. Last four digits of any number by which creditor identifies debtor: <u>8805</u> 3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)		<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).
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>unearned insurance premiums</u> Value of Property: \$ <u>494,535.04</u> Annual Interest Rate <u>4%</u> Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: <u>18 Del.C. § 4811</u> Amount of Secured Claim: \$ <u>439,346.22</u> Amount Unsecured: \$ _____		<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).
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.		<input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507 (a)(____). Amount entitled to priority: \$ _____
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 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:		*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.
Date: <u>9/30/09</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;">  Mark C. Lucas, Senior 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.

FOR COURT USE ONLY

JL French Auto Castings

 00126

1048805 Customer Inquiry/Update
 NDIP-J.L. FRENCH AUTOMOTIVE
 CASTINGS, INC.
 3101 SOUTH TAYLOR DRIVE
 SHEBOYGAN, WI 53082-1024
 (920) 453-4332
 BILL: STEVE BOYACK

03003-0002 010 01:20 PM
 THE HAYS GROUP WL-9
 80 S. 8TH STREET
 SUITE 700
 MINNEAPOLIS, MN 55402
 (612) 333-3323
 Prem Fin: Beth Lewis

Note:

	N BK Ch11/13	Account Summary	LC/Other	Total
Current Status: BRR (3)	CURRENT			
Last Acct Act: 08/04/09	73,224.37	Orig: 732,243.70		Funded: 04/10/09
Sched Pymt Dt: 09/01/09	73,224.37	Mat: 366,121.85	0.00	366,121.85
APR: 4.39 FS:1 Prior FS: 1		Paid: 292,897.48	0.00	292,897.48
RP EXPDT/AMT	0.00	Due: 73,224.37	0.00	73,224.37
Pay-off: 10/01/2009	436,686.93	Bal: 439,346.22	0.00	439,346.22

Ant Cxl Dt:		Date	Trans	Charges	Credits	Chk #	Pmts Due	LC/Other	Days
		04/10/09	New				0.00	0.00	0
		04/14/09	COUPON				0.00	0.00	0
		04/23/09	Pmt		73,224.37	00165745	0.00	0.00	0
		05/01/09	Pmt Due	73,224.37			0.00	0.00	0
		05/15/09	COUPON				0.00	0.00	0
		06/01/09	Pmt Due	73,224.37			73,224.37	0.00	0
		06/02/09	Pmt		73,224.37	D0166357	0.00	0.00	0
		06/15/09	COUPON				0.00	0.00	0
		07/01/09	Pmt Due	73,224.37			73,224.37	0.00	0
		07/02/09	Pmt		73,224.37	D0166921	0.00	0.00	0
		07/15/09	COUPON				0.00	0.00	0
		08/01/09	Pmt Due	73,224.37			73,224.37	0.00	0
		08/04/09	Pmt		73,224.37	D0167219	0.00	0.00	0
		08/17/09	COUPON				0.00	0.00	0
		09/01/09	Pmt Due	73,224.37			73,224.37	0.00	0
		09/02/09	Today				73,224.37	0.00	1
		10/01/09	Pmt Due	73,224.37			146,448.74	0.00	-
		11/01/09	Pmt Due	73,224.37			219,673.11	0.00	-
		12/01/09	Pmt Due	73,224.37			292,897.48	0.00	-
		01/01/10	Pmt Due	73,224.37			366,121.85	0.00	-
		02/01/10	Pmt Due	73,224.37			439,346.22	0.00	-

1048805



COMMERCIAL PREMIUM FINANCE AGREEMENT AND DISCLOSURE STATEMENT

Quote Number: 100000784819

INSURED/BORROWER (Name and address as shown on Policy) JL French Automotive Casings 3101 South Taylor Drive Sheboygan WI 53082-1024 Telephone Number: (920) 453-4332 Direct Correspondence to: Steve Boyack AGENT or BROKER (Name and Business Address) 03003-0002 The Hays Group, Inc. 80 South 8th Street Suits 700 Minneapolis MN 55402 Telephone Number: (612) 893-3523 FID: 889	A Total Premium	\$ 859,649.00						
	B Cash Down Payment Required	\$ 141,825.59						
	C Unpaid Premium Balance	\$ 717,723.41						
	D Documentary Stamp Tax (only applicable in Florida)	\$ 0.00						
	E Amount Financed (The amount of credit provided on your behalf)	\$ 717,723.41						
	F FINANCE CHARGE (Dollar amount credit will cost you)	\$ 14,520.29						
	G Total of Payments (Amount you will have paid after making all scheduled payments)	\$ 732,243.70						
	ANNUAL PERCENTAGE RATE (Cost of your credit figured as a yearly rate)		4.390 %					
	PAYMENT SCHEDULE BELOW or See Schedule Attached							
	<table border="1"> <tr> <th>Number of Payments</th> <th>Payments are due</th> <th>Amount of Each Payment</th> </tr> <tr> <td>10</td> <td>Beginning 06/01/2009</td> <td>73,224.37</td> </tr> </table>			Number of Payments	Payments are due	Amount of Each Payment	10	Beginning 06/01/2009
Number of Payments	Payments are due	Amount of Each Payment						
10	Beginning 06/01/2009	73,224.37						

LENDER FIRST INSURANCE FUNDING CORP. 450 Skokie Blvd, Suite 1000 P.O. Box 3398 Northbrook, IL 60065-3800 Telephone: (800) 637-3707 Fax: (800) 637-3709	Prepayment The insured may prepay the full amount due and receive a refund of the unearned interest as provided on page 2 of this agreement. Security As security for the payments to be made, the insured assigns FIRST INSURANCE FUNDING CORP. therein related to the FIRST a security interest in return payments with reference to the policies listed below. Under certain conditions, FIRST HAS THE RIGHT TO CANCEL FINANCED POLICIES as provided on page 2 of this agreement. Late Payment A late charge will be imposed on any payment which is not received by FIRST within five (5) days of the due date (unless a longer grace period is specified under applicable law, in which case a late charge will be imposed on any payment not received by FIRST within such grace period). This late charge will be 3% of the overdue amount or the maximum late charge permitted by applicable law, whichever is less. The maximum late charge is \$5.00 in DE, MT, and ND. Contract Reference should be made to the terms of this agreement as stated below and on page 2 for information about nonpayment, default, acceleration, the right to demand immediate payment in full, and prepayment.
ERM:040208 CFG:InternalAQ	RT:NoFee CRD:0 DR:Coupon P/F:0.00 SUB:FINCODEFAULT DOWN

SCHEDULE OF POLICIES

Policy Number And Policy	Full Name of Insurance Company and Name and Address of General Agent or Company Office to Which Premium is Paid	Type of Insurance	Policy Term In Months	Effective Date Mo. Day, Yr.	Policy Premiums
PC822	18302-003 - FM Global Group	PROP (ME%: 0.000 CR: 10)	12	04-01-2009 FIN TXS/FEE ERN TXS/FEE	813,970.00 9,337.00 0.00
GB01200586	02452-001 - St Paul Fire & Marine Ins Co	LIAB (ME%: 0.000 CR: 10)	12	04-01-2009 FIN TXS/FEE ERN TXS/FEE	18,904.00 0.00 0.00
(Policies continued on next page.)					
NOTICE: SEE PAGE 2 FOR IMPORTANT INFORMATION					TOTAL PREMIUMS (Record in "A")
The provisions on page 2 are incorporated by reference and constitute a part of this agreement					859,549.00

AGENT OR BROKER REPRESENTATIONS AND WARRANTIES
 The undersigned agent or broker has read the Agent/Broker Representations and Warranties on Page 2, has completed page 2 of all copies where required, and makes all such Representations and Warranties recited herein. Further, the undersigned agent or broker agrees to: (i) pay all reasonable attorney fees, court costs, and other collection costs incurred by FIRST in recovering amounts due from the agent or broker in connection with any breach of the Agent/Broker Representations and Warranties, and (ii) indemnify FIRST for any and all losses FIRST incurs as a result of any error committed by the Agent/Broker in completing or failing to complete any portion of this agreement.

INSURED'S AGREEMENT:
 In consideration of the premium payments (the "Amount Financed" shown) to be made to the above captioned AGENT or BROKER by FIRST, the named insured (herein referred to as "insured") promises to pay, to the order of FIRST, the total of Payments subject to all of the provisions set forth on both pages of this agreement.
NOTICE TO THE INSURED:
 (1) Do not sign this agreement before you read both pages of it, or if it contains blank spaces. (2) You are entitled to a completely filled-in copy of this agreement. (3) Under the law, you have the right to pay off in advance the full amount due and under certain conditions to obtain a partial refund of the service charge. (4) Keep your copy of this agreement to protect your legal rights.

Signature of Agent or Broker
 Director-Boyd 4/3/09
 Title Date

JL FRENCH AUTOMOTIVE CASINGS
 Name of Insured (Print or Type)
 By: Signature
 VP Financial Manager 4-10-09
 Title Date

STEVEN A. BOYACK

SCHEDULE OF POLICIES

Policy Number And Prefix	Full Name of Insurance Company and Name and Address of General Agent or Company Office to Which Premium is Paid	Type of Insurance	Policy Term in Months	Effective Date Mo. Day, Yr.	Policy Premiums
M25767D	02084-141 - Federal Insurance Company	CRGO (ME%: 0.000 C%: 10)	12	04-01-2009 FIN TXS/FEEES ERN TXS/FEEES	2,800.00 0.00 0.00
GK04800390	02432-001 - El Fed. Fire & Marine Ins Co	UMB (ME%: 0.000 C%: 10)	12	04-01-2009 FIN TXS/FEEES ERN TXS/FEEES	81,250.00 0.00 0.00
ELU110800-09	00778-080 - XL SPECIALTY INS CO 002954 - AMWINS BROKERAGE OF ILLINOIS	D&O (ME%: 0.000 C%: 10)	12	04-01-2009 FIN TXS/FEEES ERN TXS/FEEES	69,500.00 0.00 0.00
8804-7338	02084-141 - Federal Insurance Company	LIAB (ME%: 0.000 C%: 10)	12	04-01-2009 FIN TXS/FEEES ERN TXS/FEEES	8,975.00 0.00 0.00
ELU110487-09	00778-080 - XL SPECIALTY INS CO 002954 - AMWINS BROKERAGE OF ILLINOIS	LIAB (ME%: 0.000 C%: 10)	12	04-01-2009 FIN TXS/FEEES ERN TXS/FEEES	6,500.00 0.00 0.00
7979389d	02084-141 - Federal Insurance Company	UMB (ME%: 0.000 C%: 10)	12	04-01-2009 FIN TXS/FEEES ERN TXS/FEEES	38,813.00 0.00 0.00
FLO022120003	08866-001 - Zurich American Ins Co of IL	LIAB (ME%: 0.000 C%: 10)	12	04-01-2009 FIN TXS/FEEES ERN TXS/FEEES	13,800.00 0.00 0.00

ADDITIONAL PROVISIONS OF PREMIUM FINANCE AGREEMENT:

WARRANTY OF ACCURACY. The insured represents and warrants to FIRST that the insurance policies listed in the Schedule of Policies are in full force and effect and that the insured has not assigned any interest in the policies except for the interest of mortgages and loss payees. The insured further represents and warrants to FIRST that (1) none of the insurance policies listed in the Schedule of Policies are for personal, family or household purposes, and (2) the insured has no knowledge of any claims for payment against the insured.

REPRESENTATION OF SOLVENCY. The insured represents that the insured is not insolvent nor presently the subject of any insolvency proceeding.

COLLATERAL. To secure payment of all amounts due under this agreement, insured grants FIRST a security interest in the policies, including all return premiums, dividend payments, and stock payments which reduce unearned premiums, payable to any mortgagee or loss payee interest.

RIGHT TO CANCEL. If insured does not make a payment when it is due, or if insured is in default under this agreement, FIRST may cancel the policies and act in insured's place with regard to the policies, including assigning any check or draft issued in the insured's name for funds assigned to FIRST as security hereon. This right given by insured to FIRST constitutes a "Power of Attorney". Before FIRST cancels the policies, FIRST will provide notice to the insured, as required by law. Insured agrees that this right to cancel which insured has granted to FIRST cannot be revoked, and that FIRST's right to cancel will terminate only after all of insured's indebtedness under this agreement is paid in full.

DEFAULT. Insured is in default under this agreement if: (a) a payment is not received by FIRST when it is due; (b) insured or its insurance companies are insolvent or involved in a bankruptcy or similar proceeding as a debtor; (c) insured has to comply with any of the terms of this agreement as a debtor; (d) insured occupies rental coverage; (e) premium increase under any policy listed in this agreement; and insured fails to pay such increased premium within thirty (30) days of notification; or (f) insured is in default under any other agreement with FIRST whenever the word "default" is used in the agreement. It means any one of the above. If the insured is in default, FIRST has no further obligation under this agreement to pay premiums on the insured's behalf, and FIRST may pursue any of the remedies provided in this agreement.

LATE CHARGES. A late charge will be imposed on any payment which is not received by FIRST within five (5) days of its due date (unless a longer grace period is specified under applicable law, in which case a late charge will be imposed on any payment not received by FIRST within such grace period). This late charge will be 5% of the overdue amount or the maximum late charge permitted by applicable law, whichever is less. The maximum late charge is \$5.00 in DE, MT, and ND.

DISHONORED CHECK FEE. If an insured's check is dishonored for any reason and a payment by law, the insured will pay FIRST a dishonored check fee equal to the maximum fee permitted by law.

PAYMENTS RECEIVED AFTER NOTICE OF CANCELLATION. Once a Notice of Cancellation has been sent to any insurance company, FIRST has no duty to reinstate it or to ask that the policy be reinstated, even if FIRST later receives insured's payment. Payments which FIRST receives after sending a Notice of Cancellation may be applied to insured's account without changing any of FIRST's rights under this agreement.

FIRST'S RIGHTS AFTER THE POLICIES ARE CANCELLED. After any policy is cancelled (whether by insured or FIRST or anyone else) FIRST has the right to receive all unearned premiums and other funds assigned to FIRST as security hereon and to apply them to insured's unpaid balance under this agreement or any other agreement between the insured and FIRST. If the amount received is more than the amount owed by insured, any excess amount will be refunded to insured. If the amount received is less than the amount owed by insured, insured will pay FIRST the balance due. FIRST may act in insured's place to do whatever is necessary to collect such refunds. The insurance companies may rely on whatever FIRST tells them regarding the policies; it does not have to get any proof from the insured or anyone else.

INTEREST DUE AFTER CANCELLATION. To the extent permitted by applicable law, if cancellation occurs, the insured agrees to pay FIRST interest on the balance due at the contract rate or at the maximum rate allowed by applicable law, whichever is less, until the balance is paid in full or until such other date as provided by applicable law.

RIGHT TO DEMAND IMMEDIATE PAYMENT IN FULL. At any time after default, FIRST can demand and has the right to receive immediate payment of the total unpaid amount due under this agreement even if FIRST has not received any refund of unearned premium.

CANCELLATION CHARGE. If a default by the insured results in cancellation of any insurance policy listed in the Schedule of Policies, the insured will pay FIRST a charge equal to the maximum charge permitted by law.

ASSIGNMENTS. Insured may not assign any policy without FIRST's written consent. However, FIRST's consent is not needed to add mortgagee or other payee to loan payees. FIRST may transfer its rights under this agreement to anyone without the consent of insured.

COLLECTIONS AND ATTORNEY FEES. FIRST may enforce its rights to collect amounts due to it without using the security interest provided in this agreement. If FIRST uses an attorney who is not a salaried employee of FIRST or incurs other collection costs to collect any money owed under this agreement, insured agrees to pay reasonable attorney fees, court costs, and other collection costs incurred by FIRST, not to exceed 20 percent of the amount due and payable under this agreement.

PREPAYMENT. At any time, insured may pay the entire amount due unpaid. If insured pays the full amount before it is due, insured will receive a refund of unearned finance charge computed by the actuarial method at the rate of 6%, as permitted by applicable law. This refund will be subject to the maximum non-refundable service fee permitted by applicable law. There is no refund made if the amount to be refunded is less than \$1.00.

RIGHT AND REPORTING FORM POLICIES. With regard to any policy in the Schedule of Policies, which is an accident or reporting form type, insured agrees to promptly pay to the insurance company the difference between the actual earned premium generated by the policy, and the premiums financed under this agreement.

FINANCE CHARGE. The finance charge is based on the contract effective date of the policies listed in the Schedule of Policies section. The finance charge includes interest and may include a non-refundable service fee equal to the maximum fee permitted by applicable law. The finance charge is computed using a 365 day year.

AGENT OR BROKER. The agent or broker handling this agreement is not the agent or broker of FIRST, and cannot legally bind FIRST in any way. Where permitted by law, some policies of this finance charge may be paid by FIRST to the agent or broker executing this agreement as payment for the services in conducting the financing of the insurance premiums. Any and all questions about this payment should be directed to the agent or broker.

CORRECTIONS. FIRST may insert the names of the insurance companies and policy numbers, if those are not known at the time insured signs this agreement. FIRST is authorized to correct patent errors or omissions in this agreement.

EFFECTIVE DATE. This agreement will not become effective until it is accepted by writing by FIRST.

GOVERNING LAW. This agreement is governed by and interpreted under the laws of the state where FIRST accepts this agreement. If any court finds any part of this agreement to be invalid, such finding shall not affect the remainder of this agreement. Singular words in this agreement shall mean plural and vice versa as may be required to give this agreement meaning. North Carolina Department of Insurance Permit #24-882.

SIGNATURE AND ACKNOWLEDGMENT. Insured has signed this agreement and received a copy of it. If insured is a corporation, the person signing is an officer of that corporation authorized to sign this agreement. If the insured is not a corporation, the insured's listed in any policy have signed.

LIABILITY. Insured understands and agrees that FIRST has no liability to insured or any person or entity upon the exercise of FIRST's right of cancellation, except in the event of willful or intentional misfeasance by FIRST.

AGENT OR BROKER REPRESENTATIONS AND WARRANTIES

SIGNATURES GENUINE. To the best of our knowledge, the insured's signature is genuine.

AUTHORIZATION/RECOURSE. The insured has authorized the transaction. Both the insured and the Agent/Broker recognize the security interest granted herein, permission to which the insured assigns to FIRST all unearned premium, dividends and certain loss payments. Upon cancellation of any of the policies listed in the Schedule of Policies, the Agent/Broker agrees to immediately pay FIRST all unearned commissions and all unearned premiums, dividends and loss payments received. If such funds are not returned to FIRST within 10 days of receipt by the Agent/Broker, the Agent/Broker agrees to pay FIRST interest on such funds at the maximum rate allowed by applicable law.

POLICIES EFFECTIVE/PREMIUMS CURRENT. The policies listed in the Schedule of Policies are in full force and effect, and the premiums are current as listed.

INSURED HAS THIS DOCUMENT. The insured has been given a copy of this agreement.

NO INDEBTEDNESS. To the best of our knowledge, neither the insured nor the insurance companies are insolvent or involved in a bankruptcy or similar proceeding as a debtor, except as clearly indicated on page 1 of this agreement.

FOR THE SCHEDULED POLICIES, AGENT OR BROKER WARRANTS THAT:

- (a) No policies are Available, Reporting from policies or policies subject to Retroactive Rating, except policies listed at right or as indicated on the Schedule of Policies.
- (b) No policies are subject to Minimum Earned Premium except policies listed at right or as indicated on the Schedule of Policies. The Minimum Earned Premium for listed policies is \$ _____.
- (c) All policies provide that unearned premiums are computed by the stipulated short rate or pro rata basis, except those policies listed at right or as indicated on the Schedule of Policies.
- (d) No policies contain provisions which prohibit cancellation within the time period set by the insurance company within ten (10) days, except those policies listed at right or as indicated on the Schedule of Policies.

REPROVISIONAL PREMIUMS. Any Audit or Reporting Form policies or policies subject to retrospective rating included in this agreement are noted below in section (a). The deposit or provisional premiums for these policies are not less than the obligated premiums to be returned in the full term of the policies.

LOSS PAYEE NAMED. Any policies which provide that the premium may be earned earlier in the event of loss are noted below in section (b) and/or (c). The Agent/Broker has notified the relevant insurance companies and the insured that FIRST is to be named as a loss payee on any such policies.

AUTHORIZED ISSUING AGENT. For the scheduled policies, the Agent/Broker is either the insurance company's authorized policy issuing agent or the broker placing the coverage directly with the insurance company, except where the name and address of issuing Agent or General Agent is listed in the Schedule of Policies.

AMOUNTS DUE FROM INSURED. The cash down payment and any installments due from the insured have been collected from the insured.

Policy Number Of Exceptions	Comments
(a)	
(b)	
(c)	
(d)	