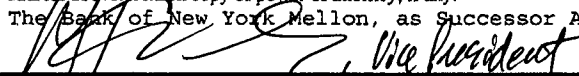



UNITED STATES BANKRUPTCY COURT District of Delaware		PROOF OF CLAIM
Name of Debtor: J.L. French LLC		Case Number: 09-12449-KG
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): The Bank of New York Mellon		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____
Name and address where notices should be sent: The Bank of New York Mellon, as Successor Admin Agent 600 E. Las Colinas Blvd, Suite 1300, Irving, TX 75039 Attn: Russell J. Tuman Telephone number: (972) 401-8531		
Name and address where payment should be sent (if different from above): <div style="text-align: center;"> RECEIVED SEP 10 2009 BMC GROUP </div> 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: \$64,295,170.50 , plus postpetition amounts and certain unliquidated and contingent amounts described on Attachment A hereto. 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: _____ 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>Liens on substantially all assets</u> Value of Property: \$ <u>undetermined</u> Annual Interest Rate* <u>**%</u> Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ <u>64,295,170.50</u> Basis for perfection: <u>See attached</u> Amount of Secured Claim: \$ <u>64,295,170.50</u> Amount Unsecured: \$ <u>0</u>		<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: \$ _____
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:		*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: _____	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. The Bank of New York Mellon, as Successor Administrative Agent  <i>Russell J. Tuman, Vice President</i>	FOR COURT USE ONLY JL French Auto Castings  00186

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.

** Pursuant to the Second Lien Credit Agreement (defined in the attached).

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

In re:)	Chapter 11 Cases
)	
J.L. French LLC,)	Case No. 09-12449 (KG)
)	
Debtor. ¹)	Jointly Administered Under Case No. 09-12455

**ATTACHMENT TO PROOF OF SECURED CLAIM
OF BANK OF NEW YORK MELLON, AS ADMINISTRATIVE AGENT**

1. Melinda Valentine is a Vice President of The Bank of New York Mellon (the "**Bank of New York**" or "**Claimant**"), a national banking association with a place of business at 600 E. Las Colinas Blvd., Suite 1300, Irving, Texas 75039, and is authorized to make this proof of claim for Bank of New York, as successor administrative agent (the "**Administrative Agent**")² under the Second Lien Credit and Guaranty Agreement (defined below) pursuant to the Credit Documents³ and applicable law.

2. Upon commencement of these cases (the "**Chapter 11 Cases**") under chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**") on July 13, 2009 (the "**Filing**

¹ The Debtors are the following entities: J.L. French Automotive Castings, Inc.; French Holdings LLC; Nelson Metal Products LLC; Allotech International LLC; J.L. French LLC; J.L. French Automotive, LLC; and Central Die, LLC.

² Goldman Sachs Credit Partners L.P. ("**GSCP**" or the "**Collateral Agent**") was both the administrative agent and the collateral agent on the Closing Date. Pursuant to the Resignation, Consent and Waiver, effective October 15, 2007, GSCP resigned as Administrative Agent (but remained the Collateral Agent) and the Bank of New York was appointed successor Administrative Agent in connection with the Second Lien Credit and Guaranty Agreement.

³ Terms not defined herein shall have the meanings ascribed to them in the Credit Documents. As defined in the Second Lien Credit and Guaranty Agreement, the "**Credit Documents**" include the Second Lien Credit and Guaranty Agreement, the Amendment, Restatement and Waiver, the Notes, the Collateral Documents and all other documents, instruments or agreements executed and delivered by a Credit Party for the benefit of any Agent or any Lender in connection with any of the foregoing. As defined in the Second Lien Credit and Guaranty Agreement, the "**Collateral Documents**" include the Pledge and Security Agreement, the Intercreditor Agreement, the Mortgages, the Foreign Pledge Agreements, the Landlord Personal Property Collateral Access Agreements, if any, and all other instruments, documents and agreements delivered by any Credit Party pursuant to this Agreement or any of the other Credit Documents in order to grant to Collateral Agent, for the benefit of the Secured Parties, a Lien on any real, personal or mixed property of that Credit Party as security for all or part of the Obligations.

Date"), J.L. French Automotive Castings, Inc. (the "**Borrower**"), was indebted to the Claimant and to each of the lenders (collectively, with their respective successors and assigns, the "**Second Lien Lenders**") under the Second Lien Credit and Guaranty Agreement, the Notes and the other Credit Documents for (i) principal in the amount of \$60,549,131.52 (the "**Principal Claim**") plus (ii) unpaid prepetition interest accrued thereon (and not paid in kind) in the amount of \$3,746,038.98 (the "**Interest Claim**", and together with the Principal Claim, the "**Base Claim**"). In addition, the Bank of New York and the Second Lien Lenders had unliquidated and/or contingent claims against the Borrower for PIK interest, prepayment penalties and for indemnification, including for fees and expenses of Bank of New York and its counsel, pursuant to the Credit Documents.

3. Pursuant to Section 7 of the Second Lien Credit and Guaranty Agreement, J.L. French LLC (the "**Guarantor**") guaranteed, jointly and severally with French Holdings LLC, Nelson Metal Products LLC, Allotech International LLC, J.L. French Automotive, LLC and Central Die, LLC (the "**Other Guarantors**"), all of the Borrower's Obligations (as defined in the Second Lien Credit and Guaranty Agreement) under the Credit Documents, including the Base Claim. Thus, to the extent that the Borrower does not satisfy the Base Claim in full, the Guarantor would be obligated to satisfy any deficiency amounts.

4. Prior to the filing date, the Debtors negotiated with their principal creditor constituencies, including the Second Lien Lenders, on the terms of a consensual restructuring. That restructuring was ultimately effected through a "prearranged" Chapter 11 plan (the "**Plan**"), pursuant to which, among other things, the Debtors consensually allowed the claim of Bank of New York in the amount of \$60,248,713.28 (the "**Allowed Claim**"). The Plan was confirmed on

September 3, 2009, after being unanimously supported by the Second Lien Lenders. The Plan is not yet effective.

5. Contemporaneously with the making of this claim against the Guarantor, Bank of New York submitted proofs of claim against the Borrower and each of the Other Guarantors in respect of the Base Claim and the Debt (defined below) owed to the Second Lien Lenders.

6. To the extent that the Plan does not become effective, and/or any of the Allowed Claim is subsequently disallowed, Bank of New York hereby makes this claim against the Guarantor for the full amount of the Base Claim, plus (a) prepayment premiums pursuant to Section 2.13(b) and Section 2.18(c) of the Second Lien Credit and Guaranty Agreement, (b) unpaid prepetition and postpetition costs and expenses including, without limitation, the fees and expenses of attorneys and other advisors, of the Administrative Agent and each Second Lien Lender pursuant to Section 10.2 and other relevant sections of the Second Lien Credit and Guaranty Agreement, the Notes and the other Credit Documents, (c) indemnification pursuant to Section 10.3 and other relevant sections of the Second Lien Credit and Guaranty Agreement, the Notes and the other Credit Documents, in respect of any avoidance actions and other challenges that may be commenced in respect of the obligations under the Second Lien Credit and Guaranty Agreement, and (d) all other obligations owing under the Second Lien Credit and Guaranty Agreement, the Notes and the other Credit Documents and at law and in equity (collectively, the "**Debt**"). Further the Claimant reserves the right to amend or otherwise supplement this proof of claim to seek, to the extent permitted by the Bankruptcy Code, (i) postpetition interest from the Filing Date through the date of repayment pursuant to Section 2.8 and other relevant sections of the Second Lien Credit and Guaranty Agreement, as well as relevant sections of the Notes and the other Credit Documents and (ii) postpetition interest from the Filing Date through the date of

repayment at the default rate under the Second Lien Credit and Guaranty Agreement pursuant to Section 2.10 and other relevant sections of the Second Lien Credit and Guaranty Agreement, as well as relevant sections of the Notes and the other Credit Documents

7. This proof of claim form and the underlying Debt are based upon the following:

a. On or about May 14, 2007, the Borrower, Guarantors, the Second Lien Lenders and the Administrative Agent entered into a \$58,000,000 second lien term loan credit and guaranty agreement (the "**Second Lien Credit and Guaranty Agreement**") and Credit Documents. On July 12, 2009, the Parties entered into a second lien amendment, restatement and waiver (the "**Second Lien Amendment, Restatement and Waiver**"), whereby the Second Lien Credit and Guaranty Agreement was amended and restated.

b. Pursuant to the Credit Documents, the Debt is secured by a valid and perfected lien, in favor of the Collateral Agent for the benefit of the Secured Parties, on each Grantor's right, title and interest in, to and under all personal property then owned or after-acquired or arising, including, but not limited to, any and all Accounts, Chattel Paper, Documents, General Intangibles, Goods, Instruments, Insurance, Intellectual Property, Investment Related Property, Letter of Credit Rights, Money, Receivables and Receivable Records, Commercial Tort Claims, to the extent not otherwise included in the foregoing, all Collateral Records, Collateral Support and Supporting Obligations relating to any of the foregoing, and to the extent not otherwise included in the foregoing, all Proceeds, products, accessions, rents and profits of or in respect of any of the foregoing.

c. Pursuant to Section 2.13(b) of the Second Lien Credit and Guaranty Agreement, the Guarantor is jointly and severally liable for the Borrower's Obligations, including the

obligation to pay a prepayment premium, together with interest accruing thereon, that varies in amount depending on the date of payment or acceleration of the Debt.

d. Pursuant to the Credit Documents, the Debtors have agreed to indemnify the Second Lien Lenders and the Agents for Indemnified Liabilities (as defined in the Second Lien Credit and Guaranty Agreement), including (i) any and all liabilities that may be imposed on, incurred by or asserted against the Second Lien Lenders and/or the Agents relating to or arising out of the Credit Documents or transactions contemplated thereby (include reasonable costs, fees and disbursements, based on any laws, rules or regulations); (ii) statements contained in the commitment letter delivered by any Second Lien Lender to the Borrower with respect to the transactions contemplated by the Second Lien Credit and Guaranty Agreement; (iii) any Environmental Claim or Hazardous Materials Activity, each as defined in the Second Lien Credit and Guaranty Agreement, relating to or arising from any activity, operation, land ownership or practice of the Borrower or any of its subsidiaries or (iv) any subordination agreement executed pursuant to Section 6.2(z) of the Second Lien Credit and Guaranty Agreement; provided, however, that the indemnity is limited with respect to any liabilities arising from gross negligence, bad faith or willful misconduct as determined by a final judgment of a court of competent jurisdiction and for any Tax on the overall net income of such indemnified party, the foregoing as provided under the Second Lien Credit and Guaranty Agreement.

8. To the extent any portion of the Debt gives rise to an administrative expense claim, this proof of claim is without prejudice to such claim and the Claimant reserves all rights with respect thereto.

9. The instruments, agreements and other documents (for instance, the Credit Documents) evidencing the Debt, security interests and liens or the perfection of such liens or security interests, are not being filed with this proof of claim. However, such documents will be provided upon reasonable request by a party-in-interest.

10. No judgment has been rendered on the claims set forth herein.

11. The amount of all pre-petition payments made prior to the Filing Date in accordance with the Second Lien Credit and Guaranty Agreement has been credited and deducted for purposes of this proof of claim.

12. This claim is not subject to setoff or counterclaim.

13. This is a secured claim to the extent of the value of any collateral that the Claimant may look to for the Debt and an unsecured claim to the extent, if any, of any insufficiency in value of the collateral to secure the Debt. The Claimant reserves all rights with respect to its collateral.

14. This proof of secured claim is not a demand for payment or acceleration of the time for payment and is filed under compulsion of that certain bar date order entered by the Court dated August 17, 2009. In executing and filing this proof of claim, the Administrative Agent does not submit any Second Lien Lender to the jurisdiction of this Court nor does it submit itself to the jurisdiction of this Court for any purpose other than with respect to this claim.

15. In executing and filing this proof of claim, the Administrative Agent does not waive (i) any of the Administrative Agent's or the Second Lien Lenders' rights and remedies against any other person or entity who may be liable for all or part of the claims set forth herein, whether an affiliate of the Debtors, an assignee, guarantor or otherwise, (ii) any obligations owed to the Second Lien Lenders, or any right to any security that may be determined to be held by the

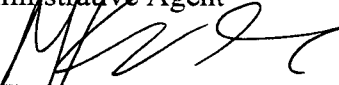
Administrative Agent or by any Second Lien Lender for the respective benefit of the Claimant or any of the Second Lien Lenders, (iii) any past, present or future defaults (or events of default) by the Debtors in connection with the Credit Documents, the Final Order Pursuant to Sections 361, 362, 363 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, entered on August 16, 2009 (the "**Final DIP Order**"), including any orders or agreements in substitution or in replacement of such Final DIP Order, or otherwise, or (iv) any right to seek to withdraw the reference or obtain a jury trial with respect to the subject matter of this claim or any objection, counterclaim or other proceeding commenced with respect thereto. The filing of this proof of claim is not an election of remedies.

16. The Claimant expressly reserves its right to amend or supplement this proof of claim in any respect at any time.

17. All notices with respect to this proof of claim should be sent to the Administrative Agent at the address set forth in paragraph 1 hereof, with copies to: (i) Bracewell & Giuliani LLP, 1177 Avenue of the Americas, New York, NY 10005, Attention: Robb Tretter, Esq. (robb.tretter@bgllp.com) and Jennifer Feldsher, Esq. (jennifer.feldsher@bgllp.com); and (iii) such other persons at such other addresses as the Administrative Agent may designate.

Dated: Wilmington, Delaware
September 9, 2009

The Bank of New York Mellon, as
Administrative Agent

By: 
Name: Melinda Valentine
Title: Vice President

PENALTY FOR PRESENTING FRAUDULENT CLAIMS -- FINE OF UP TO \$500,000 OR
IMPRISONMENT OF UP TO FIVE YEARS OR BOTH -- TITLE 18, U.S.C. §§ 152 AND 3571