

## **Exhibit A**

**Essential Trade Agreement**

**J.L. FRENCH AUTOMOTIVE CASTINGS, INC.**

\_\_\_\_\_, 2009  
TO: [Essential Trade Creditor]  
[Name]  
[Address]

Dear Valued Supplier:

As you are probably aware, J.L. French Automotive Castings, Inc. and certain subsidiaries or affiliates (collectively, the "Company" or the "Debtors") filed voluntary petitions for relief under chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Case" and the "Bankruptcy Court," respectively) on June \_\_, 2009 (the "Petition Date"). The Company requested the Bankruptcy Court's authority to pay certain suppliers, in part, in recognition of the importance of its relationship with such suppliers and its desire that the Bankruptcy Case have as little effect on certain suppliers as possible. On \_\_\_\_\_, 2009, the Bankruptcy Court entered an order (the "Order") authorizing the Company, under certain conditions, to pay a portion of the prepetition claims of certain trade creditors (the "Essential Trade Creditors") that agree to the terms set forth below and to be bound by the terms of the Order. A copy of the Order is enclosed.

In order for the Company to pay, in its sole discretion, all or a portion of an Essential Trade Creditor's prepetition claim, each selected Essential Trade Creditor must agree to continue to supply goods to the Company on terms agreed to by the Company in the reasonable exercise of its business judgment (the "Required Trade Terms").

For purposes of administration of this program (the "Essential Trade Creditor Program") as authorized by the Bankruptcy Court, the Company and you agree (the "Agreement") as follows:

(i) **The estimated balance of the prepetition trade claim (net of any setoffs, credits or discounts) (the "Trade Claim") that the Company will provisionally pay you is \$ \_\_\_\_\_.**

(ii) **You will provide open credit terms as follows (if more space is required, attach continuation pages)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

(iii) **The open trade balance or credit line that you will extend to the Company for shipment of postpetition goods is \$ \_\_\_\_\_.**

(iv) **You agree that you shall not require a lump sum payment upon confirmation of a plan of reorganization in these chapter 11 cases on account of any administrative expense priority claim that you may assert, but instead agree that such claims will be paid in the ordinary course of business after confirmation of a plan of reorganization under the Required Trade Terms, if the plan of reorganization provides for the ongoing operations of the Company.**

**(v) You will hereafter extend to the Company the Required Trade Terms (as defined in the Order).**

Payment of your Trade Claim in the manner set forth in the Order may only occur upon execution of this letter by a duly authorized representative of your company and the return of this letter to the Company. Your execution of this letter agreement and return of the same to the Company constitutes an agreement by you and the Company:

1. To the Required Trade Terms and, subject to the reservations contained in the Order, to the amount of the Trade Claim set forth above;
2. That during the pendency of the Bankruptcy Case, you will continue to supply the Company with goods pursuant to the Required Trade Terms and that the Company will pay for such goods in accordance with Required Trade Terms; that you have reviewed the terms and provisions of the Order and that you consent to be bound by such terms;
3. That you will not separately seek payment for reclamation and similar claims unless your participation in the Essential Trade Creditor Program authorized by the Order is terminated; in consideration for the payment described herein, you agree not to file or otherwise assert against any and all of the Debtors, their estates or any other person or entity or any of their respective assets or property (real or personal) any lien (regardless of the statute or other legal authority upon which such lien is asserted) related in any way to any remaining prepetition amounts allegedly owed to you by the Debtors arising from agreements entered into prior to the Petition Date. Furthermore, if you have taken steps to file or assert such a lien prior to entering into this letter agreement, you agree to take all necessary steps to remove such lien as soon as possible;
4. That you will not contest the assumption of any purchase order issued by the Company to you on the grounds that such purchase order is not an executory contract or any other grounds; and
5. That your Trade Claim shall not, and does not, include any component for attorney's fees or expenses and that your acceptance of the Trade Claim shall constitute a waiver of any and all of your claims to attorneys' fees and expenses that you may have incurred in connection with your prepetition trade claims.
6. That if either the Essential Trade Creditor Program or your participation therein terminates as provided in the Order, or you later refuse to continue to supply goods to the Debtors on the Required Trade Terms during the pendency of the Debtors' chapter 11 cases, any payments received by you on account of your Trade Claim will be deemed an unauthorized postpetition transfer under section 549 of the Bankruptcy Code and that you will (a) repay to the Company any such payments or (b) at the Company's option, apply any such payments to then outstanding postpetition obligations owed to you and that you will immediately repay to the Company any such payments to the extent that the aggregate amount of such payments exceed the postpetition obligations then outstanding without the right of any setoffs, claims, provision for payment of reclamation or trust fund claims, or otherwise.

The Company and you also hereby agree that any dispute with respect to this letter agreement, the Order and/or your participation in the Essential Trade Creditor Program shall be determined by the Bankruptcy Court.

If you have any questions about this Agreement or our financial restructuring, do not hesitate to call \_\_\_\_\_ at \_\_\_\_\_.

Sincerely,

J.L. FRENCH AUTOMOTIVE CASTINGS, INC.

By: \_\_\_\_\_

Its: \_\_\_\_\_

Agreed and Accepted by:

[Name of Essential Trade Creditor]

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_, 2009