

IN THE UNITED STATES BANKRUPTCY
COURT FOR THE DISTRICT OF DELAWARE

In re:)	Chapter 11
)	
J.L. FRENCH AUTOMOTIVE CASTINGS,)	Case No. 09-12445 ()
INC., ¹)	(Jointly Administered)
)	
Debtors.)	

**ORDER AUTHORIZING, BUT NOT REQUIRING, THE DEBTORS TO PAY IN THE
ORDINARY COURSE OF BUSINESS THE PREPETITION CLAIMS OF ESSENTIAL
TRADE CREDITORS**

Upon the motion (the “Motion”) of the above-captioned debtors and debtors in possession (the “Debtors”) for entry of an order authorizing, but not requiring, the Debtors to pay in the ordinary course of business the prepetition claims of Essential Trade Creditors² pursuant to the terms and conditions set forth in the Motion, and it appearing that jurisdiction is proper pursuant to 28 U.S.C. §§ 157 and 1334 as is venue pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and it appearing that the relief requested is in the best interests of the Debtors’ estates, their creditors, and other parties-in-interest; and it appearing that such relief is necessary to avoid immediate and irreparable harm meaning that the requirements of Rule 6003 of the Federal Rules of Bankruptcy Procedure have been satisfied; and it appearing that proper and adequate notice of the Motion

¹ The Debtors in these cases along with the last four digits of each of the Debtors’ federal tax identification numbers are: J.L. French Automotive Castings, Inc., (3670); French Holdings LLC, (0518); Nelson Metal Products LLC (4939); Allotech International LLC (5832); J.L. French LLC (8901); J.L. French Automotive, LLC (7075); Central Die, LLC (7793). The Debtors’ headquarters and mailing address is: 3101 South Taylor Drive, Sheboygan, WI 53082.

² Capitalized terms otherwise defined herein shall have the meaning given them in the Motion.

has been given and that no other or further notice is necessary; and after due deliberation thereon; and good and sufficient cause appearing therefor; it is hereby:³

ORDERED, that the Motion is GRANTED; and it is further

ORDERED that the Debtors are authorized, but not directed, to pay Essential Trade Creditor Claims as the Debtors deem necessary; provided, however, that the aggregate sum of payments made pursuant to this Order shall not exceed \$5.5 million (the “Essential Supplier Cap”), without prejudice to the Debtors’ right to seek authority from this Court to pay additional Essential Trade Creditors Claims that may exceed the Essential Supplier Cap; and it is further

ORDERED that the Debtors are authorized to undertake appropriate efforts to cause Essential Trade Creditors to enter into an agreement with the Debtors pursuant to the terms set forth in the Motion and Exhibit A and Exhibit B to the Motion; this Order is intended to authorize, but shall not require the Debtors to enter into an agreement with an Essential Trade Creditor (a “Essential Trade Agreement”) only when the Debtors determine, in the exercise of their reasonable business judgment, that it is appropriate to do so; and it is further

ORDERED that the Debtors are authorized to make payments on account of Essential Trade Creditor Claims in the absence of an Essential Trade Agreement after the Debtors have undertaken diligent efforts to cause the Essential Trade Creditor holding such Essential Trade Creditor Claim to execute an Essential Trade Agreement and to agree to the Required Trade Terms and if the Debtors determine in their business judgment that failure to pay the Essential Trade Creditor Claim, at least in part, is likely to result in irreparable harm to the

³ As used herein, a “Trade Claim” is the claim (as such term is defined in section 101(5) of title 11 of the United States Code as amended from time to time (the “Bankruptcy Code”)) against the Debtors for goods or services provided to the Debtors before the petition date. As used herein, the term “Essential Trade Creditor” refers to an entity that - is not an indirect or direct subsidiary of the Debtors, and is the holder of a Trade Claim.

Debtors' business operations; the Debtors shall also have the right to negotiate new and better trade terms from any prepetition trade terms with any Essential Trade Creditor as a condition to payment of any Essential Trade Creditor Claim, in the reasonable exercise of their business judgment as a condition to payment of any Essential Trade Creditor Claim; and it is further

ORDERED that, as a further condition of receiving payment on account of Essential Trade Creditor Claims, an Essential Trade Creditor must agree (a) to take whatever action is necessary to remove, at its sole cost and expense, any Trade Lien that may have been filed by such Essential Trade Creditor and (b) not to contest the assumption of any purchase order issued by the Debtors to such Essential Trade Creditor on the grounds that such purchase order is not an executory contract or any other grounds;

ORDERED that, if an Essential Trade Creditor refuses to supply goods and/or services to the Debtors on the Required Trade Terms following receipt of payment on its Essential Trade Creditor Claim, or fails to comply with any Essential Trade Agreement entered into between such Essential Trade Creditor and the Debtors, then any payments made to such Essential Trade Creditor on account of its Essential Trade Creditor Claim shall be deemed an unauthorized postpetition transfer under section 549 of the Bankruptcy Code and the Debtors shall be authorized, without further order of the Court, to (a) recover such payments from the Essential Trade Creditor in cash or goods or (b) at the Debtors' option, declare such payments to have been in payment of then-outstanding postpetition claims of such vendor and require that the Essential Trade Creditor immediately repay to the Debtors any such payments to the extent that the aggregate amount of such payments exceed the postpetition obligations then outstanding without giving effect to any rights of setoff, claims, provision for payment of reclamation or trust fund claims, or otherwise; and it is further

ORDERED that all applicable banks and other financial institutions hereby are authorized to honor all other checks or wires issued for payments approved hereunder. The Debtors are authorized to reissue checks or wire transfers for prepetition payments approved by this Court hereunder where the applicable checks or wire transfers have been dishonored postpetition, provided that, prior to the reissuance of any such check, the Debtors have delivered a stop payment request to the bank on which any such check was drawn; and it is further

ORDERED that notwithstanding anything to the contrary contained herein, any payment to be made, or authorization contained, hereunder shall be subject to the requirements imposed on the Debtors under any approved debtor-in-possession financing facility, or any order regarding the use of cash collateral; and it is further

ORDERED that notwithstanding the relief granted herein and any actions taken pursuant hereto, nothing herein shall be deemed: (i) an admission as to the validity of any claim against the Debtors; (ii) a waiver of the Debtors' right to dispute any claim on any grounds; (iii) a promise or requirement to pay any claim; (iv) an implication or admission that any particular claim is of a type specified or defined hereunder; (v) a request or authorization to assume any agreement, contract or lease pursuant to section 365 of the Bankruptcy Code; or (vi) a waiver of the Debtors' rights under the Bankruptcy Code or any other applicable law; and it is further

ORDERED that notwithstanding the relief granted herein and any actions taken pursuant hereto, nothing herein shall create, nor is intended to create, any rights in favor of, or enhance the status of, any claim held by any person. Further, nothing in this Order shall be deemed either a grant of administrative expense priority status to, or authority to pay, any amounts that are disputed by the Debtors; and it is further

ORDERED that the Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion; and it is further

ORDERED that the requirements set forth in Bankruptcy Rule 6003(b) are satisfied by the contents of the Motion; and it is further

ORDERED that notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice; and it is further

ORDERED that notwithstanding the possible applicability of Bankruptcy Rules 6004, 7062, or 9014, or otherwise, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry; and it is further

ORDERED that all time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a); and it is further

ORDERED that the Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated: _____, 2009

United States Bankruptcy Judge