

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

In re:	) Chapter 11
	)
J.L. FRENCH AUTOMOTIVE CASTINGS,	) Case No. 09-12445 (KG)
INC., <sup>1</sup>	) (Jointly Administered)
	)
Debtors.	)
	)
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**THE DEBTORS' FIRST AMENDED JOINT PLAN OF REORGANIZATION  
UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

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Dated: August 17, 2009

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<sup>1</sup> 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.

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**THE DEBTORS' FIRST AMENDED JOINT PLAN OF REORGANIZATION  
UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

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Pursuant to title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.*, the Debtors and Debtors-in-Possession in the above-captioned Chapter 11 Cases propose the following joint plan of reorganization under chapter 11 of the Bankruptcy Code:

**ARTICLE I.**

**DEFINED TERMS, RULES OF INTERPRETATION,  
COMPUTATION OF TIME AND GOVERNING LAW**

**A. *Rules of Interpretation, Computation of Time and Governing Law***

1. For purposes of this Plan and all Plan Documents: (a) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, feminine and the neuter gender; (b) any reference herein to a contract, instrument, release, indenture or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions; (c) any reference herein to an existing document or exhibit having been Filed or to be Filed shall mean that document or exhibit, as it may thereafter be amended, modified or supplemented; (d) unless otherwise specified, all references herein to "Articles" are references to Articles of this Plan; (e) the words "herein," "hereof" and "hereto" refer to the Plan in its entirety rather than to a particular portion of the Plan; (f) captions and headings in Articles are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation hereof; (g) the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; and (h) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be.

2. The provisions of Fed.R.Bankr.P. 9006(a) shall apply in computing any period of time prescribed or allowed hereby.

3. In the event of an inconsistency, the provisions of the Plan shall control over the contents of the Disclosure Statement. In the event of any conflict between the terms and provisions of this Plan and the terms and provisions in the Stockholders Agreement, the Class 4 Series A Warrants, the Class 4 Series B Warrants, the Class 4 Series C Warrants, the CapitalSource Exit Credit Documents, and the DIP Facility Exit Credit Documents, the terms and provisions of the Stockholders Agreement, the Class 4 Series A Warrants, the Class 4 Series B Warrants, the Class 4 Series C Warrants, the CapitalSource Exit Credit Documents, and the DIP Facility Exit Credit Documents, shall control and govern. The provisions of the Confirmation Order shall control over the contents of the Plan and all Plan Documents.

4. All exhibits to the Plan included in the Plan Supplement or Disclosure Statement are incorporated into the Plan and shall be deemed to be included in the Plan, regardless of when they are filed.

5. This Plan is the product of extensive discussions and negotiations between and among, inter alia, the Debtors, the First Lien Term Agent, the First Lien Revolver Agent, the Second Lien Term Agent, Morgan Stanley, most of the automotive manufacturers that are the Debtors' principal customers and certain other creditors and constituencies. Each of the foregoing was represented by counsel who either (a) participated in the formulation and documentation of or (b) was afforded the opportunity to review and provide comments on the Plan and the documents ancillary thereto. Accordingly, unless explicitly indicated otherwise, the general rule of contract construction known as "*contra proferentum*" shall not apply to the construction or interpretation of any provision of this Plan, any of the Plan Documents, or any contract, instrument, release, indenture, or other agreement or document generated in connection herewith.

B. *Proponents of Plan*

The Debtors are proposing the Plan. Article III contains the classification and treatment of Claims against and Equity Interests in the Debtors.

C. *Substantive Consolidation*

The Plan is premised upon substantively consolidating certain of the Debtors as set forth herein for the limited purposes of confirming and consummating the Plan, including but not limited to voting, confirmation and distribution.

The Debtors believe that the limited substantive consolidation is legally justified, is in the best interest of the Debtors' estates and will promote a more expeditious and streamlined distribution and recovery process for all creditors. The proposed substantive consolidation will not affect any liens or other security interests held by any prepetition secured creditors.

The Plan shall serve as a motion seeking approval of the substantive consolidation provided herein. Unless an objection to substantive consolidation is made in writing by any Creditor on or before the Plan Objection Deadline, the Substantive Consolidation Order may be entered by the Bankruptcy Court (which order may be the Confirmation Order). In the event any such objections are timely Filed, a hearing with respect thereto shall be scheduled by the Bankruptcy Court, which hearing may, but need not, coincide with the Confirmation Hearing.

D. *Defined Terms*

Unless the context otherwise requires, the following terms shall have the following meanings when used in capitalized form herein or in the Disclosure Statement:

1. *"Accrued Professional Compensation"* means, at any given moment, all accrued and/or unpaid fees and expenses (including, but not limited to, success fees and Allowed Professional Compensation) for legal, financial advisory, accounting and other services and reimbursement of expenses that are awardable and allowable under sections 328, 330(a) or 331 of the Bankruptcy Code or otherwise rendered prior to the Confirmation Date by all Retained Professionals in the Chapter 11 Cases that the Bankruptcy Court has not denied by a Final Order, to the extent that any such fees and expenses have not been previously paid regardless of whether a fee application has been filed for any such amount. To the extent that the Bankruptcy Court or any higher court denies by a Final Order any amount of a Retained Professional's fees or expenses, then those amounts shall no longer be Accrued Professional Compensation.

2. *"Administrative Claim"* means a Claim for costs and expenses of administration under sections 503(b), 507(b) or 1114(e)(2) of the Bankruptcy Code, including, but not limited to: (a) the actual and necessary costs and expenses incurred after the Petition Date of preserving the Estates and operating the businesses of the Debtors (such as wages, salaries or commissions for services and payments for goods and other services and leased premises); (b) Allowed Professional Compensation; (c) First Lien Professional Fees and First Lien Agents' Fees; (d) all fees and charges assessed against the Estates under chapter 123 of title 28 United States Code, 28 U.S.C. §§ 1911 1930; (e) all requests for compensation or expense reimbursements for making a substantial contribution in the Chapter 11 Cases pursuant to sections 503(b)(3), (4), and (5) of the Bankruptcy Code and (f) the Second Lien Agents' Fees (including the Second Lien Professional Fees up to an aggregate amount not to exceed the Second Lien Fee Cap).

3. *"Adverse or Disproportionate Effect or Modification"* has the meaning set forth in Article XII.A. hereof.

4. *"Affiliate"* has the meaning set forth at section 101(2) of the Bankruptcy Code.

5. *"Allowed Professional Compensation"* means all Accrued Professional Compensation allowed or awarded by a Final Order of the Bankruptcy Court or any other court of competent jurisdiction.

6. *"Allowed ... Claim"* means an Allowed Claim in the particular Class described.

7. “*Allowed*” means, with respect to any Claim or Equity Interest, except as otherwise provided herein: (a) a Claim or Equity Interest that has been scheduled by the Debtors in their schedules of liabilities as other than disputed, contingent or unliquidated and as to which Debtors or other party in interest has not Filed an objection by the Claims Objection Bar Date; (b) a Claim or Equity Interest that either is not a Disputed Claim or Disputed Equity Interest or has been allowed by a Final Order; (c) a Claim or Equity Interest that is allowed: (i) in any stipulation of amount and nature of Claim executed prior to the Confirmation Date and approved by the Bankruptcy Court; (ii) in any stipulation with Debtors or Reorganized Debtors of amount and nature of Claim or Equity Interest executed on or after the Confirmation Date; (iii) in or pursuant to any contract, instrument, indenture or other agreement entered into or assumed in connection herewith; or (iv) pursuant to the terms hereof; (d) a Claim or Equity Interest relating to a rejected executory contract or unexpired lease that either (i) is not a Disputed Claim or Equity Interest or (ii) has been allowed by a Final Order, in either case only if a proof of Claim or Equity Interest has been Filed by the applicable bar date or has otherwise been deemed timely Filed under applicable law; or (e) a Disputed Claim as to which a proof of claim has been timely filed and as to which no objection has been filed by the Claims Objection Bar Date.

8. “*Ballots*” mean the ballots accompanying the Disclosure Statement upon which Holders of Impaired Claims entitled to vote shall indicate their acceptance or rejection of the Plan in accordance with the Plan and the Voting Instructions.

9. “*Bankruptcy Code*” means title I of the Bankruptcy Reform Act of 1978, as amended from time to time, as set forth in sections 101 et seq. of title 11 of the United States Code, and applicable portions of titles 18 and 28 of the United States Code.

10. “*Bankruptcy Court*” means the United States District Court for the District of Delaware, having jurisdiction over the Chapter 11 Cases and, to the extent of any reference made pursuant to section 157 of title 28 of the United States Code and/or the General Order of the District Court pursuant to section 151 of title 28 of the United States Code, the United States Bankruptcy Court for the District of Delaware.

11. “*Bankruptcy Rules*” means the Federal Rules of Bankruptcy Procedure, as amended from time to time, as applicable to the Chapter 11 Cases, promulgated under 28 U.S.C. § 2075 and the General, Local and Chambers Rules of the Bankruptcy Court.

12. “*Business Day*” means any day, other than a Saturday, Sunday or “legal holiday” (as defined in Fed.R.Bankr.P. 9006(a)).

13. “*CapitalSource Exit Credit Documents*” means the CapitalSource Exit Secured Note, the credit agreement, pledge and security agreement, guarantees and other agreements and documents that collectively set forth the terms of, guaranties of and security for the CapitalSource Exit Secured Note and the collateral securing same. The principal CapitalSource Exit Credit Documents shall be in substantially the form included in the Plan Supplement, and to the extent not included in the Plan Supplement, shall be substantially the same as the corresponding First Lien Documents as in effect on the Petition Date.

14. “*CapitalSource Exit Secured Note*” means the secured grid promissory note delivered to CapitalSource Finance LLC in full satisfaction of the Class 3 Claims of the First Lien Revolver Lender, which shall be substantially in the form attached to the Plan Supplement.

15. “*Cash*” means legal tender of the United States of America or the equivalent thereof, including bank deposits, checks, or equivalents of Cash in the form of readily marketable securities or instruments issued by a Person or Entity, including, without limitation, readily marketable direct obligations of, or obligations guaranteed by, the United States of America, commercial paper of domestic corporations carrying a Moody’s rating of “A” or better, or equivalent rating of any other nationally recognized rating service, or interest bearing certificates of deposit or other similar obligations of domestic banks or other financial institutions having a shareholders’ equity or capital of not less than one hundred million dollars (\$100,000,000) having maturities of not more than one (1) year, at the then best generally available rates of interest for like amounts and like periods.

16. “*Causes of Action*” means all claims, actions, causes of action, choses in action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements,

promises, variances, trespasses, damages, judgments, remedies, rights of set-off, third-party claims, subrogation claims, contribution claims, reimbursement claims, indemnity claims, counterclaims, and crossclaims (including, but not limited to, all avoidance, recovery, subordination or other actions or remedies that may be brought on behalf of the Debtors or their estates under sections 510, 542, 543, 544, 545, 547, 548, 549, 550, 551, 552 and 553 of the Bankruptcy Code) of any of the Debtors, the Debtors-in-Possession, and/or the Estates (including, but not limited to, those actions set forth in the Plan Supplement) that are or may be pending on the Effective Date or may be instituted by the applicable Debtors prior to the Effective Date or by the applicable Reorganized Debtor(s) after the Effective Date against any Person or Entity, based in law or equity, including, but not limited to, under the Bankruptcy Code, whether direct, indirect, derivative, or otherwise and whether asserted or unasserted as of the date of entry of the Confirmation Order.

17. “*Chapter 11 Cases*” means cases commenced when the Debtors each filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code on the Petition Date, with the following case numbers: 09-12445(KG); 09-12446(KG), 09-12447(KG), 09-12448(KG), 09-12449(KG), 09-12450(KG), 09-12451(KG) administered under case number 09-12445(KG).

18. “*Claim*” means a “claim” (as defined in section 101(a)(5) of the Bankruptcy Code) against a Debtor, including, but limited to: (a) any right to payment from a Debtor whether or not any such right is reduced to judgment, liquidated, unliquidated, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured; or (b) any right to an equitable remedy for breach of performance if such performance gives rise to a right of payment from a Debtor, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.

19. “*Claims Objection Bar Date*” means the bar date for objecting to proofs of claim, which date shall be set by order of the Bankruptcy Court, provided that the Debtors and/or the Reorganized Debtors may seek additional extensions of this date from the Bankruptcy Court.

20. “*Class 4 Series A Warrants*” means the warrants to acquire the Class 4 Series A Warrants Shares that are exercisable at the Series A Warrants Strike Price, which warrants shall have an exercise period commencing on the Effective Date and expiring on the fifth anniversary thereof; provided further, that, in the event that any change of control transaction involving the Reorganized Debtors is consummated (x) prior to the expiration date of the Class 4 Series A Warrants, and (y) at a valuation that equates, on a per share of common stock of Reorganized J.L. French Automotive Castings, Inc. basis, to less than the exercise price of the Class 4 Series A Warrants (on a per warrant basis), the holders of Class 4 Series A Warrants will be entitled to a cash payment upon the consummation of such change-in-control transaction in an amount equal to a “Black-Scholes” valuation of such Class 4 Series A Warrants, as calculated pursuant to the terms of such Class 4 Series A Warrants.

21. “*Class 4 Series B Warrants*” means the warrants to acquire the Class 4 Series B Warrants Shares that are exercisable at the Series B Warrants Strike Price, which warrants shall have an exercise period commencing on the Effective Date and expiring on the fifth anniversary thereof; provided further, that, in the event that any change of control transaction involving the Reorganized Debtors is consummated (x) prior to the expiration date of the Class 4 Series B Warrants, and (y) at a valuation that equates, on a per share of common stock of Reorganized J.L. French Automotive Castings, Inc. basis, to less than the exercise price of the Class 4 Series B Warrants (on a per warrant basis), the holders of Class 4 Series B Warrants will be entitled to a cash payment upon the consummation of such change-in-control transaction in an amount equal to a “Black-Scholes” valuation of such Class 4 Series B Warrants, as calculated pursuant to the terms of such Class 4 Series B Warrants.

22. “*Class 4 Series C Warrants*” means the warrants to acquire the Class 4 Series C Warrants Shares that are exercisable at the Series C Warrants Strike Price, which warrants shall have an exercise period commencing on the Effective Date and expiring on the fifth anniversary thereof.

23. “*Class 4 Series A Warrants Shares*” means the number of shares of New Common Stock equal to 5% of the number of Distribution Shares.

24. “*Class 4 Series B Warrants Shares*” means the number of shares of New Common Stock equal to 5% of the number of Distribution Shares.

25. “*Class 4 Series C Warrants Shares*” means the number of shares of New Common Stock equal to 5% of the number of Distribution Shares.

26. “*Class 4 Warrants*” means the Class 4 Series A Warrants, Class 4 Series B Warrants and Class 4 Series C Warrants.

27. “*Class 5 Recovery*” means \$120,000 in Cash to be set aside by the Debtors for the payment of the aggregate of Allowed Class 5 Claims.

28. “*Class*” means a category of Holders of Claims or Equity Interests as set forth in Article III pursuant to section 1122(a) of the Bankruptcy Code.

29. “*Committee Professionals*” means the professionals engaged by the Committee at the expense of the Estates pursuant to order of the Bankruptcy Court.

30. “*Committee*” means the official committee of unsecured creditors, if appointed by the U.S. Trustee, comprising the Committee Members.

31. “*Committee Members*” means the members of the Committee.

32. “*Common Equity Interest*” means any common Equity Interest in a Debtor that existed immediately prior to the Petition Date, including, but not limited to, all issued, unissued, authorized or outstanding shares of common stock, together with any warrants, options or legal, contractual or equitable rights to purchase or acquire such interests at any time.

33. “*Confirmation Date*” means the date upon which the Confirmation Order is entered by the Bankruptcy Court in its docket, within the meaning of Fed.R.Bankr.P. 5003 and 9021.

34. “*Confirmation Hearing*” means the hearing at which the Bankruptcy Court considers whether to confirm the Plan pursuant to section 1129 of the Bankruptcy Code.

35. “*Confirmation Order*” means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code that shall be in form and substance satisfactory to the Debtors and the Requisite Supporting First Lien Lenders.

36. “*Confirmation*” means the entry of the Confirmation Order, subject to all conditions specified in Article IX.A having been: (a) satisfied; or (b) waived pursuant to Article IX.C.

37. “*Consent Agreement*” means the prepetition Restructuring Lock-Up Agreement By and Among J.L. French Automotive Castings, Inc. the JLF Subsidiaries, the Supporting Lenders and the Additional Supporting Creditors, entered into among the Debtors, the First Loan Term Lenders, Second Lien Lenders and certain other creditors of the Debtors, a copy of which was filed in the docket of the Chapter 11 Cases on July 15, 2009, as docket no. 103.

38. “*Consummation*” means the occurrence of the Effective Date.

39. “*Creditor*” means any Holder of a Claim.

40. “*Debtor*” means one of the Debtors, in its individual capacity as a debtor in these Chapter 11 Cases.

41. “*Debtor-in-Possession*” means one of the Debtors-in-Possession, in its individual capacity, as debtor-in-possession in these Chapter 11 Cases.

42. “*Debtor Release*” means the release of the Debtor Releasees set forth in Article X.B.

43. “*Debtor Releasees*” means, collectively, the Debtors, the Reorganized Debtors and the Third Party Releasees, and each of their respective current and former members, officers, directors, agents, financial advisors,



attorneys, employees, partners, Affiliates and representatives, to the extent that none are included in the definition of Non-Released Parties.

44. “*Debtors*” means, collectively, J.L. French Automotive Castings, Inc., Nelson Metal Products LLC, Allotech International LLC, J.L. French Automotive, LLC, French Holdings LLC, J.L. French LLC and Central Die, LLC.

45. “*Debtors-in-Possession*” means, collectively, the Debtors, as debtors-in-possession in these Chapter 11 Cases.

46. “*DIP Agent*” means Wilmington Trust FSB, in its capacity as agent for the DIP Lenders, and any successor agent therefore appointed pursuant to the DIP Loan Credit Agreement.

47. “*DIP Collateral Documents*” means the DIP Pledge and Security Agreement and all similar agreements entered into guaranteeing payment of, or granting a lien upon property as security for payment of, the obligations of the Debtors under the DIP Facility.

48. “*DIP Collateral*” means the property covered by the DIP Collateral Documents and any other property, real or personal, tangible or intangible, now existing or hereafter acquired, that may at any time be or become subject to a security interest or lien in favor of DIP Agent, on behalf of itself and DIP Lenders, to secure the obligations of the Debtors under the DIP Facility.

49. “*DIP Facility*” means that certain \$15 million debtor-in-possession credit facility entered into pursuant to the DIP Loan Credit Agreement and approved by the Bankruptcy Court pursuant to the Final DIP Order.

50. “*DIP Facility Claims*” means all actual and contingent obligations, indebtedness and obligations under the DIP Facility as of the Effective Date, including (x) all “Obligations” as defined in the DIP Loan Credit Agreement (including all actual and contingent indemnification and expense reimbursement obligations) and (y) all unfunded commitments under the DIP Facility.

51. “*DIP Facility Exit Credit Documents*” means the DIP Facility Exit Secured Note, the credit agreement, pledge and security agreement, guarantees and other agreements and documents that collectively set forth the terms of the DIP Facility Claims as assumed by the Reorganized Debtors and the collateral securing same.

52. “*DIP Facility Exit Secured Note*” means the secured promissory note, delivered by the Reorganized J.L. French Automotive Castings, Inc. to the DIP Lenders in the maximum principal amount equal to \$15 million.

53. “*DIP Lenders*” means those financial institutions party to the DIP Loan Credit Agreement and identified as “Lenders” on the signature pages of the DIP Loan Credit Agreement, and all permitted assigns, transferees and successors-in-interest thereto.

54. “*DIP Loan Credit Agreement*” means that certain *Senior Secured Super-Priority Debtor-In-Possession Credit and Guaranty Agreement* dated July 14, 2009, among the Debtors, the DIP Lenders and the DIP Agent, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time.

55. “*DIP Pledge and Security Agreement*” means that certain *Debtor-In-Possession Pledge and Security Agreement* dated July 14, 2009, by and among the Debtors and the DIP Agent, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time.

56. “*Disbursing Agent*” means any Entity (including any Debtor) that acts in the capacity as a disbursing agent under the Plan.

57. “*Disclosure Statement*” means the *Disclosure Statement for the Debtors’ First Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* dated July 27, 2009, as amended, supplemented, or modified from time to time, describing the Plan, that is prepared and distributed in accordance with the Bankruptcy Code, Bankruptcy Rules, and any other applicable law.

58. “*Disclosure Statement Hearing*” means that certain hearing at which the Bankruptcy Court will consider approval of the Disclosure Statement.

59. “*Disclosure Statement Order*” means the order approving the Disclosure Statement and approving the related balloting and solicitation procedures.

60. “*Disputed*” means, with respect to any Claim or Equity Interest, any Claim or Equity Interest: (a) listed on the Schedules as unliquidated, disputed or contingent, unless a proof of Claim has been timely filed; (b) as to which a Debtor or Reorganized Debtor or any other party in interest has interposed a timely objection or request for estimation in accordance with the Bankruptcy Code and the Bankruptcy Rules; or (c) is otherwise disputed by a Debtor or Reorganized Debtor or any other party in interest in accordance with applicable law, which objection, request for estimation or dispute has not been withdrawn or determined by a Final Order.

61. “*Distribution Record Date*” means the record date for purposes of making any distribution under the Plan on account of Allowed Claims and Equity Interests, which shall be the Confirmation Date or other such date prior to the Effective Date as may be designated in the Confirmation Order.

62. “*Distribution Shares*” means the approximately one million shares of New Common Stock to be issued on the Effective Date and distributed to Holders of Allowed First Lien Claims and Holders of Allowed Second Lien Claims pursuant to the Plan.

63. “*Effective Date*” means the date selected by the Debtors and the First Lien Term Agent that is a Business Day after the Confirmation Date on which: (a) no stay of the Confirmation Order is in effect; and (b) all conditions specified in Article IX.B. have been (i) satisfied or (ii) waived pursuant to Article IX.C.

64. “*Entity*” means an entity as defined in section 101(15) of the Bankruptcy Code.

65. “*Equity Interest*” means any equity interest in any of the Debtors that existed immediately prior to the Petition Date, including, but not limited to, any Common Equity Interest, any Preferred Equity Interest and all other issued, unissued, authorized or outstanding shares or stock (including common stock or preferred stock), together with any warrants, options or contract rights to purchase or acquire such interest at any time.

66. “*Estate*” means the estate of a Debtor created on the Petition Date by section 541 of the Bankruptcy Code.

67. “*Estimated Allowed Administrative Claims*” means the estimate of outstanding Allowed Administrative Claims on the Effective Date, which estimate is set forth in the Disclosure Statement.

68. “*Estimated Allowed DIP Facility Claims*” means the estimate of outstanding DIP Facility Claims on the Effective Date, which estimate is set forth in the Disclosure Statement.

69. “*Exculpated Parties*” means (a) the Debtors, (b) the Reorganized Debtors, (c) the Third Party Releasees, and (d) all of the officers, directors, employees, members, managed funds, investment advisors, attorneys, actuaries, financial advisors, accountants, investment bankers, agents, professionals and representatives of each of the foregoing Persons and Entities (whether current or former, and in each case in his, her or its capacity as such); provided, however, that all Non-Released Parties shall be excluded.

70. “*Exculpation*” means the exculpation provision set forth in Article X.D.

71. “*Exit Costs*” means the amount on the Effective Date equal to the sum of the unpaid Allowed Administrative Claims (including, but not limited to, any Accrued Professional Compensation remaining unpaid as of the Effective Date), Priority Tax Claims, Other Priority Claims, Other Secured Claims and \$120,000.

72. “*File*” or “*Filed*” means file or filed with the Bankruptcy Court in these Chapter 11 Cases.

73. “*Final Decree*” means the decree contemplated in Fed.R.Bankr.P. 3022.

74. “*Final DIP Order*” means that certain *Final Order Pursuant To 11 U.S.C. §§ 105, 361, 362, 363 and 364 And Federal Rule of Bankruptcy Procedure 4001: (I) Authorizing Debtors to Obtain Postpetition Financing on a Secured, Superpriority Priming Basis; (II) Authorizing Debtors’ Use of Cash Collateral; (III) Granting Adequate Protection to Prepetition Secured Parties; and (IV) Scheduling a Final Hearing*, entered by the Bankruptcy Court.

75. “*Final Order*” means an order or judgment of the Bankruptcy Court, or other court of competent jurisdiction with respect to the subject matter, which has not been reversed, stayed, modified or amended, and as to which the time to appeal, petition for certiorari or move for reargument or rehearing has expired and no appeal or petition for certiorari has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been or may be filed has been resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought or has otherwise been dismissed with prejudice.

76. “*First Lien Agents*” means the First Lien Revolving Agent, the First Lien Collateral Agent and the First Lien Term Agent.

77. “*First Lien Agents’ Fees*” means any and all fees, costs and expenses of the First Lien Agents under the First Lien Facility incurred after the Petition Date.

78. “*First Lien Claim*” means any Claim arising from or based upon the First Lien Obligations.

79. “*First Lien Collateral Agent*” means Wilmington Trust FSB.

80. “*First Lien Documents*” means all instruments, security agreements, guaranties, intercreditor agreements and other documents executed in connection with the First Lien Facility, including without limitation all Loan Documents as that term is used in the First Lien Facility.

81. “*First Lien Facility*” means that certain *Amended and Restated First Lien Credit and Guaranty Agreement* dated May 14, 2007, and amended and restated as of July 12, 2009, by and among J.L. French Automotive Castings, Inc., as borrower, certain subsidiaries of J.L. French Automotive Castings, Inc. as guarantors, the First Lien Lenders and the First Lien Agents, as amended, restated, supplemented or otherwise modified from time to time through the Petition Date.

82. “*First Lien Lenders*” means the First Lien Revolving Lender and the First Lien Term Lenders.

83. “*First Lien Obligations*” means all obligations, liabilities and indebtedness of every nature of each of the Debtors arising under or in connection with the First Lien Facility or any of the other First Lien Documents, including the principal amount of all debts, claims and indebtedness (including reimbursement obligations in respect of drawn under letters of credit), accrued and unpaid interest and all fees, costs and expenses. The term “First Lien Obligations” shall include all “Obligations” as defined in the First Lien Facility.

84. “*First Lien Pledge and Security Agreement*” means that certain *First Lien Pledge and Security Agreement* dated May 14, 2007, by and among J.L. French Automotive Castings, Inc., as grantor, certain subsidiaries of J.L. French Automotive Castings, Inc. as guarantors, various lenders and the First Lien Revolving Agent, as the collateral agent, as amended, amended and restated, supplemented or otherwise modified from time to time through the Petition Date.

85. “*First Lien Professional Fees*” means the fees (including success fees) and expenses of (i) Hahn & Hessen LLP, Carson Fisher and Rosenthal, Monhait & Goddess, P.A. as legal advisors to the First Lien Revolving Agent, and Capstone Advisory Group LLC and Donnelly Penman & Partners as financial advisors to the First Lien Revolving Agent and (ii) Latham & Watkins LLP as legal advisor to the First Lien Term Agent, and Huron Consulting Group as financial advisor to the First Lien Term Agent.

86. “*First Lien Revolving Agent*” means CapitalSource Bank, a California industrial bank.

87. “*First Lien Revolving Claim*” means any Claim of the First Lien Revolving Lender arising from or based upon the First Lien Obligations.

88. “*First Lien Revolving Lender*” means CapitalSource Bank, a California industrial bank.
89. “*First Lien Term Claim*” means any Claim of a First Lien Term Lender arising from or based upon the First Lien Obligations.
90. “*First Lien Term Lender Steering Committee*” means the steering committee for the First Lien Term Lenders.
91. “*First Lien Term Lender Steering Committee Co-Heads*” means the two co-heads of the First Lien Term Lender Steering Committee (namely, Monarch Master Funding Ltd. and those First Lien Term Lenders that are managed and/or advised by DDJ Capital Management, LLC).
92. “*First Lien Term Lender Steering Committee Members*” means the members of the First Lien Term Lender Steering Committee.
93. “*First Lien Term Agent*” means Wilmington Trust FSB, as administrative agent for the First Lien Term Lenders under the First Lien Facility.
94. “*First Lien Term Lenders*” means those financial institutions with term loan commitments outstanding pursuant to the First Lien Facility, and all permitted assigns, transferees and successors-in-interest thereto.
95. “*General Unsecured Claim*” means any Claim against any Debtor that is not: an Administrative Claim; DIP Facility Claim; Priority Tax Claim; Other Priority Claim; Other Secured Claim; First Lien Claim; Second Lien Claim; Claim of a Specified OEM; or Equity Interest.
96. “*Holder*” means a Person or Entity holding an Equity Interest or Claim.
97. “*Impaired Claim*” means a Claim classified in an Impaired Class.
98. “*Impaired Class*” means each of Classes 3, 4, 5, 6 and 7 as set forth in Article III.
99. “*Impaired*” means, with respect to any Class of Claims or Equity Interests, any Claims or Equity Interests that will not be paid in full upon consummation of the Plan or will be otherwise changed by the reorganization effectuated hereby.
100. “*Indemnified Parties*” means, collectively, the Debtors, the Reorganized Debtors, and each of their respective current and former members, officers, directors, agents, financial advisors, attorneys, employees, partners and representatives.
101. “*Initial Plan*” means the form of the Plan annexed to the Consent Agreement.
102. “*Intercompany Claims*” means the Claims as set forth in the Plan Supplement, held by: (a) a Debtor against any non-Debtor direct or indirect subsidiary of any Debtor; or (b) a non-Debtor direct or indirect subsidiary of any Debtor against any Debtor.
103. “*Interest Rate Swap Agreements*” means the interest rate swap transactions reflected by the three Confirmations dated July 19, 2006 and the ISDA 2002 Master Agreement dated July 13, 2006, entered into by and between J.L. French Automotive Castings, Inc. and Morgan Stanley, and all ancillary documents and notices entered into or otherwise delivered in connection therewith.
104. “*Interest Rate Swap Claims*” means the Claims of Morgan Stanley, in the aggregate approximate amount of \$15 million as of the Petition Date, arising from or based upon the Interest Rate Swap Agreements.
105. “*Lien*” has the meaning set forth in section 101(37) of the Bankruptcy Code.
106. “*Management Incentive Program*” means a Management Incentive Program on the terms and conditions determined by the board of directors of Reorganized J.L. French Automotive Castings, Inc., as authorized

by and pursuant to the New Organizational Documents of Reorganized J.L. French Automotive Castings, Inc.; provided that the terms and conditions of that Management Incentive Program shall have been agreed to by the New Board following the Effective Date. The New Organizational Documents shall explicitly authorize, but not require, the New Board to issue the Maximum Authorized Management Incentive Program Shares of New Common Stock for the Management Incentive Program.

107. “*Maximum Authorized Management Incentive Program Shares*” means the number of shares of New Common Stock equaling up to 10% of the New Common Stock following the issuance and distribution of any such shares pursuant to the Management Incentive Program.

108. “*Morgan Stanley*” means Morgan Stanley Capital Services, Inc.

109. “*Morgan Stanley Exit Swap*” means the unsecured interest rate swap transaction entered into by and between J.L. French Automotive Castings, Inc. and Morgan Stanley on the Effective Date, evidenced by an ISDA 2002 Master Agreement, together with a related schedule and confirmation (the forms of which shall be included in the Plan Supplement).

110. “*New Board*” means, as of the Effective Date, the initial board of directors of Reorganized J.L. French Automotive Castings, Inc., which shall be comprised of seven (7) members including: (i) the Chief Executive Officer of Reorganized J.L. French Automotive Castings, Inc.; (ii) two (2) directors, one of whom shall be designated by Monarch Master Funding Ltd. and the other of whom shall be designated by DDJ Capital Management LLC, and (iii) four (4) independent directors acceptable to a majority of the First Lien Term Lenders.

111. “*New Common Stock*” means the common stock of Reorganized J.L. French Automotive Castings, Inc., comprising: (a) the Distribution Shares; (b) any shares of New Common Stock to be issued pursuant to the Management Incentive Program; and (c) any shares of New Common Stock issued upon the exercise of the Warrants.

112. “*New Intercreditor Agreement*” means the intercreditor agreement, entered into by (a) the agent for and/or the holder of the CapitalSource Exit Secured Note, on the one hand, and (b) the agent for and/or the holders of the DIP Facility Exit Credit Secured Note or the Third Party Exit Secured Note, as the case may be, a copy of which shall be included in the Plan Supplement.

113. “*New Organizational Documents*” means the new certificates of incorporation, certificates of organization or limited liability company certificates to be filed by the Reorganized Debtors in their respective states of organization, the Stockholders’ Agreement, the Warrant Agreements, and any other corporate, constituent or organizational documents that may be necessary or appropriate to file in connection with the incorporation of the Reorganized Debtors.

114. “*Non-Released Parties*” means: (a) the Persons and Entities named on a schedule to the Plan Supplement as Non-Released Parties; (b) each Holder of a Claim that objects to confirmation of the Plan; (c) each Holder of a Claim entitled to vote to accept or reject the Plan who does not vote to accept the Plan; and (d) the respective current and former members, officers, directors, managed funds, investment advisors, agents, financial advisors, attorneys, employees, partners, Affiliates and representatives (each of the foregoing solely in its individual capacity as such) of the Persons and Entities described in clauses (a), (b) and (c) hereof.

115. “*OEM*” means, individually, each of Ford Motor Company, General Motors Corporation, Chrysler, LLC and Magna International, Inc.

116. “*OEMs*” means, individually and collectively, Ford Motor Company, General Motors Corporation, Chrysler LLC and Magna International, Inc., and their respective successors and assigns.

117. “*OEM Agreement*” means the purchase orders and related agreements between one or more of the Debtors and an OEM, that (i) was entered into prior to and were in effect as of the Petition Date, or (ii) was entered into prior to and are in effect as of the Effective Date.

118. “*OEM Claims*” means the Claims of the OEMs under the OEM Agreements.

119. “*OEM Consensually Modified Agreement*” means an OEM Agreement, as modified or amended by agreement between the applicable Specified OEM and the applicable Debtors, and which shall become legally binding and effective on the Effective Date. The OEM Consensually Modified Agreements shall be in form and substance acceptable to the: (i) Requisite Supporting First Lien Lenders; and (ii) the Requisite Supporting Second Lien Lenders and First Lien Revolving Lender to the extent of any Adverse or Disproportionate Effect or Modification.

120. “*Other Priority Claim*” means any Claim accorded priority in right of payment under section 507(a) of the Bankruptcy Code, other than a Priority Tax Claim or Administrative Claim.

121. “*Other Secured Claim*” means any Secured Claim against the Debtors not specifically described herein, *provided, however*, that Other Secured Claims shall not include any Secured Claims specifically classified in a Class other than Class 2 (such as the First Lien Claims or Second Lien Claims).

122. “*Person*” means a person as defined in section 101(41) of the Bankruptcy Code.

123. “*Petition Date*” means July 13, 2009.

124. “*Plan*” means this joint plan of reorganization under chapter 11 of the Bankruptcy Code, either in its present form or as it may be altered, amended, modified or supplemented from time to time in accordance with the Bankruptcy Code, the Bankruptcy Rules or herewith, as the case may be, and the Plan Supplement, which is incorporated herein by reference.

125. “*Plan Documents*” means the agreements, instruments and documents to be executed, delivered and/or performed in conjunction with the Consummation of the Plan, including without limitation, (a) the New Organizational Documents, (b) the CapitalSource Exit Credit Documents, (c) the DIP Facility Exit Credit Documents or Third Party Exit Credit Documents as the case may be, (d) the Disclosure Statement, (e) the documents included in the Plan Supplement, and (f) all other documents distributed in connection with the solicitation of votes to accept or reject the Plan.

126. “*Plan Supplement*” means the compilation of documents and forms of documents, schedules and exhibits to be distributed to creditors voting on the Plan, which will be filed with the Bankruptcy Court, and which shall be deemed for all purposes exhibits to, and incorporated by reference into the Plan, and which will include: (a) the lists of retained Causes of Action and Non-Released Parties; (b) the list of Intercompany Claims; (c) the list of rejected executory contracts and rejected unexpired non-residential real property leases; (d) the CapitalSource Exit Secured Note and other Principal CapitalSource Exit Credit Documents; (e) the Stockholders’ Agreement; (f) the Warrant Agreements; (g) the Reorganized J.L. French Automotive Castings, Inc. By Laws; (h) the New Intercreditor Agreement; and (i) the Morgan Stanley Exit Swap and related documentation; provided that all documents and forms of documents, schedules and exhibits that comprise the Plan Supplement shall be in form and substance satisfactory to the: (i) Requisite Supporting First Lien Lenders; and (ii) Requisite Supporting Second Lien Lenders and First Lien Revolving Lender to the extent of any Adverse or Disproportionate Effect or Modification. Notwithstanding anything to the contrary herein, any agreement or document constituting part of the Plan Supplement may be amended, supplemented or otherwise modified in accordance with the terms of such agreement or document at any time after the Effective Date has occurred and such agreement or document has become effective.

127. “*Preference Action*” means any investigation into, litigation regarding or other attempt to recover payments or assets pursuant to section 547 of the Bankruptcy Code.

128. “*Preferred Equity Interest*” means any preferred Equity Interest in a Debtor that existed immediately prior to the Petition Date, including, but not limited to, all issued, unissued, authorized or outstanding shares of preferred stock, together with any warrants, options or legal, contractual or equitable rights to purchase or acquire such interests.

129. “*Prepetition Collateral Documents*” means the First Lien Pledge and Security Agreement, the Second Lien Pledge and Security Agreement, the Prepetition Intercreditor Agreement, and all other instruments, documents and agreements delivered by any credit party pursuant to the First Lien Facility or Second Lien Facility

in order to grant to First Lien Agents or Second Lien Agents, for the benefit of lenders under the First Lien Facility or Second Lien Facility, a liens on and security interests in any real, personal or mixed property of that credit party as security for all or part of the obligations of the Debtors under the First Lien Facility and Second Lien Facility.

130. “*Prepetition Collateral*” means, collectively, all of the real, personal and mixed property (including capital stock) in which liens and security interests in favor of the First Lien Agents or Second Lien Agents are granted pursuant to the Prepetition Collateral Documents as security for all or part of the obligations of the Debtors under the First Lien Facility and Second Lien Facility.

131. “*Prepetition Intercreditor Agreement*” means that certain Intercreditor Agreement dated May 14, 2007, by and among CapitalSource Finance LLC, as collateral agent for the Holders of First Lien Obligations, and Goldman Sachs Credit Partners L.P., as collateral agent for Holders of Second Lien Obligations, as amended, supplemented or otherwise modified from time to time through the Petition Date.

132. “*Priority Tax Claim*” means a Claim of a governmental unit of the kind specified in section 507(a)(8) of the Bankruptcy Code.

133. “*Pro Rata*” means, in reference to distributions under the Plan, the proportion that an Allowed Claim in a particular Class bears to the aggregate amount of Allowed Claims in that Class.

134. “*Professional Fee Claims*” means any Claim of a Retained Professional, for compensation, indemnification or reimbursement of costs and expenses relating to services performed on and after the Petition Date through and including the Effective Date.

135. “*Releasing Parties*” means the First Lien Agents, First Lien Lenders, DIP Agent, DIP Lenders, Second Lien Agents, Second Lien Lenders, the First Lien Term Lender Steering Committee, the First Lien Term Lender Steering Committee Members, the First Lien Term Lender Steering Committee Co-Heads, the Committee, Committee Members, and Holders of Claims voting to accept the Plan (in the case of each of the foregoing persons and entities, solely in their aforementioned capacities and not in any other capacities); except, however, that the Releasing Parties do not include the Non-Released Parties.

136. “*Reorganized Allotech International LLC*” means, on and after the Effective Date, Allotech International LLC, which is organized as a limited liability company under the laws of the state of Wisconsin.

137. “*Reorganized Central Die, LLC*” means, on and after the Effective Date, Central Die, LLC, which is organized as a limited liability company under the laws of the state of Wisconsin

138. “*Reorganized Debtor*” means, individually, on and after the Effective Date, one of the Reorganized Debtors.

139. “*Reorganized Debtors*” means, collectively, on and after the Effective Date, Reorganized J.L. French Automotive Castings, Inc., Reorganized Nelson Metal Products LLC, Reorganized Allotech International LLC, Reorganized J.L. French Automotive, LLC, Reorganized French Holdings LLC, Reorganized J.L. French LLC and Reorganized Central Die, LLC.

140. “*Reorganized French Holdings LLC*” means, on and after the Effective Date, French Holdings LLC, which is organized as a limited liability company under the laws of the state of Delaware.

141. “*Reorganized J.L. French Automotive Castings, Inc. By-Laws*” means the by-laws of Reorganized J.L. French Automotive Castings, Inc., which shall be included in the Plan Supplement.

142. “*Reorganized J.L. French Automotive Castings, Inc. Certificate of Incorporation*” means the certificate of incorporation of Reorganized J.L. French Automotive Castings, Inc.

143. “*Reorganized J.L. French Automotive Castings, Inc.*” means, on and after the Effective Date, J.L. French Automotive Castings, Inc., which is organized as a corporation under the laws of the state of Delaware.

144. “*Reorganized J.L. French Automotive, LLC*” means, on and after the Effective Date, J.L. French Automotive, LLC, which is organized as a limited liability company under the laws of the state of Michigan.

145. “*Reorganized J.L. French LLC*” means, on and after the Effective Date, J.L. French LLC, which is organized as a limited liability company under the laws of the state of Wisconsin.

146. “*Reorganized Nelson Metal Products LLC*” means, on and after the Effective Date, Nelson Metal Products LLC, which is organized as a limited liability company under the laws of the state of Delaware.

147. “*Requisite Supporting First Lien Lenders*” shall have the meaning ascribed to it in the Consent Agreement.

148. “*Requisite Supporting Second Lien Lenders*” shall have the meaning ascribed to it in the Consent Agreement.

149. “*Retained Professional*” means a Person or Entity: (a) employed in these Chapter 11 Cases pursuant to a Final Order in accordance with sections 327 and 1103 of the Bankruptcy Code and to be compensated for services rendered prior to the Effective Date, pursuant to sections 327, 328, 329, 330 and 331 of the Bankruptcy Code; or (b) for which compensation and reimbursement has been allowed by the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code.

150. “*Retained Professionals Escrow Account*” means an account funded and maintained by the Reorganized Debtors, commencing on the Effective Date, solely for the purpose of paying the Accrued Professional Compensation.

151. “*Schedules*” mean the schedules of assets and liabilities, schedules of executory contracts and statements of financial affairs Filed by the Debtors pursuant to section 521 of the Bankruptcy Code.

152. “*Second Lien Administrative Agent*” means Bank of New York, as administrative agent for the Second Lien Lenders under the Second Lien Facility.

153. “*Second Lien Agents*” means, together, Bank of New York as administrative agent, and Goldman Sachs Credit Partners L.P. as collateral agent, for the Second Lien Lenders under the Second Lien Facility

154. “*Second Lien Agents’ Fees*” means any and all fees, costs and expenses of the Second Lien Agents under the Second Lien Facility incurred after the Petition Date.

155. “*Second Lien Collateral Agent*” means Goldman Sachs Credit Partners L.P., as collateral agent for the Second Lien Lenders under the Second Lien Facility.

156. “*Second Lien Claim*” means any Claim arising from or based upon the Second Lien Obligations.

157. “*Second Lien Documents*” means all instruments, security agreements, guaranties, intercreditor agreements and other documents executed in connection with the Second Lien Facility, including without limitation all Loan Documents as that term is used in the Second Lien Facility.

158. “*Second Lien Facility*” means that certain *Amended and Restated Second Lien Credit and Guaranty Agreement* dated as of May 14, 2007, and amended and restated as of July 12, 2009, by and among J.L. French Automotive Castings, Inc., as borrower, certain subsidiaries of J.L. French Automotive Castings, Inc. as guarantors, various lenders and the Second Lien Agents, as amended, amended and restated, supplemented or otherwise modified from time to time through the Petition Date.

159. “*Second Lien Fee Cap*” means \$225,000.

160. “*Second Lien Lenders*” means, collectively, the financial institutions party to the Second Lien Facility as lenders, and all permitted assigns, transferees and successors-in-interest thereto.



161. “*Second Lien Obligations*” means all obligations, liabilities and indebtedness of every nature of each of the Debtors arising under or in connection with the Second Lien Facility or any of the other Second Lien Documents, including the principal amount of all debts, claims and indebtedness, accrued and unpaid interest and all fees, costs and expenses. The term “Second Lien Obligations” includes all “Obligations” as defined in the Second Lien Facility.

162. “*Second Lien Pledge and Security Agreement*” means that certain *Pledge and Security Agreement* dated May 14, 2007 by and among J.L. French Automotive Castings, Inc., as grantor, certain subsidiaries of J.L. French Automotive Castings, Inc. as guarantors, various lenders and the Second Lien Agents, as amended, supplemented or otherwise modified from time to time through the Petition Date.

163. “*Second Lien Professional Fees*” means the fees and expenses of (i) Bracewell & Giuliani LLP, as legal advisor to the Second Lien Agents and (ii) Richards, Layton and Finger, P.A., as Delaware counsel to the Second Lien Agents.

164. “*Secured Claims*” means: (a) Claims that are secured by a lien on property in which the Estates have an interest, which liens are valid, perfected and enforceable under applicable law or by reason of a Final Order, or that are subject to setoff under section 553 of the Bankruptcy Code, to the extent of the value of the Creditor’s interest in the Estates’ interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to section 506(a) of the Bankruptcy Code; and (b) Claims which are Allowed under the Plan as a Secured Claim.

165. “*Securities Act*” means the Securities Act of 1933, 15 U.S.C. §§ 77a-77aa, as now in effect or hereafter amended, or any similar federal, state or local law.

166. “*Senior Management Employment Agreements*” means those certain prepetition employment agreements between the Company and its officers and certain other members of its senior management team, as those agreements may be amended from time to time with the consent of the Requisite Supporting First Lien Lenders, and in consultation with the Requisite Supporting Second Lien Lenders.

167. “*Series A Warrants Strike Price*” means a price per share to be determined as of the Effective Date based on a \$160 million enterprise value (with the aggregate equity portion of such enterprise value determined by subtracting the aggregate amount of indebtedness for borrowed money outstanding as of the Effective Date from such enterprise value).

168. “*Series B Warrants Strike Price*” means a price per share to be determined as of the Effective Date based on a \$180 million enterprise value (with the aggregate equity portion of such enterprise value determined by subtracting the aggregate amount of indebtedness for borrowed money outstanding as of the Effective Date from such enterprise value).

169. “*Series C Warrants Strike Price*” means a price per share to be determined as of the Effective Date based on a \$275 million enterprise value (with the aggregate equity portion of such enterprise value determined by subtracting the aggregate amount of indebtedness for borrowed money outstanding as of the Effective Date from such enterprise value).

170. “*Specified OEM*” means any OEM that is a party to an OEM Consensually Modified Agreement.

171. “*Stockholders’ Agreement*” means a stockholders’ agreement of Reorganized J.L. French Automotive Castings, Inc., which shall be in a form substantially similar to the form included in the Plan Supplement and no provision thereof shall be modified in any material respect without the prior consent of the Requisite Supporting Second Lien Lenders.

172. “*Substantive Consolidation Objection Deadline*” means the deadline set forth in the Disclosure Statement Order for Filing any objection to the substantive consolidation provided herein.

173. “*Substantive Consolidation Order*” means that order of the Bankruptcy Court approving the substantive consolidation provided herein, which order may be the Confirmation Order.

174. “*Third Party Exit Credit Documents*” means the Third Party Exit Secured Note, the credit agreement, pledge and security agreement, guarantees and other agreements and documents that collectively set forth the terms of the indebtedness and other obligations of the Reorganized Debtors thereunder and the collateral securing same.

175. “*Third Party Exit Secured Note*” means the secured promissory note delivered by the Reorganized J.L. French Automotive Castings, Inc. to the lenders under the Third Party Exit Credit Documents in the maximum principal amount equal to \$15 million.

176. “*Third Party Release*” means the release of the Third Party Releasees set forth in Article X.C.

177. “*Third Party Releasees*” means, collectively, each of the Debtors, Reorganized Debtors, First Lien Agents, Goldman Sachs Credit Partners L.P. (including in its capacity as predecessor First Lien Term Agent and as Second Lien Collateral Agent), First Lien Lenders, the First Lien Term Lender Steering Committee, the First Lien Term Lender Steering Committee Members, the First Lien Term Lender Steering Committee Co-Heads, DIP Agent, DIP Lenders, Second Lien Agents, Second Lien Lenders, Committee, Committee Members, and Holders of Claims entitled to vote to accept or reject the Plan who vote to accept the Plan, and each of their respective current and former members, officers, directors, managed funds, investment advisors, agents, financial advisors, attorneys, employees, partners, Affiliates and representatives (each of the foregoing in its individual capacity as such); except, however, that the term “Third Party Releasees” shall exclude any and all Non-Released Parties.

178. “*Unimpaired Claims*” means Claims in an Unimpaired Class.

179. “*Unimpaired Class*” means an unimpaired Class within the meaning of section 1124 of the Bankruptcy Code.

180. “*Unsecured Essential Trade Creditor and Service Provider Orders*” means: (i) that certain *Order Authorizing, But Not Requiring, the Debtors to Pay in the Ordinary Course of Business the Prepetition Claims of Essential Trade Creditors*, entered by the Bankruptcy Court on July 14, 2009, docket 72; and (ii) that certain *Order (I) Authorizing the Debtors to Pay in the Ordinary Course of Business Prepetition Claims of Shippers and Other Lien Claimants and (II) Authorizing Financial Institutions to Pay All Checks and Electronic Payment Requests Made By the Debtors Relating to the Foregoing*, entered by the Bankruptcy Court on July 14, 2009, docket no 68.

181. “*Voting Agent*” means BMC Group, Inc., in its capacity as notice, claims and balloting agent for the Debtors, pursuant to that certain *Order Authorizing the Debtors to Employ and Retain BMC Group, Inc. as Notice, Claims and Balloting Agent to the Debtors and Debtors in Possession*, entered by the Bankruptcy Court on July 14, 2009, docket no. 67.

182. “*Voting Classes*” means Classes 3, 4 and 5.

183. “*Voting Deadline*” means the date by which all Ballots must be received by the Voting Agent.

184. “*Voting Instructions*” means the instructions for voting on the Plan that are attached to the Ballots.

185. “*Warrant Agreements*” means the agreement, in a form substantially similar to the form included in the Plan Supplement which shall not be modified in any material respect prior to the Effective Date without the prior consent of the Requisite Supporting Second Lien Lenders, documenting the terms of the Class 4 Series A Warrants, Class 4 Series B Warrants and Class 4 Series C Warrants, to be dated as of the Effective Date. The Warrant Agreements may contain provisions limiting the transfer of Warrants to ensure that the record number of holders of Warrants will not cause Reorganized J.L. French Automotive Castings, Inc. to be required to file periodic and other reports under the Securities Exchange Act of 1934.

186. “*Warrants*” means any of the Class 4 Series A Warrants, Class 4 Series B Warrants and Class 4 Series C Warrants to be issued pursuant to the Warrant Agreements.

187. “*WYC Claims*” means the claims of W. Y. Campbell & Company, in the approximate amount of six hundred thousand dollars (\$600,000.00), arising under an engagement agreement dated March 30, 2008, between

W. Y. Campbell & Company and Debtor J.L. French Automotive Castings, Inc., against any Debtor and any affiliate of any Debtor.

## ARTICLE II.

### ADMINISTRATIVE AND PRIORITY TAX CLAIMS

#### A. *Administrative Claims*

Subject to the provisions of sections 328, 330(a) and 331 of the Bankruptcy Code, each Holder of an Allowed Administrative Claim will be paid the full unpaid amount of such Allowed Administrative Claim in Cash: (a) on the Effective Date; (b) or if such Claim is Allowed after the Effective Date, on the date such Claim is Allowed; or (c) upon such other terms as may be agreed upon by such Holder and the Debtors or the Reorganized Debtors, as the case may be, or otherwise upon an order of the Bankruptcy Court; provided that Allowed Administrative Claims comprising obligations incurred in the ordinary course of business or otherwise assumed by a Debtor pursuant hereto will be assumed on the Effective Date, and thereafter, paid or performed by the respective Reorganized Debtor when due in accordance with the terms and conditions of the particular agreements governing any such obligations and (ii) Professional Fee Claims shall be paid from the Retained Professional Escrow Account in accordance with the applicable order of the Bankruptcy Court after filing a fee application, notice and a hearing pursuant to the procedures set forth in Article XII(c) hereof. The treatment of Class 3 Claims (First Lien Lenders) and Class 4 Claims (Second Lien Claims) contained in Article III.B.3. and III.B.4. of this Plan shall be in full satisfaction of all Allowed unsecured, secured and administrative claims of such First Lien Lenders and Second Lien Lenders in respect of the First Lien Credit Facility and Second Lien Credit Facility, respectively.

#### B. *DIP Facility Claims*

DIP Facility Claims are Unimpaired and unclassified claims. On the Effective Date, the Reorganized Debtors shall either (i) repay the DIP Facility Claims in full in cash from the proceeds of an exit facility to be consummated pursuant to the terms and conditions of the Third Party Exit Credit Documents, which the Reorganized Debtors shall execute and deliver on the Effective Date, or (ii) with the consent of the Requisite Lenders (as defined in the DIP Facility Credit Agreement), which consent may be withheld or delayed in their sole discretion, the Reorganized Debtors shall jointly and severally assume, as borrower or guarantors, all of the actual or contingent DIP Facility Claims, and the terms and conditions of the DIP Facility Claims (including any unfunded commitments) shall be amended and restated as provided in the DIP Facility Exit Credit Documents, which the Reorganized Debtors shall execute and deliver on the Effective Date. Among other things, the indebtedness and other obligations under the Third Party Exit Credit Documents or the DIP Facility Exit Credit Documents, as the case may be, shall be secured by liens upon and security interests in all real and personal property assets of the Reorganized Debtors, such liens and security interests having the same priority as that granted to the Holders of the Allowed DIP Facility Claims under Final DIP Order. On and after the Effective Date, the relative priorities, including without limitation Lien, payment and enforcement priorities, between (a) the indebtedness and other obligations under the Third Party Exit Credit Documents or the DIP Facility Exit Credit Documents, as the case may be, and the Liens securing same, and (b) the indebtedness and other obligations under CapitalSource Exit Credit Documents and the Liens securing same, shall be governed by the terms of the New Intercreditor Agreement.

#### C. *Priority Tax Claims*

1. Priority Tax Claims are Unimpaired and unclassified claims. Except to the extent that a holder of an Allowed Priority Tax Claim has been paid by the Debtors prior to the Effective Date or agrees to a different treatment, on the later of the Effective Date or the date on which a Priority Tax Claim becomes an Allowed Priority Tax Claim, or, in each such case, as soon as practicable thereafter, each Holder of an Allowed Priority Tax Claim due and payable on or prior to the Effective Date will receive on account of such Claim, in accordance with section 1129(a)(9)(C) of the Bankruptcy Code, regular installment payments in Cash: (i) of a total value, as of the Effective Date, equal to the Allowed amount of such Claim; (ii) which total value shall include simple interest to accrue on any outstanding balance of such Allowed Priority Tax Claim starting on the Effective Date at the rate of interest determined under applicable non-bankruptcy law pursuant to section 511 of the Bankruptcy Code; (iii) over a period ending not later than 5 years after the Petition Date; and (iv) in a manner not less favorable than the most

avored nonpriority unsecured Claim provided for by the Plan (other than payments in Cash made to a Class of Creditors under section 1122(b) of the Bankruptcy Code).

2. *Installment Payments:* Any installment payments made pursuant to section 1129(a)(9)(C) of the Bankruptcy Code shall be in equal quarterly Cash payments beginning on the first day of the calendar month following the Effective Date, and subsequently on the first day of each third calendar month thereafter, as necessary. The amount of any Priority Tax Claim that is not otherwise due and payable on or prior to the Effective Date, and the rights of the Holder of such Claim, if any, to payment in respect thereof shall: (a) be determined in the manner in which the amount of such Claim and the rights of the Holder of such Claim would have been resolved or adjudicated if the Chapter 11 Cases had not been commenced; (b) survive the Effective Date and Consummation of the Plan as if the Chapter 11 Cases had not been commenced; and (c) not be discharged pursuant to section 1141 of the Bankruptcy Code. In accordance with section 1124 of the Bankruptcy Code, and notwithstanding any other provision of the Plan to the contrary, the Plan shall not alter or otherwise impair the legal, equitable, and contractual rights of any Holder of a Priority Tax Claim that is not otherwise due and payable on or prior to the Effective Date. Each holder of an Allowed Secured Tax Claim shall retain the Lien securing its Allowed Secured Tax Claim as of the Effective Date until full and final payment of such Allowed Secured Tax Claim is made as provided herein, and upon such full and final payment, such Lien shall be deemed to have been satisfied and shall be null and void and unenforceable for all purposes.

### ARTICLE III.

#### CLASSIFICATION AND TREATMENT OF CLASSIFIED CLAIMS AND EQUITY INTERESTS

##### A. *Summary*

1. The categories of Claims and Equity Interests listed below classify Claims and Equity Interests for all purposes, including voting, confirmation and distribution pursuant hereto and pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code. The Plan deems a Claim or Equity Interest to be classified in a particular Class only to the extent that the Claim or Equity Interest qualifies within the description of that Class and shall be deemed classified in a different Class to the extent that any remainder of such Claim or Equity Interest qualifies within the description of such different Class. A Claim or Equity Interest is in a particular Class only to the extent that any such Claim or Equity Interest is Allowed in that Class and has not been paid or otherwise settled prior to the Effective Date. Other than as specifically set forth herein, the treatment of and consideration to be received by holders of Claims or Equity Interests pursuant to this Article III shall be in full satisfaction, settlement, release and discharge of such holder's respective Claim or Equity Interest. Except as expressly set forth herein or in the Confirmation Order, such discharge shall not affect the liability of any other Person or Entity on, or the property of any other Person or Entity encumbered to secure payment of, any such Claim or Equity Interest; nor shall it affect the Reorganized Debtors' obligations pursuant to this Plan.

##### 2. *Summary of Classification and Treatment of Classified Claims and Equity Interests.*

<u>Class</u>	<u>Claim</u>	<u>Status</u>	<u>Voting Rights</u>
1	Other Priority Claims	Unimpaired	Deemed to Accept
2	Other Secured Claims	Unimpaired	Deemed to Accept
3	First Lien Claims	Impaired	Entitled to Vote
4	Second Lien Claims	Impaired	Entitled to Vote
5	General Unsecured Claims	Impaired	Entitled to Vote
6	Preferred Equity Interests	Impaired	Deemed to Reject
7	Common Equity Interests	Impaired	Deemed to Reject

B. *Classification and Treatment of Claims and Equity Interests*

1. *Class 1: Other Priority Claims.*

(a) *Classification:* Class 1 consists of the Other Priority Claims against the Debtors.

(b) *Treatment:* The legal, equitable and contractual rights of the Holders of Allowed Class 1 Claims are unaltered by the Plan. Unless otherwise agreed to by the Holders of the Allowed Class 1 Claim and the Debtors, each Holder of an Allowed Class 1 Claim shall receive, in full and final satisfaction of such Allowed Class 1 Claim, one of the following treatments, as determined by the Debtors and upon the consent of the Requisite Supporting First Lien Lenders and after consultation with the Requisite Supporting Second Lien Lenders:

(i) the Debtors will pay the Allowed Class 1 Claim in full, without interest, in Cash on the Effective Date or as soon thereafter as is practicable; provided that, Allowed Class 1 Claims representing obligations incurred in the ordinary course of business will be paid in full in Cash when such Allowed Class 1 Claims become due and owing in the ordinary course of business;

(ii) each such Allowed Class 1 Claim will be treated in any other manner so that such Claim shall otherwise be rendered Unimpaired pursuant to section 1124 of the Bankruptcy Code; or

(iii) the Debtors will treat the Allowed Class 1 Claim in accordance with subsections (i) and (ii) above thereafter when such claim becomes Allowed.

(c) *Voting:* Class 1 is Unimpaired, and the Holders of Class 1 Claims are conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders Class 1 Claims are not entitled to vote to accept or reject the Plan; provided, however, that all Class 1 Claims shall be subject to Allowance under the provisions of the Plan, including, but not limited to, Article VIII.

2. *Class 2: Other Secured Claims.*

(a) *Classification:* Class 2 consists of the Other Secured Claims against the applicable Debtor.

(b) *Treatment:* Each Holder of an Allowed Class 2 Claim will be placed in a separate subclass of Class 2, and each subclass will be treated as a separate class for distribution purposes. On or as soon as practicable after the Effective Date, each Holder of an Allowed Class 2 Claim shall receive, in full and final satisfaction of such Allowed Class 2 Claim, one of the following treatments as determined by the Debtors and upon the consent of the Requisite Supporting First Lien Lenders and after consultation with the Requisite Supporting Second Lien Lenders:

(i) the Debtors will pay the Allowed Class 2 Claim in full in Cash;

(ii) the Debtors will reinstate the Allowed Class 2 Claim; or

(iii) the Debtors will treat an Allowed Class 2 Claim in a manner indubitably equivalent to the treatments set forth in subsections (i) and (ii) above.

(c) *Voting:* Class 2 is Unimpaired, and the Holders of Class 2 Claims are conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of Class 2 Claims are not entitled to vote to accept or reject the Plan; provided, however, that all Class 2 Claims shall be subject to Allowance under the provisions of the Plan, including, but not limited to, Article VIII.

3. Class 3: First Lien Claims

(a) *Classification*: Class 3 consists of the Holders of First Lien Claims.

(b) *Treatment*: On or as soon as practicable after the Effective Date, a Holder of an Allowed Class 3 Claim shall receive, in full and final satisfaction of each such Allowed Class 3 Claim and all other Allowed unsecured, secured and administrative claims of such Holder of an Allowed Class 3 Claim arising in respect of the First Lien Facility and any grant of adequate protection with respect thereto, the following:

(i) The Holder of an Allowed Class 3 Claim that is a First Lien Revolver Lender shall receive the CapitalSource Exit Secured Note (the form of which shall be included in the Plan Supplement), which secured promissory note shall be in an initial principal amount of such First Lien Revolving Lender's Allowed Class 3 Claim, shall provide for an increase in the principal amount thereof in the event there is a drawing on any letter of credit entitled to the benefit of the First Lien Facility and outstanding immediately prior to the Petition Date in the amount of such drawing, shall be for a term ending on November 14, 2013, with interest and principal payable on the terms on conditions set forth in the CapitalSource Exit Secured Note. On and after the Effective Date, the relative priorities, including without limitation Lien, payment and enforcement priorities, between, on the one hand, the indebtedness and other obligations under the CapitalSource Exit Credit Documents and the Liens securing same and, on the other hand, the indebtedness and other obligations under the Third Party Exit Credit Documents or the DIP Facility Exit Credit Documents, as the case may be, and the Liens securing same, shall be governed by the terms of the New Intercreditor Agreement;

(ii) Each Holder of an Allowed Class 3 Claim that is a First Lien Term Lender shall receive its Pro Rata share of 95% of the Distribution Shares. Each Holder of an Allowed Class 3 Claim that is a First Lien Term Lender shall execute and deliver the Stockholders Agreement prior to receiving its Pro Rata share of the Distribution Shares as set forth above. If any such Holder has not executed and delivered the Stockholders Agreement by the 60<sup>th</sup> day after the Effective Date, such Holder shall no longer be eligible to receive any distribution of the New Common Stock, and such Holder's share of the New Common Stock will be distributed Pro Rata, to the remaining Holders of Allowed Class 3 Claims that are First Lien Term Lenders that are parties to the New Stockholders Agreement;

(iii) All fees, costs and expenses of the First Lien Agents and their respective predecessors-in-interest (including, without limitation, all First Lien Professional Fees) that are outstanding as of the Effective Date shall be paid in full in cash on the Effective Date; and

(iv) The foregoing treatment of the Allowed Class 3 Claims gives full effect to any intercreditor or other provisions in any of the First Lien Documents (including, without limitation, the provisions of Section 2.15(b) of the First Lien Credit Agreement and Section 7.2 of the Pledge and Security Agreement (as defined in the First Lien Credit Agreement)), any Second Lien Documents, Prepetition Intercreditor Agreement or any of the other Prepetition Collateral Documents relating to the application of proceeds or payments in respect of the First Lien Obligations and/or the Second Lien Obligations, and accordingly, no Holder of an Allowed Class 3 Claim or an Allowed Class 4 Claim shall have any claim against any other Holder of an Allowed Class 3 Claim (or any First Lien Agent) or Allowed Class 4 Claim (or any Second Lien Agent) based upon or otherwise arising in respect of any such intercreditor or other provisions of any First Lien Documents, Second Lien Documents, Prepetition Intercreditor Agreement, other Prepetition Collateral Documents or otherwise.

(c) *Voting*: Class 3 is Impaired, and Holders of Class 3 Claims are entitled to vote to accept or reject the Plan.

4. Class 4: Second Lien Claims

(a) *Classification*: Class 4 consists of the Holders of Second Lien Claims.

(b) *Treatment*: On or as soon as practicable after the Effective Date, each Holder of an Allowed Class 4 Claim shall receive, in full and final satisfaction of its Allowed Class 4 Claim and all other Allowed unsecured, secured and administrative claims of such Holder of an Allowed Class 4 Claim arising in respect of the Second Lien Facility and any grant of adequate protection with respect thereto, its Pro Rata share of the following:

(i) 5% of the Distribution Shares. Each Holder of an Allowed Class 4 Claim shall execute and deliver the Stockholders Agreement prior to receiving its Pro Rata share of the Distribution Shares as set forth above. If any such Holder has not executed and delivered the Stockholders Agreement by the 60<sup>th</sup> day after the Effective Date, such Holder shall no longer be eligible to receive any distribution of the New Common Stock, and such Holder's share of the New Common Stock will be distributed Pro Rata, to the remaining Holders of Allowed Class 4 Claims that are parties to the New Stockholders Agreement; and

(ii) the Class 4 Warrants. Notwithstanding the foregoing, each Holder of an Allowed Class 4 Claim shall execute and deliver the Stockholders Agreement prior to receiving its Pro Rata share of the Class 4 Warrants. If any such Holder of Second Lien Claims has not executed and delivered the Stockholders Agreement by the 60<sup>th</sup> day after the Effective Date, such Holder shall no longer be eligible to receive any distribution of the Class 4 Warrants, and such Holder's share of the Class 4 Warrants will be distributed Pro Rata, to the remaining Holders of Allowed Class 4 Claim that are parties to the Stockholders Agreement; and

(iii) All fees, costs and expenses of the Second Lien Agents and its predecessor-in-interest (including, without limitation, all Second Lien Professionals' Fees in an amount not to exceed the Second Lien Fee Cap) that are outstanding as of the Effective Date shall be paid in full in cash on the Effective Date; and

(iv) The foregoing treatment of the Allowed Class 4 Claims gives full effect to any intercreditor or other provisions in any of the Second Lien Documents (including without limitation, the provisions of Section 2.15(b) of the Second Lien Credit Agreement and Section 7.2 of the Second Lien Pledge and Security Agreement), any First Lien Documents, Prepetition Intercreditor Agreement or any of the other Prepetition Collateral Documents relating to the application of proceeds or payments in respect of the First Lien Obligations and/or Second Lien Obligations, and accordingly, no Holder of an Allowed Class 3 Claim shall have any claim against any Holder of an Allowed Class 4 Claim (or the Second Lien Agents) based upon or otherwise arising in respect of any such intercreditor or other provisions of any First Lien Documents, Second Lien Documents, Prepetition Intercreditor Agreement or other Prepetition Collateral Documents.

(c) *Voting*: Class 4 is Impaired, and Holders of Class 4 Claims are entitled to vote to accept or reject the Plan.

5. Class 5: General Unsecured Claims

(a) *Classification*: Class 5 consists of Holders of General Unsecured Claims, including, without limitation, the Interest Rate Swap Claims, the WYC Claims and the Claims of OEMs that are not Specified OEMs. Claims of the Specified OEMs are not included in Class 5 and shall not share in the Class 5 Recovery because such Claims are governed by the assumption by the Debtors of the Specified OEMs' contracts and purchase orders pursuant to Article VI.A. hereof and the consequent payment in full of such claims in the ordinary course of business pursuant to the terms of the respective OEM Consensually Modified Agreements.

(b) *Treatment*: Each Holder of an Allowed Class 5 Claim, but not including the holders of the Interest Rate Swap Claims and the WYC Claims, shall receive his, her or its Pro Rata share of the \$120,000 Class 5 Recovery, in full and final satisfaction of each such Allowed Class 5 Claim. The holder of the Interest Rate Swap Claims shall have an allowed general unsecured claim in the amount of one million dollars (\$1,000,000.00) in respect of the Interest Rate Swap Claims and shall receive the Morgan Stanley Exit Swap in full and final satisfaction of the Interest Rate Swap Claims. The holder of the WYC Claims shall receive on the Effective Date ten thousand dollars (\$10,000.00) in full and final satisfaction of the WYC Claims.

(c) *Voting*: Class 5 is Impaired, and Holders of Class 5 Claims are entitled to vote to accept or reject the Plan; provided, however, that all Class 5 Claims shall be subject to Allowance under the provisions of the Plan, including, but not limited to, Article VIII.

6. *Class 6: Preferred Equity Interests*

(a) *Classification*: Class 6 consists of all Preferred Equity Interests in the Debtors.

(b) *Treatment*: On the Effective Date, all Class 6 Preferred Equity Interests shall be deemed cancelled, and shall be of no further force and effect, whether surrendered for cancellation or otherwise, and there shall be no distribution to the Holders of Preferred Equity Interests.

(c) *Voting*: Class 6 is Impaired, and Holders of Class 6 Preferred Equity Interests are conclusively deemed to reject the Plan. Holders of Class 6 Preferred Equity Interests are therefore not entitled to vote to accept or reject the Plan.

7. *Class 7: Common Equity Interests*

(a) *Classification*: Class 7 consists of all Common Equity Interests in the Debtors.

(b) *Treatment*: On the Effective Date, all Class 7 Common Equity Interests shall be deemed cancelled, and shall be of no further force and effect, whether surrendered for cancellation or otherwise, and there shall be no distribution to the Holders of Common Equity Interests.

(c) *Voting*: Class 7 is Impaired, and Holders of Class 7 Common Equity Interests are conclusively deemed to reject the Plan. Holders of Class 7 Common Equity Interests are therefore not entitled to vote to accept or reject the Plan.

C. *Intercompany Claims and Equity Interests*

Notwithstanding anything herein to the contrary, on the Effective Date or as soon thereafter as is reasonably practicable, at the option of the Reorganized Debtors with the consent of the Requisite Supporting First Lien Lenders and after consultation with the Requisite Supporting Second Lien Lenders, Intercompany Claims, and claims of any Debtor against any other Debtor may be: (i) preserved and reinstated, in full or in part; (ii) cancelled and discharged, in full or in part, in which case such discharged and satisfied portion shall be eliminated and the holders thereof shall not be entitled to, and shall not receive or retain, any property or interest in property on account of such portion under the Plan; (iii) eliminated or waived based on accounting entries in the Debtors' or Reorganized Debtors' books and records and other corporate activities; or (iv) contributed to the capital of the Entity obligated in respect of such Intercompany Claim.

The cancellation of Preferred and Common Equity Interests pursuant to this Plan shall not apply to any equity interests of any Debtor in any other Debtor, which intercompany equity interests shall remain unimpaired and unaltered under the terms of this Plan after the Effective Date.

D. *Special Provision Governing Unimpaired Claims*

Except as otherwise provided in the Plan, nothing under the Plan shall affect the Debtors' or the Reorganized Debtors' rights in respect of any Unimpaired Claims, including, but not limited to, all rights in respect of legal and equitable defenses to or setoffs or recoupments against any such Unimpaired Claims.



## ARTICLE IV.

### ACCEPTANCE OR REJECTION OF THE PLAN

#### A. *Voting Classes*

Each Holder of an Allowed Claim in Classes 3, 4 and 5 shall be entitled to vote to accept or reject the Plan.

#### B. *Acceptance by Voting Classes*

The Voting Classes shall have accepted the Plan if: (a) the Holders (other than any Holder designated under section 1126(e) of the Bankruptcy Code) of at least two-thirds in amount of the Allowed Claims actually voting in that Class have voted to accept the Plan; and (b) the Holders (other than any Holder designated under section 1126(e) of the Bankruptcy Code) of more than one-half in number of the Allowed Claims actually voting in that Class have voted to accept the Plan.

#### C. *Presumed Acceptance of Plan*

Classes 1 and 2 are Unimpaired under the Plan, and are therefore presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code.

#### D. *Presumed Rejection of Plan*

Classes 6 and 7 are Impaired and shall receive no distribution, and are therefore presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code.

#### E. *Elimination of Vacant Classes*

Any Class of Claims that is not occupied as of the date of the commencement of the Confirmation Hearing by the Holder of an Allowed Claim or a Claim temporarily allowed under Bankruptcy Rule 3018 (i.e., no Ballots are cast in a Class entitled to vote on the Plan) shall be deemed eliminated from the Plan for the purposes of voting to accept or reject the Plan and for purposes of determining acceptances or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

#### F. *Non-Consensual Confirmation; Cramdown*

The Debtors reserve the right to seek Confirmation of the Plan under section 1129(b) of the Bankruptcy Code, to the extent applicable, in view of the deemed rejection by Classes 6 and 7. To the extent that any of the Voting Classes vote to reject the Plan, the Debtors further reserve the right to seek (a) Confirmation of the Plan under section 1129(b) of the Bankruptcy Code; and/or (b) modify the Plan in accordance with Article XII.D hereof.

## ARTICLE V.

### MEANS FOR IMPLEMENTATION OF THE PLAN

#### A. *Consolidation of the Debtors for Voting and Distribution*

On and after the Effective Date, except for Class 2 Claims, each and every Claim in the Debtors' Chapter 11 Cases against any of the Debtors shall be deemed filed against the consolidated Debtors, and shall be deemed a single consolidated Claim against and obligation of all of the consolidated Debtors. Such limited consolidation shall not affect (other than for Plan voting and distribution purposes): (i) the legal and corporate structures of the Reorganized Debtors; or (ii) pre- and post-Petition Date Liens, guarantees and security interests that are required to be maintained (x) in connection with contracts that were entered into during the Debtors' Chapter 11 Cases or that have been or will be assumed pursuant to section 365 of the Bankruptcy Code and this Plan, (y) in connection with the terms of the DIP Facility, the DIP Facility Exit Credit Documents or the Third Party Exit Credit Documents as the case may be, the CapitalSource Exit Credit Documents, the New Common Stock and the Class 4 Warrants, and (z) pursuant to the terms and conditions contained in this Plan. From and after the Effective Date, each of the Reorganized Debtors will be deemed a separate and distinct entity, properly capitalized, vested with all of the assets

of such debtor as they existed prior to the Effective Date and having the liabilities and obligations provided for under this Plan.

B. *Vesting of Assets in the Reorganized Debtors*

Pursuant to section 1141(b) of the Bankruptcy Code, all property of the respective estate of each Debtor, together with any property of each Debtor that is not property of its estate and that is not specifically disposed of pursuant to this Plan, or by order of the Bankruptcy Court, will revert in the applicable Reorganized Debtor on the Effective Date. Thereafter, the Reorganized Debtors may operate their businesses and may use, acquire and dispose of property free of any restrictions of the Bankruptcy Code, the Bankruptcy Rules and the Bankruptcy Court. As of the Effective Date, all property of each Reorganized Debtor will be free and clear of all Liens, Claims and Equity Interests except as specifically provided pursuant to this Plan, the Confirmation Order, the DIP Facility Exit Credit Documents or the Third Party Exit Credit Documents as the case may be, and the CapitalSource Exit Credit Documents.

C. *Cancellation of Equity Interests*

On the Effective Date, except to the extent otherwise provided herein, all notes, stock, instruments, certificates, and other documents evidencing the Equity Interests shall be cancelled, and the obligations of the Debtors thereunder or in any way related thereto shall be discharged. On the Effective Date, except to the extent otherwise provided herein, any indenture or similar instrument relating to any of the foregoing shall be deemed to be canceled, as permitted by section 1123(a)(5)(F) of the Bankruptcy Code, and the obligations of the Debtors thereunder shall be discharged.

D. *Issuance of New Securities; Execution of Related Documents*

On or immediately after the Effective Date, the Reorganized Debtors shall issue all securities, notes, stock, instruments, certificates, and other documents required to be issued pursuant hereto, including, without limitation, New Common Stock, New Organizational Documents and Warrants, each of which shall be distributed as provided herein. The Reorganized Debtors shall execute and deliver all other agreements, documents and instruments that are required to be executed pursuant to the terms hereof.

E. *Effectuating Documents; Further Transactions*

The chief executive officer, chief financial officer or any other appropriate officer of Debtor J.L. French Automotive Castings, Inc. or Reorganized J.L. French Automotive Castings, Inc., or any other applicable Debtor or Reorganized Debtor, as the case may be, shall be authorized to: (a) execute, deliver, file or record such contracts, instruments, releases, indentures and other agreements or documents, and take such actions as may be necessary or appropriate to effectuate and further evidence the terms and conditions herein; and (b) certify or attest to any of the foregoing actions.

F. *Creation of Retained Professional Escrow Account*

On the Effective Date, the Reorganized Debtors shall establish the Retained Professional Escrow Account and reserve the amounts necessary to ensure the payment of all Allowed Accrued Professional Compensation.

G. *Corporate Governance, Directors and Officers, and Corporate Action*

1. *Reorganized J.L. French Automotive Castings, Inc. Certificate of Incorporation and By-Laws*

On the Effective Date, Reorganized J.L. French Automotive Castings, Inc. shall file the Reorganized J.L. French Automotive Castings, Inc. Certificate of Incorporation with the Secretary of State of the state of Delaware in accordance with Section 103 of the General Corporation Law of the state of Delaware. The Reorganized J.L. French Automotive Castings, Inc. Certificate of Incorporation and the Reorganized J.L. French Automotive Castings, Inc. By-Laws will, among other things: (a) authorize the issuance of New Common Stock; and (b) prohibit the issuance of non-voting securities pursuant to section 1123(a)(6) of the Bankruptcy Code.

2. Effectiveness of Stockholders' Agreement

The Stockholders' Agreement, as hereinafter amended or changed on the terms thereof, shall be deemed effective and binding upon all Holders of New Common Stock on the Effective Date and upon all future Holders of New Common Stock (including all holders of Warrants).

3. Directors and Officers of the Reorganized Debtors

The New Board's composition shall be disclosed in a notice to be filed with the Bankruptcy Court prior to the commencement of the Confirmation Hearing. The directors of the remaining Reorganized Debtors shall be appointed by the New Board on the Effective Date in accordance with the terms of the Stockholders Agreement. The Debtors' current management will continue as the management of the Reorganized Debtors, subject to review of the New Board. The Debtors will disclose, prior to the commencement of the Confirmation Hearing, the nature of any compensation for any member of the New Board who is an "Insider" under the Bankruptcy Code. Each such director, officer and member shall serve from and after the Effective Date pursuant to the terms of the Reorganized J.L. French Automotive Castings, Inc. Certificate of Incorporation, other constituent documents, or the Delaware General Corporation Law.

4. Management Incentive Program

The board of directors of Reorganized J.L. French Automotive Castings, Inc. shall be authorized, but not obligated, to implement the Management Incentive Program as authorized by and pursuant to the New Organizational Documents, provided that the terms and conditions of that Management Incentive Program have been agreed to by the New Board. The New Organizational Documents shall explicitly authorize the New Board to issue the Maximum Authorized Management Incentive Program Shares of New Common Stock for the Management Incentive Program.

5. D&O Tail Coverage Policies

Reorganized J.L. French Automotive Castings, Inc. will obtain sufficient tail coverage for a period of six years under a directors' and officers' insurance policy for the current and former officers and directors of the Debtors.

6. Corporate Action

On the Effective Date, the adoption and filing (as necessary) of the New Organizational Documents, the approval of the Reorganized J.L. French Automotive Castings, Inc. By-Laws, the appointment of directors, officers, managers, members and partners for the Reorganized Debtors, the adoption of a Management Incentive Program, and all actions contemplated thereby, shall be authorized and approved in all respects subject to the provisions hereof. All matters provided for herein involving the corporate structure of the Reorganized Debtors and any corporate action required by the Debtors or the Reorganized Debtors in connection with the Plan, shall be deemed to have occurred and shall be in effect, without any requirement of further action by the security holders, officers or directors of the Debtors or the Reorganized Debtors. On the Effective Date, the appropriate directors and officers of the Reorganized Debtors are authorized and directed to issue, execute and deliver the agreements, documents, securities and instruments contemplated by the Plan and the Plan Documents in the name of and on behalf of the Reorganized Debtors. Entry of the Confirmation Order will constitute approval of the Plan Documents and all such transactions subject to the occurrence of the Effective Date.

H. Sources of Cash for Plan Distribution

All Cash necessary for the Debtors, or the Reorganized Debtors, as the case may be, to make payments pursuant hereto (including, but not limited to, the Exit Costs) shall be obtained from existing Cash balances as of the Effective Date.

## ARTICLE VI.

### TREATMENT OF EXECUTORY CONTRACTS, UNEXPIRED LEASES AND PENSION PLAN

#### A. *Assumption and Rejection of Executory Contracts and Unexpired Leases*

Any executory contracts and unexpired leases that have not expired by their own terms on or prior to the Effective Date, which the Debtors have not assumed or rejected during the pendency of the Chapter 11 Cases and which are not listed in the Plan Supplement as executory contracts or unexpired leases to be rejected, and that are not the subject of a motion pending as of the Effective Date to reject the same, shall be deemed assumed by the Debtors as of immediately prior to the Effective Date, and the entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of any such assumptions pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Those executory contracts and unexpired leases listed in the Plan Supplement as executory contracts or unexpired leases to be rejected shall be deemed rejected by the Debtors as of immediately prior to the Effective Date, and the entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of any such rejections pursuant to sections 365(a) and 1123 of the Bankruptcy Code.

To the extent any executory contract or unexpired lease is with a Debtor to be merged into another Debtor and is to be assumed or deemed assumed hereunder, the executory contract or unexpired lease also shall be deemed to be an asset and liability and obligation of the Reorganized Debtor into which that Debtor is to be merged.

On the Effective Date, the Debtors shall be deemed to have assumed the OEM Consensually Modified Agreements, and the OEM Consensually Modified Agreements shall be effective and binding upon the Debtors and the respective Specified OEMs.

#### B. *Claims Based on Rejection of Executory Contracts or Unexpired Leases*

All proofs of Claim arising from the rejection (if any) of executory contracts or unexpired leases must be filed with the Voting Agent within thirty (30) days after the earlier of: (a) the date of entry of an order of the Bankruptcy Court approving any such rejection; and (b) the Effective Date. Any Claims arising from the rejection of an executory contract or unexpired lease for which proofs of Claim were not timely Filed within that time period will be forever barred from assertion against the Debtors or the Reorganized Debtors, their Estates and property unless otherwise ordered by the Bankruptcy Court or as otherwise provided herein. All such Claims shall, as of the Effective Date, be subject to the discharge and permanent injunction set forth in Article X.I and Article X.J.

#### C. *Cure of Defaults for Executory Contracts and Unexpired Leases Assumed Pursuant to the Plan*

Any monetary amounts by which any executory contract and unexpired lease to be assumed pursuant to the Plan (including pursuant to Article VI.A) is in default shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the default amount in Cash on the Effective Date or on such other terms as the parties to each such executory contract or unexpired lease may otherwise agree. In the event of a dispute regarding: (a) the amount of any cure payments, (b) the ability of the Reorganized Debtors or any assignee to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the contract or lease to be assumed, or (c) any other matter pertaining to assumption, the cure payments required by section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a Final Order resolving the dispute and approving the assumption of any executory contracts or unexpired leases. Nevertheless, the Debtors or the Reorganized Debtors in their discretion may file with the Bankruptcy Court (or any other court of competent jurisdiction) an objection to any matter pertaining to the assumption. All such objections shall be litigated to Final Order, provided, however that the Debtors may compromise and settle, withdraw or resolve by any other method approved by the Bankruptcy Court, any such objections. In the event of such a dispute, the cure payments required by Section 365(b)(1) of the Bankruptcy Code shall be made in the ordinary course following the entry of a Final Order resolving the dispute and approving the assumption; provided, however, that based on the Bankruptcy Court's resolution of any such dispute, the applicable Debtor or Reorganized Debtor shall have right, within 30 days of the entry of such Final Order and subject to approval of the Bankruptcy Court pursuant to Section 365 of the Bankruptcy Code, to reject the applicable executory contract or unexpired lease.

D. *Indemnification of Directors, Officers and Employees*

All indemnification provisions in place on and prior to the Effective Date for current and former directors and officers of the Debtors and their subsidiaries shall survive the Effective Date of the Plan for Claims related to or in connection with any actions, omissions or transactions occurring prior to the Effective Date. As of the Effective Date, all indemnification provisions currently in place (whether in the by-laws, certificates of incorporation, articles of limited partnership, board resolutions, contracts or otherwise) for the current and former directors, officers, employees, attorneys, other professionals and agents of the Debtors shall be deemed to have been assumed by the Reorganized Debtors, and shall survive effectiveness of the Plan. All contingent and unliquidated Claims of Debtors' current and former directors, officers and employees for indemnification, defense or reimbursement of any liability shall be deemed expunged and withdrawn as of the Effective Date. The Reorganized Debtors shall be required to indemnify a director or officer in connection with a proceeding (or part thereof) initiated by such director or officer only if such proceeding (or part thereof) was authorized by the board of directors of Reorganized Debtors.

E. *Assumption of D&O Insurance Policies*

As of the Effective Date, the Reorganized Debtors shall be deemed to have assumed all of the Debtors' directors and officers liability insurance policies pursuant to section 365(a) of the Bankruptcy Code. Entry of the Confirmation Order will constitute the Bankruptcy Court's approval of the Reorganized Debtors' foregoing assumption of each of the Debtors' directors and officers liability insurance policies. Notwithstanding anything to the contrary contained in the Plan, Confirmation of the Plan shall not discharge, impair or otherwise modify any indemnity obligations assumed by the foregoing assumption of the Debtors' directors and officers liability insurance policies, and each such indemnity obligation will be deemed and treated as an executory contract that has been assumed by the Debtors under the Plan as to which no proof of claim need be Filed.

F. *Compensation and Benefit Programs*

Except as otherwise expressly provided herein or in the Plan Supplement and, notwithstanding Article VI.A of this Plan, all employment agreements and policies, and all compensation and benefit plans, policies, and programs of the Debtors applicable to their employees and non-employee directors, including, without limitation, all savings plans, retirement plans, health care plans, disability plans, severance benefit agreements and plans, incentive plans, deferred compensation plans and life, accidental death and dismemberment insurance plans, shall be treated as executory contracts under the Plan, and on the Effective Date will be deemed assumed pursuant to the provisions of sections 365 and 1123 of the Bankruptcy Code; and the Debtors' and Reorganized Debtors' obligations under such programs to such Persons shall survive confirmation of the Plan, except for: (a) executory contracts or employee benefit plans specifically rejected pursuant to the Plan (to the extent that any such rejection does not violate the Bankruptcy Code including, but not limited to, sections 1114 and 1129(a)(13) thereof); (b) all employee equity or equity-based incentive plans; and (c) such executory contracts or employee benefit plans that have previously been rejected, are the subject of pending rejection procedures or a motion to reject as of the Confirmation Date, or have been specifically waived by the beneficiaries of any employee benefit plan or contract; provided however, that the Reorganized Debtors' obligations, if any, to pay all "retiree benefits" as defined in section 1114(a) of the Bankruptcy Code shall continue unless and to the extent that any such retiree benefits have been modified in accordance with section 1114 of the Bankruptcy Code.

Notwithstanding anything contained in the Plan (including, without limitation, Article X) or the Plan Supplement to the contrary, in the event that the Nelson Metal Products Corporation Pension Plan for UAW Hourly Employees (the "Pension Plan") does not terminate prior to the Confirmation Date, all claims of, or with respect to, the Pension Plan (including the contingent claim of the Pension Benefit Guaranty Corporation ("PBGC") under 29 U.S.C. § 1362(b) for unfunded benefit liabilities of the Pension Plan, the claim of PBGC under 29 U.S.C. § 1362(c) for due and unpaid employer contributions owing to the Pension Plan, and any claim for premiums owed under 29 U.S.C. § 1307) shall become obligations of the Reorganized Debtors, including, without limitation, Reorganized J.L. French LLC, and shall otherwise be unaffected by the confirmation of the Plan, and such claims shall not be discharged or released or otherwise affected by the Plan or by these proceedings. Notwithstanding anything contained in the Plan (including, without limitation, Article X) or Plan Supplement to the contrary, there shall be no discharge, exculpation or release in favor of any Reorganized Debtors, controlled group members or other persons or entities or their property with respect to any fiduciary claims under the Employee Retirement Income Security

Act of 1974, as amended, or with respect to any claims of the Pension Plan or PBGC relating to the Pension Plan, and there shall be no injunction against the assertion of any such claims.

G. *Workers' Compensation Programs*

As of the Effective Date, the Reorganized Debtors shall be deemed to have assumed all of the Debtors' workers' compensation insurance policies pursuant to section 365(a) of the Bankruptcy Code. Entry of the Confirmation Order will constitute the Bankruptcy Court's approval of the Reorganized Debtors' foregoing assumption of each of the Debtors' workers' compensation liability insurance policies. As of the Effective Date, the Debtors and the Reorganized Debtors shall continue to honor their obligations under: (i) all applicable workers' compensation laws in states in which the Reorganized Debtors operate; and (ii) the Debtors' written contracts, agreements, agreements of indemnity, self-insurer workers' compensation bonds, policies, programs, and plans for workers' compensation and workers' compensation insurance. All Proofs of Claim on account of workers' compensation shall be deemed withdrawn automatically and without any further notice to or action, order, or approval of the Bankruptcy Court; provided, however, that nothing in the Plan shall limit, diminish, or otherwise alter the Debtors' or Reorganized Debtors' defenses, claims, Causes of Action, or other rights under applicable non-bankruptcy law with respect to any such contracts, agreements, policies, programs, and plans; provided however, that nothing herein shall be deemed to impose any obligations on the Debtors in addition to what is provided for in the applicable laws.

**ARTICLE VII.**

**PROVISIONS GOVERNING DISTRIBUTIONS**

A. *Distribution Record Date*

As of the close of business on the date the Clerk of the Bankruptcy Court enters the Confirmation Order or such other date as may be designated in the Confirmation Order, the various transfer registers for each of the Classes of Claims or Equity Interests as maintained by the Debtors or their agents (other than Classes 3 and 4) will be deemed closed, and there will be no further changes in the record holders of any of the Claims or Equity Interests (other than Classes 3 and 4). The Debtors will have no obligation to recognize any transfer of any Claims or Equity Interests occurring on or after the Distribution Record Date (other than Classes 3 and 4). The Debtors or Reorganized Debtors, as applicable, will recognize only those record holders stated on the transfer ledgers as of the close of business on the Distribution Record Date (other than Classes 3 and 4). The Distribution Record Date is the record date for purposes of making distributions under this Plan.

In the event that any payment or act under this Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day, and if so completed will be deemed to have been completed as of the required date.

B. *Disbursing Agent*

Reorganized J.L. French Automotive Castings, Inc., as Disbursing Agent, or such other entity designated by Reorganized J.L. French Automotive Castings, Inc. as a Disbursing Agent, will make all distributions under this Plan when required by this Plan. A Disbursing Agent will not be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court.

C. *Rights and Powers of the Disbursing Agent*

The Disbursing Agent will be empowered to (a) effect all actions and execute all agreements, instruments and other documents necessary to perform its duties under this Plan, (b) make all distributions contemplated thereby, (c) employ professionals to represent it with respect to its responsibilities, and (d) exercise such other powers as may be vested in the Disbursing Agent by order of the Bankruptcy Court, pursuant to this Plan, or as deemed by the Disbursing Agent to be necessary and proper to implement the provisions of this Plan.

D. *Distributions for Claims Allowed as of the Effective Date*

Except as otherwise provided herein or as may be ordered by the Bankruptcy Court, the Disbursing Agent shall make distributions on the Effective Date or as soon as reasonably practicable thereafter on account of all Allowed Claims that are entitled to receive distributions under the Plan, and shall make further distributions to Holders of Claims that subsequently are determined to be Allowed Claims.

The New Common Stock and Warrants to be issued under the Plan shall be deemed issued as of the Effective Date regardless of the date on which they are actually dated, authenticated or distributed.

E. *Delivery and Distributions and Undeliverable or Unclaimed Distributions*

1. *Delivery of Distributions in General*

Distributions to Holders of Allowed Claims shall be made at the address of the Holder of such Claim as indicated on the records of the Debtors or the Reorganized Debtors, as the case may be, as of the Effective Date. Except as otherwise provided herein, the Disbursing Agent shall make distributions to Holders of Allowed Claims at the address for each such Holder indicated on the Debtors' records on the date of any such distribution; *provided, however,* that the manner of such distributions shall be determined at the discretion of the Debtors or Reorganized Debtors, as the case may be; and *provided further* that the Debtors' books and records for the address for each Holder of an Allowed Claim shall be deemed to be the address set forth in any proof of Claim filed by that Allowed Claim Holder; and *provided further* that all distributions to the First Lien Lenders and Second Lien Lenders shall be made directly by the Disbursing Agent on the Effective Date or as soon as practicable after the Effective Date.

2. *Undeliverable Distributions*

(a) *Holding of Certain Undeliverable Distributions.*

If any distribution to a Holder of an Allowed Claim is returned to the Reorganized Debtors as undeliverable, no further distributions shall be made to such Holder unless and until the Reorganized Debtors are notified in writing of such Holder's then-current address. Undeliverable distributions shall remain in the possession of the Reorganized Debtors, subject to Article VII.E.2(b), until such time as any such distributions become deliverable. Undeliverable Cash shall not be entitled to any interest, dividends or other accruals of any kind. As soon as reasonably practicable, the Reorganized Debtors shall make all distributions that become deliverable.

(b) *Failure to Claim Undeliverable Distributions.*

In an effort to ensure that all Holders of Allowed Claims receive their allocated distributions, sixty (60) days after the Effective Date, the Reorganized Debtors will file with the Bankruptcy Court a listing of the Holders of undeliverable distributions. This list will be maintained for as long as the Chapter 11 Cases remain open. Any Holder of an Allowed Claim, irrespective of when a Claim became an Allowed Claim, that does not assert a Claim pursuant hereto for an undeliverable distribution (regardless of when not deliverable) within the later of (i) one year after the Effective Date, and (ii) sixty days after the date such Claim becomes an Allowed Claim shall have its Claim for such undeliverable distribution discharged and shall be forever barred from asserting any such Claim against the Reorganized Debtors or their property. In such cases: (i) any Cash held for distribution on account of such Claims shall be property of the Reorganized Debtors, free of any restrictions thereon; and (ii) any New Common Stock or Class 4 Warrants held for distribution on account of such Claims shall be canceled and of no further force or effect. Nothing contained herein shall require the Reorganized Debtors to attempt to locate any Holder of an Allowed Claim.

(c) *Failure to Present Checks.*

Checks issued by the Reorganized Debtors on account of Allowed Claims shall be null and void if not negotiated within 180 days after the issuance of such check. The Debtors shall periodically File with the Bankruptcy Court a list of Holders of un-negotiated checks. Any Holder of an Allowed Claim holding an un-negotiated check that does not seek reissuance within 240 days after the initial mailing or other delivery of such check shall have its right to a distribution in the amount of the un-negotiated check discharged, and such Holder

shall be forever, barred, enjoined and estopped from asserting any such Claim against the Reorganized Debtors or their property. In such cases, any Cash held for payment of such Claims shall be property of the Reorganized Debtors free of any Claims of such Holder for the amount of such un-negotiated check. Nothing contained herein shall require the Debtors to attempt to locate any Holder of an Allowed Claim.

3. Compliance with Tax Requirements/Allocations

In connection with the Plan, to the extent applicable, the Reorganized Debtors shall comply with all tax withholding and reporting requirements imposed on them by any governmental unit, and all distributions pursuant hereto shall be subject to such withholding and reporting requirements. For tax purposes, distributions received by Holders in full or partial satisfaction of Allowed Claims will be allocated first to unpaid interest that accrued on such Claims, with any excess allocated to the principal amount of Allowed Claims.

F. *Timing and Calculation of Amounts to be Distributed*

On the Effective Date or as soon as practicable thereafter (or if a Claim is not an Allowed Claim on the Effective Date, on the date that such a Claim becomes an Allowed Claim or as soon as practicable thereafter), each Holder of an Allowed Claim against the Debtors shall receive the full amount of the distributions that the Plan provides for Allowed Claims in the applicable Class. If and to the extent that there are Disputed Claims, distributions on account of any such Disputed Claims shall be made pursuant to the provisions set forth in Article VIII.

G. *Minimum Distribution*

Any other provision of the Plan notwithstanding, no fractional shares of New Common Stock or fractional Warrants shall be distributed. Whenever any payment of a fractional share or Warrant under the Plan would otherwise be called for, the actual payment will reflect a rounding of such fraction to the nearest whole share or Warrant (up or down), with half-shares or half-warrants or less being rounded down. Any other provision of the Plan notwithstanding, the Debtors or the Reorganized Debtors, as the case may be, will not be required to make distributions or payments of less than \$50 (whether cash or otherwise), and they will likewise not be required to make distributions or payments of fractions of dollars. Whenever any payment of a fraction of a dollar under the Plan would otherwise be called for, the actual payment will reflect a rounding of such fraction to the nearest whole dollar (up or down), with half-dollars or less being rounded down.

H. *Setoffs; Subordination*

Other than with respect to the Claims of the First Lien Term Lenders, the Second Lien Lenders and the DIP Lenders (as to which all rights of setoff or recoupment are waived pursuant to this Plan by the Debtors and the Reorganized Debtors), the Debtors and the Reorganized Debtors may, pursuant to section 553 of the Bankruptcy Code or applicable non-bankruptcy law, set off against any Allowed Claim and the distributions to be made pursuant hereto on account of such Allowed Claim (before any distribution is made on account of such Allowed Claim), the claims, equity interests, rights and Causes of Action of any nature that the Debtors or the Reorganized Debtors may hold against the Holder of any such Allowed Claim; provided that neither the failure to effect such a setoff nor the allowance of any Claim hereunder shall constitute a waiver or release by the Debtors or the Reorganized Debtors of any such claims, equity interests, rights and Causes of Action that the Debtors or the Reorganized Debtors may possess against any such Holder, except as specifically provided herein. All Claims against the Debtors and all rights and Claims between or among Holders of Claims relating in any manner whatsoever to distributions on account of Claims against or Equity Interests in the Debtors, based upon any claimed subordination rights, whether asserted or unasserted, legal or equitable, shall be deemed satisfied by the distributions under the Plan to Holders of Claims having such subordination rights, and such subordination rights shall be deemed waived, released, discharged, and terminated as of the Effective Date. Except as otherwise specifically provided for in the Plan, distributions to the various Classes of Claims hereunder shall not be subject to levy, garnishment, attachment, or like legal process by any Holder of a Claim by reason of any subordination rights or otherwise, so that each Holder of a Claim shall have and receive the benefit of the distributions in the manner set forth in the Plan.



## ARTICLE VIII.

### PROCEDURES FOR RESOLVING DISPUTED, CONTINGENT AND UNLIQUIDATED CLAIMS OR EQUITY INTERESTS

#### A. *Resolution of Disputed Claims*

##### 1. *Prosecution of Claims Objections*

The Debtors prior to the Effective Date, and thereafter the Reorganized Debtors, shall have the exclusive authority to file objections on or before the Claims Objection Bar Date, settle, compromise, withdraw or litigate to judgment objections to any and all Claims, regardless of whether classified or otherwise. From and after the Effective Date, the Reorganized Debtors may settle or compromise any Disputed Claim without approval of the Bankruptcy Court; provided, however that the Reorganized Debtors must receive the prior written approval of the Requisite Supporting First Lien Lenders prior to entering into any settlement or compromise of any Disputed Claim if the face amount of the Disputed Claim is in excess of one hundred thousand dollars (\$100,000.00).

##### 2. *Claims Estimation*

Before the Effective Date, the Debtors, and after the Effective Date, the Reorganized Debtors may, at any time, request that the Bankruptcy Court estimate any contingent or unliquidated Claim pursuant to section 502(c) of the Bankruptcy Code regardless of whether the Debtors or the Reorganized Debtors have previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court will retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including during the pendency of any appeal relating to any such objection. In the event that the Bankruptcy Court estimates any contingent or unliquidated Claim, that estimated amount will constitute either the Allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on such Claim, the Debtors or the Reorganized Debtors may elect to pursue any supplemental proceedings to object to any ultimate payment on such Claim. All of the aforementioned Claims and objection, estimation and resolution procedures are cumulative and not necessarily exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn or resolved by any mechanism approved by the Bankruptcy Court.

##### 3. *Payments and Distributions on Disputed Claims*

Notwithstanding any provision herein to the contrary, except as otherwise agreed by the Reorganized Debtors in their discretion, no partial payments and no partial distributions will be made with respect to a Disputed Claim until the resolution of any such disputes by settlement or Final Order. On the date or, if such date is not a Business Day, on the next successive Business Day that is 20 calendar days after the end of the calendar quarter in which a Disputed Claim becomes an Allowed Claim, the Holder of such Allowed Claim will receive all payments and distributions to which that Holder is then entitled under the Plan. Notwithstanding the foregoing, any Holder of both an Allowed Claim and a Disputed Claim in the same Class of Claims will not receive payment or distribution in satisfaction of any such Allowed Claim, except as otherwise agreed by the Reorganized Debtors in their discretion or ordered by the Bankruptcy Court, until all such Disputed Claims are resolved by settlement or Final Order. In the event that there are Claims that require adjudication or other resolution, the Debtors and Reorganized Debtors reserve the right to, or shall upon an order of the Bankruptcy Court, establish appropriate reserves for potential payment of any such Claims.

#### B. *Claims Allowance*

Except as expressly provided herein or in any order entered in the Chapter 11 Cases prior to the Effective Date (including the Confirmation Order), no Claim shall be deemed Allowed unless and until such Claim is deemed Allowed under the Plan or the Bankruptcy Code or the Bankruptcy Court has entered a Final Order (including the Confirmation Order) in the Chapter 11 Cases allowing such Claim. Except as expressly provided in the Plan or any order entered in the Chapter 11 Cases prior to the Effective Date (including the Confirmation Order), the Reorganized Debtors will have and shall retain after the Effective Date any and all rights and defenses that the Debtors had with respect to any Claim as of the Petition Date. All Claims of any Person or Entity subject to

section 502(d) of the Bankruptcy Code shall be deemed disallowed as of the Effective Date unless and until such Person or Entity pays in full the amount that it owes such Debtor or Reorganized Debtor, as the case may be.

C. *Controversy Concerning Impairment*

If a controversy arises as to whether any Claims or any Class of Claims are Impaired under the Plan, the Bankruptcy Court shall, after notice and a hearing, determine any such controversy before the Confirmation Date.

D. *Allowed Claims*

Upon entry of the Confirmation Order, the DIP Facility Claims, First Lien Claims, Second Lien Claims and Claims of Specified OEMs shall be deemed Allowed Claims.

**ARTICLE IX.**

**CONDITIONS PRECEDENT TO CONFIRMATION  
AND CONSUMMATION OF THE PLAN**

A. *Conditions Precedent to Confirmation*

It shall be a condition to Confirmation hereof that: (a) all provisions, terms and conditions of this Plan are approved in the Confirmation Order; (b) the Confirmation Order is entered no later than October 6, 2009 or such later date to which the Requisite Supporting First Lien Lenders have consented in writing after consultation with the Second Lien Lenders; and (c) the Plan, the proposed Confirmation Order and all of the Plan Documents are in form and substance acceptable to the (1) Debtors; (2) the Requisite Supporting First Lien Lenders; and (3) the Requisite Supporting Second Lien Lenders and First Lien Revolving Lender to the extent of any Adverse or Disproportionate Effect or Modification.

B. *Conditions Precedent to Consummation*

The Consummation of this Plan will not occur unless and until each of the following conditions has occurred or will occur contemporaneously with the Consummation of this Plan or waived pursuant to the provisions of Article IX.C:

1. the Confirmation Order shall have been entered, shall have become a Final Order, shall be in full force and effect, and shall be in form and substance acceptable to the: (a) Debtors; (b) Requisite Supporting First Lien Lenders; and (c) Requisite Supporting Second Lien Lenders and First Lien Revolving Lender to the extent of any Adverse or Disproportionate Effect or Modification;

2. the Debtors and the Reorganized Debtors are authorized and directed to take all actions necessary or appropriate to enter into, implement and consummate the contracts, instruments, releases, leases, indentures and other agreements or documents created in connection with or described in the Plan;

3. the provisions of the Confirmation Order are nonseverable and mutually dependent;

4. all actions, documents and agreements necessary to implement this Plan and the transactions contemplated by this Plan shall have been executed or become effective, in form and substance satisfactory to: (a) the Requisite Supporting First Lien Lenders; and (b) the Requisite Supporting Second Lien Lenders and First Lien Revolving Lender to the extent of any Adverse or Disproportionate Effect or Modification;

5. Reorganized J.L. French Automotive Castings, Inc. is authorized and directed to issue the New Common Stock and the Class 4 Warrants;

6. the OEM Consensually Modified Agreements shall have been executed and be in full force and effect;

7. the New Common Stock and the Warrants to be issued under this Plan shall have been duly authorized and, upon issuance, shall be validly issued and outstanding;

8. any alteration of any term or provision of this Plan by the Bankruptcy Court shall be acceptable to the (i) Debtors; (ii) Requisite Supporting First Lien Lenders; and (iii) Requisite Supporting Second Lien Lenders and First Lien Revolving Lender to the extent of any Adverse or Disproportionate Effect or Modification;

9. the Stockholders Agreement and the Warrant Agreements shall have been approved by the Requisite Supporting Second Lien Lenders and shall have been executed or become effective;

10. all fees, costs and expenses required to be paid under the DIP Facility, the First Lien Pledge and Security Agreement or the Plan, including without limitation those of the DIP Agent incurred under the DIP Facility and the First Lien Term Agent incurred under the First Lien Pledge and Security Agreement shall have been paid;

11. all fees, costs and expenses required to be paid under the Second Lien Pledge and Security Agreement, including without limitation, those of the Second Lien Term Agent shall have been paid, provided that Second Lien Professional Fees are subject to the Second Lien Fee Cap;

12. either (a) the Third Party Exit Credit Documents shall have been executed and delivered and all conditions precedent thereto shall have been satisfied or (ii) the DIP Facility Exit Credit Documents in the form approved by the DIP Agent and the requisite threshold of the DIP Lenders (as set forth in the DIP Facility Exit Credit Documents) and the Debtors, shall have been executed and delivered and all conditions precedent thereto shall have been satisfied;

13. all documents and agreements necessary to implement the Plan shall have been, as applicable to each such document and agreement: (a) tendered for delivery; (b) all conditions precedent thereto shall have been satisfied; and (c) shall have been effected or executed; which documents and agreements shall include, but not be limited to:

(a) the New Organizational Documents and all documents provided for therein or contemplated thereby; and

(b) the Management Incentive Program, if approved and authorized by the New Board.

14. The New Board shall have been appointed; and

15. The articles of incorporation and/or certificates of formation of the Reorganized Debtors shall have been filed with the applicable authority of their respective jurisdiction of incorporation and/or formation in accordance with such jurisdiction's applicable laws.

C. *Waiver of Conditions*

The Debtors may, in their discretion, at any time, waive any of the conditions to Confirmation of the Plan and to Consummation of the Plan set forth in this Article IX without notice, leave or order of the Bankruptcy Court or any formal action other than proceeding to confirm or consummate the Plan; *provided, however*, that the Debtors may not waive any of the conditions to Confirmation of the Plan and to Consummation of the Plan set forth in this Article IX without the prior written consent of the: (A) Requisite Supporting First Lien Lenders; and (B) Requisite Supporting Second Lien Lenders and First Lien Revolving Lender to the extent of any Adverse or Disproportionate Effect or Modification.

D. *Effect of Non-Occurrence of Conditions to Consummation*

Unless extended by the mutual agreement of the Debtors and the Requisite Supporting First Lien Lenders after consultation with the Requisite Supporting Second Lien Lenders, in the event the conditions specified in Article IX(b) of this Plan have not been satisfied or waived in accordance with Article IX of this Plan by October 23, 2009: (i) the Confirmation Order will be vacated; (ii) no distributions under this Plan will be made; (iii) the Debtors and all holders of Claims and Equity Interests will be restored to the *status quo ante* as of the day immediately preceding the Confirmation Date as though the Confirmation Date had never occurred; and (iv) all the Debtors' obligations with respect to the Claims and Equity Interests will remain unchanged and nothing contained in this Plan will be deemed to constitute a waiver or release of any Claims or claims by or against the Debtors or any

other entity or to prejudice in any manner the rights of the Debtors or any other Entity in any proceedings further involving the Debtors.

## ARTICLE X.

### RELEASE, INJUNCTIVE AND RELATED PROVISIONS

#### A. *Compromise and Settlement*

The allowance, classification and treatment of all Allowed Claims and Equity Interests hereunder take into account and conform to the relative priority and rights of the Claims and Equity Interests in each Class in connection with any contractual, legal and equitable rights relating thereto. In addition, the allowance, classification and treatment of Allowed Claims take into account any Causes of Action, Claims or counterclaims, whether under the Bankruptcy Code or otherwise under applicable law, that may exist: (a) between the Debtors, on the one hand, and the Releasing Parties, on the other; and (b) as between the Releasing Parties. As of the Effective Date, any and all such Causes of Action, Claims and counterclaims referenced in (a) and (b) in the immediately preceding sentence are settled, compromised and released pursuant hereto. The Confirmation Order shall approve all such releases of Causes of Action, Claims and counterclaims against each such Releasing Party that are satisfied, compromised and settled pursuant hereto. Nothing in this Article X.A, however, shall compromise or settle in any way whatsoever any Causes of Action that the Debtors or the Reorganized Debtors may have against the Non-Released Parties.

#### B. *Releases by the Debtors*

On the Effective Date and effective as of the Effective Date, for the good and valuable consideration provided by each of the Debtor Releasees, including, but not limited to (a) the discharge of debt and all other good and valuable consideration paid pursuant to the Plan or otherwise and (b) the services of the Debtors' present and former officers and directors in facilitating the expeditious implementation of the restructuring contemplated by the Plan, and in view of the indemnification pursuant to Article X.E of the Plan of Debtors' former officers and directors as Indemnified Parties, each of the Debtors shall provide a full discharge and release to the Debtor Releasees (and each such Debtor Releasee so released shall be deemed released and discharged by the Debtors) and each such Debtor Releasee's respective properties from any and all claims, Causes of Action and any other debts, obligations, rights, suits, damages, actions, Causes of Action, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, existing as of the Effective Date or thereafter arising, in law, at equity, whether for tort, fraud, contract, violations of federal or state securities laws, or otherwise, based in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way to the Debtors, including, without limitation, those that any of the Debtors or the Reorganized Debtors would have been legally entitled to assert (whether individually or collectively) or that any Holder of a Claim or Equity Interest or other Person or Entity would have been legally entitled to assert for or on behalf of any of the Debtors or any of their Estates and further including those in any way related to the Chapter 11 Cases or the Plan; provided, however, that the foregoing Debtor Release shall not operate to waive or release any Causes of Action expressly set forth in and preserved by the Plan or Plan Supplement; and provided, further, however, that the foregoing Debtor Release shall not operate to waive or release the Debtors or the Reorganized Debtors from their obligations under this Plan or the Confirmation Order.

Notwithstanding anything contained in the Plan to the contrary, the Debtors shall not have released nor be deemed to have released by operation of this Article X.B. or otherwise any claims or Causes of Action that they or the Reorganized Debtors may have now or in the future against the Non-Released Parties.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Fed.R.Bankr.P. 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (a) in exchange for good and valuable consideration provided by the Debtor Releasees, representing good faith settlement and compromise of the claims released by the Debtor Release; (b) in the best interests of the Debtors and all Holders of Claims; (c) fair, equitable, and reasonable; (d) approved after due notice and opportunity for hearing; and (e) a bar to the Debtors or Reorganized Debtors asserting any Claim released by the Debtor Release against any of the Debtor Releasees or their respective property.

C. *Third Party Release*

On the Effective Date and effective as of the Effective Date, the Releasing Parties shall provide a full discharge and release (and each Person or Entity so released shall be deemed released by the Releasing Parties) to the Third Party Releasees and their respective property from any and all Claims, Causes of Action and any other debts, obligations, rights, suits, damages, actions, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, existing as of the Effective Date or thereafter arising, in law, at equity, whether for tort, fraud, contract, violations of federal or state securities laws, or otherwise, based in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way to the Debtors, including those in any way related to the Chapter 11 Cases or the Plan; provided, however, that the foregoing Third Party Release shall not operate to waive or release any of the Third Party Releasees from any Causes of Action expressly set forth in and preserved by the Plan or Plan Supplement; and provided, further, however, that the foregoing Third Party Release shall not operate to waive or release the Debtors or the Reorganized Debtors from their obligations under this Plan or the Confirmation Order.

The Third Party Release shall have no effect on the Claims of Third Party Releasees treated under the Plan, to the extent of allowance of Claims and satisfaction of Claims pursuant to the Plan.

Notwithstanding anything contained in the Plan to the contrary, the Releasing Parties shall not have released nor deemed to have released by operation of this Article X.C. or otherwise any claims or Causes of Action that they, the Debtors or the Reorganized Debtors may have now or in the future against the Non-Released Parties.

Notwithstanding anything contained in the Plan to the contrary, none of the First Lien Agents and Second Lien Agents or their respective predecessors in interest shall be deemed to have waived any exculpatory protections or any rights to indemnification or reimbursement from any First Lien Lenders or Second Lien Lenders, in each case to the extent provided in the First Lien Documents or Second Lien Documents, as the case may be.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval pursuant to Fed.R.Bankr.P. 9019 of the Third Party Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Third Party Release is: (a) in exchange for good and valuable consideration provided by the Third Party Releasees, representing good faith settlement and compromise of the claims released by the Third Party Release; (b) in the best interests of the Debtors and all Holders of Claims; (c) fair, equitable, and reasonable; (d) approved after due notice and opportunity for hearing; and (e) a bar to any of the Releasing Parties asserting any claim released by the Third Party Release against any of the Third Party Releasees or their property.

D. *Exculpation*

The Exculpated Parties shall neither have nor incur any liability to any Person or Entity for any prepetition or postpetition act taken or omitted to be taken in connection with or related to formulating, negotiating, preparing, disseminating, implementing or administering the Plan, the Plan Documents, the Plan Supplement, the Disclosure Statement, the New Organizational Documents or any contract, instrument, release or other agreement or document created or entered into in connection with the Plan, or any other prepetition or postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors or confirming or consummating the Plan; provided, however, that the foregoing provisions of this Article X.D shall have no effect on the liability of any Person or Entity that results from any such act or omission that is determined in a Final Order to have constituted gross negligence or willful misconduct; provided further, that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning its duties pursuant to, or in connection with, the above referenced documents; provided still further, that the foregoing Exculpation shall not apply to any Causes of Action expressly set forth in and preserved by the Plan or Plan Supplement.

Notwithstanding anything contained in the Plan to the contrary, the Exculpated Parties shall not include the Non-Released Parties, and the Plan shall not exculpate nor be deemed to have exculpated any of the Non-Released Parties for any acts they have taken, whether in contemplation of the restructuring of the Debtors, in confirming or consummating the Plan, or otherwise.

E. *Indemnification*

On the Effective Date and effective as of the Effective Date, the Reorganized Debtors shall jointly and severally indemnify and hold harmless, except as otherwise provided herein or in the Plan Supplement, each of the Indemnified Parties for all costs, expenses, loss, damage or liability incurred by any such parties arising from or related in any way to any and all Claims, Causes of Action and any other debts, obligations, rights, suits, damages, actions, Causes of Action, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, existing as of the Effective Date or thereafter arising, in law, at equity, whether for tort, fraud, contract, violations of federal or state securities laws, or otherwise, based in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way to the Debtors, including, without limitation, those arising from or related in any way to: (a) any acquisition by any such party of any indebtedness of the Debtors; (b) any action or omission of any such party with respect to any such indebtedness of the Debtors (including without limitation any action or omission of any such party with respect to the acquisition, holding, voting or disposition of any such investment); (c) any action or omission of any such party in such party's capacity as an officer, director, employee or agent of, or advisor to any Debtor; (d) any disclosure made or not made by any Person or Entity to any current or former Holder of any such indebtedness of the Debtors; (e) any consideration paid to any such party by any of the Debtors in respect of any investment by any such party in any indebtedness of the Debtors or in respect of any services provided by any such party to any Debtor; and (f) any action taken or not taken in connection with the New Organizational Documents, the Chapter 11 Cases, or the Plan. In the event that any such party becomes involved in any action, proceeding or investigation brought by or against any Person or Entity, as a result of matters to which the foregoing indemnity may relate, the Reorganized Debtors will promptly reimburse any such party for its reasonable legal and other expenses (including the cost of any investigation and preparation) incurred in connection therewith as such expenses are incurred and after a request for indemnification is made in writing, with reasonable documentation in support thereof; provided, however, that, notwithstanding anything herein to the contrary, the Plan shall not indemnify nor be deemed to have indemnified (i) any of the Non-Released Parties or (ii) any Person or Entity for any act that results from any such act or omission that is determined in a Final Order to have constituted gross negligence or willful misconduct.

F. *Deemed Consent*

By voting to accept this Plan or accepting any distribution directly under this Plan, each holder of a Claim will be deemed to the fullest extent permitted by applicable law to have specifically consented to the releases, injunctions and exculpations set forth in this Article X.

G. *No Waiver*

The releases and discharges of claims and parties, the compromises and settlements, and the exculpations and indemnifications set forth in this Plan do not limit, abridge, or otherwise affect the rights of the Reorganized Debtors to enforce, sue on, settle, or compromise the rights, claims and other matters retained by the Reorganized Debtors pursuant to this Plan.

H. *Preservation of Rights of Action; Reservation of Rights*

1. *Maintenance of Causes of Action*

Except as otherwise provided pursuant to this Plan or the Confirmation Order, or any other order of the Bankruptcy Court, or in any contract, instrument, release, indenture or other agreement entered into in connection with this Plan, and except with respect to the Third Party Releasees, in accordance with section 1123(b) of the Bankruptcy Code, the Reorganized Debtors will reserve and retain and may enforce, sue on, settle, compromise, transfer or assign (or decline to do any of the foregoing) all rights, claims, causes of action, rights of set off, suits, proceedings or other legal or equitable defenses accruing to the Debtors or their estates pursuant to the Bankruptcy Code or pursuant to any statute or legal theory, including without limitation, any avoidance or recovery actions and, to the extent permissible under applicable non-bankruptcy law, any suits or proceedings for recovery under any policies of insurance issued to or on behalf of the Debtors or any judgment obtained on behalf of any of the Debtors. Except as otherwise expressly set forth in this Plan (including the limitation on the reservation of avoidance and recovery actions set forth in the immediately preceding sentence), nothing contained in this Plan or the Confirmation Order will be deemed to be a waiver or the relinquishment of any right or Causes of Action that the Debtors or the

Reorganized Debtors may have or which the Debtors or the Reorganized Debtors may choose to assert on behalf of their respective estates under any provision of the Bankruptcy Code or any applicable non-bankruptcy law, including without limitation, (i) any and all Claims against any Person, to the extent such Person asserts a cross-claim, counterclaim and/or Claim for setoff which seeks affirmative relief against any of the Debtors, the Reorganized Debtors, their officers, directors or representatives and (ii) the turnover of any property of any of the Debtors' or the Reorganized Debtors' estates. This Plan provides that the Reorganized Debtors will be deemed the appointed representative to, and may pursue, litigate, compromise, settle, transfer or assign any such rights, claims, causes of action, suits or proceedings as appropriate, in accordance with the best interests of the Debtors, their Estates or the Reorganized Debtors or their respective successors who hold such rights.

Except as otherwise provided in the Plan or Confirmation Order, in accordance with section 1123(b)(3) of the Bankruptcy Code, any rights or Causes of Action that the Debtors may hold against any Entity shall vest upon the Effective Date in the Reorganized Debtors. The Reorganized Debtors, through their authorized agents and representatives, shall retain and may exclusively enforce any and all such rights and Causes of Action. After the Effective Date, upon the consent of the Requisite Supporting First Lien Lenders the Reorganized Debtors shall have the exclusive right, authority, and discretion to institute, prosecute, abandon, settle, or compromise any and all such rights and Causes of Action, without the consent or approval of any third party and without any further order of the Bankruptcy Court.

2. Preservation of All Causes of Action Not Expressly Settled or Released

Unless a Claim or Cause of Action against a Holder or other Person or Entity is expressly waived, relinquished, released, compromised or settled in the Plan or any Final Order (including the Confirmation Order), the Debtors expressly reserve such Claim or Cause of Action for later prosecution by the Debtors or the Reorganized Debtors (including, without limitation, claims and Causes of Action not specifically identified or of which the Debtors may presently be unaware or which may arise or exist by reason of additional facts or circumstances unknown to the Debtors at this time or facts or circumstances which may change or be different from those the Debtors now believe to exist) and, therefore, no preclusion doctrine, including, without limitation, the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion, waiver, estoppel (judicial, equitable or otherwise) or laches shall apply to such claims or Causes of Action upon or after the Confirmation or Consummation of the Plan based on the Disclosure Statement, the Plan or the Confirmation Order, except where such claims or Causes of Action have been released in the Plan (including, without limitation, and for the avoidance of doubt, the Debtor Release contained in Article X.B) or any other Final Order (including the Confirmation Order). In addition, the Debtors and Reorganized Debtors expressly reserve the right to pursue or adopt any claims alleged in any lawsuit in which the Debtors are a defendant or an interested party, against any Person or Entity, including, without limitation, the plaintiffs or co-defendants in such lawsuits.

Any Person or Entity to whom the Debtors have incurred an obligation (whether on account of services, purchase or sale of goods or otherwise), or who has received services from the Debtors or a transfer of money or property of the Debtors, or who has transacted business with the Debtors, or leased equipment or property from the Debtors should assume that any such obligation, transfer, or transaction may be reviewed by the Reorganized Debtors subsequent to the Effective Date and may be the subject of an action after the Effective Date, regardless of whether: (i) such Person or Entity has filed a proof of claim against the Debtors in the Chapter 11 Cases; (ii) the Debtors or Reorganized Debtors have objected to any such Person's or Entity's proof of claim; (iii) any such Person's or Entity's Claim was included in the Schedules; (iv) the Debtors or Reorganized Debtors have objected to any such Person's or Entity's scheduled claim; or (v) any such Person's or Entity's scheduled claim has been identified by the Debtors or Reorganized Debtors as disputed, contingent, or unliquidated.

I. Discharge of Claims and Termination of Equity Interests

Irrespective of any prior orders of this or any other court of competent jurisdiction, on the Effective Date, and effective as of the Effective Date: (a) the rights afforded in the Plan and the treatment of all Claims and Equity Interests herein shall be in exchange for and in complete satisfaction, discharge and release of all Claims and Equity Interests of any nature whatsoever, including any interest accrued on such Claims from and after the Petition Date, against the Debtors and Debtors-in-Possession, or any of their assets, property or Estates; (b) the Plan shall bind all Holders of Claims and Equity Interests, regardless of whether any such Holders failed to vote to accept or reject the Plan or voted to reject the Plan; and (c) all Claims against and Equity Interests in the Debtors and

Debtors-in-Possession shall be satisfied, discharged and released in full, and the Debtors' liability with respect thereto shall be extinguished completely; provided, however, that nothing in this Plan shall (a) discharge any environmental liabilities of the Debtors, or Reorganized Debtors, as the case may be, first arising on or after the Confirmation Date or that is not otherwise a claim within the meaning of section 101(5) of the Bankruptcy Code or preclude a governmental entity from asserting any such liabilities against the Reorganized Debtors, (b) discharge any liability to a governmental entity under applicable environmental laws that a Reorganized Debtor or any other Person or Entity may have as the owner or operator of real property on and after the Confirmation Date, (c) discharge any environmental liability to the United States on the part of any Persons other than the Debtors and Reorganized Debtors, or (d) waive or release any claims or defenses of the Debtors or Reorganized Debtors with respect to any of the foregoing under applicable non-bankruptcy law.

#### **J. Injunction**

1. Except as otherwise expressly provided for in the Plan or in obligations issued pursuant to the Plan, from and after the Effective Date, all Persons and Entities shall be precluded from asserting against the Debtors, the Debtors-in-Possession, the Debtors' Estates, the Reorganized Debtors, their successors and assigns, and their assets and properties, any Claims or Equity Interests based upon any documents, instruments, or any act or omission, transaction or other activity of any kind or nature that occurred prior to the Effective Date.

2. Except as otherwise expressly provided for in the Plan or in obligations issued pursuant to the Plan, all Persons and Entities are permanently enjoined, on and after the Effective Date, on account of any Claim or Equity Interest satisfied and released hereby, from:

(a) commencing or continuing in any manner any action or other proceeding of any kind against any Debtor or any Reorganized Debtor, their successors and assigns, and their assets and properties;

(b) enforcing, attaching, collecting or recovering by any manner or means any judgment, award, decree or order against any Debtor or any Reorganized Debtor, their successors and assigns, and their assets and properties;

(c) creating, perfecting, or enforcing any encumbrance of any kind against any Debtor or any Reorganized Debtor or the property or estate of any Debtor or any Reorganized Debtor;

(d) asserting any right of setoff, subrogation or recoupment of any kind against any obligation due from any Debtor or any Reorganized Debtor or against the property or estate of any the Debtor or any of Reorganized Debtor, except to the extent a right to setoff, recoupment or subrogation is asserted with respect to a timely filed proof of claim; or

For the avoidance of doubt, nothing in the Plan, the Plan Supplement or the Confirmation Order is intended, or shall, enjoin or otherwise prohibit or limit any Specified OEM from enforcing in this or in any other court of competent jurisdiction any rights under any purchase order or other agreement to which it is a party.

### **ARTICLE XI.**

#### **RETENTION OF JURISDICTION**

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court shall, after the Effective Date, retain such jurisdiction over the Chapter 11 Cases and all Persons and Entities with respect to all matters related to the Chapter 11 Cases, the Debtors and the Plan as legally permissible, including, but not limited to, jurisdiction to:



1. To hear and determine all matters with respect to the assumption or rejection of executory contracts, resolution of disputes pertaining to cure payment amounts and the allowance of the Claims resulting therefrom;
2. To hear and determine any application to modify this Plan in accordance with section 1127 of the Bankruptcy Code, to remedy any defect or omission or reconcile any inconsistency in this Plan or any order of the Bankruptcy Court, including the Confirmation Order, in such a manner as may be necessary to carry out the purposes and effects thereof;
3. To hear and determine any application under sections§ 327, 328, 330, 331, 503(b), 1103 or 1129(a)(4) of the Bankruptcy Code for awards of compensation for services rendered and reimbursement of expenses incurred by professionals prior to the Effective Date, provided, however, that from and after the Effective Date, the payment of fees and expenses incurred from and after the Effective Date of the retained professionals of the Reorganized Debtors shall be made in the ordinary course of business and shall not be subject to the approval of the Bankruptcy Court;
4. To hear and determine any dispute or reconcile any inconsistency arising in connection with this Plan, any of the Plan Documents or the Confirmation Order or the interpretation, implementation or enforcement of this Plan, any of the Plan Documents, the Confirmation Order, any transaction or payment contemplated hereby or any agreement, instrument or other document governing or relating to any of the foregoing;
5. To hear and determine any matter concerning state, local and federal taxes in accordance with §§ 346, 505 and 1146 of the Bankruptcy Code;
6. To hear and determine any other matters related hereto and not inconsistent with the Bankruptcy Code and Title 28 of the United States Code;
7. To hear and determine any rights, claims or causes of action held by or accruing to the Debtors or the Reorganized Debtors pursuant to the Bankruptcy Code;
8. To hear and determine any dispute arising out of, and to enforce, the order approving alternative dispute resolution procedures to resolve personal injury, employment litigation and similar claims pursuant to § 105(a) of the Bankruptcy Code;
9. To issue injunctions, enter and implement other orders, and take such other actions as may be necessary or appropriate to restrain interference by any Person with the consummation, implementation or enforcement of this Plan, the Confirmation Order or any other order of the Bankruptcy Court;
10. To take any action, and issue such orders as may be necessary or appropriate, to construe, enforce, implement, execute and consummate this Plan or to maintain the integrity of this Plan following consummation;
11. To take any action to ensure that all distributions are accomplished as provided herein;
12. To allow, disallow, determine, liquidate, classify, estimate or establish the priority or secured or unsecured status of any Claim, Administrative Expense Claim or Equity Interest;
13. To decide or resolve any motions, adversary proceedings, contested or litigated matters and any other matters and grant or deny any applications involving a Debtor that may be pending on the Effective Date or instituted by the Reorganized Debtors after the Effective Date, provided, however, that the Reorganized Debtors shall reserve the right to commence actions in all appropriate jurisdictions;
14. To enter such orders as may be necessary or appropriate to implement or consummate the provisions of the Plan, the New Organizational Documents and all other contracts, instruments, releases, indentures and other agreements or documents adopted in connection with the Plan, Plan Supplement or the Disclosure Statement;

15. To resolve any cases, controversies, suits or disputes that may arise in connection with the Consummation, interpretation or enforcement of the Plan or any Person's or Entity's obligations incurred in connection with the Plan;

16. To resolve any cases, controversies, suits or disputes with respect to the releases, injunction and other provisions contained in Article X, and enter such orders as may be necessary or appropriate to implement or enforce all such releases, injunctions and other provisions;

17. To enter, implement or enforce such orders as may be necessary or appropriate in the event the Confirmation Order is for any reason stayed, reversed, revoked, modified or vacated;

18. To take any action to recover all assets of the Debtors and property of the Debtors' estates wherever located;

19. To enter a final decree closing the Debtors' Reorganization Cases;

20. To hear and determine any motion, adversary proceeding, application, contested matter and other litigated matter pending on or commenced after the Confirmation Date;

21. To enforce all orders, judgments, injunctions, releases, exculpations, indemnifications, and rulings entered in connection with the Debtors' Reorganization Cases with respect to any Person;

22. To hear and determine all disputes involving the existence, nature or scope of the Debtors' discharge; and

23. To hear and determine any other matter that may arise in connection with or is related to this Plan, the Disclosure Statement, the Confirmation Order, any of the Plan Documents or any other contract, instrument, release or other agreement or document related to this Plan or the Disclosure Statement.

## ARTICLE XII.

### MISCELLANEOUS PROVISIONS

#### A. *Definition of "Adverse or Disproportionate Effect or Modification"*

For the purposes of this Plan, all references to the phrase "Adverse or Disproportionate Effect or Modification" means:

(a) with respect to the requirement that the written consent of the Requisite Supporting Second Lien Lenders be obtained, written consent is required if the referenced document or Plan or Confirmation Order provision, including any releases, (i) adversely modifies the treatment of the Second Lien Claims from the treatment set forth in the Initial Plan, or (ii) has a disproportionate adverse effect on the holders of Second Lien Claims vis-à-vis the holders of First Lien Claims in their respective capacities as such (other than the Stockholders Agreement and the Warrant Agreements, which shall be satisfactory to the Requisite Supporting Second Lien Lenders in all respects), provided however that no amendment, modification or supplement to this Plan shall be deemed to adversely modify or alter the treatment of the Second Lien Claims so long as such amendment, modification or supplement does not modify the percentage of, or the terms of, the New Common Stock and Warrants (and the New Common Stock issued upon exercise thereof) to be issued to the holders of Second Lien Claims under the Plan (it being understood that any modification that results in the First Lien Term Lenders, but not the Second Lien Lenders, receiving debt claims against the Reorganized Debtors on account of their First Lien Term Claims would have a disproportionate adverse effect on holders of Second Lien Claims vis-à-vis the holders of First Lien Claims); and

(b) with respect to the requirement that the written consent of the First Lien Revolving Lender be obtained, written consent is required if the referenced document or Plan or Confirmation Order provision, including any releases: (i) adversely modifies the treatment of the First Lien Revolving Claims from the treatment set forth in the Initial Plan; (ii) has a disproportionate adverse effect on the holders of the First Lien Revolving Claims vis-à-vis the holders of First Lien Term Claims in their respective capacities as such (it being understood that any modification that results in the First Lien Term Lenders receiving (x) debt claims against the Reorganized Debtors on account of

their First Lien Term Claims or (y) equity interests in the Reorganized Debtors on account of their First Lien Term Claims, which equity interests require any payment of cash prior to payment in full of the CapitalSource Exit Secured Note, would have a disproportionate adverse effect on the holders of First Lien Revolving Claims vis-à-vis the holders of First Lien Term Claims); or (iii) has a disproportionate adverse effect on the holders of First Lien Revolving Claims vis-à-vis the holders of Second Lien Claims (including, without limitation, any difference in the terms of the releases in such plan that has a disproportionate adverse effect on holders of First Lien Revolving Claims vis-à-vis the holders of Second Lien Claims (as compared to the Initial Plan)).

**B. *Effectuating Documents, Further Transactions and Corporate Action***

The Debtors and the Reorganized Debtors are authorized to execute, deliver, file or record such contracts, instruments, releases and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement and further evidence the terms and conditions of this Plan, the Plan Documents and the securities issued pursuant hereto.

Prior to, on or after the Effective Date (as appropriate), all matters provided for hereunder that would otherwise require approval of the shareholders or directors of the Debtors or the Reorganized Debtors shall be deemed to have been so approved and shall be in effect prior to, on or after the Effective Date (as appropriate) pursuant to the applicable general corporation law of the state of Delaware without any requirement of further action by the shareholders, directors, managers or partners of the Debtors or the Reorganized Debtors.

**C. *Payment of Statutory Fees***

On the Effective Date, and thereafter as may be required, the Reorganized Debtors shall pay all fees required to be paid pursuant to section 1930 of title 28 of the United States Code. The Reorganized Debtors shall continue to file all required reports and pay all fees required to be paid pursuant to 28 U.S.C. § 1930 for each chapter 11 entity until the cases are closed, converted or dismissed.

**D. *Professional Fee Claims***

All final requests for Professional Fee Claims must be filed with the Court not later than forty-five (45) days after the Effective Date. Objections to the applications of such professionals or other entities for compensation or reimbursement of expenses must be filed and served on the Debtors and their counsel and the requesting professional or other entity not later than two (2) weeks prior to the hearing date of the applications.

**E. *Modification of Plan***

Subject to the limitations contained in the Plan and Consent Agreement: (a) the Debtors reserve the right, in accordance with the Bankruptcy Code and the Bankruptcy Rules, to amend or modify the Plan prior to the entry of the Confirmation Order; and (b) after the entry of the Confirmation Order, the Debtors or the Reorganized Debtors, as the case may be, may, upon order of the Bankruptcy Court, amend or modify the Plan, in accordance with section 1127(b) of the Bankruptcy Code, or remedy any defect or omission or reconcile any inconsistency in the Plan in such manner as may be necessary to carry out the purpose and intent of the Plan; *provided, however*, any amendment or modification contemplated by either clause (a) or clause (b) above will require the prior written consent of the: (a) Requisite Supporting First Lien Lenders; and (b) Requisite Supporting Second Lien Lenders and First Lien Revolving Lender to the extent of any Adverse or Disproportionate Effect or Modification.

**F. *Corrective Action***

Subject to the limitations and consent rights set forth in Section D of this Article XII above, prior to the Effective Date, upon the prior written consent of the Requisite Supporting First Lien Lenders, the Debtors may make appropriate technical adjustments and modifications to this Plan without further order or approval of the Bankruptcy Court, provided that such technical adjustments and modifications do not adversely affect in a material way the treatment of holders of Claims and Equity Interests.

G. *Revocation of Plan*

Subject to the limitations contained in the Consent Agreement and obtaining the written consent of the Requisite Supporting First Lien Lenders after consultation with the Requisite Supporting Second Lien Lenders, the Debtors reserve the right to revoke or withdraw the Plan prior to the Confirmation Date and to file subsequent plans of reorganization. If the Debtors revoke or withdraw the Plan, or if Confirmation or Consummation does not occur, then: (a) the Plan and the Consent Agreement shall be null and void in all respects; (b) any settlement or compromise embodied in the Plan, assumption or rejection of executory contracts or leases effected by the Plan, and any document or agreement executed pursuant hereto shall be deemed null and void; and (c) nothing contained in the Plan shall: (i) constitute a waiver or release of any claims by or against, or any Equity Interests in, such Debtor or any other Person or Entity; (ii) prejudice in any manner the rights of the Debtors or any other Person or Entity ; or (iii) constitute an admission of any sort by the Debtors or any other Person or Entity.

H. *Substantial Consummation*

On the Effective Date, this Plan shall be deemed to be substantially consummated under sections 1101 and 1127(b) of the Bankruptcy Code.

I. *Successors and Assigns*

The rights, benefits and obligations of any Person or Entity named or referred to herein shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor or assign of such Person or Entity.

J. *Reservation of Rights*

Except as expressly set forth herein, the Plan shall have no force or effect unless and until the Bankruptcy Court enters the Confirmation Order. Neither the filing of the Plan, any statement or provision contained herein, nor the taking of any action by a Debtor or any Person with respect to the Plan shall be or shall be deemed to be an admission or waiver of any rights of: (a) any Debtor with respect to the Holders of Claims or Equity Interests or other parties-in-interest; or (b) any Holder of a Claim or other party-in-interest prior to the Effective Date.

K. *Section 1145 Exemption*

The Distribution Shares and the Warrants (and the New Common Stock issued upon exercise thereof), each as issued pursuant to the Plan, are exempt from registration under the Securities Act to the maximum extent permitted by section 1145 of the Bankruptcy Code and other applicable law.

Any shares of New Common Stock issued pursuant to the Management Incentive Program will be exempt from registration under the Securities Act by virtue of section 4(2) thereof or Regulation D promulgated thereunder.

L. *Section 1146 Exemption*

Pursuant to section 1146(a) of the Bankruptcy Code, any transfers of property pursuant hereto shall not be subject to any stamp tax or other similar tax or governmental assessment in the United States, and the Confirmation Order shall direct the appropriate state or local governmental officials or agents to forego the collection of any such tax or governmental assessment and to accept for filing and recordation instruments or other documents pursuant to such transfers of property without the payment of any such tax or governmental assessment.

M. *Further Assurances*

The Debtors, Reorganized Debtors, all Holders of Claims receiving distributions hereunder and all other parties-in-interest shall, from time to time, prepare, execute and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan or the Confirmation Order.

N. *Service of Documents*

Any pleading, notice or other document required by the Plan to be served on or delivered to the Debtors or Reorganized Debtors shall be sent by first class U.S. mail, postage prepaid to:

J.L. French Automotive Castings, Inc.  
P.O. Box 1024  
Sheboygan, Wisconsin 53082-1024  
Attn: Thomas Musgrave and Steve Boyack

with a copy to:

Milbank Tweed Hadley & McCloy LLP  
601 S. Figueroa St., 30<sup>th</sup> Floor  
Los Angeles, California 90068  
Attn: Gregory Bray, Esq., and Fred Neufeld Esq.

-and-

with a copy to counsel for the DIP Agent and First Lien Term Agent:

Latham & Watkins LLP  
233 S. Wacker Drive, Suite 5800  
Chicago, Illinois 60606  
Attn: Richard Levy, Esq.

with a copy to counsel for the Second Lien Agents:

Bracewell & Giuliani LLP  
1177 Avenue of the Americas  
New York, New York 10036  
Attn: Robb Tretter, Esq. and Jennifer Feldsher, Esq.

with a copy to counsel for the First Lien Revolver Agent:

Hahn and Hessen LLP  
488 Madison Avenue  
New York, New York 10022  
Attn: Gilbert Backenroth, Esq.

O. *Filing of Additional Documents*

On or before the Effective Date, the Debtors may file with the Bankruptcy Court all agreements and other documents that may be necessary or appropriate to effectuate and further evidence the terms and conditions hereof.

P. *Modification of Exhibits*

The Debtors explicitly reserve the right to modify or make additions to or subtractions from any schedule to this Plan or the Disclosure Statement and to modify any exhibit to this Plan or the Disclosure Statement prior to the Plan Objection Deadline, subject to the necessary creditor consents provided for in this Plan.

Q. *Governing Law*

Except to the extent that the Bankruptcy Code or Bankruptcy Rules apply, and subject to the provisions of any contract, instrument, release, indenture or other agreement or document entered into in connection herewith, the rights and obligations arising hereunder shall be governed by, and construed and enforced in accordance with, the laws of the state of Delaware, without giving effect to the principles of conflict of laws thereof.

R. *Time*

In computing any period of time prescribed or allowed by this Plan, unless otherwise set forth herein or determined by the Bankruptcy Court, the provisions of Bankruptcy Rule 9006 shall apply. With regard to all dates and periods of time set forth or referred to in this Plan, time is of the essence.

S. *Section Headings*

The section headings and other captions contained in this Plan are for reference purposes only and shall not affect in any way the meaning or interpretation of this Plan.

Dated: August 17, 2009

J.L. French Automotive Castings, Inc.

By: Thomas Musgrave  
Its: Chief Executive Officer

Nelson Metal Products LLC

By: Thomas Musgrave  
Its: Chief Executive Officer

Allotech International LLC

By: Thomas Musgrave  
Its: Chief Executive Officer

J.L. French Automotive, LLC

By: Thomas Musgrave  
Its: Chief Executive Officer

French Holdings LLC

By: Thomas Musgrave  
Its: Chief Executive Officer

J.L. French LLC

By: Thomas Musgrave  
Its: Chief Executive Officer

Central Die, LLC

By: Thomas Musgrave  
Its: Chief Executive Officer