EXHIBIT A

J.L. FRENCH AUTOMOTIVE CASTINGS, INC.
STOCKHOLDERS' AGREEMENT

THIS STOCKHOLDERS' AGREEMENT (this "Agreement") is made as of September [_], 2009, by and among J.L. French Automotive Castings, Inc., a Delaware corporation, as reorganized pursuant to the Plan (as defined below) (the "Company"), and each of the holders of the shares of the Company's capital stock signatory hereto (together with any other Person who hereafter becomes party to this Agreement pursuant to the provisions hereof, each, individually, a "Stockholder" and, collectively, the "Stockholders").

RECITALS

WHEREAS, the First Lien Term Lenders held senior debt (the "First Lien Debt") of J.L. French Automotive Castings, Inc., as pre-petition debtor and debtor-in-possession (the "Pre-Petition Company"), pursuant to that certain Amended and Restated First Lien Credit and Guaranty Agreement, dated as of May 14, 2007, as amended and restated as of July 12, 2009, by and among the Company, as borrower, certain subsidiaries of the Company, as Guarantors, Wilmington Trust FSB, as successor to Goldman Sachs Credit Partners, L.P., acting on behalf of itself as a lender and other lenders signatory thereto as Term Loan Administrative Agent, and as successor to CapitalSource Finance LLC as Collateral Agent, CapitalSource Finance LLC, acting on behalf of itself as a lender and other lenders signatory thereto as Revolving Loan Administrative Agent, and other lenders signatory thereto (the "First Lien Credit Agreement");

WHEREAS, the Second Lien Lenders held senior debt (the "Second Lien Debt" and together with the First Lien Debt, the "Pre-Petition Debt") of the Pre-Petition Company, pursuant to that certain Amended and Restated Second Lien Credit and Guaranty Agreement, dated as of May 14, 2007, as amended and restated as of July 12, 2009, by and among the Company, as borrower, certain subsidiaries of the Company, as guarantors, the Bank of New York (as successor to Goldman Sachs Credit Partners L.P.), as Administrative Agent, Goldman Sachs Credit Partners L.P., as Collateral Agent, and the Second Lien Lenders (the "Second Lien Credit Agreement");

WHEREAS, on July 13, 2009, the Pre-Petition Company and certain of its subsidiaries commenced bankruptcy cases under chapter 11 of the United States Bankruptcy Code, and on September **[3]**, 2009, the Bankruptcy Court for the District of Delaware entered an order confirming a joint plan of reorganization of the Pre-Petition Company and its debtor subsidiaries (the "Plan");

WHEREAS, pursuant to the Plan, as consideration for exchanging certain of the Pre-Petition Debt obligations, the Company has issued to the Lenders (as defined below) and/or their Affiliates an aggregate of [_____] shares of Common Stock, par value $0.01 per share, of Company (the "Common Stock") and the Second Lien Warrants (as defined below); and

WHEREAS, in connection with the restructuring transactions described above, the Plan requires that the Stockholders enter into, and the Stockholders have agreed to enter into, this Agreement to provide for matters pertaining to the management and governance of the

Company, including the composition of the Board, and to impose certain restrictions and obligations and grant certain rights to the Stockholders as more specifically set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement hereby agree as follows:

ARTICLE I
DEFINITIONS, RULES OF CONSTRUCTION

Section 1.1 For purposes of this Agreement, each of the following terms shall have the meaning ascribed to it in this Section 1.1:

"Affiliate" when used with respect to a specified Person, means another Person that either directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the Person specified, including without limitation, any general partner, officer, director, or manager of such Person and any Related Fund. For purposes of this definition, "control" (and its derivatives) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of equity, voting or other interests, by contract or credit arrangement, as trustee or executor or otherwise. Nothing in this Agreement shall be construed so as to define any Lender as an Affiliate of the Company or an Affiliate of any of the Company's Subsidiaries. Conversely, nothing in this Agreement shall be construed so as to define the Company or any of the Company's Subsidiaries as an Affiliate of any of the Lenders.

"Amended and Restated By-Laws" means the Second Amended and Restated By-Laws of the Company.

"Beneficial Ownership" has the meaning given such term in Rules 13d-3 and 13d-5 under the Exchange Act. "Beneficially Owned" shall have the correlative meaning.

"Board" means the board of directors of the Company.

"Business Day" means any day other than a Saturday, a Sunday and any day that is a legal holiday or a day on which banking institutions in the State of New York generally are authorized or required by law or other governmental actions to close.

"Competitor" means any entity which, in the determination of the Company's Board, directly or indirectly competes with the Company or any customer, distributor or supplier of the Company, if the Board should determine that a transfer of Stock to such entity would result in such customer, distributor or supplier receiving information that would place the Company at a competitive disadvantage with respect to such customer, distributor or supplier.

"Credit Agreement" means the Credit Agreement to be dated as of [_____], 2009, by and among the Company and [_____], as amended, restated or otherwise modified from time to time and including any successive credit agreements or loan agreements that refinance or replace the obligations under such Credit Agreement.

"Creditor" means, as of any date of determination, any Person (or their successors and assigns) to which the Company or any of its Subsidiaries owes any indebtedness for borrowed money, including, without limitation, CapitalSource Finance LLC in respect of the indebtedness evidenced by the Term Note.

"Director" means a member of the Board.

"Exchange Act" means Securities Exchange Act of 1934, as amended.

"First Lien Term Lenders" means the financial institutions party to the First Lien Credit Agreement as "Term Lenders" from time to time.

"Guarantors" means Allotech International, LLC, French Holdings, LLC, J.L. French, LLC, J.L. French Automotive, LLC and Nelson Metal Products LLC.

"Lenders" means the First Lien Term Lenders and the Second Lien Lenders or their respective successors and assigns.

"Non-Dragging Stockholder" means a Stockholder who, with respect to Transfers pursuant to Section 5.1, is not a Dragging Stockholder.

"Non-Transferring Stockholder" means a Stockholder who, with respect to Transfers pursuant to Section 4.3, is not a Stockholder proposing a Transfer.

"Person" means an individual, a corporation, a partnership, a joint venture, a limited liability company or limited liability partnership, an association, a trust, estate or other fiduciary, any other legal entity, and any government or governmental entity.

"Public Offering" means any bona fide, firm commitment underwritten sale of Stock in the Company or any Subsidiary of the Company pursuant to an effective registration statement under the Securities Act filed with the SEC on Form S-1 (or a successor form adopted by the SEC) or a merger of the Company or any Subsidiary into a company which has publicly traded equity securities listed on a national securities exchange and registered under the Securities Act; *provided* that the following shall not be considered a Public Offering: (i) any issuance of Stock of the Company as consideration for a merger or acquisition or (ii) any issuance of Stock of the Company or rights to acquire Stock of the Company to existing equityholders or to employees of the Company or its Subsidiaries on Form S-4 or Form S-8 (or a successor form adopted by the SEC) or otherwise.

"Related Fund" means, with respect to any Person, a fund now or hereafter existing that is (i) controlled by one or more general partners or managing members of such Person, (ii) managed by the same entity as such Person, or (iii) otherwise managed or advised by such Person, or the entity that manages or advises such Person.

"Restated Certificate of Incorporation" means the Second Amended and Restated Certificate of Incorporation of the Company filed with the State of Delaware's Secretary of State's Office on September [_], 2009.

"Sale of the Company" means (i) any sale, Transfer or issuance or series of sales, Transfers and/or issuances of Stock of the Company which results in any Person or group of Persons (as the term "group" is used under the Exchange Act) owning Stock that entitles (or upon conversion or exercise of such Stock would entitle) such Person or group of Persons (under ordinary circumstances) to elect a majority of the Board, (ii) any sale or transfer of all or substantially all of the assets of the Company and its Subsidiaries (taken as a whole) in any transaction or series of transactions (other than sales in the ordinary course of business), and (iii) any merger, consolidation, refinancing or recapitalization of the Company as a result of which the holders of the issued and outstanding voting Stock immediately prior to such transaction own or control (or that upon conversion or exercise of their Stock, would own or control) less than a majority of the voting Stock (or that upon conversion or exercise of such Stock, would possess less than a majority of the voting Stock) of the continuing or surviving entity immediately after such transaction.

"SEC" means the Securities and Exchange Commission.

"Second Lien Lenders" means Strategic Value Master Fund, Ltd., Man Mac 3 Limited, Wayzata Recovery Fund, LLC, TCW Shared Opportunity Fund III, L.P., TCW Shared Opportunity Fund IV, L.P., TCW Shared Opportunity Fund IVB, L.P., TCW/DRUM Special Situation Partners, LLC, Turnberry Master Ltd., Bank of America, N.A., Fursa Master Global Driven Fund L.P. and the lenders party to the Second Lien Credit Agreement from time to time.

"Second Lien Warrants" means the Series A, Series B and Series C Warrants issued to the Second Lien Lenders under the Plan.

"Securities Act" means Securities Act of 1933, as amended.

"Stock" means (i) Common Stock and any other capital stock of the Company, (ii) any rights, options, warrants or similar securities to subscribe for, purchase or otherwise acquire any Common Stock or any capital stock of the Company, and (iii) capital stock or other securities directly or indirectly convertible into or exercisable or exchangeable for any shares of Common Stock of the Company, including options or warrants.

"Subsidiary" means any corporation, partnership, limited liability company or other organization, whether incorporated or unincorporated, of which at least a majority of the securities, or other interests having by their terms voting power to elect a majority of the board of directors or others performing similar functions with respect to such corporation or other organization, is directly or indirectly Beneficially Owned or controlled by such party or by any one or more of its subsidiaries, or by such party and one or more of its subsidiaries.

"Term Note" means the Term Note, dated [____] between the Company and CapitalSource Finance LLC and including any successive credit agreements or loan agreements that refinance or replace the obligations under such Term Note.

"Transfer" means, with respect to any security, to directly or indirectly sell, exchange, transfer, hypothecate, negotiate, gift, bequeath, convey in trust, pledge, mortgage, grant a security interest in, assign, encumber, or otherwise dispose of all or any portion of such

security, including by recapitalization, merger, consolidation, liquidation, dissolution, dividend, distribution or otherwise. "Transferred" shall have the correlative meaning.

"Transferee" means a Person to whom shares of Stock are Transferred.

Section 1.2 The following terms shall have the meanings defined for such terms in the Sections set forth below:

Defined Term	**Section**
Acquiring Stockholder	4.3(b)
5% Holder	2.6
Agent	Recitals
Agreement	Preamble
Approved Sale	7.1
Arms-Length Affiliate Transaction	10.1(h)
Backstop Fee	10.1(l)
Common Stock	Recitals
Company	Preamble
Company Option Period	4.3(a)
Company Sale Notice	8.1
Drag-Along Rights	5.2(d)
Dragging Stockholders	5.1
EHS	12.4(a)
Extension of Debt Notice	10.1(l)
First Lien Credit Agreement	Recitals
First Lien Debt	Recitals
First Lien Term Lender Directors	2.1(c)
Funding First Lien Term Lender Entity	10.1(l)
Independent Director	2.1(b)
Interested Repurchase	10.1(a)
Interested Transaction	10.1(g)
Joinder Agreement	4.5
New Securities	8.1
Notices	Article XIV
Offer Notice	4.3
Offered Stock	4.3
Official Independent Director Candidate	2.1(b)
Plan	Recitals
Permitted Offering	8.2
Pre-Petition Company	Recitals
Pre-Petition Debt	Recitals
Preemptive Right	8.1
Pro Rata Share	8.1
Proposed Offering	8.1
Proposed Purchaser	5.1
Purchased Indebtedness	10.1(l)

Defined Term	Section
Purchaser	6.1
Quarterly Meeting	12.2
Registration Notice	9.1
Requested Stock	9.1
Second Lien Credit Agreement	Recitals
Second Lien Debt	Recitals
Second Lien Lenders	Recitals
Selective 5% Holder	2.1(d)
Selective 5% Holder Director	2.1(d)
Selling Stockholders	9.1
Selling Stockholder Affiliates	9.4
Selling Stockholder Information	9.5
Significant Stockholder	2.4
Significant Stockholder Observer	2.4
Stockholder	Preamble
Stockholder Lender Transaction	10.1(l)
Stockholder Option Period	4.3(b)
Stockholder Party	Article XI
Stockholder Representations	5.3
Tag Holders	6.1
Tag Notice	6.2
Tag-Along Rights	6.1
Transfer Notice	5.2
Transferring Stockholders	6.1
Undersubscription Notice	4.3(b)

Section 1.3 The following provisions shall be applied wherever appropriate herein:

(a) "herein," "hereby," "hereunder," "hereof" and other equivalent words shall refer to this Agreement as an entirety and not solely to the particular portion of this Agreement in which any such word is used;

(b) all definitions set forth herein shall be deemed applicable whether the words defined are used herein in the singular or the plural;

(c) wherever used herein, any pronoun or pronouns shall be deemed to include both the singular and plural and to cover all genders;

(d) neither this Agreement nor any other agreement, document or instrument referred to herein or executed and delivered in connection herewith shall be construed against any party as the principal draftsperson hereof or thereof;

(e) the descriptive headings of this Agreement are inserted for convenience of reference only and do not constitute a part of and shall not be utilized in interpreting this Agreement;

(f) any references herein to a particular Section or Exhibit means a Section of, or an Exhibit to, this Agreement unless another agreement is specified;

(g) the Exhibits and Schedules attached hereto are incorporated herein by reference and shall be considered part of this Agreement; and

(h) all references to "$" shall mean United States Dollars.

ARTICLE II
BOARD OF DIRECTORS AND OBSERVER RIGHTS

Section 2.1 Each Stockholder hereby agrees to take all action necessary, including, but not limited to, the voting of any and all of such Stockholder's Stock, the execution of written actions, the calling of special meetings, the removal of Directors, the filling of vacancies on the Board, the waiving of notice and the attending of meetings, so as to cause the Board to be at all time comprised of seven (7) Persons to be elected/appointed as set forth in this Section 2.1. The seven (7) Persons comprising the Board are to be elected/appointed as follows:

(a) one (1) Director who shall be the individual then serving as the Chief Executive Officer of the Company (the "CEO Director"), provided that if for any reason the CEO shall cease to serve as the Chief Executive Officer of the Company, each of the Stockholders shall promptly vote their respective shares of the then outstanding Common Stock (i) to remove the former Chief Executive Officer from the Board if such Person has not resigned as a member of the Board and (ii) to elect such Person's replacement as Chief Executive Officer of the Company as the new CEO Director; and

(b) two (2) "independent" and "disinterested" Directors (or in the event that clause (1) or (2) of Section 2.1(c) is no longer met or the Director appointed pursuant to Section 2.1(e) shall cease to serve as member of the Board, a maximum of five (5) "independent" and "disinterested" Directors) (i) who are not employees or Affiliates of any Stockholder, the Company, any Competitor, any Lender or any Creditor (or the respective successors and assigns of any Lender or Creditor); (ii) who do not have any material business or close personal relationships with any Stockholder, the Company, any Competitor, any Lender, any Creditor or any of their Affiliates (or any of their respective successors and assigns); and (iii) who have the qualifications necessary, with respect to experience, educational background and integrity, to serve as a Director (each, an "Independent Director"). The Stockholders shall have the right to nominate candidates for Independent Director. In the event more persons are nominated to serve as an Independent Director than there are Independent Director seats, the candidates shall be selected by plurality by the holders of the then outstanding Common Stock (such candidates, the "Official Independent Director Candidates"). The Official Independent Director Candidates shall be reasonably acceptable to the holders of a majority of the then outstanding Common Stock; *provided*, that the Stockholders shall only be permitted to withhold their approval of any Official Independent Director Candidate if the holders of a majority of the then outstanding Common Stock in their reasonable judgment determine that such candidate (A) is not independent from any or all holders of Stock (or such Stockholders' successors and assigns), the Company, any Competitor, the Lenders, the Creditors or their respective Affiliates; (B) is not disinterested vis-à-vis any or all of the holders of Stock (or such Stockholders'

successors and assigns), the Company, any Competitor, the Lenders, the Creditors or their respective Affiliates; or (C) lacks the qualifications necessary, with respect to experience, educational background and integrity, to serve as a Director.

Each of Morris Rowlett and George Thanolpoulos shall be the initial Independent Directors pursuant to this Section 2.1(b) and shall be deemed approved by the holders of a majority of the shares then outstanding of Common Stock as required pursuant to this Section 2.1(b). If any Independent Director resigns, or for any other reason ceases to serve as a member of the Board, during his or her term of office, then the resulting vacancy shall be filled by an individual designated by the Board until the next annual meeting of the Stockholders. The Board shall have the exclusive right to remove, with cause, an Independent Director.

(c) two (2) Directors who shall be designated by the First Lien Term Lenders (each, a "First Lien Term Lender Director" and together, the "First Lien Term Lender Directors"); *provided*, that

(1) one of the First Lien Term Lender Directors shall be designated by DDJ Capital Management, LLC, for so long as funds and/or accounts it manages and/or advises hold at least 5% of the then outstanding Common Stock, which individual shall initially be Jeff Stafeil; and

(2) one of the First Lien Term Lender Directors shall be designated by Monarch Alternative Capital LP, for so long as such Stockholder, together with its Affiliates, holds at least 5% of the then outstanding Common Stock, which individual shall initially be Patrick Bartels.

In the event that the ownership threshold set forth in clause (1) or (2) of this Section 2.1(c) is no longer met, the Board seat that would otherwise have been filled pursuant to such clause shall instead be filled by a Person who is identified and elected pursuant to Section 2.1(b). If any Director designated pursuant to this Section 2.1(c) resigns, or for any other reason ceases to serve as a member of the Board, during his or her term of office, then the resulting vacancy shall be filled by an individual designated by the Stockholder(s) entitled to designate such Director. The Stockholder(s) entitled to designate such Director, shall have the exclusive right to remove, whether with or without cause, such Director. For the avoidance of doubt, the right to designate a First Lien Term Lender Director under this Section 2.1(c) may not be transferred by DDJ Capital Management, LLC and Monarch Alternative Capital LP to any Person, except their respective Affiliates.

(d) one (1) Director who shall be designated by those Stockholders, together with their Affiliates, that each hold at least 5% of the then outstanding Common Stock but excluding DDJ Capital Management, LLC and Monarch Alternative Capital LP, for so long as long as such Stockholder may designate a Director pursuant to clause (1) or (2) of Section 2.1(c), (each, a "Selective 5% Holder"), or such Selective 5% Holder's successors and assigns (the "Selective 5% Holder Director"), which individual shall initially be David Woodward. The Selective 5% Holder Director shall be elected by a majority in interest of the Selective 5% Holders.

If any Director designated pursuant to this Section 2.1(d) resigns, or for any other reason ceases to serve as a member of the Board, during his or her term of office, then the resulting vacancy shall be filled by an individual designated by those Stockholders entitled to designate such Director. The Stockholders entitled to designate such Director pursuant to this Section 2.1(d), shall have the exclusive right to remove, whether with or without cause, such Director.

(e) one (1) Director who shall be Sherman Edmiston. If such Director resigns, or for any other reason ceases to serve as a member of the Board, during his term of office, then the resulting vacancy shall be filled pursuant to Section 2.1(b). The Board shall have the exclusive right to remove, whether with or without cause, such Director.

Section 2.2 No Stockholder, nor any Affiliate of any Stockholder, shall have any liability as a result of designating a person for election as a director for any act or omission by such designated person in his or her capacity as a director of the Company, nor shall any Stockholder have any liability as a result of voting for any such designee in accordance with the provisions of this Agreement.

Section 2.3 Section 2.1(c) and Section 2.1(d) shall not be repealed, amended or modified, and the obligation of the Company and the rights of Stockholders thereunder entitled to designate a Director may not be waived, without the prior written consent of the Stockholder(s) adversely affected by such amendment or modification unless such Stockholder(s) no longer hold the percentage of the shares of the then outstanding Common Stock required for such Stockholder(s) in Section 2.1(c) or Section 2.1(d), as the case may be.

Section 2.4 Each First Lien Term Lender that, as of the date of the applicable meeting of the Board, (i) is a 5% Holder; (ii) is one of the four (4) largest holders of the then outstanding Common Stock; and (iii) has no right to designate a director pursuant to Section 2.1(c) or as a First Lien Term Lender has exercised a right to designate a director pursuant to Section 2.1(c) and such First Lien Term Lender Director is not an officer, director, member, employee or principal of such First Lien Term Lender (each such First Lien Term Lender, a "Significant Stockholder"), shall have the right to appoint one (1) representative (each such representative, a "Significant Stockholder Observer") to attend, and the Company shall invite each such Significant Stockholder Observer to attend, all meetings of the Board in a nonvoting observer capacity, at the expense of the applicable Significant Stockholder, and, in this respect, each Significant Stockholder Observer shall be entitled to receive, and the Company shall provide to each Significant Stockholder Observer, copies of all notices, minutes, consents, and other materials that it provides to its Directors at the same time and in the same manner as provided to such Directors; *provided, however*, that each Significant Stockholder Observer shall agree to hold in confidence and trust and to act in a fiduciary manner with respect to all information so provided; *and provided further*, that the Company reserves the right to withhold any information and to exclude each Significant Stockholder Observer from any meeting or portion thereof if access to such information or attendance at such meeting could adversely affect the attorney-client privilege between the Company and its counsel or result in disclosure of trade secrets or relate to a conflict of interest, or if a Significant Stockholder or a Significant Stockholder Observer is a Competitor.

Section 2.5 The Company shall invite two (2) representatives of CapitalSource Finance LLC to attend all meetings of the Board in a nonvoting observer capacity, at the expense of CapitalSource Finance LLC, and, in this respect, shall give such representatives copies of all notices, minutes, consents, and other materials that it provides to its Directors at the same time and in the same manner as provided to such Directors; *provided, however*, that such representatives shall agree to hold in confidence and trust and to act in a fiduciary manner with respect to all information so provided; *and provided further*, that the Company reserves the right to withhold any information and to exclude such representatives from any meeting or portion thereof if access to such information or attendance at such meeting could adversely affect the attorney-client privilege between the Company and its counsel or result in disclosure of trade secrets or relate to a conflict of interest, or if CapitalSource Finance LLC or its representatives are a Competitor.

Section 2.6 The Company shall provide to each Stockholder, together with its Affiliates, that holds at least 5% of the then outstanding Common Stock (a "5% Holder") copies of all notices, minutes, consents, and other materials that it provides to its Directors at the same time and in the same manner as provided to such Directors; *provided, however*, that each 5% Holder shall agree to hold in confidence and trust and to act in a fiduciary manner with respect to all information so provided; *and provided further*, that the Company reserves the right to withhold any information or portion thereof if access to such information could adversely affect the attorney-client privilege between the Company and its counsel or result in disclosure of trade secrets or relate to a conflict of interest, or if such 5% Holder is a Competitor.

ARTICLE III
BOARD OF DIRECTORS OF SUBSIDIARIES

The Company hereby agrees to take all action necessary, including, but not limited to, the voting of any and all of the Company' capital stock in its Subsidiaries, the execution of written actions, the calling of special meetings, the removal of directors, the filling of vacancies on the Board of Directors of its Subsidiaries, the waiving of notice and the attending of meetings, so as to cause the Board of Directors of its Subsidiaries to be at all times comprised of the same individuals who serve as Directors of the Board.

ARTICLE IV
TRANSFERS

Section 4.1

(a) Each Stockholder agrees that it shall not Transfer any Stock, except in compliance with the Securities Act, any other applicable securities or "blue sky" laws, and the terms and conditions of this Agreement.

(b) Except as expressly permitted in this Agreement, no Stockholder shall in any way, directly or indirectly, Transfer all or any portion of such Stockholder's Stock. Any Transfer of Stock not expressly permitted herein shall be null and void and of no force or effect and the Company shall not recognize any such attempted Transfer in its books and records.

Section 4.2 Except as otherwise provided in this Section 4.2:

(a) Notwithstanding anything to the contrary in Article VI and Section 4.3, a Stockholder may Transfer all or a portion of such Stockholder's Stock at any time to an Affiliate of such Stockholder by delivering written notice of such Transfer to the Board at least ten (10) Business Days in advance of such Transfer.

(b) Notwithstanding anything to the contrary in Article VI and Section 4.3, a Stockholder may Transfer all or any portion of such Stockholder's Stock at any time to other Stockholders or their Affiliates party to this Agreement as of the date hereof by delivering written notice of such Transfer to the Board at least five (5) Business Days in advance of such Transfer, *provided* that no more than 5% of the then outstanding Common Stock may be Transferred in a single transaction or series of related transactions, *provided, however,* that the following shall not be considered to be a series of related transactions for purposes of this Section 4.2(b): (i) any sales of Common Stock that are consummated more than one month apart and were not part of the same contract, agreement or arrangement to sell such Common Stock or (ii) any sales of Common Stock to more than one Person, which such Persons are not Affiliates of each other, pursuant to separately negotiated contracts, whether or not such sales of Common Stock are consummated within a one-month period. To the extent any such Transfer exceeds 5% of the then outstanding Common Stock, such excess transferred will be subject to the rights of the Company and the Stockholders set forth in Article VI and Section 4.3.

(c) A Stockholder may Transfer all or any portion of such Stockholder's Stock at any time to a Person that is not an Affiliate of such Stockholder; *provided*, (i) that such Stockholder does not transfer to a Competitor or a Creditor (other than a Creditor who is, or is an Affiliate of, a Stockholder, and as an Affiliate of such Stockholder such Transfer would be subject to Section 4.2(a)) of the Company and (ii) that in the event a Stockholder or Stockholders propose to Transfer, in a single transaction or series of related transactions to one or more Persons, at least 0.5% of the then outstanding Common Stock but less than 66 2/3% of the then outstanding Common Stock, the Stockholder(s) have complied with the right of first refusal requirements of Section 4.3 and if applicable, the Tag-Along Rights (as defined in Article VI). For the avoidance of doubt, in the event a Stockholder or Stockholders propose to Transfer at least 66 2/3% of the then outstanding Common Stock, Articles V and VI shall be applicable and Section 4.3 shall not be applicable.

Section 4.3 A Stockholder desiring to Transfer shares of Stock representing at least 0.5% of the then outstanding Common Stock and less than 66 2/3% of the then outstanding Common Stock pursuant to Section 4.2(c) must be in receipt of a bona fide written offer to purchase Stock for cash and must deliver a written notice (an "Offer Notice") at least fifteen (15) Business Days prior to the consummation of the such proposed Transfer to the Company and the other Stockholders of the Company that discloses in detail (i) the identity of the proposed Transferee(s); (ii) the proposed number of shares of Stock subject to Transfer (the "Offered Stock"); (iii) the purchase price; and (iv) all of the material proposed terms and conditions of the Transfer and other information reasonably requested by the Company with respect to the Transfer. The delivery of the Offer Notice to the Company and the Non-Transferring Stockholders will provide for the following options:

(a) First, the Company may elect to purchase all or any portion of the Offered Stock at the price and on the terms specified in the Offer Notice by delivering written notice of such election to the Stockholder proposing the Transfer and the Non-Transferring Stockholders as soon as practical, but in any event within five (5) Business Days of delivery of such Offer Notice (the "Company Option Period"); and

(b) Second, if the Company has not elected to purchase all of the Offered Stock within the Company Option Period, then each Non-Transferring Stockholder will have the right to purchase its pro rata share (based upon a ratio of the relative number of shares of Common Stock then held (on an unconverted basis) by such Non-Transferring Stockholder to the total number of shares then outstanding of Common Stock) of the Offered Stock not elected to be purchased by the Company at the price and on the terms specified in the Offer Notice by delivering written notice of such election to the Stockholder proposing the Transfer and the Company within ten (10) Business Days of delivery of such Offer Notice (the "Stockholder Option Period"). If the Non-Transferring Stockholders elect to acquire some but not all of the Offered Stock, then the Company will, immediately after the expiration of the Stockholder Option Period, send written notice (the "Undersubscription Notice") to those Non-Transferring Stockholders who elected to acquire their pro rata share of the Offered Stock (the "Acquiring Stockholders"). Each Acquiring Stockholder will have an additional right to acquire its pro rata share of the remainder (or if only one such Acquiring Stockholder, all of the remainder) of the Offered Stock that is not previously allocated to Acquiring Stockholders, based upon the number of shares of Common Stock then held (on an unconverted basis) by each such Acquiring Stockholder who has elected to acquire more than its pro rata share of the Offered Stock, by delivering written notice of such election to the Stockholder proposing a Transfer and the Company as soon as practical, but in any event within five (5) Business Days of delivery after the Undersubscription Notice.

(c) Finally, in the event the Company and/or the Non-Transferring Stockholders do not elect to purchase 100% of the Offered Stock pursuant to this Section 4.3 within ten (10) Business Days of delivery of the Offer Notice (or, in the event that an Undersubscription Notice is delivered within, within five (5) Business Days of delivery thereof), the Stockholder who delivered the Offer Notice shall be entitled to Transfer to the proposed Transferee(s) set forth in the Offer Notice all of the shares of Offered Stock on terms identical to those set forth in the Offer Notice, and the purchase rights of the Company and the other Stockholders hereunder with respect to the Stock shall be suspended until the earlier of (i) the completion of the Transfer of all shares of such Offered Stock; and (ii) ninety (90) days from the date of the Offer Notice if the proposed sale on the same terms has not been consummated by such date, at which time such shares of Offered Stock shall again be subject to the terms hereof. In the event that the Company and/or the Non-Transferring Stockholders have so elected to purchase 100% of the Offered Stock, then the Transfer of such Offered Stock to the Company and/or the Non-Transferring Stockholders, as the case may be, will be consummated as soon as practicable following the delivery of the election notices. The Company or the other Stockholders, as the case may be, will pay for the Offered Stock by delivery of a wire transfer of immediately available funds each in proportion to the number of shares of Offered Stock being purchased by it. The Transferee(s) of any Offered Stock pursuant to this Section 4.3 will be entitled to receive representations and warranties from the Stockholder proposing the Transfer on the terms contemplated by the Offer Notice regarding such sale.

Section 4.4 The limitations set forth in Sections 4.2(c) and 4.3 shall not apply in the event a Stockholder Transfers shares of its Common Stock in connection with the Drag-Along Rights (as defined in Section 5.3), or in a Transfer that triggers such Drag-Along Rights.

Section 4.5 No Transfer of Stock may be made pursuant to this Article IV, which would violate or be inconsistent with any agreement a Stockholder may have with the Company, or which would result in the Company or any securities of the Company being required to be registered under any applicable securities laws. No Transfer of Stock may be made pursuant to this Article IV, unless the Transferee executes and delivers to the Company a Joinder Agreement substantially in the form attached hereto as Exhibit A (the "Joinder Agreement"), assuming and agreeing to be bound by all of the terms and conditions of this Agreement and to become a Stockholder hereunder. In addition, such Transferee shall execute and deliver such other instruments and documents, reasonably requested by, and in form and substance reasonably satisfactory to, the Company (including, any instrument necessary to cause the Transferee to become a Stockholder hereunder), and pay all reasonable expenses in connection therewith, including, but not limited to, the cost of preparation of any other agreements of the Company necessary or desirable in connection therewith.

Section 4.6 A Transferee who becomes a Stockholder pursuant to this Article IV shall have, to the extent Transferred, the rights and powers, and shall be subject to the restrictions and liabilities, of a Stockholder under this Agreement.

Section 4.7 Each Stockholder hereby covenants and agrees not to, directly or indirectly, Transfer or cause the Transfer of any shares of such Stockholder's Stock or any interest therein except in accordance with the terms and conditions of this Agreement. Any attempted Transfer of Stock not in accordance with the terms and conditions of this Agreement shall be null and void and of no force or effect and the Company shall not recognize any such attempted Transfer in its books and records.

ARTICLE V
DRAG-ALONG RIGHTS

Section 5.1 If a Stockholder or group of Stockholders (each, a "Dragging Stockholder") propose, in good faith and in a bona fide arm's length transaction, to Transfer all or any portion of the Stock held by such Dragging Stockholder(s) that constitutes at least 66 2/3% of the then outstanding Common Stock, in a single transaction or a series of related transactions to one or more Persons (the "Proposed Purchaser"), none of which is an Affiliate of any Dragging Stockholder(s), then such Dragging Stockholder(s) shall have the right to require each Non-Dragging Stockholder to Transfer to the Proposed Purchaser(s) the same percentage of such Non-Dragging Stockholder's Stock as the Dragging Stockholders are Transferring of their respective shares of Stock (*e.g.*, if Dragging Stockholders propose to Transfer fifty percent (50%) of each such Dragging Stockholder's Stock, then each Non-Dragging Stockholder must Transfer fifty percent (50%) of such Non-Dragging Stockholder's Stock), which Transfers shall be made on the same terms, conditions and price per share of Stock as those applicable to the Transfers by the Dragging Stockholders. The rights and obligations provided in this Section 5.1 shall survive any Transfer of the Common Stock.

Section 5.2 In the event of a proposed Transfer pursuant to Section 5.1, the Dragging Stockholder shall notify the Non-Dragging Stockholders and the Company in writing of the proposed Transfers no less than thirty (30) days prior to the contemplated consummation date of the proposed Transfer ("Transfer Notice"). Such Transfer Notice shall set forth (a) the type and amount of Stock proposed to be Transferred; (b) the name and address of the Proposed Purchaser(s); (c) the proposed amount and form of consideration and terms and conditions of payment offered by the Proposed Purchaser(s); and (d) whether the Dragging Stockholder(s) elect to exercise their drag-along rights provided in Sections 5.1 or 5.2 ("Drag-Along Rights"). Any proposed Transfers by the Dragging Stockholders that are not consummated within one hundred twenty (120) days following the date of the Transfer Notice, shall again be subject to the notice provisions of this Section 5.2 and shall require compliance by the Dragging Stockholders with the procedures described in this Section 5.2.

Section 5.3 The obligations of the Non-Dragging Stockholders set forth in this Article V are subject to satisfaction of the following conditions: (i) upon the consummation of the proposed Transfer, subject to clause (ii) of this Section 5.3, the Non-Dragging Stockholders and Dragging Stockholders will each receive the same form and amount per one share of Common Stock of consideration; (ii) if any Stockholder is given an option as to the form and/or amount of consideration to be received, all other Stockholders shall be given the same option; (iii) each holder of a then currently exercisable option to acquire Common Stock or other security convertible into Common Stock, including, but not limited to the Second Lien Warrants to the extent set forth in such Second Lien Warrants, will be given an opportunity to exercise such option or other security prior to the consummation of the proposed Transfer and participate in such proposed Transfer as a Non-Dragging Stockholder with respect to the shares of Common Stock received in connection with such exercise; and (iv) any liability under representations and warranties with respect to itself (collectively, the "Stockholder Representation") or indemnification shall be pro rata, limited to net proceeds and several and not joint.

Section 5.4 In connection with any proposed Transfer subject to Section 5.1, each Non-Dragging Stockholder shall only be required to give the Stockholder Representations and indemnities with respect to itself. In no event shall the Non-Dragging Stockholders be required to make any representations or warranties with respect to the operations of the Company or the Company's business.

Section 5.5 The provisions of Article VI shall be subordinate to any Transfer or exercise of rights contemplated by this Article V.

ARTICLE VI
TAG-ALONG RIGHTS

Section 6.1 If a Stockholder or Stockholders (the "Transferring Stockholders") Transfer all or any portion of Stock held by such Transferring Stockholder(s) that constitutes at least 5% of the then outstanding Common Stock, in a single transaction or a series of related transactions to one or more Persons, none of whom is an Affiliate of a Transferring Stockholder(s) (the "Purchaser"), after such Transferring Stockholders have complied with Sections 4.2(c) and 4.3, each other Stockholder (the "Tag Holders") shall have the right to Transfer to the Purchaser, subject to Section 6.2, up to the same percentage of such Tag Holder's

Stock as the Transferring Stockholders are Transferring of their respective Stock (*e.g.*, if the Transferring Stockholders propose to Transfer fifty percent (50%) of each such Stockholder's Stock, then the Purchaser(s) shall offer to each Tag Holder to Transfer fifty percent (50%) of each such Tag Holder's Stock), which Transfers shall be made on the same terms, conditions and price per share of Stock as those applicable to the Transfers by the Transferring Stockholders (the "Tag-Along Rights"); *provided* that no Tag Holder shall be required to indemnify the Purchaser for an amount in excess of the lesser of (x) the total consideration received by such Tag Holder in connection with such Transfer and (y) except as to any Stockholder Representation with respect to itself (as to which the limit in clause (x) shall apply), that portion of the total liabilities that equals the proportion of the total consideration received by such Tag Holder relative to the total consideration received by all Stockholders in such Transfer.

Section 6.2 In the event a Tag Holder elects to exercise its Tag-Along Rights, such Tag Holder shall notify the Transferring Stockholder(s) and the Company in writing of such proposed exercise within ten (10) days following receipt of the Transfer Notice (a "Tag Notice"). Such Tag Notice shall set forth (i) the name and address of the Tag Holder; (ii) the intent of such Tag Holder to participate in such transaction at the per share price and on the other terms and subject to the conditions applicable to the Transferring Stockholder(s) in such transaction; and (iii) the type and amount of Stock proposed to be Transferred by the Tag Holder. Any such election shall be binding on the applicable Tag Holder. To the extent one or more Tag Holders exercise such right to Transfer in accordance with the terms and conditions set forth herein and the Purchaser refuses to buy all or some portion of the Stock the Tag Holders are proposing to Transfer pursuant to this Article VI, the number of shares of Stock that each of the Transferring Stockholder(s) and Tag Holder(s) are proposing to Transfer shall be decreased based upon a fraction (A) the numerator of which is equal to the number of shares of Stock proposed to be Transferred by the Transferring Stockholders, *plus* the aggregate number of shares of all Stock proposed to be Transferred by all Tag Holders, *less* the number of shares of Stock the Purchaser is willing to purchase and (B) the denominator of which is equal to the aggregate number of shares of Stock to be Transferred by the Transferring Stockholders, *plus* the aggregate number of shares of Stock proposed to be transferred by all Tag Holders. In the event a Tag Holder does not provide a Tag Notice to the Transferring Stockholders and the Company within ten (10) days from the receipt of the Transfer Notice, such Tag Holder shall have no right to participate in the proposed transaction. If a Tag Holder elects to Transfer its Stock pursuant to its Tag-Along Rights, the closing of such Tag Holder's Transfer will be governed by the terms of the closing of the Transferring Stockholders' Transfers.

Section 6.3 The provisions of this Article VI shall be subject and subordinate to the provisions of Article V. For the avoidance of doubt and without limiting the provisions of this Article VI, the Tag-Along Rights shall not apply in the event a Stockholder or Stockholders Transfers all or any portion of the Stock held by such Stockholder(s) that is less than 5% of the then outstanding Common Stock.

ARTICLE VII
SALE OF THE COMPANY

Section 7.1 If the holders of a majority of the then outstanding Common Stock and the Board pursuant to Section 10.1(f) approve a Sale of the Company to a purchaser who is not an

Affiliate of any of the holders of the Common Stock (an "Approved Sale"), each Stockholder hereby agrees to vote for, consent to and raise no objections against such Approved Sale. If the Approved Sale is structured as a (i) merger or consolidation, each Stockholder shall waive any dissenters' rights, appraisal rights or similar rights in connection with such merger or consolidation; or (ii) sale of Stock, each Stockholder shall agree to sell all of its Stock on the terms and conditions approved by the holders of a majority of the then outstanding Common Stock. Subject to above, each Stockholder shall take all necessary or desirable actions in connection with the consummation of the Approved Sale as reasonably requested by the Company.

Section 7.2 Notwithstanding anything to the contrary herein, any Approved Sale shall be subject to the terms and conditions of Section 5.3 and Section 5.4 *mutatis mutandis*.

ARTICLE VIII
PREEMPTIVE RIGHTS

Section 8.1 In the event that the Company proposes to offer (a "Proposed Offering") any Stock (the "New Securities"), other than in a Permitted Offering (as defined below), the Company shall provide each Stockholder with at least ten (10) Business Days prior written notice of such offer (the "Company Sale Notice"), setting forth the price and the terms and conditions of the Proposed Offering. Each Stockholder shall have the right to purchase its pro rata share (the "Pro Rata Share") of the Proposed Offering based upon a ratio of the relative number of outstanding shares of Common Stock then held by such Stockholder to the total number of shares then outstanding of Common Stock immediately prior to the Proposed Offering (the "Preemptive Right"). The Preemptive Right shall be exercisable by the Stockholder by written notice to the Company not later than ten (10) Business Days after the Stockholder receives the Company Sale Notice.

Section 8.2 Notwithstanding the provisions of Section 8.1, the Preemptive Right shall not apply to any issuance by the Company of New Securities (i) to management, other employees or consultants that are not Affiliates of the Company pursuant to a Company equity incentive plan adopted by the Board or otherwise in connection with their service to the Company and approved by the Board but for purposes of this Article VIII only, in no event shall such grants exceed 10% of the outstanding Common Stock as of the date hereof; (ii) pursuant to any subdivision or combination of shares of Common Stock or other similar transactions by the Company; (iii) in connection with an acquisition of, or merger with, another company or business or any other strategic transaction involving the Company that is not effected primarily for financing purposes; (iv) in a Public Offering; or (v) issued or issuable pursuant to the exercise of any rights or agreements, options, warrants or convertible securities outstanding as of the date of this Agreement or issued or issuable pursuant to the exercise of any such rights or agreements granted after the date of this Agreement (so long as the Preemptive Right provided in this Article VIII was complied with as to the initial sale or grant by the Company of such rights or agreements) (each of the foregoing exceptions being a "Permitted Offering"). Notwithstanding anything to the contrary herein, the offer by the Company of Stock to any Lender or its Affiliates that is not offered to all other Lenders on the same terms and conditions, whether directly or indirectly, shall not constitute a Permitted Offering.

Section 8.3 The Company Sale Notice shall set forth the price and terms and conditions of the Proposed Offering. Any portion of the Proposed Offering required to be so offered which is not purchased (or irrevocably committed to be purchased) by Stockholders within ten (10) Business Days following its receipt of the applicable Company Sale Notice may be sold by the Company at any time thereafter on the same terms set forth in such Company Sale Notice.

ARTICLE IX
PIGGYBACK REGISTRATION RIGHTS

Section 9.1 In the event the Company shall determine to proceed with the actual preparation and filing of a registration statement under the Securities Act in connection with the proposed offer and sale of any of its securities by it or any of its security holders (other than in connection with a registration statement on Form S-4, S-8 or other limited purpose form), then the Company will give thirty (30) days prior written notice of such determination to the Stockholders (a "Registration Notice"). Upon a Stockholder's written request, received within fifteen (15) days of a Registration Notice, the Company will, except as provided otherwise in this Article IX, register all of the shares of Stock held by such Stockholder, including for the avoidance of doubt shares issuable upon the exercise of the Second Lien Warrants, that such Stockholder requests to be included in such registration statement (the "Requested Stock"); *provided*, that nothing herein shall prevent the Company from, at any time, abandoning or delaying any registration. If any registration pursuant to this Article IX shall be underwritten in whole or in part, the Company may require that the Requested Stock be included in the underwriting on the same terms and conditions as the securities otherwise being sold through the underwriters. The obligation of the Company under this Article IX shall be limited to two registration statements. If in the good faith judgment of the managing underwriter of such public offering the inclusion of all of the Requested Stock would reduce the number of shares to be offered by the Company or interfere with the successful marketing of the shares of stock offered by the Company, the number of shares of Requested Stock otherwise to be included in the underwritten public offering may be reduced pro rata (based on their respective holdings of Requested Stock) among each Stockholder who requests that its Requested Stock be included in the registration statement (collectively, the "Selling Stockholders"). The Company may require each participating Stockholder to furnish to the Company such information regarding the distribution of such Stockholder's Stock as the Company may from time to time reasonably request in writing. If a Stockholder decides not to include all of its Requested Stock in any registration statement thereafter filed by the Company, such Stockholder shall nevertheless continue to have the right to include any Requested Stock in any subsequent registration statement or registration statements filed by the Company with respect to offerings of its securities, all upon the terms and conditions set forth herein.

Section 9.2 With respect to the registration of any securities pursuant to this Article IX, the Company will:

(a) furnish to each Selling Stockholder such reasonable number of copies of the registration statement, preliminary prospectus, final prospectus and such other documents as each Stockholder may reasonably request in order to facilitate the public offering of such securities;

(b) notify each Selling Stockholder, promptly after it shall receive notice thereof, of the time when such registration statement has become effective or a supplement to any prospectus forming a part of such registration statement has been filed;

(c) prepare and file with the SEC, promptly upon the request of a Selling Stockholder(s), any amendments or supplements to the registration statement or prospectus relating to the Requested Stock which, in the opinion of counsel on behalf of such Selling Stockholder(s) (provided, that counsel to the Company concurs with such opinion), is required under the Securities Act or the rules and regulations thereunder in connection with the distribution by such Selling Stockholder(s) of its Requested Stock;

(d) prepare and promptly file with the SEC and promptly notify each Stockholder of the filing of any amendment or supplement to a registration statement or prospectus relating to the Requested Stock as may be necessary to correct any statements or omissions if, at the time when a prospectus relating to the Requested Stock is required to be delivered under the Securities Act, any event shall have occurred that results in such prospectus or any other prospectus as then in effect and relating to the Requested Stock including an untrue statement of a material fact or omission of any material fact necessary to make the statements therein, in the light of the circumstances in which they were made, not misleading; and

(e) advise each Selling Stockholder, promptly after it shall receive notice or obtain knowledge thereof, of the issuance of any stop order by the SEC suspending the effectiveness of such registration statement or the initiation or threatening of any proceeding for that purpose and promptly use its best efforts to prevent the issuance of any stop order or to obtain its withdrawal if such stop order should be issued.

Section 9.3 All fees, costs and expenses of and incidental to the registrations pursuant to this Article IX shall be borne and paid by the Company, including but not limited to the reasonable fees and disbursements of one counsel for the Selling Stockholders; *provided*, however, that each Selling Stockholder shall bear its pro rata share, on the basis of the number of shares registered, of all underwriting discounts, selling commissions and stock transfer taxes.

Section 9.4 The Company will indemnify and hold harmless each Selling Stockholder and each of its employees, advisors, agents, representatives, partners, members, directors and officers, and any underwriter (as defined in the Securities Act) for a Stockholder and each Person, if any, who controls such Selling Stockholder or such underwriter within the meaning of the Securities Act, Exchange Act, and any agent or investment advisor thereof (collectively, the "Selling Stockholder Affiliates"), from and against, and will reimburse each Selling Stockholder and Selling Stockholder Affiliate with respect to, (i) any and all loss, damage, liability, cost and expense, joint or several (including reasonable and documented fees and disbursements of counsel) to which a Selling Stockholder or Selling Stockholder Affiliate may become subject under the Securities Act or otherwise, insofar as such losses, damages, liabilities, costs or expenses are caused by any untrue statement or alleged untrue statement of any material fact contained in such registration statement, any prospectus contained therein or any amendment or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading; (ii) any and all loss,

damage, liability, cost and expense whatsoever, as incurred, to the extent of the aggregate amount paid in settlement of any litigation or investigation or proceeding by any governmental agency or body, commenced or threatened, or of any claim whatsoever based upon, arising out of, related to or resulting from any such untrue statement or omission or alleged untrue statement or omission, so long as such settlement is not effected without the consent of the Company; and (iii) any and all costs and expenses (including reasonable and documented fees and disbursements of counsel) as may be reasonably incurred in investigating, preparing, or defending against any litigation, or investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever based upon, arising out of, related to or resulting from any such untrue statement or omission or alleged untrue statement or omission, or such violation of the Securities Act or Exchange Act, to the extent that any such expense or cost is not paid under clauses (i) or (ii) above; *provided*, however, that the Company will not be liable in any such case to the extent that any such loss, damage, liability, cost or expenses arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission so made in conformity with information furnished by such Selling Stockholder or Selling Stockholder Affiliate in writing specifically for use in the preparation thereof.

Section 9.5 Each Selling Stockholder that has exercised its rights pursuant to Section 9.1, severally with respect to itself only, will indemnify and hold harmless the Company, its employees, advisors, agents, representatives, partners, members, directors and officers, any controlling person and any underwriter from and against, and will reimburse the Company, its employees, advisors, agents, representatives, partners, members, directors and officers, any controlling person and any underwriter with respect to, (i) any and all loss, damage, liability, cost or expense, (including reasonable and documented fees and disbursements of counsel) to which the Company or any controlling person and/or any underwriter may become subject under the Securities Act or otherwise, insofar as such losses, damages, liabilities, costs or expenses are caused by any untrue statement or alleged untrue statement of any material fact contained in such registration statement, any prospectus contained therein or any amendment or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading, in each case about such Selling Stockholder or any of its Selling Stockholder Affiliates or its holdings, and to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was so made in reliance upon and in strict conformity with any written information furnished to the Company by or on behalf of such Selling Stockholder or any of its Selling Stockholder Affiliates specifically for use in the preparation thereof (the "Selling Stockholder Information") and (ii) any and all costs and expenses (including reasonable and documented fees and disbursements of counsel) reasonably incurred in investigating, preparing, or defending against any litigation, investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever based upon, arising out of, related to or resulting from any such untrue statement or omission or alleged untrue statement or omission so made in reliance upon and in strict conformity with any such Selling Stockholder Information, to the extent that any such expense or cost is not paid under clause (i) above; *provided* that the liability of each such Selling Stockholder shall be in proportion to, and shall be limited to, the net amount received by such Selling Stockholder from the sale of Requested Stock pursuant to such registration statement; and *provided, further* that such Selling Stockholder shall not be liable in any such case to the extent that prior to the filing of any such registration statement or

prospectus, or amendment or supplement thereto, such Selling Stockholder has furnished in writing to the Company (in accordance with Article XIV hereof) information that is expressly for use as Selling Stockholder Information in such registration statement or prospectus, or any amendment thereof or supplement thereto, and which corrected or made not misleading the applicable untrue statement(s) and/or omission(s) contained in the Selling Stockholder Information previously furnished to the Company.

Section 9.6 Promptly after receipt by an indemnified party pursuant to the provisions of Sections 9.4 or 9.5 of notice of the commencement of any action involving the subject matter of the foregoing indemnity provisions such indemnified party will, if a claim thereof is to be made against the indemnifying party pursuant to the provisions of this Article IX, promptly notify the indemnifying party of the commencement thereof; but the omission to so notify the indemnifying party will not relieve it from any liability which it may have to any indemnified party otherwise than hereunder. In case such action is brought against any indemnified party and it notifies the indemnifying party of the commencement thereof, the indemnifying party shall have the right to participate in, and, to the extent that it may wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel satisfactory to such indemnified party, provided, however, if counsel for the indemnifying party concludes that a single counsel cannot under applicable legal and ethical considerations, represent both the indemnifying party and the indemnified party, the indemnified party or parties have the right to select separate counsel to participate in the defense of such action on behalf of such indemnified party or parties. After notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party will not be liable to such indemnified party pursuant to this Article IX for any legal or other expense subsequently incurred by such indemnified party in connection with the defense thereof other than reasonable costs of investigation, unless (i) the indemnified party shall have employed counsel in accordance with the provisions of the preceding sentence; (ii) the indemnifying party shall not have employed counsel satisfactory to the indemnified party to represent the indemnified party within a reasonable time after the notice of the commencement of the action; or (iii) the indemnifying party has authorized the employment of counsel for the indemnified party at the expense of the indemnifying party.

Section 9.7 No Stockholder shall have any right to obtain or seek an injunction restraining or otherwise delaying any such registration as the result of any controversy that might arise with respect to the interpretation or implementation of this Article IX. The provisions of this Article IX shall not be amended or modified without the prior written consent of the Company and each of the Stockholder(s) adversely affected by such amendment or modification.

Section 9.8 Each Stockholder hereby agrees that it will not, without the prior written consent of the managing underwriter, during the period commencing on the date of the final prospectus relating to the registration by the Company of shares of its Common Stock or any other equity securities under the Securities Act on a registration statement on Form S-1, Form S-2, or Form S-3, and ending on the date specified by the Company and the managing underwriter (such period not to exceed one hundred eighty (180) days, which period may be extended upon the request of the managing underwriter, to the extent required by any FINRA rules, for an additional period of up to fifteen (15) days if the Company issues or proposes to issue an

earnings or other public release within fifteen (15) days of the expiration of the 180-day lockup period), (i) lend; offer; pledge; sell; contract to sell; sell any option or contract to purchase; purchase any option or contract to sell; grant any option, right, or warrant to purchase; or otherwise transfer or dispose of, directly or indirectly, any shares of Common Stock or any securities convertible into or exercisable or exchangeable (directly or indirectly) for Common Stock held immediately before the effective date of the registration statement for such offering; or (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of such securities, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of Common Stock or other securities, in cash, or otherwise. The foregoing provisions of this Section 9.8 shall apply only to the initial public offering, shall not apply to the sale of any shares to an underwriter pursuant to an underwriting agreement, and shall be applicable to the Stockholders only if all officers and directors are subject to the same restrictions and the Company uses commercially reasonable efforts to obtain a similar agreement from all stockholders individually owning more than 1% of the Company's outstanding Common Stock. The underwriters in connection with such registration are intended third-party beneficiaries of this Section 9.8 and shall have the right, power, and authority to enforce the provisions hereof as though they were a party hereto. Each Stockholder further agrees to execute such agreements as may be reasonably requested by the underwriters in connection with such registration that are consistent with this Section 9.8 or that are necessary to give further effect thereto. Any discretionary waiver or termination of the restrictions of any or all of such agreements by the Company or the underwriters shall apply pro rata to all Stockholders subject to such agreements, based on the number of shares subject to such agreements.

ARTICLE X
REQUIRED APPROVALS

Section 10.1 In addition to any other approvals required pursuant to this Article X and other rights provided by law, so long as Stockholders that were the First Lien Term Lenders immediately prior to the effective date of the Plan own a majority of the then outstanding Common Stock, the Company will not take the following actions without the approval of at least five of the seven Directors:

(a) the issuance, purchase, redemption or repurchase, or determination whether to exercise repurchase rights, of any Common Stock or other Stock of the Company and its Subsidiaries, including, without limitation, options, warrants and preemptive rights; *provided*, that in the event the Board is to vote upon whether to repurchase Stock from a Stockholder who designated a First Lien Term Lender Director (an "Interested Repurchase"), such First Lien Term Lender Director shall not participate in any vote or approval of an Interested Repurchase and such Interested Repurchase will require the approval of at least four of the remaining Directors;

(b) the declaration or payment of any dividends or other distributions in respect of the capital stock of the Company and its Subsidiaries;

(c) the entering into of any agreement to effect a Public Offering;

(d) the giving by the Company or any of its Subsidiaries of any guaranties or indemnities in connection with the debt or other obligations of any Person, except (i) guaranties provided in connection with the indebtedness incurred pursuant to the Credit Agreement and/or the Term Note; (ii) guaranties or indemnities expressly permitted by the Credit Agreement and/or the Term Note; and (iii) product warranties;

(e) the creation, modification, amendment or repeal of the Restated Certificate of Incorporation or the Amended and Restated By-Laws of Company or equivalent organizational documents of any of its Subsidiaries;

(f) the entering into or consummating of any Sale of the Company or, except as expressly permitted by the Credit Agreement and/or the Term Note, any sale, lease, sublease or other transfer or disposition of any material assets of the Company or any of its Subsidiaries (other than in the ordinary course of business consistent with past practice) or any voting stock of any Subsidiary of the Company;

(g) the entering into by the Company of any transaction with any Affiliate on terms more favorable to such Affiliates than would have been obtainable on an arms-length basis in the ordinary course of business; *provided*, that in the event a Director has a financial interest in, or was appointed by a Stockholder who has a financial interest in or whose Affiliate has a financial interest in, such transaction (an "Interested Transaction"), then such Director shall not participate in any vote or approval of an Interested Transaction and such Interested Transaction shall require the approval of all of the remaining Directors;

(h) the entering into by the Company of any transaction with any Affiliate on an arms-length basis in the ordinary course of business; *provided*, that in the event a Director has a financial interest in, or was appointed by a Stockholder who has a financial interest in or whose Affiliate has a financial interest in, such transaction (an "Arms-Length Affiliate Transaction"), then such Director shall not participate in any vote or approval of an Arms-Length Affiliate Transaction and such Arms-Length Affiliate Transaction shall require the approval of at least four of the remaining Directors;

(i) the entering into by the Company or any of its Subsidiaries of any loan or advance to any Person, including, without limitation, any employee or director of the Company or any Subsidiary, except advances and similar expenditures in the ordinary course of business or under the terms of an employee stock or option plan approved by the Board;

(j) the hiring, terminating, or changing of the compensation of the Company's chief executive officer, chief financial officer, chief operating officer, or any person performing similar functions, including approving any employee stock or option grants to such officers; or

(k) the changing of the principal business of the Company, entering new lines of business, or exiting the current line of business, in each case either directly or indirectly through any Subsidiary of the Company;

(l) incurring, or permitting the Company to incur, any aggregate indebtedness in excess of $1,000,000 that is not already included in a budget approved by the

Board, other than trade credit incurred in the ordinary course of business; *provided*, that in the event the Board is to vote upon whether to incur indebtedness extended by a First Lien Term Lender, or an Affiliate of such First Lien Term Lender (the "Funding First Lien Term Lender Entity"), that has designated a Director pursuant to Section 2.1(c) (a "Stockholder Lender Transaction"), then (i) such First Lien Term Lender Director shall not participate in any vote or approval of a Stockholder Lender Transaction and such Stockholder Lender Transaction will require the approval of at least four of the remaining Directors; and (ii) each Stockholder that was a First Lien Term Lender shall be given notice at least five (5) Business Days prior to the closing of a Stockholder Lender Transaction (the "Extension of Debt Notice") and shall have the right to extend its pro rata share of such indebtedness based upon a ratio of the relative number of shares of Common Stock then held (on an unconverted basis) by such Stockholder to the total number of shares then outstanding of Common Stock immediately prior to the Stockholder Lender Transaction by (a) giving written notice of such First Lien Term Lender's intent to participate in the extension of its pro rata share of such indebtedness to the Company and the Funding First Lien Term Lender Entity within five (5) Business Days of receiving the Extension of Debt Notice, and (b) either (1) if the Stockholder Lender Transaction has not been consummated on or before the tenth (10th) Business Day after receipt of the Extension of Debt Notice, funding its pro rata share of such indebtedness on the later of such tenth (10th) Business Day or the closing of the Stockholder Lender Transaction, or (2) if the Stockholder Lender Transaction has been consummated on or after the fifth (5th) Business Day after receipt of the Extension of Debt Notice but on or prior to the tenth (10th) Business Day after receipt of the Extension of Debt Notice, purchasing from the First Lien Term Lender Entity, in immediately available funds and pursuant to documentation reasonably acceptable to the Funding First Lien Term Lender Entity, its ratable share of such indebtedness (as to each purchasing Stockholder, the "Purchased Indebtedness") no later than such tenth (10th) Business Day after receipt of the Extension of Debt Notice at a purchase price equal to (x) the sum of the principal of such purchased indebtedness plus all accrued and unpaid interest and minus (y) any fees previously paid to the Funding First Lien Term Lender Entity in respect of such Purchased Indebtedness solely in the Funding First Lien Term Lender Entity's capacity as a lender with respect to such Purchased Indebtedness (i.e., fees paid ratably to all lenders in respect of the Stockholder Lender Transaction) and not in any other capacity, including as administrative agent, collateral agent or arranger; *and provided further*, that as consideration for the Funding First Lien Term Lender Entity's commitment to fund the indebtedness contemplated by the Stockholder Lender Transaction, the Company may agree to pay an additional fee to the Funding First Lien Term Lender Entity;

(m) committing or making, or permitting the Company to commit or make, any capital expenditure in excess of $1,000,000 that is not already included in a budget approved by the Board;

(n) the approval of an annual budget for each fiscal year (and, any subsequent written revisions thereto); and

(o) the entering into by the Company or any of its Subsidiaries of any agreement obliging, committing or binding the Company or any such Subsidiary to do anything or take any action referred to in clauses (a) – (n) above, and any amendment or modification of any such agreement.

ARTICLE XI
REPRESENTATIONS AND WARRANTIES OF THE STOCKHOLDERS

Each of the parties to this Agreement other than the Company (each, a "Stockholder Party") severally for itself alone, hereby makes the following representations and warranties:

(a) Such Stockholder Party is an "accredited investor" as such term is defined in Regulation D promulgated under the Securities Act. Such Stockholder Party has sufficient knowledge and experience in financial and business matters so as to have the capacity to evaluate the merits and risks of its investment in the Stock and is able to bear the complete loss of its investment in the Stock.

(b) Such Stockholder Party understands and hereby acknowledges that it is aware that the Stock has not been registered under the Securities Act or any similar state securities laws and that the Stock will be issued by the Company in reliance upon exemptions from the registration requirements of such laws. Such Stockholder Party further understands and acknowledges that all representations, warranties and agreements made herein form, in part, the basis for the foregoing exemptions under the Securities Act and the applicable state securities laws, and that in issuing the Stock to such Stockholder Party, the Company has relied on all representations, warranties and agreements of such Stockholder Party contained herein.

(c) Such Stockholder Party is acquiring the Stock for investment for its own account and not with a view to distributing all or any part thereof in any transaction which would constitute a "distribution" within the meaning of the Securities Act.

(d) Such Stockholder Party has received and read the financial information provided by the Company and has had an opportunity to discuss the Company's and its Subsidiaries' business, management and financial affairs with the officers and other management personnel of the Company and has had the opportunity to review the Company's and its Subsidiaries' operations.

(e) Such Stockholder Party does hereby acknowledge that such Stockholder Party (i) has reviewed with its own tax advisors the federal, state, local and foreign tax consequences of an investment in the Stock; (ii) is relying solely on such advisors and not on any statements or representations of the Company or any of their agents; and (iii) understands that such Stockholder Party (and not the Company) shall be responsible for its own tax liability that may arise as a result of this investment in the Stock.

(f) Such Stockholder Party understands that the Company is under no obligation to register the Stock under the Securities Act or any state securities act or to take any other action necessary to comply with an available exemption or regulation under any such acts (including Rule 144 under the Securities Act) in order to permit such Stockholder Party to sell, transfer or otherwise dispose of the Stock. Accordingly, such Stockholder Party recognizes that the Stock will not be freely transferable and understands and acknowledges that such Stockholder Party must continue to bear the economic risk of the investment in the Stock for an indefinite period.

ARTICLE XII
COVENANTS OF THE COMPANY

Section 12.1 The Company hereby affirmatively covenants to deliver to each Stockholder:

(a) after the end of each fiscal year of the Company, and in any event within one hundred twenty (120) days thereafter, the audited consolidated balance sheet of the Company and its Subsidiaries, as at the end of such fiscal year, and audited statements of income, retained earnings and cash flows of the Company and its Subsidiaries for such year, all prepared in accordance with generally accepted accounting principles consistently applied (except as disclosed therein) and setting forth in each case in comparative form the figures for the previous fiscal year, all in reasonable detail and certified by a firm of independent certified public accountants of recognized national standing selected by the Company and the Board;

(b) as soon as practicable after the end of the first, second and third quarterly accounting periods in each fiscal year of the Company, and in any event within forty-five (45) days thereafter, an unaudited consolidated balance sheet of the Company and its Subsidiaries, as of the end of each such quarterly period, and unaudited consolidated statements of income, retained earnings and cash flows of the Company and its Subsidiaries for such period and for the current fiscal year to date, prepared in accordance with generally accepted accounting principles consistently applied (except as disclosed therein), with the exception that no notes need be attached to such statements and year-end audit adjustments may not have been made, all in reasonable detail;

(c) as soon as practicable after the end of each month, but in any event within thirty (30) days thereafter, an unaudited consolidated balance sheet of the Company and its Subsidiaries, as of the end of each such monthly period, and unaudited statements of income, retained earnings and cash flows of the Company and its Subsidiaries for such period and for the current fiscal year to date, setting forth in each case in comparative form the figures for the corresponding periods for the previous fiscal year, all in reasonable detail;

(d) promptly upon their becoming available, one copy of each report, notice or proxy statement sent by the Company to its stockholders generally, and of each regular or periodic report (pursuant to the Exchange Act) and any registration statement, prospectus or other writing (other than transmittal letters) (including, without limitation, by electronic means) pursuant to the Securities Act filed by the Company with the SEC; and

(e) within sixty (60) days of the beginning of a fiscal year: (i) projected consolidated balance sheets of the Company and its Subsidiaries for such fiscal year, on a monthly basis; (ii) projected consolidated cash flow statements of the Company and its Subsidiaries for such fiscal year, on a monthly basis; and (iii) projected consolidated income statements of the Company and its Subsidiaries for such fiscal year, on a monthly basis; in each case, approved by the Board of the Company, together with appropriate supporting details.

Section 12.2 The Company hereby affirmatively covenants to hold an informational meeting for Stockholders once during each quarterly accounting period (each, a "Quarterly

Meeting") on such date and time as designated by the Board; *provided*, that such Quarterly Meeting shall be held no later than twenty (20) Business Days after the delivery of the financial statements to Stockholders pursuant to Sections 12.1(a) and (b). Stockholders may participate in a Quarterly Meeting in person or by means of a conference telephone or similar communications equipment. During each Quarterly Meeting, the Company's officers shall present a narrative overview of and provide a brief written commentary on (i) the financial statements furnished to Stockholders pursuant to Sections 12.1(a) and (b), as applicable, and (ii) the operations of Company and its Subsidiaries.

Section 12.3 The Company shall permit at least one representative of each 5% Holder, (i) at the time of each Quarterly Meeting, and (ii) once each year at such reasonable time during regular business hours as may be requested with reasonable prior notice by each such Stockholder:

(a) to visit and inspect any of the properties of the Company, at such Stockholder's expense, and to discuss its affairs, finances and accounts with the officers of the Company;

(b) to discuss the affairs, finances and accounts of the Company with its officers and consult with and advise the officers of the Company as to the management of the Company; and

(c) to inspect the books and records of the Company (including the stockholder register or any similar list of security holders of the Company);

provided, however, that each such Stockholder shall maintain and shall take appropriate steps to ensure that any such representative of such Stockholder maintains the confidentiality, in accordance with Section 16.10, of any confidential information of the Company thereby obtained.

Section 12.4 The Company hereby affirmatively covenants to:

(a) provide prompt written notice to each of the Stockholders pursuant to Article XIV of any environmental, health or safety ("EHS") event or matter reasonably likely to materially adversely impact the Company's operations, including, but not limited to notices of violations; fines or assessments; citations; suits; written complaints or administrative actions alleging violations of EHS laws; serious personal injury or property damage; unauthorized releases, spills or discharges of any significant quantities of hazardous substances into the environment or conditions which may cause the Company to operate in non-compliance with its EHS policies or applicable EHS laws;

(b) at regular intervals, but no less frequently than every three months, provide to the Board and to each of the Stockholders a written report describing the compliance of the Company with its EHS policies and applicable EHS laws, and implement such improvements and corrections as may be necessary or appropriate, after consultation with outside counsel and the Board, to maintain conformance with such policies and laws; and

(c) comply with all applicable statutes, laws, ordinances, rules, orders and regulations concerning labor, industrial hygiene and EHS laws, except where the failure to so comply could not reasonably be expected to have a material adverse effect on the condition (financial or otherwise), results of operations, business, or properties of the Company.

ARTICLE XIII
SUBSEQUENT STOCKHOLDERS

The Company shall not issue or sell, and no other party hereto shall Transfer, any Stock (including issuances to management, if any) to any Person unless such Person executes a Joinder Agreement and agrees to be bound by the terms of this Agreement in the same capacity as though he or she or it were an original signatory hereto. Upon the delivery to the Company of such Joinder Agreement, such Person shall be bound by and entitled to the benefits of this Agreement in such capacity. Upon the joinder of a party to this Agreement, or upon receipt by the Company of a written notice from a party of a change in name, the Company shall cause the appropriate Schedule(s) to this Agreement to be amended to reflect such joinder or change in name, as the case may be, without further action required by the other parties hereto.

ARTICLE XIV
NOTICES

All notices, demands, consents, approvals, requests or other communications which any of the parties to this Agreement may desire or be required to give hereunder (collectively, "Notices") shall be in writing and shall be given by (a) registered or certified mail, return receipt requested, with postage prepaid, by a nationally recognized overnight courier, or (b) PDF via email to be followed by registered or certified mail, return receipt requested, with postage prepaid, by a nationally recognized overnight courier, and addressed as follows:

If to the Company:

J.L. French Automotive Castings, Inc.
3101 South Taylor Drive
PO Box 1024
Sheboygan, Wisconsin 53082-1024
Attention: Steven A. Boyack
Telecopier: (920) 458-4861
Email: sboyack@jlfrench.com

With copies to:

Varnum, Riddering, Schmidt & Howlett LLP
Bridgewater Place
333 Bridge Street, N.W.
P.O. Box 352
Grand Rapids, MI 49501-0352
Attention: Michael G. Wooldridge

Telecopier: (616) 336-7000
Email: mgwooldridge@varnumlaw.com

If to any Stockholder, to such Stockholder at the address indicated under the Stockholder's name on the signature pages hereto, as from time to time amended. The Company or any Stockholder may change its address for Notices hereunder by a Notice given pursuant to this Article XIV. A Notice sent in compliance with the provisions of this Article XIV shall be deemed given on the third Business Day next succeeding the day on which it is sent if sent by registered or certified mail or on the first Business Day following the day on which the notice was delivered to an overnight courier.

ARTICLE XV
TAX LIABILITY

In the event that the Internal Revenue Service asserts a claim that the Company or Pre-Petition Company did not properly withhold or deduct applicable tax from amounts paid to any Lender to or for the account of such Lender, such Lender shall (a) pay the Internal Revenue Service, and (b) discharge all such tax relating to such withholding tax claim. This Article XV shall survive termination of this Agreement.

ARTICLE XVI
MISCELLANEOUS

Section 16.1 Entire Agreement. This Agreement (together with any other agreements contemplated hereby) among the Company and any Stockholder, constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings and negotiations, both written and oral, between the parties with respect to the subject matter hereof or thereof. No representation, inducement, promise, understanding, condition or warranty not set forth in this Agreement (or in any other agreements contemplated hereby) has been made or relied upon by any party to this Agreement. This Agreement is not intended to confer upon any Person other than the parties hereto and the Company any rights or remedies hereunder.

Section 16.2 Amendment Except as otherwise provided in Section 2.3 and Article IX, any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and approved by the Company and the holders of at least 75% of the then outstanding Common Stock.

Section 16.3 Waiver. No failure or delay by any party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies in this Agreement provided shall be cumulative and not exclusive of any rights or remedies provided by law.

Section 16.4 Termination. Except with respect to Article XV, this Agreement (a) may be terminated at any time by the written agreement of the Company and all Persons who are party to this Agreement and hold Stock at the time of such termination; and (b) shall

automatically terminate (i) upon all shares of Stock of the Company being owned by a single Person, or (ii) immediately prior to the consummation of a Public Offering, except that in the event of a Public Offering, Article IX shall survive the consummation of a Public Offering until such time as it expires pursuant to the terms thereof.

Section 16.5 Governing Law; Jury Trial Waiver. This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF, UNDER OR IN CONNECTION WITH, THIS AGREEMENT.

Section 16.6 Successors and Assigns. Subject to the other provisions hereof, the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

Section 16.7 No Other Relationships. Nothing herein contained shall be construed to constitute any Stockholder the legal representative or agent of any other Stockholder. No party to this Agreement shall have any right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name of or on behalf of any other party to this Agreement. No Stockholder shall assume or be responsible for any liability or obligation of any nature of, or any liability or obligation that arises from any act or omission to act of, any other party to this Agreement however or whenever arising. This Agreement shall not limit in any manner the manner in which the Stockholders or their respective Affiliates conduct their own respective businesses and activities. The Company and each Stockholder (a) agrees that any Stockholder and any Affiliates of a Stockholder may engage in or possess interests in other business ventures and activities of every kind and description, independently or with others, whether existing as of the date hereof or hereafter coming into existence; (b) authorizes, consents to and approves of such activities, whether or not any such activities may conflict with any interest of the Stockholder or any Stockholder; and (c) agrees that neither the Company nor the Stockholder(s) (nor any of them) shall have any rights in or to any such ventures and activities or any income or profits derived therefrom. The provisions of this Section 16.7 are not intended to limit or modify the restrictions or prohibitions of any employment agreements or other agreements regarding non-competition to which any Stockholder is a party. To the extent that at law or in equity, a Stockholder has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any other Stockholder, such Stockholder acting under this Agreement shall not be liable to the Company or to any Stockholder for its good faith reliance on the provisions of this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Stockholder otherwise existing at law or in equity, are agreed by the parties hereto to replace such other duties and liabilities of such Stockholder.

Section 16.8 Illegality and Severability. If application of any one or more of the provisions of this Agreement shall be unlawful under applicable law and regulations, then the parties will attempt in good faith to make such alternative arrangements as may be legally permissible and which carry out as nearly as practicable the terms of this Agreement. Should any portion of this Agreement be deemed unenforceable by a court of competent jurisdiction, the

remaining portion hereof shall remain unaffected and be interpreted as if such unenforceable portions were initially deleted.

Section 16.9 Specific Performance. Each of the parties to this Agreement agrees that a breach by it of any covenants or agreements contained in this Agreement will cause other parties to sustain damages for which such parties would not have an adequate remedy at law for money damages, and therefore each party hereto agrees that in the event of any such breach, such other parties shall be entitled to the remedy of specific performance of such covenants and agreements and injunctive and other equitable relief in addition to any other remedy to which such parties may be entitled, at law or in equity.

Section 16.10 Confidentiality; Public Announcements, Etc. Each Stockholder agrees, and agrees to cause its Affiliates, and its representatives who obtain any such information pursuant to Section 12.3, to at all times hold in confidence and keep secret and inviolate all of the Company's confidential information, including, without limitation, all unpublished matters relating to the business, property, accounts, books, records, customers and contracts of the Company, which the Stockholder or any such Affiliates may or hereafter come to know; *provided*, however, that, except as otherwise provided herein, the Stockholder may disclose any such information (a) to its Affiliates who agree to be bound by such confidentiality provisions; (b) to its limited partners, representatives and agents who agree to be bound by such confidentiality provisions; (c) that otherwise is or has become generally available to the public (without breach of this Section 16.10); (d) as to which such Stockholder has obtained knowledge from sources other than the Company or any of its Subsidiaries or any of their respective employees, advisors, agents, representatives, directors or officers (provided, that such source is not known by such Stockholder to be bound by a confidentiality agreement with the Company or any of its Subsidiaries); or (e) that it is required to disclose to any governmental authority by law or subpoena or judicial process or as is required to enforce its rights hereunder or that is required to be disclosed under the rules of any stock exchange to which any Stockholder or an Affiliate is subject, in which case, the disclosing Stockholder shall use reasonable efforts (to the extent not prohibited by any applicable law, court order or other legitimate governmental authority) to provide the Company with prompt advance notice of such disclosure so that the Company shall have the opportunity if it so desires to seek a protective order or other appropriate remedy and, in connection with any disclosure required by the SEC or the rules of any stock exchange to which a Stockholder or any Affiliate of a Stockholder is subject, the disclosing Stockholder shall reasonably cooperate, at the Company's expense, with the Company's efforts to obtain confidential treatment for such disclosure. Notwithstanding the foregoing, any Stockholder may disclose any such confidential information to any potential purchaser of such Stockholder's Stock as long as such potential purchaser is not a Competitor and who has executed a written agreement with such Stockholder whereby such potential purchaser agrees to be bound by all of the confidentiality provisions set forth in this Section 16.10 and which expressly provides that the Company shall be a third party beneficiary of such agreement. Each Stockholder agrees, and agrees to cause its Affiliates and any Person to whom it provides confidential information pursuant to clause (a) and/or (b) above, to use such confidential information only in connection with the business of the Company, such Stockholder's equity investment therein and any lending relationship between the Company and such Stockholder, and not for any other purpose, including, without limitation, in connection with any competitive or potentially competitive activities. No Stockholder or any of its Affiliates shall issue or make, or cause to be issued or

made, any publicity release, advertisement, filing, public statement or announcement made, regarding this Agreement or any of the transactions contemplated hereby, unless it is first reviewed by, and reasonably satisfactory to (such reasonable satisfaction to be confirmed in writing), the Company.

Section 16.11 Restrictive Legends. The Company will stamp or imprint each certificate or other instrument representing shares of Stock, throughout the term of this Agreement, with a legend in the following form:

> "THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR UNDER ANY STATE SECURITIES LAWS, AND MAY NOT BE SOLD, TRANSFERRED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR AN EXEMPTION THEREFROM UNDER SAID ACT OR SUCH LAWS AND THE RULES AND REGULATIONS THEREUNDER.
>
> THE VOTING, SALE, TRANSFER, ENCUMBRANCE OR OTHER DISPOSITION OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO THE TERMS AND CONDITIONS OF A STOCKHOLDERS' AGREEMENT, DATED AS OF SEPTEMBER [_], 2009, AMONG J.L. FRENCH AUTOMOTIVE CASTINGS, INC. AND CERTAIN HOLDERS OF ITS OUTSTANDING CAPITAL STOCK (AS THE SAME MAY BE AMENDED, MODIFIED, SUPPLEMENTED OR RESTATED FROM TIME TO TIME), A COPY OF WHICH MAY BE OBTAINED AT NO COST BY WRITTEN REQUEST MADE BY THE HOLDER OF RECORD OF THIS CERTIFICATE TO THE SECRETARY OF J.L. FRENCH AUTOMOTIVE CASTINGS, INC."

Section 16.12 Captions. The captions in this Agreement are included for convenience or reference only and shall be ignored in the construction or interpretation hereof.

Section 16.13 Counterparts; Effectiveness. This Agreement may be signed in any number of counterparts, any of which may be delivered via facsimile, PDF, or other forms of electronic delivery, each of which shall be an original, with the same effect as if the signatures thereto and to this Agreement were upon the same instrument. This Agreement shall become effective when each party to this Agreement shall have received a counterpart hereof signed by the other party to this Agreement.

Section 16.14 Equity Splits. All references to numbers of units or shares of Common Stock in this Agreement shall be appropriately adjusted to reflect any dividend, split, combination or other recapitalization of equity of the Company occurring after the date of this Agreement.

Signature pages follow.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

J.L. FRENCH AUTOMOTIVE CASTINGS, INC.

By:_____
Name:
Title:

Address for Notices:

3101 South Taylor Drive
PO Box 1024
Sheboygan, Wisconsin 53082-1024
Attention: Steven A. Boyack
Telecopier: (920) 458-4861
Email: sboyack@jlfrench.com

EACH OF THE COMMON STOCKHOLDERS LISTED ON SCHEDULE I ATTACHED HERETO AND MADE A PART HEREOF

STOCKHOLDER

[_____]

By: _____
Name:
Title:

Address for Notices:

Telecopier:
Email:

EXHIBIT A

Form of Joinder Agreement

JOINDER
TO
STOCKHOLDERS' AGREEMENT
OF
J.L. FRENCH AUTOMOTIVE CASTINGS, INC.

The undersigned, [_____], in order to become the owner or holder of [_____] shares of Common Stock, par value $.01 per share, of J.L. French Automotive Castings, Inc., a Delaware corporation, hereby agrees to become a Stockholder party to, and to be bound in all respects by the terms and conditions within, that certain Stockholders' Agreement, dated as of [_____], 2009 (the "Stockholders' Agreement"), by and among, J.L. French Automotive Castings, Inc. and each of the other parties signatory thereto, a copy of which is attached hereto. This Joinder Agreement shall become a part of such Stockholders' Agreement.

Executed as of the date set forth below under the laws of the State of Delaware.

_____
Name:
Address:

Date: _____

Accepted:

J.L. FRENCH AUTOMOTIVE CASTINGS, INC.

By: _____

Date: _____

SCHEDULE I

Common Stockholders