

# **EXHIBIT B**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
	)	
J.L. FRENCH AUTOMOTIVE CASTINGS,	)	Case No. 09-12445 (KG)
INC., <i>et al.</i> ,	)	
	)	(Jointly Administered)
Debtors. <sup>1</sup>	)	Re Docket No. 7

**ORDER AUTHORIZING THE DEBTORS TO RETAIN HOULIHAN  
LOKEY HOWARD & ZUKIN CAPITAL, INC. AS  
INVESTMENT BANKER TO THE DEBTORS**

This matter coming to be heard on the Debtors' *Application for Order Authorizing the Employment and Retention of Houlihan Lokey Howard & Zukin Capital, Inc. as Investment Banker to the Debtors and Debtors In Possession* (the "Application"), filed by the Debtors, the Court having reviewed the Application, the November 25, 2008 engagement letter agreement between the Debtors and Houlihan Lokey (the "Engagement Letter"), and the Declaration of Andrew Turnbull (the "Turnbull Declaration"); and in light of the withdrawal of the Acting United States Trustee's Objection to Application for Entry of an Order Authorizing Retention and Employment of Houlihan Lokey Howard & Zukin Capital. as Investment Banker to the Debtors and Debtors-in-Possession Nunc Pro Tunc to the Petition Date (Docket No. 175), and the filing of the Supplemental Declaration of Andrew Turnbull in Support of the Application [Docket No. 262] (the "Supplemental Declaration"); and having heard the statements of counsel

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

at a hearing on the Application (the “Hearing”); the Court finding that: (a) the Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334 and reference from the District Court pursuant to 28 U.S.C. § 157; (b) notice of the Application and the Hearing was sufficient under the circumstances; (c) the Court having determined that Houlihan Lokey is a “disinterested person” pursuant to § 101(14) of the Bankruptcy Code; and (d) the Court having determined that the legal and factual bases set forth in the Application, the Turnbull Declaration, and the ~~Turnbull~~Supplemental Declaration establish just cause for the relief granted herein;

IT IS HEREBY ORDERED THAT:

1. The Application shall be, and hereby is, GRANTED as set forth herein.
2. Capitalized terms not otherwise defined herein have the meanings given to them in the Application.
3. The Debtors are authorized to retain and employ Houlihan Lokey Howard & Zukin Capital, Inc. (“Houlihan Lokey”) as investment bankers at the expense of these Chapter 11 estates, pursuant to sections 327(a) and 328(a) of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016 and the terms set forth in the Application as of the Petition Date.
4. Houlihan Lokey shall be compensated for such services, and reimbursed for any related expenses, in accordance with section 328(a) of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, and any other applicable orders of this Court.
5. Houlihan Lokey’s fees shall not be subject to challenge except under the standard of review set forth in section 328(a) of the Bankruptcy Code.
6. Houlihan Lokey’s fees and expenses shall be paid in the amounts, at the times and in the manner described in the Engagement Letter.

7. Houlihan Lokey shall be excused from maintaining time records in connection with the services to be rendered pursuant to the Engagement Letter, provided, however, that Houlihan Lokey shall submit with each monthly fee statement and fee application hourly estimates of the time spent by each professional, by general category of work performed.

Wilmington, Delaware

8. The indemnification provisions of the Engagement Letter are approved, subject to the following:

a) Houlihan Lokey (defined for purposes of this paragraph 8 to include any "Indemnified Parties" as that term is defined in the Engagement Letter) shall not be entitled to indemnification, contribution or reimbursement pursuant to the Engagement Letter for services other than those described in the Engagement Letter, unless such services and indemnification therefor are approved by the Court;

b) The Debtors shall have no obligation to indemnify Houlihan Lokey, or provide contribution or reimbursement to Houlihan Lokey, for any claim or expense that is either (i) judicially determined (the determination having become final) to have arisen solely from the gross negligence or willful misconduct of Houlihan Lokey, (ii) for a contractual dispute in which the Debtors and/or Committee allege the breach of Houlihan Lokey's contractual obligations unless the Court determines the indemnification, contribution or reimbursement would be permissible pursuant to *In re United Artists Theatre Co.*, 315 F.3d 217 (3d Cir. 2003); or (iii) settled prior to a judicial determination as to the exclusions set forth in clauses (i) and (ii) above, but determined by the Court, after notice and hearing to be a claim or expense which Houlihan Lokey should not receive indemnity, contribution or reimbursement under the terms of the Engagement Letter as modified by this Order; and

c) if, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these cases (that order having become a final order no longer subject to appeal), and (ii) the entry of an order closing these chapter 11 cases, Houlihan Lokey believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution and/or reimbursement obligations under the Engagement Letter (as modified by this Order), including without limitation the advancement of defense costs, Houlihan Lokey must file an application with this Court, and the Debtors may not pay any such amounts to Houlihan Lokey before the entry of an order by this Court approving the payment. This subparagraph (c) is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by Houlihan Lokey for indemnification, contribution, or reimbursement and not a provision limiting the duration of the Debtors' obligations to indemnify Houlihan Lokey. All parties in interest shall retain the right to object to any demand by Houlihan Lokey for indemnification, contribution or reimbursement.

Date: \_\_\_\_\_September\_\_\_\_\_, 2009

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The Honorable Kevin Gross  
United States Bankruptcy Judge