

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

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

**STIPULATION BY AND BETWEEN THE DEBTORS
AND FIFTH GENERATION PROPERTIES, L.L.C.**

This stipulation (the "Stipulation") is entered into by and between the above-captioned debtors and debtors in possession (the "Debtors") and Fifth Generation Properties, L.L.C. ("FGP"; together with the Debtors, the "Parties") with respect to the following facts and recitals:

- A. On July 13, 2009, the Debtors filed their voluntary petitions for chapter 11 relief (the "Petition Date").
- B. On July 26, 2009, the Debtors filed the "Debtors' First Amended Joint Plan of Reorganization under Chapter 11 of the Bankruptcy Code" (the "Plan").²
- C. On September 3, 2009, the Court entered its order confirming the Plan (the "Confirmation Order")
- D. The Plan provides that the Debtors may assume or reject certain unexpired leases and executory contracts.

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

² Any capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan.


E. JL French Automotive Castings, Inc. ("JLFACT") as lessee, and FGP, as lessor, are party to that certain lease agreement dated April 11, 2005 with respect to certain real property located in Sheboygan, Wisconsin (the "Lease").

F. Prior to the entry of the Confirmation Order, JLFACI and FGP negotiated and entered into a First Amendment to Lease dated September 2, 2009 (the "First Amendment") in connection with the JLFACI's intended assumption of the Lease, as modified by the First Amendment, pursuant to the Plan. A true and correct copy of the First Amendment is attached hereto as Exhibit 1.

NOW THEREFORE, in consideration of the foregoing, the Parties hereby stipulate and agree as follows:

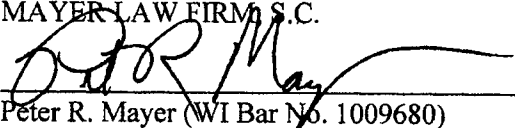
1. Pursuant to the Plan and the Confirmation Order, JLFACI shall be deemed to have assumed the Lease, as modified by the First Amendment.

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