EXHIBIT 1

FIRST AMENDMENT TO LEASE

This First Amendment to Lease is entered into this 2nd day of September, 2009, by and between Fifth Generation Properties, L.L.C., a Wisconsin limited liability company ("Lessor"), and J.L. French Automotive Castings, Inc., a Wisconsin corporation ("Lessee").

RECITALS

- A. Lessor and Lessee entered into a lease agreement dated April 11th, 2005 (the "Lease"), for premises including land and a warehouse containing approximately 135,000 square feet of space, as more specifically identified in the Lease, in the building located at Lot 8B of the Certified Survey Map recorded as 17 C.S.M. 68/69 in Sheboygan, Wisconsin (the "Leased Premises").
- B. Lessee and its related and affiliated entities have filed for bankruptcy under Chapter 11 of Title 11 of the United States Code in Case Number 09-12445 in the United States Bankruptcy Court for the District of Delaware and Lessee is desires to assume the Lease, as modified by this Amendment.
- C. In consideration for and upon the Court's approval of Lessee's assumption of this Lease, as modified, Lessor is willing to modify the terms and conditions of the Lease as set forth below.

AGREEMENT

NOW, THEREFORE, for other good and valuable consideration, the receipt of which is hereby acknowledged, Lessor and Lessee agree to amend the Lease as follows:

1. Term of Lease/Option to Terminate. Lessor hereby grants to Lessee the right and option to terminate this Lease effective as of August 31, 2011 (the "Early Termination Date"). This option to terminate is in consideration for the Lessee's assumption of the Lease, as modified, and is provided to Lessee without any additional payment to Lessor of an option fee or Lease buy-out payment and is available only if Lessee is in full compliance with the exact terms and conditions set forth in this paragraph. In the event that Lessee desires to exercise this option to terminate and PROVIDED THAT Lessee is not then in default of this Lease and provides Lessor with adequate assurance of its willingness and ability to pay all amounts due and to become due through the Early Termination Date, then Lessee may exercise the option to terminate this Lease by sending written notice to Lessor not later than March 1, 2011 in the manner required by Paragraph 18 of the Lease. In the event that written notice is sent to Lessor after March 1, 2011, such notice shall not be valid to exercise the option and the option may not be exercised. In the event that Lessee is either in default at the time notice is sent or fails to provide Lessor with adequate assurance of its willingness and ability to pay all amounts due and to become due through the Early Termination Date, then such notice shall not be valid to exercise the option and the option may not be exercised. If the option to terminate the Lease is properly exercised as required by this paragraph, then Lessee shall redeliver the Leased Premises to Lessor on the Early Termination Date as required by Paragraphs 12(d) and 20(e) of the Lease.

- 2. Base Rent. During the period from May 1, 2009 to and including August 31, 2011, Lessee hereby covenants and agrees to pay Lessor as Base Rent an annualized amount equal to the sum of Three Hundred Sixty Thousand Dollars (\$360,000.00), payable in equal monthly installments of Thirty Thousand Dollars (\$30,000.00) on or before the first day of each month, and Paragraph 4(a) of the Lease is deemed amended accordingly during such period of time. In the event that Lessee does not exercise the option to terminate the Lease as set forth in Paragraph 1 above, then Lessee shall pay Lessor as Base Rent at an annualized amount equal to Three Hundred Sixty Thousand Dollars (\$360,000.00), payable in equal monthly installments of Thirty Thousand Dollars (\$30,000.00) on or before the first day of each month, through April 30, 2012, and Paragraph 4(a) of the Lease is deemed amended accordingly during such period of time, and commencing May 1, 2012, Base Rent shall be paid by Lessee in the amounts as set forth in the original Lease and Lessee hereby covenants and agrees to pay Lessor annually as Base Rent an amount equal to the sum of Four Hundred and Five Thousand Dollars (\$405,000.00), payable in equal monthly installments of Thirty-Three Thousand Seven Hundred and Fifty Dollars (\$33,750.00) on or before the first day of each month.
- 3. This First Amendment to Lease shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.
- 4. All other terms and provisions of the Lease, which are not inconsistent with this First Amendment to Lease, shall remain in full force and effect.
- 5. This First Amendment to Lease shall be effective upon the approval by the United States Bankruptcy Court of the assumption of this Lease, as modified by this First Amendment, pursuant to Section 365 of Title 11 of the United States Code; provided, however, that in the event such assumption and order is not granted within sixty (60) days of the date this First Amendment has been signed by Lessor, or in the event that after the entry of an order approving the assumption, Lessee later rejects this Lease, then this First Amendment to Lease shall be null and void and Lessor shall retain all rights and remedies available to Lessor under the Lease, subject to the application of the United States Bankruptcy Code.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Lease as of the day first above written.

LESSOR: Fifth Generation Properties, L.L.C.		·
Reed J. Schmitt, Member	_ Date Signed_	9/12/09
LESSEE:		
J.L. French Automotive Castings, Inc.	-	9/2/09
Larry Paquin, Vice President Quality and Enginee	_ Date Signed_ ring	