

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

PROOF OF CLAIM



YOUR CLAIM IS SCHEDULED AS

In re
Oxford Automotive, Inc

Case Number
04-74377

Schedule/Claim ID s3037 **60994**
Amount/Classification **\$235.54/mth @ age 65**
Priority Unliquidated

NOTE This form should not be used to make a claim for an administrative expense arising after the commencement of the case A "request" for payment of an administrative expense may be filed pursuant to 11 U S C § 503

Check box if you are aware that anyone else has filed a proof of claim relating to your claim Attach copy of statement giving particulars

Check box if you have never received any notices from the bankruptcy court in this case

Check box if this address differs from the address on the envelope sent to you by the court

The amounts reflected above constitute your claim as scheduled by the Debtor or pursuant to a filed claim If you agree with the amounts set forth herein and have no other claim against the Debtor you do not need to file this proof of claim EXCEPT as stated below

If the amounts shown above are listed as Contingent, Unliquidated or Disputed, you must file a proof of claim

If you have already filed a proof of claim with the Bankruptcy Court or BMC you do not need to file again
THIS SPACE IS FOR COURT USE ONLY

Name of Creditor and Address
08111832008205
PEYRON SUSAN
78 WYNN GATE CT
NEW ALBANY IN 47150-6545

Creditor Telephone Number ()

Creditor Federal Tax ID

Account Or Other Number By Which Creditor Identifies Debtor

Check here replaces or amends a previously filed claim dated _____

1 BASIS FOR CLAIM
 Goods sold Personal injury/wrongful death Retiree benefits as defined in 11 U S C § 1114(a)
 Services performed Taxes Wages salaries and compensation (Fill out below)
 Money loaned Other (describe briefly) _____
 Last four digits of SS # _____
 Unpaid compensation for services performed from _____ to _____
 (date) (date)

2 DATE DEBT WAS INCURRED

3 IF COURT JUDGMENT, DATE OBTAINED

4 TOTAL AMOUNT OF CLAIM AT TIME CASE FILED \$ _____ (unsecured) \$ _____ (secured) \$ _____ (unsecured priority) \$ _____ (Total)

If all or part of your claim is secured or entitled to priority, also complete Item 5 or 7 below
 Check this box if claim includes interest or other charges in addition to the principal amount of the claim Attach itemized statement of all interest or additional charges

5 SECURED CLAIM
 Check this box if your claim is secured by collateral (including a right of setoff)
 Brief description of collateral
 Real Estate Motor Vehicle
 Other _____
 Value of Collateral \$ _____
 Amount of arrearage and other charges at time case filed included in secured claim if any \$ _____

7 UNSECURED PRIORITY CLAIM
 Check this box if you have an unsecured priority claim
 Amount entitled to priority \$ _____
 Specify the priority of the claim
 Wages salaries or commissions (up to \$4 925)* earned within 90 days before filing of the bankruptcy petition or cessation of the Debtor's business whichever is earlier 11 U S C § 507(a)(3)
 Contributions to an employee benefit plan 11 U S C § 507(a)(4)
 Up to \$2 225* of deposits toward purchase lease or rental of property or services for personal family or household use 11 U S C § 507(a)(6)
 Alimony maintenance or support owed to a spouse former spouse or child 11 U S C § 507(a)(7)
 Taxes or penalties owed to governmental units 11 U S C § 507(a)(8)
 Other Specify applicable paragraph of 11 U S C § 507(a) (_____)
 * Amounts are subject to adjustment on 4/1/07 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment

8 CREDITS The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim

9 SUPPORTING DOCUMENTS Attach copies of supporting documents, such as promissory notes purchase orders invoices itemized statements of running accounts contracts court judgments mortgages security agreements and evidence of perfection of lien DO NOT SEND ORIGINAL DOCUMENTS If the documents are not available explain If the documents are voluminous attach a summary

10 DATE-STAMPED COPY To receive an acknowledgment of your claim, please enclose a self-addressed, stamped envelope and an additional copy of this proof of claim

The original of this completed proof of claim form must be sent by mail or hand delivered (FAXES NOT ACCEPTED) so that it is actually received on or before 5 00 pm, on January 18, 2005 for Non-Government Claimants OR on or before April 7, 2005 for Governmental Units
 BY MAIL TO
 Oxford Automotive Inc
 c/o BMC Group
 PO Box 977
 El Segundo CA 90245-0977
 BY HAND OR OVERNIGHT DELIVERY TO
 Oxford Automotive Inc
 c/o BMC Group
 1330 East Franklin Ave
 El Segundo CA 90245

THIS SPACE FOR COURT USE ONLY
FILED
JAN 13 2005
BMC
 Oxford Automotive Inc
 00331

DATE SIGNED
12/7/05

SIGN and print the name and title if any of the creditor or other person authorized to file this claim (attach copy of power of attorney if any)
Susan Peyron Susan Peyron



March 14, 2001

SUSAN L PEYRON
78 WYNN GATE
NEW ALBANY, IN 47150

Dear Oxford Automotive Employee

Like every business, especially in the competitive automotive segment, Oxford Automotive has to invest its resources wisely. At the same time we need to offer employees an attractive benefit program to have the talent we need to succeed.

We are pleased to announce changes to our retirement program for salaried employees that will help us meet both these goals. Our new program represents a shift in focus—away from a complex, service-driven approach and toward one that is simpler and gives employees more flexibility and direct control.

Current Pension Plans Will Be Frozen

As a first step in this new approach, the current Lobdell Emery and Howell Industries defined benefit pension plans for salaried employees will be “frozen” as of March 31, 2001. When a pension plan is frozen, participants will not earn any new benefits under that plan. But they also will not lose any accrued benefits they have earned up to the date of the freeze, either.

Your vested benefit as of March 31, 2001, will stay in the plan and can be paid out to you under plan rules when you are eligible for early or normal retirement. At that time, your benefit will be payable to you in any of the forms offered by the plan—monthly payments for your lifetime, lower monthly payments for your lifetime with a benefit for your spouse after your death, and so on.

To be vested, you must have at least 5 years of service taking into account time with Lobdell Emery, Howell Industries, and any other Oxford Automotive affiliate. If you are not yet vested in your benefit, you can continue to earn vesting service if you remain with Oxford Automotive until you do have a total of at least 5 years of service. This extension applies only to vesting. Service for any other features of the plan will be frozen as of March 31, 2001.

Included with this letter is a notice that must be sent to plan participants when future benefit accruals under a plan are reduced or eliminated.

Savings Plan Benefits Increased

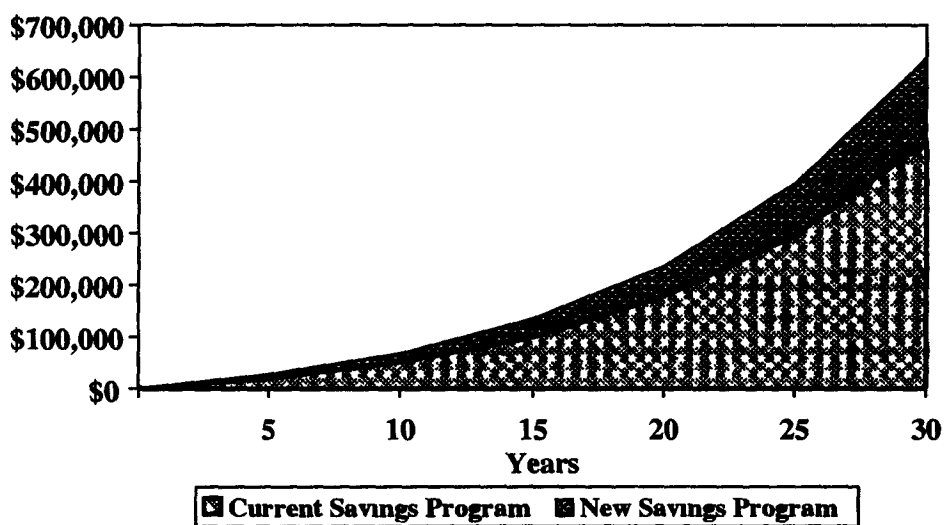
Our new program shifts the emphasis to the Oxford Automotive Savings Plan. Beginning on May 1, 2001, we will increase the company matching contribution to our 401(k) savings plan. With this enhanced match and a wide range of investment options, you will have more control than ever before over your retirement benefit. What’s more, this account balance style of benefit is a benefit you can see and understand as you plan for your future.

Under the new program, Oxford Automotive will match the first 3% of pay that you save dollar for dollar. Then, the company will match the next 2% of pay you save at \$0.50 on the dollar. All contributions are 100% vested right away.

That's a total Oxford Automotive contribution of 4% when you save 5% in the plan. The maximum match today is just 1½% and to reach that amount, you needed to contribute 6% of pay.

To see how this improved match can pay off, look at this graph. It shows the accumulated account balance over time for an employee who is currently earning \$40,000 a year and contributing 6% to the plan each year, it also assumes annual pay increases of 3% and an 8% annual rate of return from the investments.

What's more, payment from the Savings Plan will be made as a lump sum. And it's yours to take with you should you leave Oxford Automotive before retirement age.



More Information to Come

You'll have questions about this new retirement benefit program and we hope to give you all the answers you need. Beginning later this month, you can attend meetings with Fifth Third Bank and The Ayco Company to hear all about the new program and new investment options. You'll also receive plan information you can read at home and share with your family.

Then, in May, you'll get a personalized benefit statement that explains just what your accrued pension benefit is. And, starting at the same time, you'll have the opportunity to talk one-on-one with a retirement program expert from The Ayco Company by phone. Oxford Automotive is making all these resources available to you so that you can make the most of your new program.

Our new approach is a good one for the company and for our employees. We look forward to sharing more information about it with you in the near future.

Yours truly,

Aurelian Bukatko
Executive Vice President
& Chief Financial Officer

Michael Hartt
Vice President Human Resources
North America



**HOWELL INDUSTRIES, INC, PENSION AND RETIREMENT FUND PLAN
LOBDELL EMERY CORPORATION SALARIED EMPLOYEES' RETIREMENT INCOME PLAN**

**Notice Of Reduction/"Freezing" Of Future Benefit Accrual Rate Per ERISA 204(h)
(effective March 31, 2001)**

The Howell Industries, Inc Pension and Retirement Fund Plan and the Lobdell Emery Corporation Salaried Employees' Retirement Income Plan (the "Plans") were recently amended. This amendment included changes to the Plans which will result in the "freezing" of benefit accruals under the Plans effective March 31, 2001, no future benefits will accrue after that date. This means generally that the monthly retirement benefit payable from the Plans when you reach the normal retirement age of 65 will not increase from the level you had accrued as of March 31, 2001, and any service or compensation you earn after that date will not be taken into account in calculating the amount of your Plan benefit. All other benefits payable at other ages under the Plans are similarly "frozen" at current accrued benefit levels.

This Notice (as required pursuant to Section 204(h) of the Employee Retirement Income Security Act of 1974), is intended to acquaint you with this change in the Plans and the impact it might have on your benefits under the Plans, please read it carefully. If you have any questions, please contact Human Resources.

March 14, 2001



**Lobdell Emery Corporation Salaried Employees' Retirement Income Plan
Pension Benefit Statement as of 3/31/2001**

Name	SUSAN L PEYRON	SS#	303-76-0994
Address	78 WYNN GATE NEW ALBANY, IN 47150	Birth Date	12/13/1959
		Original Hire Date	10/09/1995
		Salaried Hire Date	10/09/1995

Service and Pay History	
Credited Service	4 500 years
Monthly Compensation History	
2000	\$ 3,940 25
1999	3,838 38
1998	3,523 82
1997	3,233 83
1996	2,911 33
Final Average Monthly Compensation	3,489 52

Vesting
To be 100% vested in your pension benefit, you must have at least five years of vesting service with Oxford Automotive or one of its affiliates As of March 31, 2001, you are 100% vested in your accrued benefit

Accrued Benefit
Your accrued benefit payable during your lifetime, with five years guaranteed starting at age 65, is \$235 54 per month In accordance with Plan provisions, you may also take your benefit in one of the optional forms of payment offered by the Plan and, if you had at least 10 years of Credited Service with the Company on March 31, 2001, you may elect to receive a monthly benefit before age 65

The benefits shown on this statement are estimates Your actual pension will be calculated when you terminate employment or retire and may be different than the amount shown on this statement

If you have elected to be covered by the pre-retirement death benefit offered by the Plan, your accrued benefit will be reduced for the cost of this coverage This statement does not reflect benefits earned as an hourly employee

This statement is based on actual Company records and is subject to correction for any errors in the records or otherwise In the event of a discrepancy, the Plan document shall control a final determination concerning benefits under the Plan The Company reserves the right to end, suspend or amend the Plan at any time, in whole or in part

Should you have any questions or wish to correct any of the personal data listed above, please contact Human Resources