

PROOF OF CLAIM



YOUR CLAIM IS SCHEDULED AS

In re  
**Oxford Automotive, Inc**

Case Number  
**04-74377**

Schedule/Claim ID s5736  
Amount/Classification  
UNKNOWN Unsecured 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

Name of Creditor and Address  
 08111832010983  
HARTER JR HENRY  
1465 E 350 N  
WINCHESTER IN 47394

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**

Creditor Telephone Number **065 534-8311**

Creditor Federal Tax ID

**311-62-0408**

Account Or Other Number By Which Creditor Identifies Debtor Fed# **38-3262809**  
St# **032809690019**

Check here  replaces or  amends if this claim a previously filed claim dated \_\_\_\_\_

1 BASIS FOR CLAIM

- Goods sold
- Services performed
- Money loaned
- Personal injury/wrongful death
- Taxes
- Other (describe briefly)

- Retiree benefits as defined in 11 U.S.C. § 1114(a)
- Wages salaries and compensation (Fill out below)
- 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

6 UNSECURED NONPRIORITY CLAIM \$ \_\_\_\_\_

Check this box if a) there is no collateral or lien securing your claim or b) your claim exceeds the value of the property securing it, or if c) none or only part of your claim is entitled to priority

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

**FILED**  
THIS SPACE FOR COURT USE ONLY  
**JAN 14 2005**  
**BMC**

DATE SIGNED  
**10/23/04**

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)  
**Henry Harter Jr Henry Harter Jr**

Oxford Automotive Inc  
 00392

licts between employees for the taking of vacations except, however that employees who have requested and have been granted vacation time off one (1) or more months prior to the starting date of the employee's vacation and if the vacation is three (3) consecutive days or more shall be given priority among contending employees for vacation time

(a) For up to six (6) times in an employee's anniversary year, employees who qualify for vacation will be permitted to take vacation one (1) day at a time. Employee shall request vacation time off and pay (if applicable) in writing at least three (3) working days prior to the starting date of the vacation

(b) Each employee will be given a written disposition of his request. Approved vacation time off will not thereafter be canceled or changed without mutual consent of the Management and the employee

Sec 7 Employee shall request vacation time off and pay (if applicable) in writing at least one (1) week prior to the starting date of the vacation. A copy of the request shall be retained by the employee. The employee request for vacation shall be signed by management

#### ARTICLE XIV - PENSION

The Company hourly rated employee's retirement income plan which became effective May 1, 1977 shall have a benefit rate of \$13.00 per credited year of service effective May 1, 1994 (May 1, 1996 - \$14.00 May 1, 1998 - \$15.00)

#### ARTICLE XV GENERAL

Sec 1 This agreement shall be subject to changes that may become necessary due to Federal and State statutes, court decisions, Executive order and properly authenticated administrative rulings

Sec 2 Nothing herein shall permit the Union or any of its members to assume authority to officiate in a managerial or supervisory capacity

Sec 3 Company rules have been established as of the date of the signing of this Agreement, and discipline will be administered in a fair and reasonable manner

# AGREEMENT

MAY 1994-MAY 1999

**THE LOBDELL-EMERY  
MANUFACTURING COMPANY  
AND LOCAL 1955**

**INTERNATIONAL UNION  
UNITED AUTOMOBILE  
AERO-SPACE & AGRICULTURAL  
IMPLEMENT WORKERS OF AMERICA**