

UNITED STATES BANKRUPTCY FOR THE EASTERN DISTRICT OF MICHIGAN, SOUTHERN DIVISION

PROOF OF CLAIM

Name of Debtor

Oxford Automotive, Inc ⁽¹⁾

Case Number

04-74377

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.

Name of Creditor (The person or other entity to whom the debtor owes money or property)

CNA Companies ⁽²⁾

Name and address where notices should be sent

Jonathan W Young
Wildman, Harrold, Allen & Dixon LLP
225 West Wacker Drive,
Suite 2600
Chicago, IL 60606

Telephone number (312) 201-2000

Account or other number by which creditor identifies debtor

Check here

☐ replaces
if this claim

a previously filed claim dated _____

☐ amends

THIS SPACE IS FOR COURT USE ONLY

1 Basis for Claim

- ☐ Goods sold
☐ Services performed
☐ Money loaned
☐ Personal injury / wrongful death
☐ Taxes
☒ Other ⁽³⁾ _____

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

Your SS # _____

Unpaid compensation for services performed

from _____ to _____
(date) (date)2 Date debt was incurred ⁽⁴⁾

3 If court judgment, date obtained

4 Total Amount of Claim at Time Case Filed

\$ Unliquidated ⁽⁵⁾ _____

If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 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 ⁽⁶⁾ _____

Value of Collateral \$ _____

Amount of arrearage and other charges at time case filed included in secured claim, in any \$ _____

6 Unsecured Priority Claim

- ☒ Check this box if you have an unsecured priority claim
Amount entitled to priority \$ ⁽⁷⁾ _____

Specify the priority of the claim

- ☐ Wages salaries or commissions (up to \$4 650) * 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 \$2 100* 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)(1)

*Amounts are subject to adjustment on 4/1/04 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment

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

8 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

9 Date-Stamped Copy To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim

Date

January 14, 2005

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) Jeffrey L Gansberg attorney-CNA Companies

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FILED
JAN 17 2005
BMC

Oxford Automotive Inc



00458

• 1475295 1

Proof of Claim

1

This claim is filed in the Chapter 11 proceedings of Oxford Automotive, Inc (“Oxford Automotive”) and its affiliate debtors (Oxford Automotive together with its affiliates, the “Debtors”) This claim should be deemed filed in the Chapter 11 proceedings of each of the Debtors to the extent that (i) such Debtors are liable for any portion of this claim under the terms of the Agreements (as hereinafter defined) or applicable law and/or (ii) any portion of this claim is allocable to the estates of any of the affiliate Debtors

2

This claim is filed by Transportation Insurance Company, Continental Casualty Company, American Casualty Company of Reading, PA, CNA ClaimPlus, Inc (both individually, and as successor-in-interest to Transcontinental Technical Services, Inc and RSKCo Services, Inc) and their American insurance affiliates (individually or collectively, the “CNA Companies” or “CNA”)

3

This claim arises under various programs of insurance maintained by CNA for the Debtors (the “Insurance Program”) Under the terms of the Insurance Program, CNA issued various policies of insurance for the benefit of the Debtors and their additional insureds, which may have included workers compensation, employers liability, stop gap liability, automobile liability and related coverages (the “Policies”) The periods of coverage provided under the Policies varied for each of the Policies

In connection with the Policies, CNA and the Debtors executed and/or delivered various agreements, including but not limited to confirmation letters, Finance Agreements, Deductible Reimbursement Agreements, Claim Service Agreements, and other addenda and undertakings between the parties (collectively, the “Agreements”) Certain of the Agreements are executed by the parties, certain of the Agreements are not However, CNA submits that the terms of the Agreements (both signed and unsigned), together with the performance and course of dealing of the parties thereunder, are sufficient to establish the rights and obligations of the parties thereto

Pursuant to the Policies and Agreements, and subject to the terms and conditions set forth therein, CNA agreed to provide insurance and related services Also pursuant to the Policies and Agreements, the Debtors agreed, *inter alia*, to pay specified premium, loss and/or deductible reimbursement, deposits and other charges Certain of the Policies may be auditable That is to say, premium may be revised, up or down, to reflect changes to underwriting factors like number of employees, payroll and number of automobiles Certain of the Policies may be loss sensitive That is to say, additional debits or credits may become owing, based upon ongoing claims experience under the Policies

Copies of all Policies and Agreements are too voluminous to attach, but will be produced upon reasonable request As representative samples, CNA has attached to this proof of claim (1)

Confirmation Letter from CNA Risk Management to Oxford Automotive Group, Inc (Exhibit A), (ii) a Finance Agreement by and between Oxford Automotive and American Casualty Company of Reading, PA effective as of August 1, 2002 (Exhibit B), and (iii) a Claims Services Agreement by and between RSKCo Services, Inc and Oxford Automotive effective as of August 1, 2002 Further, because the exhibits to this Proof of Claim are voluminous, CNA will file the exhibits only in the Oxford Automotive case and they shall be deemed incorporated by reference into the Proof of Claim filed in each of the affiliate debtor cases

CNA asserts this claim for all amounts now or hereafter owing under the Insurance Program, Policies and/or Agreements

4

The debt underlying this claim was incurred as and when the relevant obligations accrued under the Insurance Program

5

As stated above, the amounts owing under the Insurance Program, Policies and Agreements are subject to further revision, based upon further audits, continued claims experience, and future reconciliations to be performed thereunder Accordingly, CNA is filing this claim as unliquidated

CNA reserves the right to amend this claim at any time hereafter, either to state a liquidated balance (based upon actuarial projections of future loss development under the Insurance Program), or to revise such balance up or down, so as to reflect the most current audited premium, claims experience and other data impacting the amount of the claim CNA further reserves the right at any time to seek a judicial estimation of this claim pursuant to 11 U S C § 502(c)

6

Pursuant to the Insurance Program, the Debtors provided CNA with security, including a letter of credit, to secure their premium and reimbursement obligations thereunder

This claim is secured by any credits, and by any future credits that may arise under the Insurance Program, with such credits serving as CNA's collateral and by any other collateral, including letters of credit that may have been issued for the benefit of CNA CNA reserves all rights of setoff and/or recoupment to the fullest extent possible

7

To the extent any portion of this claim arises subsequent to the commencement of these Chapter 11 proceedings, such portion is entitled to administrative expense priority pursuant to 11 U S C § 507(a)(1) Such priority is hereby reserved and asserted

To the extent any portion of this claim (notably any workers compensation premiums and loss reimbursement) is entitled to fourth level priority as a contribution to an employee benefit plan (pursuant to 11 U S C § 507(a)(4)), such priority is hereby reserved and asserted In this regard, CNA notes a split among the circuit and lower courts addressing the issue

To the extent this claim is neither secured nor entitled to priority status, CNA reserves and asserts a general unsecured claim in that amount

CONFIRMATION LETTER

OXFORD AUTOMOTIVE, INC

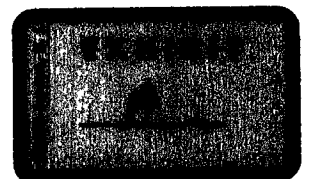
8/1/2002 CONFIRMATION LETTER

FOR PERIOD EFFECTIVE AUGUST 1, 2002 TO AUGUST 1, 2003

PRESENTED BY:

CNA RISK MANAGEMENT – CENTRAL REGION

Dated: August 1, 2002



CONFIRMATION LETTER INDEX

<u>Topic</u>	<u>Page Number(s)</u>
Index	2
CNA Team Contact Information	3
Introduction	4

Casualty Program:

Limits/Coverage/Exposure Basis

Policy Information Summary	5
Policy Limits	6
Policy Coverage	7
Exposure Bases	8

Insurance Program

Overall Insurance Program Summary	9
Deductible Plan (Arrangements)	
Deductible Limits, Standard Premium, Mods, & Collateral Requirement	10
Deductible Plan Arrangements, and Rates	11-12
Modifications, Assessments, Aggregate Loss Content	13
Premium Payments	14
Account Management Information	14
Miscellaneous Notes	15-17
Loss Control	18
Claim Pricing	18

Required Agreements

Claim Service Agreement (RSKCo)	
Deductible Reimbursement (Finance) Agreement	
Various State Required Documents	

Program for

OXFORD AUTUOMOTIVE, INC.

For the Period

August 1, 2002 to August 1, 2003

Broker

WILLIS OF MICHIGAN, INC
43155 Main Street, Suite 2200B
Novi, Michigan 48375

Broker Contacts

Sharon Fleming	Marketing Specialist	(248) 735-7239
Patricia Mansfield	Marketing Assistant	(248) 735-7255

CNA RISK MANAGEMENT TEAM

<u>BRIAN WOLAVER</u>	CNA PLAZA, 25 SOUTH	(312) 822-5436
Underwriting Consulting Director	CHICAGO, ILLINOIS 60685	(312) 817-2413
CNA Central Region – Risk Mgt	Address	Phone/Fax

<u>KATRENA DEAR</u>	CNA PLAZA, 25 SOUTH	(312) 822-1905
Underwriting Analyst	CHICAGO, ILLINOIS 60606	(312) 817-2413
CNA Central Region – Risk Mgt	Address	Phone/Fax

<u>JIM SEYMOUR</u>	3196 KRAFT AVE S E SUITE 100	(616) 977-7136
Claims – Mgr Client Service	GRAND RAPIDS, MICHIGAN 49512	(616) 949-3950
RSKCo Services - Claims	Address	Phone/Fax

<u>JEFFREY JANKE</u>	17187 N LAUREL PARK DRIVE	(734) 953-4562
Loss Control - Service Director	LIVONIA, MICHIGAN 48152	(734) 953-4500
RSKCo Services - Loss Control	Address	Phone/Fax

INTRODUCTION

- THIS CONFIRMATION LETTER IS PRESENTED ON BEHALF OF WILLIS OF MICHIGAN
- NO ALTERATIONS IN THE CONFIRMATION LETTER MAY BE MADE WITHOUT THE PRIOR WRITTEN APPROVAL OF CNA
- ANY QUESTIONS REGARDING THE CONFIRMATION LETTER SHOULD BE DIRECTED TO BRIAN WOLAVER, UNDERWRITING CONSULTING DIRECTOR, OR TIM CALLAGHAN ACCOUNT MANAGER
- WHENEVER CNA IS USED BY ITSELF IT MEANS CNA INSURANCE COMPANIES AND RSKCo SERVICES, INC

Policy Information Summary

Effective 8/1/2002 to 8/1/2003

Workers' Compensation & Stop Gap Liability:

<u>Policy Number</u>	<u>Coverage/Program/Territory</u>	<u>Issuing Company/Claim TPA</u>
WC 251 913 060	Worker's Comp /Stop Gap Liab WC / Deductible Plan - (IN, IL, MI) Stop Gap / Deductible Plan – (OH)	American Casualty Company of Reading PA (RSKCO Claim Service) (RSKCo Claim Service)

POLICY LIMITS OF LIABILITY

<u>Coverage Line*</u>	<u>Limits</u>
WC	Statutory, Per States Covered
EL - BI By Accident - Per Accident	\$ 500,000
- BI By Disease - Policy Limit	\$ 500,000
- BI By Disease - Per Employee	\$ 500,000
LH -	\$ Statutory
ML - BI By Accident - Each Accident	\$ 500,000
- BI By Disease - Aggregate	\$ 500,000
FR - Each Employee	\$ 500,000
- Aggregate	\$ 500,000
- Repatriation Expense	\$ 10,000 Each Employee
SGL - Per Person	\$ 500,000
- Per Occurrence	\$ 500,000
- Aggregate BI By Disease	\$ 500,000

<u>*Note</u>	WC = Workers' Compensation	BI = Bodily Injury
	EL = Employers Liability	PD = Property Damage
	SGL = Stop-Gap Liability	CSL = Combined Single Limit
	GL = General Liability	PIP = Personal Inj Protect
	AL = Automobile Liability	UM = Uninsured Motorists
	LH = United States Long-Shoremen & Harbor Workers	Coverage
	ML = Maritime Coverage	UIM = Underinsured
	FR = Foreign Reimbursement	Motorists Coverage
	UMB = Umbrella Liability	PHD = Auto Physical Damage

**Actual cash value or cost of repairs, whichever is less,
minus deductible for each covered auto

POLICY COVERAGE

Note

- 1 Coverage outlined herein does not necessarily conform to any specifications furnished CNA
- 2 Except as stated herein, all coverage is per forms currently used by the CNA Risk Management The following is a brief outline of coverage, and shall not be construed as amending or altering the actual insurance afforded by the policies

Modifications Applicable To All Policies, Except As Noted

60 Day Cancellation Provision (Except 10-Day If For Non-Payment)
Various Amendatory Endorsements As Required By States
Entities included as named insureds

Workers' Compensation & Employers' Liability, Coverage Form

Coverage Inclusions

Other States Coverage - Exclude Monopolistic States

Special Policy Conditions/Modifications (By Policy Endorsement)

USL&H Act Coverage (If Any)
Voluntary Comp - including participation in company sponsored athletic or recreation events
Increased Limits of Liability
Maritime Coverage (If Any)
Foreign Reimbursement Coverage
Sole Proprietors, Partners, Officers and Others Coverage
Unintentional Non-Disclosure of Hazards Will Not Prejudice Coverage
Waiver of Subrogation – Blanket Where Required by Contract
Stop-Gap Liability - Monopolistic States of (OH)

EXPOSURE BASES

Estimated Exposure Bases

<u>Line</u>	<u>Est Exposure</u>	<u>Rating Exposure Base</u>
WC	\$ 36,025,000*	WC Payroll In Insured Deductible Plan States
	\$ 36,025,000*	Total WC Payroll - All States Insured (Excluding Monopolistic States)
EL	WC Premium	State Authorized Rates x Prem
SGL (U S)	\$ 5,068,400	WC Payroll in Monopolistic States (OH)
Max	\$ 41,093,400	Grand Total WC Payroll (Executive Payroll Capped)

- Payroll figures are limited based on state limitations for executives, with the same approach to be taken at audit, when handling the adjustment

Rate Application:

Workers' Compensation	-	Per \$100 of Payroll
Employers' Liability	-	As authorized percentage of Workers' Compensation Premium
Stop Gap Liability	-	Per \$100 of Payroll in Monopolistic States

Notes

- (1) All Rates, Premiums and Other Program Aspects Set Forth Herein Are Predicated Upon The Accuracy Of The Estimates Shown And Are Net Of Any Applicable Premium Discounts And Transition Programs, Unless Specifically Stated Herein
- (2) Additional Locations or Exposures May Make It Necessary To Re-Evaluate Rates, Premiums And Plan Factors -- If, In Our Opinion, Such Additional Exposures, Premiums Anticipated And Prior Losses Represent Significant Changes From What Has Been Contemplated Herein
- (3) Payroll figures reflected are limited based on state limitations for executives, with the same approach to be taken at audit, when handling the adjustment

OVERALL INSURANCE PROGRAM CONTENTS

Your complete insurance program with CNA includes the following plan(s)

WORKERS' COMPENSATION DEDUCTIBLE PLAN:

Plan Type/Terms:

8/1/2002/2003 Paid Loss Plan with Deferral

Large Deductible Rating Plan Formula

Deductible Premium + (Losses and applicable allocated claim Expense) + Claim handling expense)

Lines of Coverage

Workers' Compensation and Employers Liability	-	States IL, IN, and MI
Stop Gap Coverage	-	States OH

Worker's Compensation and Stop Gap Deductible Plan Loss Limits

WC and Stop Gap Ded \$250,000 Each Accident, Plus Allocated Loss Claims Expense
(See WC Ded Plan Arrangements for complete details of the retention plan structure)

Claim Service (RSKCo) Workers' Compensation/Stop Gap Deductible

RSKCo Services, Inc will handle all claims for coverages provided

The RISKCo Claim Handling Fee is on a fee for service basis

The RSKCO Claim Handling Fee is not included in the calculation of any of the above plans and consequently will not be subject to the retention aggregate or satisfaction of any Policy Aggregate Limit of Liability

Financial Program & Documents

DEDUCTIBLE PLAN ARRANGEMENTS

One Year – 2002 Paid Loss Deductible Program

Workers' Compensation & Stop Gap Liability

(Issuing Co American Casualty Company of Reading PA)

A **States where Deductible Program applies**

The Deductible Program applies to all states not Self-Insured, part of a Retro Program, or where coverage is placed elsewhere

B **Policy Limits**

The Limit of Liability shown under the coverage section is subject to the deductibles shown below, all deductible limits serve to reduce the applicable limit of liability

Deductible Limits

Workers' Comp /EL \$ 250,000 Each Accident (or BI by Disease)

Employers Liab (EL) \$ 250,000 Policy Limit Disease Disease

USL&H \$ 250,000 Each Accident

Maritime \$ 250,000 Each Accident
\$ 250,000 Aggregate

Stop Gap \$ 250,000 Each Accident

Allocated Expenses are paid by the Insured in addition to the Deductibles subject to the retention aggregate Loss Content

C **Estimated Annual WC Premium**

Workers' Compensation, Employers Liability and All Other Coverages

Deductible WC Standard Premium \$1,575,917

D **Experience Modification**

(Interstate 1 05, MI Mod is 1 58 - See Summary for complete listing of mods)

E **Collateral**

The program has an LOC requirement of **\$1,400,000** The LOC must be a clean, irrevocable, automatically renewable Letter Of Credit, in a form acceptable to CNA, from a bank acceptable to CNA Collateral reductions (if any) at future reconciliation times, will be subject to review, dependent on CNA loss projections and financial reviews **Collateral due by 8/15/02**

Financial Program & Documents

Workers' Compensation One Year - Paid Loss Deductible Program (Continued)

F **Retention Loss Aggregate**

The Deductible is subject to a retention loss aggregate shown later within this Confirmation Letter

G **Premium Payment**

Premium is payable in quarterly installments, as shown on later in this Confirmation Letter

Paid Losses and Cost per Claim fee will be billed in addition to the quarterly premium payments
Payment to be made with payment via wire transfer

H. **Deductible Filings/Assessments/Residual Market Loading/Assigned Risk**

This premium is based on Workers' Compensation large deductible filings approved in the scheduled states as of the date of this Confirmation Letter. We reserve the right to amend this offering and adjust the premium in response to any legislation which may modify the filings, retroactively or otherwise, as respect any assessments, including but not limited to, residual market loadings/assigned risk overburden and we further reserve the right to pass these charges through to Oxford Automotive, Inc

I **Claims Agreement**

The Program will require a claims service agreement. Please refer to the Claims Service Plan

J. **Surcharges**

Premiums shown do not include applicable state surcharges, which will be billed separately and will be due at inception. Surcharges are subject to change, prior to inception to reflect state factor changes, and at audit time. See summary for total surcharge value, which is in addition to the premium below

K. **Payroll Rate**

Premium is adjustable based on the rates shown per \$100 of payroll, based on the WC and Stop Gap Payroll, as reflected here. WC payroll is \$36,025,000. The Stop Gap payroll is \$5,068,400. These are the projected payrolls, and will serve as the minimum payroll for future calculations

<u>States Inc.</u>	<u>WC Rate Per \$100 Payroll</u>	<u>WC Ded Premium</u>	<u>SGL Rate Per \$100 Payroll</u>	<u>Stop Gap Ded Premium</u>
All Ded States	1 11427	\$401,417	029595	\$1,500
Payroll	\$36,025,000		\$5,068,400	

Financial Program & Documents

Workers' Compensation One Year - Paid Loss Deductible Program (Continued)

L Allocated Expenses

"Allocated Loss Adjustment Expenses" means the expenses directly allocated to a particular claim including but not limited to all governmental administrative agencies, alternative dispute resolution arbitration, court costs, fees, and expenses, fees, costs and expenses for legal services, whether by outside or our staff counsel, photographic costs, materials and labor, experts' fees or costs, costs of copies of documents or records, cost of depositions and court reporters or recorded statements and similar fees, medical cost containment expenses, cost of autopsies, cost of medical examinations of a claimant to determine our liability or the degree of permanency or length of disability, and all other compensation, fees, costs and expenses chargeable to the investigation or defense of a claim or the investigation or prosecution of fraud or criminal conduct involving a claim "Allocated Loss Adjustment Expenses" do not include any compensation for independent or staff claim adjusters involved in the normal handling of a claim to determine the cause or extent of responsibility for the injury or disease, or any expenses required by law to be treated as a loss payment

M Conversion

It is a condition of this program that it will convert to an Incurred Loss Deductible Plan no later than 54 Months from inception

N. Agreements

Agreements for all programs are required to be signed within 30 days upon receipt, by an officer of Oxford Automotive, Inc

O Coverage

Coverage is bound based on the understanding that Oxford Automotive, Inc has successfully come out of Chapter 11.

Financial Program & Documents

MODIFICATION, ASSESSMENTS, & LOSS AGGREGATE

Modifications and Assessments:

- (1) The Workers' Compensation and Employers' liability premium has been based upon the following rating modifications

<u>Rating</u> <u>Bureau</u>	<u>Experience</u> <u>Mod</u>
Interstate	1 05
Michigan	1 58

- (2) The Workers' Compensation "Non-Ratable" elements and special assessments or surcharges mandated by various states estimated at inception are as follows

<u>State</u>	<u>Deductible</u>
Illinois (Exp Const)	\$ 250
Indiana	\$ 780
Total WC Assessments	\$ 1,030

Surcharges and assessments are subject to change at policy issuance, and as directed by bureaus at audit and reconciliation times

The Plan Loss Retention Aggregate is the Sum of.

- a) Aggregate WC benefits and employers' liability damages, and Stop Gap Liability within the deductible amount (and all related allocated expenses) limited together shall not be less than **\$2,957,500***, adjustable at a rate of 7 197 per \$100 of Grand Total WC Payroll noted below,

The Minimum Loss Retention Aggregate is \$2,957,500

*Subject to final audited payrolls

Total Projected Payroll going in is \$41,093,400, including Stop Gap states

PREMIUM PAYMENTS

Premium Payment Schedule

All of the below premiums, prepayment funds, Assessments, extra, shall be remitted to CNA in quarterly installments, with the deposit premium due 8/1/2002, with the next three (3) installments of \$100,354, due 11/1/02, 2/1/03, and 5/1/03 respectively

<u>Item</u>	<u>Deposit</u>	<u>Next 3 Installments</u>	<u>Annual Premium</u>
WC Ded Prem	\$ 100,355	\$100,354	\$ 401,417
Stop Gap Prem	\$ 1,500	\$ N/A	\$ 1,500
Expense Const	\$ 250	\$ N/A	\$ 250
Assessments	\$ 780	\$ N/A	\$ 780
<u>Total</u>	\$ 102,885 *	\$100,354*	\$ 403,947 *

Initial Loss Fund \$ 60,000 *

Amt Due 8/1/2002 \$ 162,885 *

***Paid Losses and Cost Per Claim fee will be billed in addition to the above, every quarter, with payment via wire transfer Loss Fund Adjusted quarterly**

Premium Audits

Audit Adjustments of Deductible Premiums will be due within 30 days of billing

Rating Plan Accounting

As of the eighteen (18) months after the Policies' inception, and annually after the fourth adjustment until final settlement, CNA will prepare a rating plan accounting reconciliation between the Insured's payments-to-date and the adjusted premium incurred under the Policies

Rating Plan adjustments will be billed direct to the Insured with copy to Agency approximately 3 months following the valuation date Payment of any amounts due must be received by CNA within 30 days of billing Payable to CNA Insurance Companies

ACCOUNT MANAGEMENT INFORMATION

In addition, as long as your casualty insurance is placed and remains with CNA, CNA's IRIS Data System will provide the following

If desired, in lieu of the preceding, direct access via personal computer to loss data in our IRIS System, which will enable review of individual claim data, summaries by various criteria, as well as the ability to directly produce various summary reports can be provided

The details and any additional costs to you of this facility will be explained upon initial acceptance of this Program

MISCELLANEOUS NOTES

Documentation

Upon acceptance of this Program, the Insured (and Broker, where applicable) agrees to provide CNA -- within 15 days of request -- with appropriately-signed documents (a) as required by the various insurance regulatory bodies, (b) if Participating Plan(s) included, authorizing recapture of prior dividends paid at time of subsequent program calculations, (c) if both Retro and Participating Plan(s) included, authorizing CNA to apply any indicated dividends towards payment of additional premiums resulting from simultaneous audit or Retro Plan adjustments, (d) appropriate CNA Finance Agreement (and security required) under any Premium Deferral Plan, and (e) a letter confirming all aspects of the Program which will be furnished to be acknowledged by the Insured and Agent

All documents requiring signature must be signed by a corporate officer of the Insured -- and, in some instances, on behalf of the Agency All documents must be dated as of the Program effective date

Failure to execute a premium financing agreement (if applicable), or provide any required security within thirty (30) days from inception, voids CNA's offer of a financing plan and all premiums become payable in 12 monthly installments from policy inception Or may result in termination of all coverage

Workers' Compensation Premiums

WC/EL final premiums and non-rateable elements & assessments are subject to rates approved by states and actual experience modifications promulgated Premium adjustments resulting from WC/EL rate/premium changes applicable at inception, which were not recognized at time WC was rated, will result in revised installments reflecting the amount of any such adjustments

Effective June 7, 1991, the only allowable method of collecting Texas Workers' Compensation residual market assessments is via the Texas Residual Market Factor (RMF) The RMF will be promulgated on a calendar year basis by the State Board of Insurance The factor will be fixed and charged at the first and subsequent retro plan adjustments Retrospective Premium Endorsement - Residual Market Premium, Form WC-420515A must be attached to the Workers' Compensation Policy

Premium Payment Method

All premiums to be remitted direct to CNA (Chicago) Installment premiums are due at inception and on the same day of each month thereafter, other payments are to be remitted so as to be received by CNA (Chicago) on or before the due date indicated

MISCELLANEOUS NOTES

(Continued)

Premium Payment Method (Con't)

Wire Transfer payments should be sent to

Money Transfer Department
Harris Trust & Savings Bank
111 West Monroe
Chicago, IL 60690
Account of Continental Casualty Co
No 000-432-5

Delinquent Payments

The Insured agrees to pay each amount due by the respective due date, after which time a payment will be considered past due and interest will accrue to the benefit of CNA. Interest shall accrue on each past due payment based upon the daily equivalent of 5 percent per annum plus the ninety (90) day Commercial Paper Dealer Rate in effect on the first Friday of each month such payment(s) is/are past due, as published in the Midwest Edition of The Wall Street Journal under the section entitled "Money Rates" or any successor section. Interest will compound daily until full payment is received.

Audit Records

Records required for premium audit purposes will be located at Insured's Headquarters.

Participating (Dividend) Plan Notice

The California Department of Insurance has issued Ruling No. 206, requiring every policyholder to be informed of the following (Other states have similar laws):

"Under California Law, it is unlawful for an insurer to promise the future payment of dividends under an unexpired Workers' Compensation Policy or to misrepresent the conditions for dividend payment. Dividends are payable only pursuant to conditions determined by the Board of Directors or other governing board of the company following policy expiration. It is a misdemeanor for any insurer or officer or agent thereof, or any insurance broker or solicitor, to promise the payment of future Workers' Compensation dividends."

The Policies issued by the Transportation Insurance Company will include a Participating Provision. Dividends paid policyholders are declared by the Board of Directors out of Earned Surplus on a class basis. Dividends are not guaranteed, are not declared until after the expiration of the Policies involved, and may only be paid if so declared. We believe this Insured will fall within the dividend class of "Insureds who develop a total estimated annual premium of \$100,000 or more for the forms of insurance which are included in the Plan."

MISCELLANEOUS NOTES

(Continued)

Participating (Dividend) Plan Notice (Con't)

This classification does not apply to Surety, Accident & Health, Ocean Marine or Family Automobile Policies. In the past, our Board of Directors have declared dividends for this classification in accordance with the following formula

Total Collected Earned Premium, Less the Sum Of,
Company Costs & Profit (Defined Below*)
Incurred Losses & Loss Expense (Defined Below**)

*Company Costs & Profit have usually been determined by applying a retention factor to the total Standard Premium and adding thereto applicable taxes and costs for limiting losses to be included in the calculation

**Incurred Losses & Loss Expense is the sum of all paid losses and paid allocated loss adjustment expense, reserves for unpaid losses, whether or not as yet reported, and expected allocated loss adjustment expense associated therewith. Unallocated loss adjustment expense determined by applying a Loss Expense Factor to the sum of the above paid and reserved loss items

Insurance Program

In the event of cancellation by the Named Insured of the Policies, the premium for insurance subject to the Rating Plan shall be determined in accordance with the provisions of the Plan, provided

- (a) In computing the retention premiums and excess loss premiums for each state, the standard premium shall be computed at short rates in accordance with the customary short rate table and procedure, the minimum rating plan premium shall be the standard premium so computed
- (b) In computing the maximum rating plan premium, the standard premium shall be computed pro rata for the period the Policies were in force and then extended pro rata to the normal expiration date of the Policies

In the event of cancellation by the company of such Policies, the premium for insurance subject to the Rating Plan shall be determined in accordance with the provisions of the Plan, provided if such cancellation is because of non-payment of premium by the Named Insured, in computing the maximum Rating Plan premium, the standard premium shall be computed pro rata for the period the Policies were in force and then extended pro rata to the normal expiration date of the Policies

Loss Control Services

Loss Control Program

Loss Control Services Included within the program are for underwriting services only. Client oriented loss control services if any, will be billed on a separate contract basis. It is our understanding at this time that no client oriented loss control services are desired.

RSKCo 2002 Claims Pricing

Worker's Compensation

Price Per Claim	Federal & WCEL	\$1,609
(One Claimant per Claim)	Indemnity (IN, IL, MI)	\$ 926
	(OH)	\$1,262
	(Other States, if any)	Varies between \$926 and \$1,609 (Per Claim Service Agreement)
	Medical Only (All States)	\$ 125

Other Claim Handling charges

Incident Reporting or Claims Without Payment	\$ 45
1- 800 Reporting	\$ 18 @

Loss Fund

Quarterly billings of paid losses and allocated expenses and, any sales, or service taxes, or assessments mandated by states will be made to Oxford Automotive, Inc. A minimum Loss fund charge of \$60,000 is required up front to enable CNA to pay the client's claims. The loss fund will be adjustable subject to the minimum amount on a quarterly basis, by applying a factor of one and a half (1.5 factor i.e. 150%) times the amount being billed. The 150% compensates for the time differential between the average date claim drafts are paid and the time reimbursement is received from the insured.)

FINANCE AGREEMENT

Paid Loss Retro and All Deductible

This Finance Agreement ("Agreement") is effective as of August 1, 2002 and is made by and between Oxford Automotive, Inc ("Insured") and American Casualty Company of Reading, PA ("Insurer")

Insurer has issued to Insured certain insurance policies (together with any endorsements, individually and collectively the "Policies") which are set forth in Schedule A, which is attached to and made a part of this Agreement, and

Losses incurred under the Policies are subject to a workers' compensation deductible ("Deductible Plan" or "Insurance Plan"), and

Insured has agreed to pay Insurer premiums and reimburse Insurer for all losses and all paid Allocated Loss Adjustment Expenses as defined in the Policies ("ALAE"), according to the terms and conditions of the Policies, and

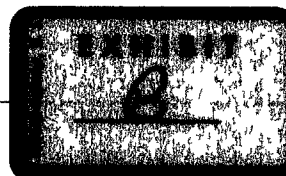
Insured agrees to fully perform and satisfy each and every duty, obligation and liability that arises under the Policies, Insurance Plan and this Agreement (individually and collectively "Insured's Obligations")

In consideration of the covenants and undertakings of the parties contained in this Agreement, and other good and valuable consideration, Insurer and Insured agree as follows

1 Estimated Premium -- Insured agrees to pay Insurer the estimated Deductible Plan premium of \$403,947 00 ("Estimated Premium") Insured will pay these Estimated Premiums in installments ("Estimated Installment Premium") in the amounts and times stated in the Installment Endorsement(s) to the Policies The actual premium due under the Policies will be determined according to the final provisions of the Policies and this Agreement and may vary from the Estimated Premium

2 Premium Audit -- Premium audits will be performed to determine actual exposure incurred under the Policies Such audits may result in adjustments to the Estimated Premium Insurer will provide Insured notice of the results of any such audit During the Loss Period, as defined below, the amount billed or refunded as a result of such audits will be limited to non-subject liability and net deductible premiums, and any other non-ratable elements and regulatory assessments

3 Loss Reimbursement -- As of the inception date of the Policies, Insured will remit to Insurer a minimum and adjustable loss fund of \$60,000 00 ("Loss Fund") Losses paid and ALAE paid pursuant to the Workers' Compensation Policies and unpaid claim handling expenses earned (if any) by a claims administrator will be drawn from the Loss Fund Insurer will bill Insured **quarterly** for replenishment of the Loss Fund and maintenance of the Loss Fund balance in an amount equal to **one and one-half** times the billed amount, subject to the Loss Fund minimum



Insured will remit each Loss Fund replenishment and maintenance payment to Insurer within fifteen (15) days of the billing date thereof. Loss Fund replenishment and maintenance billings to Insured will continue through February 1, 2007 ("Loss Period")

4 Paid Loss Adjustment -- Insurer may prepare an adjustment for the Deductible Plan ("Deductible Adjustment" or "Adjustment") six (6) months after the expiration or termination of the Policies and annually thereafter ("Evaluation Date") until final settlement. Each Deductible Adjustment during the Loss Period (the "Paid Loss Adjustment") will equal the sum of

A Amounts past due under the Loss Reimbursement Article, Accrued Interest (as defined in the Payment Terms Article), and amounts due under the Additional Amounts Article, **plus**

B As of the Evaluation Date the sum of Paid Losses, paid ALAE, claim handling expenses (if any) due under this Agreement, **minus** amounts paid to Insurer under this Agreement (exclusive of any Deductible Plan policy premiums, premium audit adjustments, Accrued Interest payments, and amounts arising under the Additional Amounts Article)

As of the end date for the Loss Period, Insurer will prepare a final Paid Loss Adjustment which will equal the difference between Insured's payments to date (exclusive of any Deductible Plan policy premiums, premium audit adjustments, Accrued Interest payments, and amounts arising under the Additional Amounts Article) and the total of all Incurred Losses within the deductible amounts (**plus** all ALAE paid) using Incurred Losses valued as of the end date for the Loss Period

After the Loss Period, annual Adjustments will commence on an incurred basis and continue until final settlement. Such Adjustments will equal the difference between Insured's payments to date (exclusive of any Deductible Plan policy premiums, premium audit adjustments, Accrued Interest payments, and amounts arising under the Additional Amounts Article) and the total of all Incurred Losses within the deductible amounts (**plus** all ALAE paid). As of the end date for the Loss Period and thereafter, the difference between Incurred Losses per each Adjustment, and the total of all losses paid plus ALAE paid by Insurer will be retained by Insurer to pay subsequent losses and ALAE under the Policies.

Upon completion of each Adjustment Insurer will prepare and send an invoice to Insured, or remit a refund to Insured, as appropriate.

5 Maximum Incurred Losses -- The maximum amount of losses (**plus** all ALAE paid) Insured will be obligated to pay under the Insurance Plan in accordance with the terms of the Policies will be \$2,957,500.00 ("Maximum Incurred Losses"). Maximum Incurred Losses will be subject to adjustment by applying a rate of 7.197 per \$100 of total audited payroll, but in no event will the amount be less than \$2,957,500.00.

6 Collateral -- As of the inception date of the Policies, Insured will deliver to Insurer by certified mail (return receipt requested) or overnight mail a clean unconditional irrevocable letter of credit ("LOC" or "Collateral") in an amount of \$1,400,000.00 in order to secure Insured's Obligations. The LOC must be issued by an institution acceptable to Insurer ("Issuing Institution") and in a form acceptable to Insurer, in its sole discretion.

As of each Adjustment, the LOC will be adjusted to equal the difference between (i) Ultimate Loss Amount (as defined in the Remedies Article below) subject to the Deductible Plan as calculated by Insurer **minus** (ii) amounts for which Insurer has been previously reimbursed. The results of each Adjustment will be furnished to Insured.

Insured will amend the LOC accordingly within thirty (30) days of notification of the requirement of such an amendment. Any amounts that may be due Insured may be held by Insurer until such amendment to the LOC is received.

The LOC will remain in force for an initial period of one (1) year and will be automatically renewable for terms of twelve (12) months until Insured has fully satisfied and been discharged of all Insured's Obligations and upon mutual agreement. The Issuing Institution must agree, in the terms of the LOC, to provide Insurer with written notice at least sixty (60) days prior to expiration of the LOC in the event the LOC will not be renewed.

7 Material Change In Ownership -- Insurer will have the right to require Insured to increase the Collateral by an amount not to exceed the Maximum Incurred Losses if there is a Material Change In Ownership of Insured. Insured will increase the Collateral to the required amount within ten (10) days of notification thereof. For purpose of this Agreement, a "Material Change in Ownership" occurs when (i) an investor or a group of affiliated investors acquires more than 30% of the voting shares of Insured, or (ii) Insured's board of directors authorizes a merger, consolidation, reorganization, or liquidation of Insured, the sale of substantially all of Insured's assets, or a distribution of assets to shareholders in excess of 25% of Insured's assets.

8 Events of Default -- Any of the following will be an Event of Default under this Agreement:

- A Insured does not pay any amount due Insurer when due under the terms of the Policies, the Insurance Plan and/or this Agreement, or
- B Insured does not deliver or adjust the LOC as required in this Agreement, or
- C Insurer receives written notice from the Issuing Institution that the LOC will not be renewed and/or Insurer is not in possession of satisfactory replacement LOC thirty (30) days prior to expiration of the LOC, or
- D The financial condition of the Issuing Institution becomes such that, in Insurer's sole opinion, the Issuing Institution may be unable to pay any draw upon the LOC, or
- E Insured ceases doing business as a going concern, makes an assignment for the benefit of creditors, generally does not pay its debts as they become due or admits in writing its inability to pay its debts as they become due, files a petition commencing a voluntary case under any chapter of the Bankruptcy Code, 11 U.S.C. § 101 et seq. ("Bankruptcy Code"), is adjudicated an insolvent, files a petition seeking for itself a reorganization, arrangement, composition, readjustment, rehabilitation, liquidation, dissolution or similar arrangement under the Bankruptcy Code or any other present or future statute, law, rule or regulation, whether domestic or foreign, or a case, proceeding or other action either results in such entry, adjudication, relief or issuance or entry of any other order of judgment having a similar effect, or remains undismissed for thirty (30) days, or

F Insured cancels any of the Policies, or

G Insured fails to execute any further documentation relative to the Insurance Plan as Insurer, in its reasonable business judgment, may require within thirty (30) days after Insurer delivers such documentation to Insured

Any termination or cancellation of this Agreement by Insurer will not release Insured from any Insured's Obligation. Insurer's right to apply any Remedies set forth below should an Event of Default occur will not be affected by any such termination or cancellation, including without limitation the right to draw upon the Collateral in any amount, as long as Insured remains liable for any Insured's Obligation

9 Remedies -- If any Event of Default occurs, Insurer may exercise any or all of the remedies set forth below

- A Insurer may terminate the Policies after giving ten (10) days written notice of termination to Insured (or any greater period required by law). If the event specified in paragraph E of the Event of Default Article occurs, Insurer may terminate the Policies immediately without the requirement of any action by Insurer or notice given to Insured (unless prior notice is required by applicable law). Upon termination of any of the Policies, all installments of premium and other sums that may become payable by Insured under the Policies, the Insurance Plan or this Agreement will become immediately due and payable, and Insurer will have no further liability under the Policies.
- B Insurer may (i) perform an Adjustment using incurred losses with the entire balance so computed becoming immediately due and payable, and/or (ii) perform a final Adjustment using the Ultimate Loss Amount as set forth in this Article with the entire balance so computed becoming immediately due and payable, and/or (iii) draw upon the Collateral in the full or any lesser amount.
- C Insurer may offset any account surplus, credit obligation, refund, dividend or any other amount that is due or may become due Insured under the Policies, the Insurance Plan or this Agreement and apply such amount against any amount that is due or may become due Insurer from Insured under the Policies, the Insurance Plan or this Agreement.
- D If the event specified in paragraph E of the Event of Default Article occurs, Insurer may claim and recover, in addition to all other sums which may become payable by Insured to Insurer, the full amount of the Ultimate Loss Amount as set forth in this Article for all projected amounts which may become due and payable under the Policies or this Agreement.
- E In the event that Insurer draws upon the Collateral, any proceeds received by Insurer shall be applied first, to the payment or reimbursement of the costs, expenses and fees for collection provided for in the Payment Terms Article below, second, to the payment of interest provided for in the Payment Terms Article below, third, to the payment of all past due Estimated Installment Premium, fourth, to the payment of any other premium or other amount currently due under this Agreement, fifth, to the payment of future amounts due with respect to the Ultimate Loss Amount as defined below, sixth, any amounts remaining will be

paid to Insured after all amounts owing pursuant to Insured's Obligations have been finally and fully calculated, paid and discharged

- F Insurer may apply the proceeds of any draw(s) upon the Collateral to any outstanding amounts owed to Insurer at any time

The "Ultimate Loss Amount" will be determined by Insurer in its sole discretion through the use of generally accepted actuarial methods which will take into consideration, without limitation, Insured's expected loss ratio at the time of quotation, loss development factors generally used by Insurer, and loss development factors based on Insured's individual loss history. Insurer's determination of the Ultimate Loss Amount shall be conclusive and binding upon Insured.

10 Payment Terms -- Unless otherwise expressly provided, Insured will pay any invoice submitted by Insurer within thirty (30) days of the billing date after which time such amount will be considered past due. Insurer will have the option to accrue interest on any undisputed outstanding amounts past due under this Agreement at a rate that is equal to the ninety (90) day commercial paper dealer rate in effect on the first Friday of each month as set forth in the Money Rates section (or any successor section) of the Midwest Edition of *The Wall Street Journal* plus five per cent (5%) per annum. Interest will compound daily until full payment is received ("Accrued Interest"). All Accrued Interest will be billed as soon as practicable and will be payable within fifteen (15) days of the billing date. In the event Insurer undertakes any efforts to collect any amounts due from Insured under this Agreement, Insured will indemnify Insurer for the reasonable costs, expenses and fees of such collection efforts, including attorneys' fees, if any. Any amounts due under this Article will be in addition to the Maximum Incurred Losses.

11 Claims Administration -- Insured will select a third party administrator or claim service provider ("Claim Service Provider") to service claims that arise under the Policies ("Claims"). Insurer reserves the right to periodically review and approve any Claim Service Provider selected by Insured. Such approval will not be unreasonably withheld. If Insured does not select a Claim Service Provider or Insurer does not approve of Insured's selection, Insurer may select a Claims Service Provider to service the Claims. Insured will promptly reimburse Insurer for all amounts paid by Insurer to the Claims Service Provider.

12 Additional Amounts -- Insured will reimburse Insurer for all taxes, fees or assessments (including any interest and penalties levied) related to Policies, Insurance Plan, or this Agreement whenever imposed or assessed upon Insurer or any of its affiliates and/or subsidiaries by any governmental body, any insurance guarantee fund association or any residual market facility. Any amounts due under this Article will be in addition to the Maximum Incurred Losses.

13 Term Of Agreement -- This Agreement will remain in full force and effect until terminated. The parties may modify certain terms and conditions of this Agreement, as mutually agreed to, by written addendum.

14 Termination -- This Agreement may be immediately terminated by either party upon notice in the event of fraud, abandonment, gross or willful misconduct, insolvency, or lack of legal capacity to act by the other party. If this Agreement is terminated, Insured will not be released from any obligation under this Agreement, including without limitation, the obligation to maintain

the Collateral, and Insurer will continue to have the option to enforce any of the Remedies available to it

15 Assignment -- This Agreement will be binding upon and inure to the benefit of the parties and their successors and assigns. Insured may not, however, assign this Agreement without the prior written consent of Insurer.

16 No Remedy Exclusive -- No remedy conferred upon or reserved to any party is intended to be exclusive of any other available remedy, but each and every remedy will be cumulative and will be in addition to every other remedy given under this Agreement, or now or hereafter existing at law or in equity.

17 Notices -- Unless otherwise expressly provided, all notices required under this Agreement will be confirmed in writing to the other party and sent by United States mail to the other party addressed as follows:

If to Insurer

CNA
CNA Plaza
Chicago, IL 60685
Attn: Director, Special Handling
CNA Risk Management – 29th Floor

If to Insured

Oxford Automotive, Inc
1250 Stephenson Hwy
Troy, Michigan 48083
Attn: Tom Kerns, Treasurer

18 Waiver -- The failure of any party to insist upon strict performance of any duty or responsibility of any other party under this Agreement will not be deemed a waiver of such duty or responsibility or create an estoppel against any party to this Agreement.

19 Survival -- The rights, remedies and covenants of Insurer and Insured under this Agreement, including without limitation those set forth in the Collateral, Events of Default and Remedies Articles, will survive any termination of the Policies, the Insurance Plan, or this Agreement.

20 Entire Understanding -- This Agreement sets forth the entire Agreement and understanding between the parties with respect to the subject matter of this Agreement. All parties have participated in the drafting of this Agreement. No term or provision set forth herein which may be considered ambiguous will be presumptively interpreted against any party as the drafter of this Agreement. Unless otherwise expressly set forth in this Agreement, this Agreement may only be amended in writing signed by both parties.

21 Severability -- If any provision of this Agreement is adjudged by any court of law to be void or unenforceable in whole or in part, such adjudication will not be deemed to affect the validity of the remainder of this Agreement. Each provision of this Agreement is declared to be severable from every other provision and constitutes a separate and distinct covenant.

22 Governing Law -- This Agreement will be construed and governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, Insurer and Insured have caused this Agreement to be executed by the persons duly authorized to act in their respective names in multiple originals effective as of the date and year first above stated

INSURED

Oxford Automotive, Inc

(Legal Name of Insured)

By Thomas J. Kerns
(Signature of Officer)

Name Thomas J. Kerns
(Name of Officer)

Title Vice President Treasurer

Date 8/29/02

Attest [Signature]

Title Corporate Secretary

INSURER

American Casualty Company of Reading, PA

(Legal Name of Insurer)

By [Signature]
(Signature of Officer)

Name Martin Oosterbaan
(Name of Officer)

Title Vice President

Date 9-11-02

Attest [Signature]

Title Asst Secretary

SCHEDULE A

DESCRIPTION OF PROGRAMS/POLICIES

Workers' Compensation Deductible Plan

<u>Policy Number</u>	<u>Effective Date</u>	<u>Underwriting Company</u>
WC 251 913 060	August 1, 2002	American Casualty Company of Reading, PA

RSKCo - Claims Services Agreement

This Claim Services Agreement ("Agreement"), effective as of August 1, 2002 is between RSKCo Services, Inc ("RSKCo") with offices at 3500 Lacey Road 10th Floor, Downers Grove, Illinois 60515 and Oxford Automotive, Inc ("Client") with offices as indicated on the signature page of this Agreement

Client desires to have specific claim services performed by a qualified provider of such services, and has selected RSKCo to provide those claim services specifically set forth in Attachment A, which is attached to and made a part of this Agreement ("Claim Services")

In consideration of the promises set forth in this Agreement, it is mutually agreed as follows

SECTION I -- RSKCo'S RESPONSIBILITIES

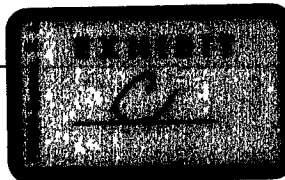
RSKCo will provide Client with Claim Services subject to the terms and conditions set forth in this Agreement. This Agreement applies solely to reported claims, losses and incidents that are covered or alleged to be covered under the insurance policies and/or programs set forth in Attachment B, which is attached to and made a part of this Agreement ("Claims")

RSKCo agrees to provide Client with the following services in addition to the Claim Services

- 1 RSKCo will undertake to perform services under this Agreement with reasonable dispatch, diligence and care. RSKCo will maintain all required licenses and comply with all applicable laws, statutes, ordinances, and regulations that are applicable to the performance of its duties under this Agreement
- 2 RSKCo will provide or cause an invoice and appropriate supporting documentation to be provided to Client for the fees and expenses RSKCo incurred under this Agreement during that invoice period according to the Claim Services Fee Schedule set forth in Attachment C, which is attached to and made a part of this Agreement ("Claim Services Fees")
- 3 RSKCo will provide or cause Client to be provided with a reimbursement statement ("Statement") for
 - a Claims payments and Allocated Loss Adjustment Expenses paid during the Statement period,
 - b Claim Services Fees earned during the Statement period, and
 - c Such funding arrangement as mutually agreed to between Client and RSKCo or its agent

RSKCo shall cause such Statements to be submitted until all Claims serviced under this Agreement are closed and the parties mutually agree upon a date for the final settlement

- 4 RSKCo will not make available to any other person any information it acquires from Client that is learned by RSKCo during the term of this Agreement, except with the permission of Client or to satisfy regulatory requirements, a court order or the request of a governmental or regulatory entity. This provision will not apply to any information that is received by RSKCo prior to the inception date of this Agreement, is in the public domain through no fault



RSKCo - Claims Services Agreement

or action of RSKCo, or is obtained after the date of this Agreement by RSKCo from any third party which is lawfully in possession of such information

- 5 RSKCo may assign or delegate any of its duties under this Agreement to any of its affiliates and/or subsidiaries
- 6 Upon receiving reasonable notice and during RSKCo's normal business hours, RSKCo will permit authorized employees of Client, authorized employees of Client's broker, and any other representative of Client who has entered into a confidentiality agreement or other agreement which RSKCo believes is required by law with RSKCo to
 - a Audit RSKCo's records as they pertain to Claims administered under this Agreement, and
 - b Review RSKCo's operations in order to evaluate the quality and accuracy of RSKCo's employees and operations as they relate to Client's Claims

Representatives of Client must provide RSKCo with reasonable prior written notice and, upon completion of the audit and/or review, submit a written report, in a form acceptable to RSKCo, stating how the information will be used

SECTION II -- CLIENT'S RESPONSIBILITIES

- 1 Client will pay any invoice submitted by or on behalf of RSKCo within fifteen (15) days of the billing date, including without limitation, payment for the charges set forth in the Statement, after which time such amount will be considered past due. If Client reasonably disputes an amount contained in an invoice, Client will pay the undisputed amount and notify RSKCo in writing of the disputed amount within fifteen (15) days of the billing date. Both parties will use their best efforts to resolve such dispute as soon as possible within sixty (60) days after RSKCo receives such written notice from Client.

RSKCo will have the option to accrue interest on any undisputed outstanding amounts due under this Agreement at a rate that is equal to the ninety (90) day commercial paper dealer rate in effect on the first Friday of each month as set forth in the Money Rate section (or any successor section) of the Midwest Edition of The Wall Street Journal plus five per cent (5%) per annum. Interest will compound daily until full payment is received. All accrued interest will be billed as soon as practicable and will be payable within fifteen (15) days of the billing date. In the event RSKCo undertakes any efforts to collect any amounts due from Client under this Agreement, Client will indemnify RSKCo for the reasonable costs, expenses and fees of such collection efforts, including attorneys' fees, if any.

This Article will survive the termination of this Agreement.

- 2 Client will reimburse RSKCo or its agent for all taxes, fees or assessments related to Claim Services or Claim Services Fees whenever imposed or assessed upon RSKCo or any of its affiliates and/or subsidiaries by any governmental body, any insurance guarantee fund association or any residual market facility. This provision will survive the termination of this Agreement.

RSKCo - Claims Services Agreement

- 3 Client will reimburse RSKCo or its agent according to the terms and conditions set forth in Attachment C for all fees, costs and expenses incurred by RSKCo under this Agreement. This provision will survive the termination of this Agreement.
- 4 Client will reimburse RSKCo or its agent for any fines and/or penalties imposed upon RSKCo by any regulatory authority due to RSKCo's failure to make a necessary filing(s), file a report(s), or provide notice within the time mandated by law, or any similar transgression, if such transgression is attributable, in whole or in part, to Client's failure to provide RSKCo with the necessary information in a timely fashion. This provision will survive the termination of this Agreement.
- 5 Client grants RSKCo complete and sole authority to investigate, adjust, settle or resist all Claims within its Discretionary Settlement Authority Limit as set forth in Attachment A, and to incur Allocated Loss Adjustment Expenses without limitation, unless otherwise provided in Attachment A. Notwithstanding any provision to the contrary, if RSKCo fails to settle a Claim within the amount of its Discretionary Settlement Authority Limit and the Claim is subsequently settled or judgment is rendered for an amount greater than an earlier settlement offer, RSKCo shall be liable to Client for actual damages only. Such damages shall be assessed only in the proportion to which the negligent act, omission or practice of RSKCo contributed to such actual damages of Client.
- 6 Client grants RSKCo complete and sole authority to investigate, adjust, settle or resist all Claims in excess of the Discretionary Settlement Authority Limit of RSKCo for which specific prior approval of Client has been obtained. RSKCo, however, reserves the right to settle a Claim in excess of the Discretionary Settlement Authority Limit without obtaining the specific prior approval of Client if, in RSKCo's sole opinion, failure to settle will subject RSKCo to fines, penalties or damages (including but not limited to punitive and exemplary damages) for unfair, improper or tortious claim handling acts, omissions or practices. Notwithstanding any provision to the contrary, if RSKCo settles a Claim in excess of its Discretionary Settlement Authority Limit without the consent of Client, RSKCo shall be liable to Client for actual damages only. Such damages shall be assessed only in the proportion to which the negligent act, omission or practice of RSKCo contributed to such actual damages of Client. RSKCo, however, shall not be liable to Client for any loss resulting solely from RSKCo's failure to obtain Client's consent to the settlement.

SECTION III – THE PARTIES AGREE

- 1 This Agreement will remain in full force and effect until terminated as provided below in Paragraphs 2 and 3 of this Section III.
- 2 This Agreement may be terminated by either party (a) upon sixty (60) days written notice to the other party, (b) immediately upon notice in the event of fraud, abandonment, gross or willful misconduct, insolvency, or lack of legal capacity to act by the other party, or (c) immediately upon final termination of the policies and/or programs set forth in Attachment B, or any renewals or extensions thereof. Upon RSKCo's timely receipt of Client's written notice of termination, RSKCo will work in good faith to finalize any reports in progress and to complete any service or segment of service being performed, provided however, that RSKCo will, in its sole judgment, determine whether such reports, service or segment of

RSKCo - Claims Services Agreement

service may reasonably be completed prior to the effective date of such termination. Within thirty (30) days after receiving Client's written notice of termination, RSKCo will inform Client of those services, segments of services or reports that RSKCo will complete prior to the effective date of such termination.

- 3 In addition to Section III 2 above, RSKCo may terminate this Agreement upon ten (10) days written notice if Client fails to pay any fees when due. At no time shall Client's failure to sufficiently fund its obligations under this Agreement, whether or not such failure results in RSKCo's inability to pay statutory or other payments and/or benefits, inure to the detriment of RSKCo.
- 4 In addition to any other indemnification provisions set forth in this Agreement each party agrees to indemnify, defend, and hold the other party and all of its affiliates and/or subsidiaries, whether now existing or subsequently acquired or created, and its and their employees, officers and directors harmless from and against all liability, loss, damage or expense incurred in connection with any claims or demands for damages (collectively "Damages"), that arise from or are caused by any act, error or omission, tortious or otherwise, of the indemnifying party, its employees, officers or directors. Each party agrees that its obligation to the other party under this provision will be in the proportion to which its act, error or omission resulted in any such Damages. In no event shall RSKCo be liable for any incidental, consequential or punitive damages or damages of a similar nature that may be incurred by Client as a result of the Claim Services, unless caused by the fraudulent, willful and wanton or grossly negligent act or omission of RSKCo or its employees not taken at the specific direction of Client. "Loss", as used in this clause, includes, without limitation, all judgments, settlements, claim payments, refusals of a reinsurer to pay a loss or any part thereof, punitive and exemplary damages, fines and penalties to the extent the law allows, indemnification and reasonable fees (including attorneys' fees), costs and expenses and interest. This provision will survive the termination of this Agreement.
- 5 Each party agrees not to seek recovery, whether by litigation, arbitration, offset, counterclaim or otherwise for punitive or exemplary damages under any circumstances, from the other party or any of its affiliates and/or subsidiaries, whether now existing or subsequently acquired or created.
- 6 RSKCo does not act as an insurer for Client, and this Agreement shall not be construed as an insurance policy or any contract or agreement of indemnity, except as otherwise expressly provided in this Agreement, it being understood that RSKCo is in no event financially responsible for payment or satisfaction of Claims, lawsuits, or any cause of action against Client. RSKCo shall have no obligations or responsibilities for Client's insurance or self-insurance programs under this Agreement, except as expressly set forth in this Agreement.
- 7 RSKCo's responsibility for the performance of Claim Services is conditioned upon
 - a Client's cooperation with RSKCo in all reasonable manners, including responding to RSKCo's requests for information promptly, meeting with RSKCo and/or third parties as may be needed, and making decisions which, as required by this Agreement, should be made by Client,

RSKCo - Claims Services Agreement

- b The payment of any fees required by the terms set forth in Attachment C, and
 - c Performance by Client of all of its obligations under this Agreement
- 8 The services to be provided by RSKCo are not of a legal nature RSKCo shall in no event give, or be required to give, any legal opinion or, except as may otherwise be provided in this Agreement, nor provide any legal representation to Client Any communication prepared by RSKCo shall not be relied upon by Client as a legal opinion or interpretation RSKCo shall in no event be considered engaged in the practice of law RSKCo may, but shall be under no duty to recommend counsel to Client
- 9 In the event of any dispute relative to this Agreement which cannot be settled amicably between the parties, the parties agree to submit the dispute to arbitration as follows
- a Three (3) arbitrators shall be selected one (1) of whom shall be selected by Client, one (1) of whom shall be selected by RSKCo, and a third arbitrator shall be selected by the two arbitrators
 - b The dispute shall be submitted to these three arbitrators and the decision in writing of any two of the three arbitrators shall be final and binding upon both parties to this Agreement The arbitrators are relieved from all judicial formalities and may abstain from strict rules of law
 - c Each party will pay for the costs of their arbitrator and one half of the expenses of the third arbitrator
 - d All arbitration shall take place in Chicago, Illinois unless otherwise agreed upon by both parties The procedural rules applicable to any arbitration shall be in accordance with the Commercial Arbitration Rules of the American Arbitration Association
- 10 Termination of this Agreement by either party shall not relieve Client of its obligation to pay RSKCo all amounts incurred as of the effective date of termination nor any amounts which subsequently become due as a result of Claim Services performed for Client under this Agreement
- 11 This Agreement will be binding upon and inure to the benefit of the parties and their successors and assigns This Agreement may not, however, be assigned by either party without the prior written consent of the other party except as provided for in Section I paragraph 5
- 12 Unless otherwise specifically addressed in this Agreement, this Agreement may only be amended in writing signed by both parties
- 13 All notices required under this Agreement will be confirmed in writing to the other party and sent to the other party at the address set forth on the signature page of this Agreement
- 14 If any provision of this Agreement is adjudged by any court of law to be void or unenforceable in whole or in part, such adjudication shall not be deemed to affect the

RSKCo - Claims Services Agreement

validity of the remainder of this Agreement Each provision of this Agreement is declared to be severable from every other provision and constitutes a separate and distinct covenant

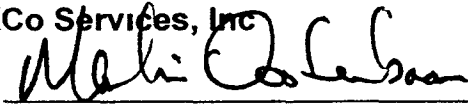
- 15 RSKCo, at all times, shall be an independent contractor, and employees of RSKCo shall in no event be considered employees of Client No agency relationship between the parties, except as expressly provided for herein, shall exist as a result of the execution of this Agreement or performance under it Neither party has the authority to bind or make any commitment on behalf of the other, nor are any of either party's employees entitled to any employment rights or benefits of the other party
- 16 The failure of any party to insist upon strict performance of any duty or responsibility of any other party under this Agreement will not be deemed a waiver of such duty or responsibility or create an estoppel against any party to this Agreement
- 17 All parties have participated in the drafting of this Agreement No term or provision set forth herein which may be considered ambiguous shall be presumptively interpreted against any party as the drafter of this Agreement
- 18 All attachments to this Agreement are incorporated into and made a part of this Agreement
- 19 This Agreement sets forth the entire agreement and understanding between the parties
- 20 No remedy conferred upon or reserved to any party is intended to be exclusive of any other available remedy, but each and every remedy will be cumulative and will be in addition to every other remedy given under this Agreement, or now or hereafter existing at law or in equity
- 21 This Agreement will be construed and governed by the laws of the State of Illinois applicable to agreements made and to be performed entirely within such state, without regard to the choice of law principles thereof

RSKCo - Claims Services Agreement

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the persons duly authorized to act in their respective names

RSKCo RSKCo Services, Inc

By



Date

9-11-02

Title

Authorized Representative

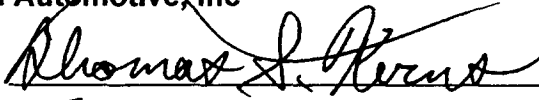
Notice Address

RSKCo Services, Inc
333 S Wabash
Chicago, IL 60604
Attn General Counsel
38th Floor South Building

With Copy To RSKCo Services, Inc
3500 Lacey Road
Downers Grove, IL 60515
Attn Contract Administration
10th Floor

Client Oxford Automotive, Inc

By



Date

8/29/02

Title

Treasurer

Notice Address

Oxford Automotive, Inc
1250 Stephenson Hwy
Troy, Michigan 48083
Attn Tom Kerns, Treasurer

RSKCo - Claim Services Agreement. Attachment A

CLAIM SERVICES

Claim Services to be Provided by RSKCo

RSKCo and Client have jointly developed these Claim Services in order to provide an outline for servicing Claims under this Agreement. The Claim Services will be completed in accordance with RSKCo's ordinary and customary business practices and procedures.

RSKCo agrees to

- 1 Accept and acknowledge proof of loss,
- 2 Establish and maintain Claim files for each Claim transferred to or first reported to RSKCo,
- 3 Reopen Claims or handle post closing activities as necessary,
- 4 Investigate all Claims to the extent reasonable and customary to evaluate the merits of such Claims,
- 5 Set loss reserves,
- 6 Retain attorneys, as determined by carrier, to provide assistance in administering or defending Claims subject to this Agreement,
- 7 Retain third party vendors, as determined by RSKCo, to perform loss adjustment services for Client,
- 8 Furnish all Claim forms necessary for proper Claims administration,
- 9 Take such action which in the opinion of RSKCo may ensure that the administration of Claims subject to this Agreement, including payment of Claims by RSKCo, will comply with applicable laws, rules and regulations,
- 10 Provide 36 loss runs per year during the life of the contract. Paper loss runs will be charged at the then current rates. In the event of termination of this Agreement, RSKCo will provide 12 internet loss runs at no charge during the first year following non-renewal. For all subsequent years until all claims are closed, RSKCo will provide quarterly internet location detail reports. Paper loss runs will be charged at the then current rates.

Special Claim Handling Instructions

RSKCo and Client have jointly developed these Special Claim Handling Instructions in order to provide an outline of the approach for servicing Claims under this Agreement. The following Special Claim Handling Instructions are not, nor are they intended to be, fully comprehensive instructions for all claims administration. RSKCo will exercise its best efforts to service all Claims in a manner consistent with RSKCo's best professional judgment, and not in violation of any unfair claims settlement practices law of the jurisdiction in which the Claim arose. RSKCo and Client acknowledge that in fulfilling this duty, it may be necessary and/or appropriate for

RSKCo - Claim Services Agreement Attachment A

RSKCo to deviate from the letter of the Special Claim Handling Instructions, and such deviation shall not be a breach of this Agreement

RSKCo agrees to

- 1 Investigate, adjust, settle or resist all Claims within the Discretionary Settlement Authority Limit of RSKCo, and to incur Allocated Loss Adjustment Expenses without limitation, unless otherwise provided in this Attachment For the purpose of this Agreement, Discretionary Settlement Authority Limit is defined as \$0 per Claim provided, however, that such Discretionary Settlement Authority Limit will not apply to any Claim, regardless of its monetary value, involving death or serious bodily injury, including, but not limited to
 - spinal cord injuries,
 - severe burns,
 - amputations of any major member,
 - multiple eye injuries or blindings,
 - severe head injuries (comatose, mental problems, sensor or motor loss),
 - unusual diseases resulting in severe disability, and
 - injuries that are likely to totally disable the claimant for one year or more that do not fall into any other category listed above
- 2 Investigate, adjust, settle or resist all Claims in excess of the Discretionary Settlement Authority Limit of RSKCo for which specific prior approval of Client has been obtained
- 3 Consult with Client when any Claim reserve changes by more than \$10,000 00
- 4 Provide Client with written status reports quarterly for any open Claim with an incurred amount of \$25,000 00 This report will be provided to Client by system generated status, reports In the event of termination of this Agreement between RSKCo and the Client, RSKCo will continue to provide this report, if required by Client, at the then prevailing rates for this report
- 5 Pursue salvage or subrogation opportunities, and undertake such investigations and pursue such opportunities as will be requested by Client

RSKCo - Claim Services Agreement: Attachment B

POLICY/PROGRAM INFORMATION

Description Of Policies

This Agreement applies to Claims covered or alleged to be covered under the following insurance policies and/or programs

Workers' Compensation Deductible Plan

<u>Policy Number</u>	<u>Effective Date</u>	<u>Underwriting Company</u>
WC 251 913 060	August 1, 2002	American Casualty Company of Reading, PA

Description Of Insured Program

Workers' Compensation and Stop Gap Liability 54 month paid loss large deductible plan

RSKCo - Claim Services Agreement: Attachment C

CLAIM SERVICES FEES

In consideration of RSKCo providing Claim Services for Client, Client shall pay RSKCo the Claim Services Fees and/or the Administrative Services Fees incurred under this Agreement for the period August 1, 2002 to August 1, 2003 according to the following Claim Services Fee Schedule and/or Administrative Services Fee Schedule

This Claim Services Fee Schedule is based on life of the file ("Life of File") claim pricing and includes all Claim Services as outlined in Attachment A. The fee for each Claim shall be considered fully earned and non-refundable once the Claim is referred to RSKCo. This Claim Services Fee Schedule applies to Claims received by RSKCo during the term of this Agreement.

Claim Services Fee Schedule:

WORKERS COMPENSATION	Per Claim Fee
Notice Only Claim	\$45 00
Medical Only Claim	\$125 00
Indemnity Claim - Zone 1 States	\$1,609 00
Indemnity Claim - Zone 2 States	\$1,262 00
Indemnity Claim - Zone 3 States	\$926 00
Federal and WC EL	\$1,609 00
Zone 1 States AK, CA, HI, NM, NY	
Zone 2 States CO, DC, FL, ME, MA, MN, OH, PA, TX, WA, WV, WY	
Zone 3 States Includes all remaining states	
Note: If a Medical Only Claim becomes an Indemnity Claim, it will be billed at the difference between a Medical Only Claim and an Indemnity Claim for that zone	

Exclusions to the Claim Services Fee Schedule

All fees and expenses related to the following Claims are specifically excluded from the Claim Services Fee Schedule and will be priced on a time and expense basis at the prevailing rates or at a negotiated cost per claim fee:

- Catastrophe losses: Any Claim arising out of any single accident or occurrence that results in 10 or more declared or potential claimants, including without limitation, Claims arising out of a Plant Closing or Work Stoppage
- Any Claims filed outside the 50 United States, Puerto Rico, and the U.S. Virgin Islands

Claim Service Fee Payment Schedule.

Commencing at the Policies' inception, RSKCo will provide or cause Client to be provided with a **quarterly** reimbursement statement ("Statement") for the prior **quarter's** Claim Service Fees earned as determined by RSKCo.

RSKCo - Claim Services Agreement: Attachment C

Definitions

For purposes of this Agreement, the terms set forth below shall be defined as follows

Allocated Loss Adjustment Expenses -- Expenses for these services are not included in the Claim Services Fee Schedule. These expenses will be priced according to actual costs incurred, fee schedules, or RSKCo's time and expense charges at the then prevailing rate, travel, and travel related expenses

Expenses directly allocated to a particular Claim including but not limited to all governmental administrative agency, alternative dispute resolution, arbitration, and court costs, fees, and expenses, fees, costs and expenses for attorney services and other legal services, photographic costs, materials and labor, experts' fees or costs, cost of copies of documents or records, cost of depositions and court reporters or recorded statements and similar fees, medical cost containment expenses, cost of autopsies, cost of medical examinations of a claimant to determine liability, or the degree of permanency or length of disability, and all other compensation fees, costs and expenses chargeable to the investigation or defense of a Claim or the investigation or prosecution of fraud or criminal conduct involving a Claim

Additional Allocated Loss Adjustment Expenses will be assessed for use of third party contractors providing loss adjustment services, when necessary

Allocated Loss Adjustment Expenses does not include any compensation for independent or staff claim adjusters or RSKCo's employees involved in the normal investigation of a Claim to determine the cause or extent of responsibility for the injury or disease or any expenses required by law to be treated as a loss payment

Life of File -- The fee quoted is for the handling of all newly reported Claims until conclusion, regardless of whether this Agreement is renewed

Indemnity Claim -- A Claim where the injuries suffered will or are likely to result in an indemnity or wage loss benefit or have a reserved or paid value of \$2,500 or more. A denied Indemnity Claim will be considered an Indemnity claim for fee purposes

Medical Only Claim -- A Claim for medical payments only with paid value less than \$2,500. A Medical Only Claim shall not include investigation, compensability determination, subrogation, 2nd injury fund, case management nor claim involvement in return to work efforts

Notice Only Claims -- Reported incident that is set up as a claim file but for which no reserves have been established, nor is investigation required or requested

Reopened Claims -- Claims that were previously closed and are reopened due to continuing issues associated with the Claim. If the program is "Life of File", RSKCo will not charge any additional fees for reopening Claims that were originally received as new Claims during the term of this Agreement. In other programs, the program specifics will govern whether additional fees be paid

Wildman, Harrold, Allen & Dixon
225 West Wacker Drive
Chicago Illinois 60606 1229
312 201 2000
312 201 2555 fax
www.wildmanharrold.com



Jeffrey L. Gansberg
312 201 2677
gansberg@wildmanharrold.com

Wildman Harrold
Attorneys and Counselors

January 14, 2005

VIA FEDERAL EXPRESS

Attn Oxford Automotive Claims
c/o The BMC Group
1330 E Franklin Avenue
El Segundo, CA 90245

Re *In re Oxford Automotive, Inc*
Case No 04-74733-SWR (Jointly Administered), Chapter 11

To Whom It May Concern

Enclosed are an original and two copies of Proofs of Claim to be filed on behalf of CNA Companies in each of the jointly administered cases in the above-referenced bankruptcy. Please file the original Proofs of Claim and return a file-stamped copy of the same to me. A self-addressed, prepaid envelope is also enclosed for your convenience. Thank you for your assistance with this matter.

Very truly yours,

WILDMAN, HARROLD, ALLEN & DIXON LLP

Jeffrey L. Gansberg

JLG/mjd

Enclosures

c Jonathan W Young Esq (w/enc)

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to help assure safe transportation with ordinary care in hand

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Rich Nelson
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Suite 179
Chicago IL 60604

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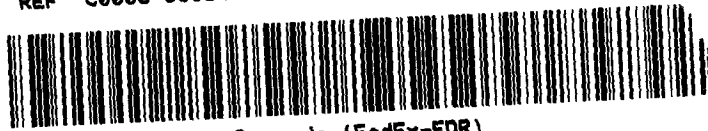
TO

FedEx Revenue Barcode

N/A (000)000-0000
The BMC Group
Attn: Oxford Automotive Claim
1330 E Franklin Avenue
EL SEGUNDO, CA 90245

FedEx

REF C0006 00064 GANSBERG



Delivery Address Barcode (FedEx-EDR)

PRIORITY OVERNIGHT

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LAX
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