

PROOF OF CLAIM



YOUR CLAIM IS SCHEDULED AS

In re  
**Oxford Automotive, Inc**

Case Number  
**04-74377**

Schedule/Claim ID s5722  
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

Name of Creditor and Address  
 08111832010969  
BALDWIN DAVID  
312 N UNION ST  
WINCHESTER IN 47394-1211

Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.  
 Check box if you have never received any notices from the bankruptcy court in this case.  
 Check box if this address differs from the address on the envelope sent to you by the court.

The amounts reflected above constitute your claim as scheduled by the Debtor or pursuant to a filed claim. If you agree with the amounts set forth herein and have no other claim against the Debtor, you do not need to file this proof of claim EXCEPT as stated below.  
If the amounts shown above are listed as Contingent, Unliquidated or Disputed, you must file a proof of claim.  
If you have already filed a proof of claim with the Bankruptcy Court or BMC, you do not need to file again.  
**THIS SPACE IS FOR COURT USE ONLY**

Creditor Telephone Number **(765-584-1299)**  
Creditor Federal Tax ID  
**311-62-0025**

Account Or Other Number By Which Creditor Identifies Debtor  
**Fed # 38-3262809**  
**34# 032809690019**

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

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 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

THIS SPACE FOR COURT  
**FILED**  
**JAN 19 2005**  
**BMC**

DATE SIGNED: **1/13/05**  
SIGN and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any):  
**David A Baldwin DAVID A BALDWIN**

Oxford Automotive, Inc

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**