

UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF MICHIGAN SOUTHERN DIVISION		PROOF OF CLAIM		 YOUR CLAIM IS SCHEDULED AS	
In re Oxford Automotive, Inc		Case Number 04-74377		Schedule/Claim ID s2139 Amount/Classification Priority Unliquidated	
NOTE This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.				<input type="checkbox"/> 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. <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if this address differs from the address on the envelope sent to you by the court.	
Name of Creditor and Address 08111832007312 ARNDT DAVID 422 WHIPPERS IN CT BLOOMFIELD HILLS MI 48304-3072				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 (248) <u>642-1219</u>		Creditor Federal Tax ID <u>376-52-9402</u>		Account Or Other Number By Which Creditor Identifies Debtor Check here <input type="checkbox"/> replaces or <input type="checkbox"/> amends a previously filed claim dated _____	
1 BASIS FOR CLAIM <input type="checkbox"/> Goods sold <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input checked="" type="checkbox"/> Services performed <input type="checkbox"/> Taxes <input checked="" type="checkbox"/> Wages, salaries, and compensation (Fill out below) <input type="checkbox"/> Money loaned <input type="checkbox"/> Other (describe briefly) _____ Last four digits of SS # <u>9402</u> Unpaid compensation for services performed from _____ to _____ (date) (date)					
2 DATE DEBT WAS INCURRED <u>Still Accruing</u> 3 IF COURT JUDGMENT, DATE OBTAINED _____					
4 TOTAL AMOUNT OF CLAIM AT TIME CASE FILED \$ _____ (unsecured) \$ _____ (secured) \$ <u>223,350</u> (unsecured priority) \$ <u>223,350</u> (Total)					
If all or part of your claim is secured or entitled to priority, also complete Item 5 or 7 below. <input type="checkbox"/> 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 <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief description of collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Value of Collateral \$ _____ Amount of arrearage and other charges at time case filed included in secured claim, if any \$ _____			7 UNSECURED PRIORITY CLAIM <input checked="" type="checkbox"/> Check this box if you have an unsecured priority claim. Amount entitled to priority \$ <u>223,350</u> Specify the priority of the claim: <input checked="" type="checkbox"/> 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) <input checked="" type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(4) <input type="checkbox"/> 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) <input type="checkbox"/> Alimony, maintenance, or support owed to a spouse, former spouse, or child. 11 U.S.C. § 507(a)(7) <input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8) <input type="checkbox"/> Other. Specify applicable paragraph of 11 U.S.C. § 507(a) (____). <small>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.</small>		
6 UNSECURED NONPRIORITY CLAIM \$ _____ <input type="checkbox"/> 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 <u>Attach copies of supporting documents</u> , 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		
DATE SIGNED <u>Jan 12, 2005</u>		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). <u>David H Arndt</u> <u>DAVID H ARNDT</u>			

FILED

JAN 19 2005

BMC

Oxford Automotive Inc

00663

David H Arndt
422 Whippers In Ct
Bloomfield Hills, Michigan 48304

January 12, 2005

Case No 04-74377
Proof Claim s2139

To Oxford Automotive Inc
c/o BMC Group
PO Box 977
El Segundo, California 90245-0977

Dear Sir

Please find attached my proof of claim, schedule/claim ID s2139

I have attached the following

January, 2000 employment agreement specifying severance package
May 19, 2004 employment agreement specifying restating severance
Package and adding stay bonus and six months of health care upon leaving
Company

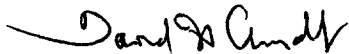
I have also added a second copy of the proof of claim form and a self addressed, stamped
Envelope for acknowledgment of receipt of the claim

If there are any questions please contact me by phone

248-642-1219

Or by mail at D Arndt
422 Whippers In Ct
Bloomfield Hills, Michigan 48304

Respectfully submitted,



David H Arndt



January 19, 2000

David H. Arndt
422 Whippers In Court
Bloomfield Hills, Michigan 48304

Dear David

We are pleased to offer you the position of Vice President and General Manager Forging Division for Oxford Automotive, Inc. You will be an at will employee. You will report to the President/CEO, Steve Abelman.

In addition to your salary of \$ 200,000 per year, you will be eligible for all other benefits accorded to all full-time salaried employees on the first of the month following your date of hire. We anticipate your start date to be Monday, January 24, 2000.

- Twelve (12) paid holidays, fifteen (15) vacation days in the year 2000, and 20 days after fifteen years.
- You will be eligible for the Runzheimer Automobile Allowance, which will be based on your travel requirements. Please see the attached sheet for details.
- You will also be eligible to participate in the salary bonus program up to 30% of your base salary. This bonus is based on the achievement of corporate objectives and the successful completion of your goals and objectives. The year 2000 bonus will be pro-rated.
- Management has agreed to perform an appraisal evaluation with consideration for a merit increase after six (6) months of employment.
- Oxford Management has agreed to pay you six (6) months of wages in the event you are terminated from employment by Oxford.
- It is mutually agreed by Oxford and yourself, that if you should resign your position within one (1) year of employment, you would be required to repay the recruiting placement fee to Oxford Automotive.
- We have a competitive health and dental care plan that includes low cost prescription drugs, with premiums shared by employees and the company. Also, life insurance that provides coverage valued at two and one half your annual salary at no cost to you, with voluntary life insurance available should you desire greater coverage. You may insure spouses and children under the guidelines of the plan as well.
- You may also participate in our company 401(k) plan that provides up to 25 cents on the dollar up to 6% of your base salary. You may choose to roll a current fund balance into the Oxford 401(k) to avoid penalties.
- Oxford Automotive, Inc. provides employees educational opportunities by reimbursing tuition up to 100% per year for approved courses outlined in our corporate education and training policies.



Page Two
1/19/00
David H Arndt

- We will pay the cost of a standard pre-employment drug screen at our company clinic. This offer of employment is contingent upon a successful passing of a drug screen. Please contact Sharon Delezenne at (248) 577-3382 at your earliest convenience to schedule your drug test and to make the necessary arrangements to return the signed copy of the confidentiality agreement.

Your extensive experience in the field of Manufacturing will provide needed expertise for Oxford Automotive, Inc. In exchange we believe that Oxford can provide you with a rewarding career and professional growth. We look forward to having you join our team as you will contribute to our rapid growth and help us to achieve the next level of success.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Michael J. Hartt", written over a horizontal line.

Michael J. Hartt
Corporate Director Human Resources

By my signature I hereby accept the Vice President and General Manager Forging Division position as outlined above.

A handwritten signature in black ink, appearing to read "David H. Arndt", written over a horizontal line.

David H. Arndt

1/21/00
Date



EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into this 19th day of May 2004, by and between OXFORD AUTOMOTIVE, INC, a Michigan corporation (the "Company") and David Arndt, a Michigan resident (the "Employee")

WITNESSETH.

WHEREAS, the Company desires to employ the Employee in accordance with the terms and conditions of this Agreement and Employee desires to be so employed by the Company, and

WHEREAS, this Agreement shall govern the employment relationship between the parties from and after the date stated above and supersedes and negates all previous agreements made between the parties, whether written or oral, relating to Employee's employment with the Company

NOW, THEREFORE, in consideration of above recitals and the mutual covenants and promises contained herein and other valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, the parties agree as follows

1 Employment. The Company hereby engages Employee on an exclusive basis to render personal services for the Company. Employee's title shall be Vice President Audit Services or such higher title as determined by the Company. Employee shall perform such duties and have such responsibilities as assigned from time to time by the Company. Employee hereby accepts such employment and agrees to devote his/her full employment energies, interest, abilities and time to the performance of Employee's duties to the Company. He/She shall be subject to the Company's policies, procedures and approval practices, as generally in effect from time-to-time. He/She shall be based at Troy, Michigan, except for required travel on the Company's business.

2. Employment Term. The term of employment under this Agreement shall be a period of two (2) years commencing on the date of the execution of this Agreement (the "Commencement Date"), subject to earlier termination as provided herein.

3 Compensation During the term of this Agreement, Company agrees to pay and provide Employee, and Employee agrees to accept in full consideration for his/her services to Company, the following

1) A base salary at the rate of \$217,300 per annum, less required withholdings (the "Salary"). The Salary shall be paid bi-weekly. Company shall have the right, but not the obligation, however, to modify the frequency of its payments of the Salary to conform with its frequency of pay periods to other Company employees.

generally Company shall, at least once each fiscal year starting in the fiscal year ending March 31, 2006, annually review the rate of the Employee's Salary, and shall determine, in Company's sole discretion, whether or not to increase that rate prospectively

ii) 20 days of vacation per calendar year, which shall accrue ratably as Employee performs services, and limited additional time off for sickness, disability, or personal reasons, in accordance with the Company's policies in effect from time to time for its management employees, provided, however, that, unless otherwise approved in writing by the President, any unused vacation days remaining at the end of a calendar year may not be carried over by the Employee to the next calendar year and shall be forfeited

iii) Participation in such fringe benefit plans of the Company as may exist from time to time, including any health, life or disability insurance plans generally made available to other employees of Company, in accordance with the eligibility and participation provisions of such plans

iv) Participation in any 401(k), profit sharing or other retirement plans of Company as may exist, from time to time, for its employees in general, in accordance with the eligibility and participation provisions of such plans

v) Participation in Company's Annual Salary Incentive Plan (the "Incentive Plan"), if any such Incentive Plan has been adopted by the Board of Directors for the applicable calendar year Employee's participation shall be governed by the terms and conditions set forth in the Incentive Plan, if any, provided, however, that Employee's maximum amount received under any such Incentive Plan shall be 40% of Employee's base salary

vi) Participation in Company's vehicle program as set forth and subject to Section 900 (Company Cars- Corporate/North America) of the Oxford Automotive Salaried Personnel Policies & Procedures Employee shall be eligible to receive Lease Car – Level 2

4. INDEMNIFICATION. Company shall indemnify Employee to the fullest extent allowed by applicable law and the articles and bylaws of Company for liability arising from Employee's conduct within the course and scope of Employee's employment with Company so long as such conduct did not constitute willful misfeasance, bad faith, gross negligence or reckless disregard of duty Such indemnity shall be in force for the longer of (1) six years after the termination of employment or (2) after the termination of employment, the longest term of any statute of limitations governing any claim that might be brought against the Employee concerning employment, decisions, actions or omissions as an officer of the Company The Company shall maintain a Directors and Officers liability insurance policy providing coverage in an amount equivalent to or greater than the amount of coverage existing at the time of the execution of this Agreement for the length of time that Company is obligated to indemnify Employee pursuant to this Paragraph 4

5. EXPENSES The Employee shall be entitled to receive reimbursement for all reasonable and customary travel and business expenses he/she incurs in connection

with his/her employment, but he/she must incur and account for those expenses in accordance with the policies and procedures established by the Company

6. TERMINATION. Notwithstanding anything in this Agreement to the contrary, this Agreement and the Employee's employment shall terminate, as follows

i) Death Upon the death of the Employee, Company shall not be obligated to make any further payments to Employee hereunder, except amounts due as salary and bonuses earned at the time of Employee's death

ii) Disability In the event that the Employee is unable to continue to perform his duties and responsibilities hereunder for a period in excess of ninety (90) days Employee's employment shall terminate, and the Company shall not be obligated to make any further payments to Employee hereunder, except amounts due as salary and bonuses earned at the time of such termination Employee expressly agrees that Company shall have the right to permanently replace Employee in that event

iii) Just Cause Termination The Company may terminate this Agreement at any time immediately upon notice to the Employee for "Just Cause " Just Cause shall mean any of the following, whether or not occurring before or after the date of this Agreement (1) personal dishonesty by Employee involving Company business, or breach of Employee's fiduciary duty to Company or knowingly or intentionally causing, or, through gross negligence allowing, the Company's financial statements to fail to comply with generally accepted accounting principles, (2) commission of a felony or misdemeanor by Employee which in the judgment of the Company has or may have a material, adverse affect on the Company's business or reputation, (3) Employee's use of any illegal drug or narcotic on Company property or at a function where Employee is working on behalf of the Company, (4) Employee's willful refusal to comply with reasonable requests made of Employee by the Company's Board or Employee's supervisor, or (5) a breach by Employee of any material provision of this Agreement Provided, however, that with respect to only items (4) and (5) of this provision, Employee shall be given written notice of the deficiency and shall have seven days from the date of that notice to cure any such deficiency In the event that the Company terminates this Agreement for Just Cause, Company shall not be obligated to make any further payments to Employee hereunder, except amounts due as salary and bonuses earned at the time of such termination

iv) Termination Without Cause Notwithstanding any other provision in this Agreement, Company (at its sole discretion) shall have the right to terminate this Agreement at any time, for any reason or no reason, without notice to Employee If the Company terminates this Agreement pursuant to this Paragraph 6 (iv), the Company shall not be obligated to provide any further payments or compensation to Employee hereunder, except amounts due as salary earned at the time of such termination Provided, however, if such termination is for any reason other than Death (as provided in Paragraph 6(i)), Disability (as provided in Paragraph 6(ii)) or Just Cause (as provided in Paragraph 6(iii)), the Company shall pay to Employee all amounts due under Paragraph 9 and 10

v) Resignation For Good Cause Employee shall have the right to terminate this Agreement immediately upon notice to Company for "Good Cause" Good Cause shall be defined as the Company (1) requesting that Employee accept a decrease in Employee's Salary or a lesser title, or (2) requesting that Employee relocate his/her primary work location more than twenty-five (25) miles from Troy, Michigan If the Employee terminates this Agreement pursuant to this Paragraph 6(v), the Company shall not be obligated to provide any further payments or compensation to Employee hereunder, except amounts due as salary earned at the time of such termination and all amounts due under Paragraph 9 and 10

7. NONCOMPETITION. Employee hereby acknowledges that he/she is familiar with the Company's trade secrets and with other Confidential Information Employee acknowledges and agrees that Company would be irreparably damaged if Employee were to provide services to any person or entity competing with Company or engaged in a similar business and that such competition by Employee would result in a significant loss of goodwill by Company Employee, therefore, agrees that through the later of (i) the last day of Employee's employment with Company, or (ii) December 31, 2004, Employee shall not directly or indirectly, for himself/herself or for any other person or entity own any interest in, manage, control, consult with, render services for or participate in (whether as an officer, director, employee, partner, agent, representative or otherwise) or in any other manner engage anywhere in the United States of America ("Restricted Territories") in any business engaged in direct competition with Company, provided that nothing herein shall prohibit passive ownership of not more than 2% of the stock of a publicly-held corporation whose stock is traded on a national securities exchange or in the over-the-counter market so long as Employee does not have any active participation in the business of such corporation Employee agrees that the Company's business has been conducted or is presently proposed to be conducted throughout the Restricted Territories (including as the same relates to the development, marketing, licensing and sale of its products and services) and that the geographic and time restrictions set forth above are reasonable and necessary to protect the goodwill of the Company's business If the Employee suffers the death or severe illness of his/her spouse or children and must therefore quit employment, this provision upon submission of proof thereof will be waived

i) Confidential Information For the purposes of this Paragraph 7, Confidential Information shall mean all information of a confidential or proprietary nature (whether or not specifically labeled or identified as "confidential"), in any form or medium, that relates to the business (including proprietary databases), products, services, research or development of the Company or its subsidiaries or their respective suppliers, distributors, customers, vendors or other trade related business relations Confidential Information includes, but is not limited to, the following (a) internal business information (including information relating to strategic and staffing plan, business, training, marketing, promotional and sales plans, cost, rate and pricing structures), (b) individual requirements of, specific contractual arrangements with, the Company's and its subsidiaries' suppliers, distributors, customers, vendors and other trade related business relations and their confidential information, (c) trade secrets, know-how, compilations of data and analyses, systems, records, reports, manuals,

documentation, models, data and databases relating thereto (including information contained in the Company's and its subsidiaries' proprietary databases and the use and functions thereof), (d) inventions, innovations, improvements, developments, design, analyses, drawings, reports, and all similar or related information (whether or not patentable), and (e) other Intellectual Property Rights

ii) Intellectual Property Rights For purposes of this paragraph 7, Intellectual Property Rights shall mean all (a) patents, patent applications, patent disclosures and inventions (b) Internet domain names, trademarks, service marks, trade dress, trade names, logos and corporate names and registrations and applications for registration thereof (together with all of the goodwill associated therewith), (c) copyrights (registered or unregistered) and copyrightable works and registrations and applications for registration thereof, (d) mask works and registrations and applications for registration thereof, (e) computer software, data, databases and documentation thereof, (f) trade secrets and other confidential information (including formulas, compositions, inventions (whether patentable or unpatentable and whether or not reduced to practice), know-how, manufacturing and production processes and techniques, research and development information, drawings, specifications, designs, plans, proposals, technical data, copyrightable works, financial and marketing plans and customer and supplier lists and information), (g) other intellectual property rights, and (h) copies and tangible embodiments thereof (in whatever form or medium)

8. **NONSOLICITATION.** Employee agrees that, through the later of (i) the last day of Employee's employment with Company, or (ii) December 31, 2004, Employee shall not directly or through another person or entity, (a) induce or attempt to induce any employee of the company to leave the employ of the Company, or in any way interfere with the relationship between the Company and any employee thereof, (b) hire any person who was an employee of the Company at any time during the six month period immediately prior to the date on which such hiring would take place (it being conclusively presumed by the Parties so as to avoid any disputes under this Paragraph 8 that any such hiring within such six month period is in violation of clause (a) above), or (c) call on, solicit or service any customer, supplies, licensee, or licensor or other business relation of Company in order to induce or attempt to induce such person or entity to cease doing business with Company, or in any way interfere with the relationship between any such customer, supplier, licensee or business relation and Company (including making any negative statements or communications about the Company or any of its subsidiaries)

9. **STAY BONUS.** A retention bonus of \$108,650 (six months of Employee's current base salary of \$217,300), less applicable withholdings, will be paid to employee if the Employee remains employed with Company until the earlier of (i) December 31, 2004, or (ii) until terminated by the Company for any reason other than Death (as provided in Paragraph 6(i)), Disability (as provided in Paragraph 6(ii)), Just Cause (as provided in Paragraph 6(iii)), or Employee resigns his/her employment for Good Cause (as provided in Paragraph 6 (v))

10 SEVERANCE. In the event that (a) Company terminates Employee's employment with Company for any reason other than Just Cause (as provided in Paragraph 6(iii)), or (b) Employee resigns his/her employment for Good Cause (as provided in Paragraph 6(v)), Company shall pay to Employee the following

i) Within five (5) business days, Company shall pay to Employee severance in a lump sum payment amount equal to \$108,650, less applicable withholdings, and

ii) In the event that Employee chooses to elect COBRA benefits, Company shall pay the premium for such COBRA benefits until the earlier of (a) 6 months, or (b) the date that Employee obtains health benefits through new employment

11. INVENTIONS. If at any time the Employee shall, either alone or with others, make, devise, create, invent or discover any inventions, improvements, modifications, developments, ideas, products, property, formulas, know-how, designs, models, processes, prototypes, sketches, drawings, plans or other matters whatsoever (whether or not capable of being protected by letters of patent, registration, copyright, registered trademark, service marks or other protection) which, in any manner, relate to, arise out of, or are in connection with the present or future business prospects or activities of the Company (collectively "Inventions") all such Inventions shall immediately be and remain the sole and exclusive property of the Company and Employee shall immediately and confidentially communicate a description of the Invention to the Company and to no other party at any time, and if the Company so desires, the Employee shall execute all documents and instruments and do all things as may be requested by the Company in order to forever vest all right, title and interest in such Invention solely in the Company and to obtain such letters of patent, copyrights, registrations or other protections as the Company may, from time to time, desire. The Employee hereby assigns to the Company all right, title and interest of Employee in and to any present Inventions made, devised, created, invented or discovered, in whole or in part by the Employee. Further, the parties acknowledge the existence of the "Agreement Relating to Intellectual Property" previously executed by the parties on January 21, 2000 (the "IP Agreement"). The IP Agreement hereby is incorporated by reference into this Agreement. To the extent that any provision of the IP Agreement otherwise conflicts with this Paragraph 11, the terms of the IP Agreement shall control.

12. CONFIDENTIALITY. Employee acknowledges and agrees that at all times during and following the termination of his employment with Company under any circumstances, he/she shall not use or disclose (i) any non-public information, knowledge or data relating in any way to the business, financial condition, sales, customers, suppliers, operations, products, Inventions, business relationships, technologies or services of Company, or (ii) any other proprietary or confidential information, knowledge, data or details of the past, present or future business affairs or practices of Company, (items (i) and (ii)) are hereinafter referred to as "Confidential Information", except as necessary during the course of Employee's employment by Company (after reasonable measures are taken to protect and preserve confidentiality) and only as authorized by Company. Employee further acknowledges that as a result of providing employment services to Company, Employee may obtain access to certain

documents, reports, memoranda, files, customer and supplier lists, records, studies, drawings, blueprints, manuals, books, accounting and financial information, data, statements, correspondence and other material and information which may contain or relate to Confidential Information (collectively "Confidential Materials") Employee covenants and agrees that (a) all Confidential Materials are and shall remain at all times the sole exclusive property of Company, and (b) upon the request of Company and upon termination of employment in any event, Employee shall promptly return all Confidential Materials, and all copies thereof, to Company and at no time shall any Confidential Materials be used, copied, published, circulated or disclosed, in any manner whatsoever, except as specifically authorized in writing by Company

13. GOVERNING LAW This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, notwithstanding the fact that any party may now or hereafter be domiciled in a different state, country or jurisdiction

14. WAIVER OF BREACH. The waiver of breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach. Each and every right, remedy and power hereby granted to any party or allowed it by law shall be cumulative and not exclusive of any other

15. SEVERABILITY. If any of the provisions of this Agreement or the application thereof to any party under any circumstances is adjudicated to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of this Agreement or the application thereof

16. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes and completely and irrevocably terminates any and all other previous or contemporaneous communications, representations, understandings, agreements, negotiations and discussions, either oral or written, between the parties. Without limiting the generality of the foregoing, the parties expressly agree that this Agreement supercedes the terms of any offer letter that may have been in existence between the parties. The parties acknowledge and agree that there are no written or oral agreements, understandings, or representations, directly or indirectly related to this Agreement or the employment, compensation or benefits of the Employee that are not set forth herein

17. INTERPRETATION. For purposes of Paragraphs 11 and 12 of this Agreement, the term "Company" shall include any and all affiliated and related companies owned and/or controlled by Company or Company's shareholders

18. AMENDMENT OF AGREEMENT. This Agreement may be altered or amended in any of its provisions only by the mutual written agreement of the parties hereto. This Agreement may not be amended orally in any respect

19. SUCCESSORS. The Agreement shall inure to the benefit of the Company and its successors and assigns, but is personal to the Employee and his or her estate

and may not be assigned or delegated, in whole or in part, by Employee This Agreement may be transferred and assigned by Company to any successor of Company by acquisition, merger, reorganization, amalgamation, asset sale or otherwise Upon any assignment of this Agreement by the Company, all obligations of Oxford Automotive, Inc shall terminate, the Employee shall become employed by the assignee in accordance with this Agreement and the term "Company" as used in this Agreement shall include only such assignee

20 RIGHTS CUMULATIVE. The Company's and Employee's rights under this Agreement are cumulative, and the exercise of one right will not be deemed to preclude the exercise of any other rights, likewise, the Company's and Employee's rights hereunder are in addition to any other rights of the Company or Employee at law or in equity

21 COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose

22. CONSTRUCTION. Each party has cooperated in the drafting and preparation of this Agreement, and therefore, the Agreement shall not be construed against either party on the basis that any particular party was the drafter

23. VOLUNTARY COUNSEL. The Employee agrees and acknowledges that he or she has read and understood this Agreement prior to signing it, has entered into this Agreement freely and voluntarily and has been advised to seek legal counsel prior to entering into this Agreement and has had ample opportunity to do so

24 ATTORNEY FEES In the event that Employee institutes litigation and successfully obtains a judgment that Company materially breached this Agreement, Employee shall be entitled to reasonable attorneys' fees and costs relating to obtaining such judgment

25 ARBITRATION Any dispute or controversy arising under or in connection with this Agreement shall be settled exclusively through binding arbitration in Detroit, Michigan, in accordance with the rules of the American Arbitration Association for Employment Disputes then in effect Judgment may be entered on the arbitrator's award in any court having jurisdiction, provided, however, that in the event that Employee is employed with Company during the pendency of such an arbitration, Company shall not have the right to suspend Employee without pay during such time Notwithstanding any provision to the contrary, nothing in this Paragraph 25 shall in any way affect, limit, or modify Company's rights to terminate Employee's employment with Company pursuant to Paragraph 6 above

[Signatures on next page]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written

IN THE PRESENCE OF

"COMPANY"

OXFORD AUTOMOTIVE, INC.

By John R. Potts

Witness

Its Chief Executive Officer

"EMPLOYEE"

Laura Barczyk David R. Camp
Witness NAME