

PROOF OF CLAIM

YOUR CLAIM IS SCHEDULED AS

Oxford Automotive, Inc

Case Number

04-74377

Schedule/Claim ID s541

Amount/Classification

UNKNOWN Unsecured Contingent 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



08111832003559

CIT TECHNOLOGIES CORP
2285 FRANKLIN RD
BLOOMFIELD HILLS MI 48302 0364

☐ 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 (48) 339-1602

Creditor Federal Tax ID

38-2756450

Account Or Other Number By Which Creditor Identifies Debtor

Check here
if this claim

☐ replaces
or
☐ amends

a previously filed claim dated _____

1 BASIS FOR CLAIM

☐ Goods sold☐ Personal injury/wrongful death☐ Retiree benefits as defined in 11 U.S.C. § 1114(a)☐ Services performed☐ Taxes☐ Wages, salaries, and compensation (Fill out below)☐ Money loaned☒ Other (describe briefly)

Equipment Leases

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

\$ 384,410.00

(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 \$ _____

6 UNSECURED NONPRIORITY CLAIM \$ 384,410.00

☒ 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.

7 UNSECURED PRIORITY CLAIM

☐ Check this box if you have an unsecured priority claim.

Amount entitled to priority \$ _____

Specify the priority of the claim

☐ Wages, salaries, or commissions (up to \$4,925) earned within 90 days before filing of the bankruptcy petition or cessation of the Debtor's business, whichever is earlier. 11 U.S.C. § 507(a)(3)

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(4)

☐ Up to \$2,225* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(6)

☐ Alimony, maintenance, or support owed to a spouse, former spouse, or child. 11 U.S.C. § 507(a)(7)

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8)

☐ Other. Specify applicable paragraph of 11 U.S.C. § 507(a) (____)

Amounts are subject to adjustment on 4/1/07 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

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

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

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

The original of this completed proof of claim form must be sent by mail or hand delivered (FAXES NOT ACCEPTED) so that it is actually received on or before 5:00 pm, on January 18, 2005 for Non-Government Claimants OR on or before April 7, 2005 for Governmental Units.

BY MAIL TO

Oxford Automotive, Inc.
c/o BMC Group
PO Box 977
El Segundo, CA 90245 0977

BY HAND OR OVERNIGHT DELIVERY TO

Oxford Automotive, Inc.
c/o BMC Group
1330 East Franklin Ave.
El Segundo, CA 90245

THIS SPACE FOR COURT

USE ONLY
FILED

JAN 31 2005

BMC

Automotive Inc



01633

DATE SIGNED

1-28-05

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).

Signature of Michael Steuback

Vice President

ORIGINAL

MELA 11
(01/99)

MASTER EQUIPMENT LEASE AGREEMENT DATED APRIL 23, 2003

LESSEE	OXFORD AUTOMOTIVE, INC	LESSOR	CIT TECHNOLOGIES CORPORATION, d/b/a CIT SYSTEMS LEASING
Street Address	1250 Stephenson Highway	Address	2285 Franklin Road Bloomfield Hills, MI 48302
City/State/Zip	Troy, MI 48083	Lease Number	

1 AGREEMENT Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the equipment (Equipment) described in any schedule (Schedule) that incorporates this Master Equipment Lease Agreement (Agreement) by reference. A Schedule shall incorporate this Agreement by reference by listing the above-referenced Lease Number thereon. Such lease shall be governed by the terms and conditions of this Agreement, as well as by the terms and conditions set forth in the applicable Schedule. Each Schedule shall constitute an agreement separate and distinct from this Agreement and any other Schedule. In the event of a conflict between the provisions of this Agreement and a Schedule, the provisions of the Schedule shall govern.

2 ASSIGNMENT OF PURCHASE DOCUMENTS Lessee shall execute and deliver to Lessor a writing acceptable to Lessor whereby Lessor is assigned all of Lessee's rights and interest in and to (a) the Equipment described in the applicable Schedule and (b) any purchase order, contract or other documents (collectively, Purchase Documents) relating thereto that Lessee has entered into with the Seller (as specified in the applicable Schedule). If Seller is not an affiliate of Lessor, Lessee shall deliver to Lessor a writing acceptable to Lessor whereby Seller acknowledges, and provides any required consent to, such assignment. If Lessee has not entered into any Purchase Document for the Equipment with Seller, Lessee authorizes Lessor to act as Lessee's agent to issue a purchase order to Seller for the Equipment and for associated matters, and such purchase order shall be subject to this Section 2 and all references in this Agreement to Purchase Documents shall include such purchase order. By executing the applicable Schedule, Lessee represents and warrants that Lessee either (y) has reviewed, approved and received a copy of the applicable Purchase Documents or (z) has been informed by Lessor (i) of the identity of the Seller, (ii) that Lessee may have rights under the Purchase Documents and (iii) that Lessee may contact Seller for a description of such rights. The foregoing information shall not be applicable if the Equipment specified in the Schedule is not new equipment being purchased by Lessor for lease to Lessee.

3 DELIVERY, ACCEPTANCE Lessee shall cause the Equipment to be delivered, at Lessee's expense to Lessee at the Equipment Location (as specified in the applicable Schedule) and Lessee shall accept the Equipment upon the later of (a) the installation, at Lessee's expense, of the Equipment or (b) the satisfaction of the acceptance criteria, if any, specified in the applicable Purchase Documents. In any event, Lessee shall evidence its acceptance of the Equipment and commencement of the lease with respect thereto by executing and delivering to Lessor a commencement certificate (Commencement Certificate) in a form acceptable to Lessor within five (5) business days after delivery. By executing and delivering a Commencement Certificate to Lessor, (x) Lessee represents and warrants that it has selected the Equipment and Seller specified on the applicable Schedule and (y) Lessee has irrevocably accepted such Equipment under lease. Lessee shall reimburse Lessor for any late payment, interest on late payment or any other similar fee or charge imposed by Seller as the result of Lessee's failure to timely furnish to Lessor all pertinent lease documentation.

4 PURCHASE OF EQUIPMENT Provided that no Event of Default (as defined in Section 18) exists, and no event has occurred and is continuing that with notice or the lapse of time or both would constitute an Event of Default, Lessor shall be obligated to purchase the Equipment from Seller and to lease the Equipment to Lessee if (and only if) Lessor receives on or before the Latest Commencement Date (as specified in the applicable Schedule) the related Commencement Certificate and Schedule (both executed by Lessee), and such other documents or assurances as Lessor may reasonably request. The foregoing information shall not be applicable if the Equipment specified in the Schedule is not new equipment being purchased by Lessor for lease to Lessee.

5 TERM The initial term of each Schedule (Initial Term) shall begin on the date specified as the Commencement Date on the Commencement Certificate with respect to such Schedule and shall continue for the period specified in such Schedule. Any renewal term of a Schedule (Renewal Term) shall begin on the expiration of, as applicable, the Initial Term or any preceding Renewal Term (collectively, Term).

6 RENT, LATE CHARGES Lessee shall pay Lessor the first Rental Payment (as specified in the applicable Schedule) for the Equipment on or before the Commencement Date of the applicable Schedule, and shall pay Lessor the remaining periodic Rental Payments on or before the periodic payment dates specified in the applicable Schedule or, if periodic payment dates are not specified, on or before the corresponding day of each subsequent period during the Initial Term of the applicable Schedule regardless of whether Lessee has received notice that such Rental Payments are due. Additionally, if pursuant to this Agreement or the applicable Schedule the Term is extended or a renewal option exercised, Lessee shall also pay all Rental Payments required with respect thereto. All Rental Payments will be sent to Lessor's above-referenced address, or to such other address as specified by Lessor in writing. Lessee agrees to pay Lessor interest at the rate of 1-1/2% per month (or such lesser rate as is the maximum rate allowable under applicable law) on any Rental Payment (or other amount due hereunder) that is not paid within 10 days of its due date.

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7 INSURANCE At its own expense, Lessee shall provide and maintain the following insurance (a) insurance against the loss or theft of or damage to the Equipment for the greater of the Stipulated Loss Value (computed as described in the applicable Schedule) or full replacement value thereof, naming Lessor as a loss payee, and (b) public liability and third party property damage insurance, naming Lessor as an additional insured. Such insurance shall be in a form, amount and with companies reasonably satisfactory to Lessor, shall contain the insurer's agreement to give Lessor 30 days' prior written notice before cancellation or material change thereof, and shall be payable to Lessor regardless of any act, omission or breach by Lessee. Lessee shall deliver to Lessor the insurance policies or copies thereof or certificates of such insurance on or before the Commencement Date of the applicable Schedule, and at such other times as Lessor may reasonably request. If no Event of Default exists, and no event has occurred and is continuing that with notice or the lapse of time or both would constitute an Event of Default, the proceeds of any insurance required under clause (a) hereof that have been paid to Lessor shall be applied against Lessee's obligations to Lessor under Section 12 hereof.

8 TAXES Lessee shall reimburse Lessor for (or pay directly, but only if instructed by Lessor) all taxes, fees, and assessments that may be imposed by any taxing authority on the Equipment, on its purchase, ownership, delivery, possession, operation, rental, return to Lessor or its purchase by Lessee (collectively, Taxes), provided, however, that Lessee shall not be liable for any such Taxes (whether imposed by the United States of America or by any other domestic or foreign taxing authority) imposed on or measured by Lessor's net income or tax preference items. Lessee's obligation includes, but is not limited to, the obligation to pay all license and registration fees and all sales, use, personal property and other taxes and governmental charges, together with any penalties, fines and interest thereon, that may be imposed during the Term of the applicable Schedule. Lessee is liable for these Taxes whether they are imposed upon Lessor, Lessee, the Equipment, this Agreement or the applicable Schedule. If Lessee is required by law or administrative practice to make any report or return with respect to such Taxes, Lessee shall promptly advise Lessor thereof in writing and shall cooperate with Lessor to ensure that such reports are properly filed and accurately reflect Lessor's interest in the Equipment. Lessor has no obligation to contest any such Taxes, however Lessee may do so provided that (a) Lessee does so in its own name and at its own expense, (b) the contest does not and will not result in any lien attaching to any Equipment or otherwise jeopardize Lessor's right to any Equipment, and (c) Lessee indemnifies Lessor for all expenses (including legal fees and costs), liabilities and losses that Lessor incurs as a result of any such contest.

9 REPAIRS, USE, LOCATION, LABELS Lessee shall (a) at its own expense, keep the Equipment in good repair, condition and working order and maintained in accordance with the manufacturer's recommended engineering and maintenance standards, (b) use the Equipment lawfully and exclusively in connection with its business operations and for the purpose for which the Equipment was designed and intended, and (c) without Lessor's prior written consent, not move the Equipment from the Equipment Location. If Lessor supplies Lessee with labels stating that the Equipment is owned by Lessor, Lessee shall affix such labels to the Equipment pursuant to Lessor's instructions.

10 MAINTENANCE, INSPECTION, ALTERATIONS At its own expense, Lessee shall (a) enter into and maintain a maintenance agreement for the Equipment with the manufacturer or other party acceptable to Lessor; (b) maintain the Equipment in the same condition as when delivered, subject only to ordinary wear and tear, and in good operating order and appearance, (c) make all alterations or additions to the Equipment that may be required or supplied by the Seller, the manufacturer or which is otherwise legally necessary, and (d) make no other alterations or additions to the Equipment (except for alterations or additions that will not impair the value or performance of the Equipment and that are readily removable without damage to the Equipment). Any modifications, alterations or additions that Lessee makes to the Equipment (except as permitted by Section 10(d) above) shall become Lessor's property and shall also be deemed to be Equipment. Upon request, Lessor, or any party designated by Lessor, shall have the right to inspect the Equipment and Lessee's applicable maintenance agreement and records at any reasonable time.

11 PERSONAL PROPERTY, LIENS AND ENCUMBRANCES, TITLE The Equipment shall at all times remain personal property, notwithstanding that the Equipment, or any part thereof, may be (or becomes) affixed or attached to real property or any improvements thereon. Except for the interest of Lessor, Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances of any nature whatsoever. Except as expressly set forth in this Agreement, the Equipment shall at all times remain the property of Lessor and Lessee shall have no right, title or interest therein.

12 RISK OF LOSS As between Lessor and Lessee, Lessee shall bear the entire risk of loss, theft, destruction or damage to the Equipment from any cause whatsoever or requisition of the Equipment by any governmental entity or the taking of title to the Equipment by eminent domain or otherwise (collectively, Loss). Lessee shall advise Lessor in writing within 10 days of any such Loss. Except as provided below, no such Loss shall relieve Lessee of the obligation to pay Lessor Rental Payments and all other amounts owed hereunder. In the event of any such Loss, Lessor, at its option, may (a) if the Loss has not materially impaired the Equipment (in Lessor's reasonable judgment), require Lessee, upon Lessor's demand, to place the Equipment in good condition and repair reasonably satisfactory to Lessor; or (b) if the Loss has materially impaired the Equipment (in Lessor's reasonable judgment), require Lessee, upon Lessor's demand, to pay Lessor its anticipated return (Lessor's Return), which shall consist of the following amounts: (i) the Rental Payments (and other amounts) then due and owing under the applicable Schedule, plus (ii) the Stipulated Loss Value (computed as described in the applicable Schedule) of the Equipment, plus (iii) all other amounts that become due and owing under the applicable Schedule, but only to the extent such amounts are not included in the moneys paid to Lessor pursuant to clauses (i) and (ii) above. Upon Lessor's full receipt of such Lessor's Return (y) the applicable Schedule shall terminate, and except as provided in Section 24, Lessee shall be relieved of all obligations under the applicable Schedule, and (z) Lessor shall transfer all of its interest in the Equipment to Lessee "AS IS WHERE IS," and without any warranty, express or implied from Lessor, other than the absence of any liens or claims by, through, or under Lessor. Notwithstanding clause (b) hereof, Lessee may, at its option, continue Rental Payments under the applicable Schedule, without interruption, and replace the damaged Equipment with Equipment of identical model, manufacturer, and condition (Replacement Equipment) (in which case Lessee shall cause the Replacement Equipment to be delivered to a location acceptable to Lessor and

shall convey title (lien free) to the Lessor whereupon the Replacement Equipment shall be subject to all of the terms and conditions of this Agreement and the applicable Schedule)

13 NON-CANCELABLE NET LEASE ALL LEASES HEREUNDER SHALL BE NON-CANCELABLE NET LEASES, AND LESSEE AGREES THAT IT HAS AN UNCONDITIONAL OBLIGATION TO PAY ALL RENTAL PAYMENTS AND OTHER AMOUNTS WHEN DUE. LESSEE IS NOT ENTITLED TO ABATE OR REDUCE RENTAL PAYMENTS OR ANY OTHER AMOUNTS DUE, OR TO SET OFF ANY CHARGES AGAINST THOSE AMOUNTS. LESSEE IS NOT ENTITLED TO RECOUPMENTS, CROSS-CLAIMS, COUNTERCLAIMS OR ANY OTHER DEFENSES TO ANY RENTAL PAYMENTS OR OTHER AMOUNTS DUE HEREUNDER, WHETHER THOSE DEFENSES ARISE OUT OF CLAIMS BY LESSEE AGAINST LESSOR, SELLER, THIS AGREEMENT, ANY SCHEDULE OR OTHERWISE. NEITHER DEFECTS IN EQUIPMENT, DAMAGE TO IT, NOR ITS LOSS, DESTRUCTION OR LATE DELIVERY SHALL TERMINATE THIS AGREEMENT OR ANY SCHEDULE, OR AFFECT LESSEE'S OBLIGATIONS HEREUNDER. UNLESS LESSEE'S OBLIGATION TO PAY RENTAL PAYMENTS AND OTHER AMOUNTS HAS BEEN TERMINATED PURSUANT TO THE EXPRESS TERMS OF THIS AGREEMENT, ALL RENTAL PAYMENTS AND OTHER AMOUNTS SHALL CONTINUE TO BE DUE AND PAYABLE HEREUNDER.

14 LESSOR DISCLAIMERS, LIMITATION OF REMEDIES IT IS SPECIFICALLY UNDERSTOOD AND AGREED THAT (A) LESSOR SHALL NOT BE DEEMED TO HAVE MADE ANY REPRESENTATION, WARRANTY OR PROMISE MADE BY SELLER, NEITHER SELLER NOR LESSOR SHALL ACT AS, OR BE DEEMED TO BE, AN AGENT OF THE OTHER, AND LESSOR SHALL NOT BE BOUND BY, OR LIABLE FOR, ANY REPRESENTATION OR PROMISE MADE BY SELLER (EVEN IF LESSOR IS AFFILIATED WITH SELLER), (B) LESSOR SHALL NOT BE LIABLE FOR ANY FAILURE OF ANY EQUIPMENT OR ANY DELAY IN ITS DELIVERY OR INSTALLATION, (C) LESSOR SHALL NOT BE LIABLE FOR ANY BREACH OF ANY WARRANTY THAT SELLER MAY HAVE MADE, (D) LESSEE HAS SELECTED ALL EQUIPMENT WITHOUT LESSOR'S ASSISTANCE, (E) LESSOR IS NOT A MANUFACTURER OF ANY EQUIPMENT, AND (F) LESSOR HAS NOT MADE AND DOES NOT NOW MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE DESIGN, COMPLIANCE WITH SPECIFICATIONS, OPERATION, OR CONDITION OF ANY EQUIPMENT (OR ANY PART THEREOF), THE MERCHANTABILITY OR FITNESS OF EQUIPMENT FOR A PARTICULAR PURPOSE, OR ISSUES REGARDING PATENT INFRINGEMENT, TITLE AND THE LIKE. IT IS FURTHER AGREED THAT LESSOR SHALL HAVE NO LIABILITY TO LESSEE, LESSEE'S CUSTOMERS, OR ANY THIRD PARTIES FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR ANY SCHEDULE OR CONCERNING ANY EQUIPMENT, OR FOR ANY DAMAGES BASED ON STRICT OR ABSOLUTE TORT LIABILITY, PROVIDED, HOWEVER, THAT NOTHING IN THIS AGREEMENT SHALL DEPRIVE LESSEE OF ANY RIGHTS IT MAY HAVE AGAINST ANY PERSON OTHER THAN LESSOR. LESSEE SHALL LOOK SOLELY TO SELLER FOR ANY AND ALL CLAIMS AND WARRANTIES RELATING TO THE EQUIPMENT. Lessor hereby assigns to Lessee for the term of the applicable Schedule the right to enforce, provided no Event of Default then exists under this Agreement and such enforcement is pursued in Lessee's name, any representations, warranties and agreements made by Seller pursuant to the purchase documents, and Lessee may retain any recovery resulting from any such enforcement efforts. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UCC AND ANY RIGHTS NOW OR HEREINAFTER CONFERRED BY STATUTE OR OTHERWISE THAT MAY LIMIT OR MODIFY LESSOR'S RIGHTS AS DESCRIBED IN THIS SECTION OR OTHER SECTIONS OF THIS AGREEMENT.

15 LESSEE WARRANTIES Lessee represents, warrants and covenants to Lessor that (a) unless it is an individual, Lessee is duly organized, validly existing and in good standing under applicable law, (b) Lessee has the power and authority to enter into this Agreement, all Schedules and all other related instruments or documents hereunder (collectively, Fundamental Agreements), (c) such Fundamental Agreements are enforceable against Lessee in accordance with their terms and do not violate or create a default under any instrument or agreement binding on Lessee, (d) there are no pending or threatened actions or proceedings before any court or administrative agency that would have a material adverse effect on Lessee or any Fundamental Agreement, unless such actions are disclosed to Lessor and consented to in writing by Lessor, (e) Lessee shall comply in all material respects with all Federal, state and municipal laws and regulations the violation of which could have a material adverse effect upon the Equipment or Lessee's performance of its obligations under any Fundamental Agreement, (f) Lessee shall obtain all governmental approvals necessary for it to enter into and perform each Fundamental Agreement, (g) each Fundamental Agreement shall be effective against all creditors of Lessee under applicable law, including fraudulent conveyance and bulk transfer laws, and shall raise no presumption of fraud, (h) financial statements and other related information furnished by Lessee shall be prepared in accordance with generally accepted accounting principles and shall present Lessee's financial position as of the dates given on such statements, (i) Lessee shall furnish Lessor with its certified financial statements, opinions of counsel, resolutions, and such other information and documents as Lessor may reasonably request, (j) ALL EQUIPMENT IS LEASED FOR BUSINESS PURPOSES ONLY, AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES, and (k) all Equipment is tangible personal property and shall not become a fixture or real property under Lessee's use thereof. Lessee shall be deemed to have reaffirmed the foregoing warranties each time it executes any Fundamental Agreement.

16 GENERAL INDEMNITY Lessee shall indemnify, hold harmless, and, if so requested by Lessor, defend Lessor against all claims (Claims) directly or indirectly arising out of or connected with the Equipment or any Fundamental Agreement. Claims refers to all losses, liabilities, damages, penalties, expenses (including legal fees and costs), claims, actions, and suits, whether based on a theory of strict liability of Lessor or otherwise, and includes but is not limited to, matters regarding (a) the selection, manufacture, purchase, acceptance, rejection, ownership, delivery, lease, possession, maintenance, use, condition, return or operation of the Equipment, (b) any latent defects or other defects in any Equipment, whether or not discoverable by Lessor or by Lessee (c) any patent, trademark, or copyright infringement, and (d) the condition of any Equipment arising or existing during Lessee's use.

17 SURRENDER, EXTENSION OF TERM Unless Lessee purchases the Equipment or renews the Term pursuant to the applicable Schedule, or acquires the Equipment pursuant to Section 12 hereof, Lessee shall, at its expense, reinstall, inspect and properly pack

the Equipment, and return the Equipment at the expiration of the Term, free of all liens and rights of others, by delivering it on board such common carrier as Lessor may specify with freight prepaid to any destination within the United States of America specified by Lessor. The Equipment shall be accompanied by an original copy of the relocation inventory or other applicable form completed by the agent performing the deinstallation. If Lessor so requests, Lessor and its agents shall have the right to enter upon any premises where Equipment may be located to perform any of Lessee's tasks noted above in this Section 17, and Lessee shall reimburse Lessor for all costs and expenses Lessor incurs in fulfilling such tasks. Lessee agrees that the Equipment, when returned to Lessor, shall be in the same condition as when delivered to Lessee, reasonable wear and tear excepted, and certified as being eligible for the manufacturer's generally available maintenance contract at then prevailing rates, without Lessor incurring any expense to repair, rehabilitate or certify such Equipment (Lessee shall be liable for all costs and expenses Lessor incurs to place the Equipment in such condition). If requested by Lessor, Lessee, at its expense, shall store the Equipment on its premises for a reasonable period, not to exceed ten (10) business days during which period the Equipment shall be subject to all of the terms and conditions hereof, except for the obligation to make Rental Payments. In all instances where Lessee is returning Equipment to Lessor, Lessee shall provide Lessor with ninety days (90) written notice thereof, and shall return the Equipment to Lessor within one week of deinstallation. If Lessee fails to provide the aforementioned notice or return the Equipment to Lessor in the time and manner provided above, the Term shall be extended for successive ninety (90) day periods until Lessee returns the Equipment in accordance with Section 17, or Lessor terminates this Agreement or any Schedule by ten (10) days written notice to Lessee. If any Schedule is extended pursuant to the preceding sentence, Lessee shall continue to pay the higher of either the periodic Rental Payments in effect prior to the expiration of the then existing term of the applicable Schedule (whether it be the Initial Term or any Renewal Term (Applicable Term)) or the Fair Rental Value (as defined below), whichever is greater, or such other periodic rental payment amount as is specified for such extension period in the Schedule, and all other provisions of this Agreement shall continue to apply. Fair Rental Value for the Equipment shall be determined by agreement of Lessor and Lessee, or, at Lessee's sole expense, by an independent appraiser selected by Lessor. Fair Rental Value means the periodic amount which would be payable for the Equipment in an arm's length transaction between an informed and willing Lessee and an informed and willing Lessor, neither under the compulsion to lease

18 EVENTS OF DEFAULT Any of the following shall constitute an Event of Default under this Agreement and all Schedules: (a) Lessee fails to pay any Rental Payment or any other amount payable to Lessor hereunder within 10 days after its due date, or (b) Lessee fails to perform or observe any other representation, warranty, covenant, condition or agreement to be performed or observed by Lessee hereunder or in any other agreement with Lessor, or in any agreement with any other person that in Lessor's sole opinion is a material agreement, and Lessee fails to cure any such breach within 10 days after notice thereof, or (c) any representation or warranty made by Lessee hereunder, or in any other instrument provided to Lessor by Lessee, proves to be incorrect in any material respect when made, or (d) Lessee makes an assignment for the benefit of creditors, whether voluntary or involuntary, or (e) a proceeding under any bankruptcy, reorganization, arrangement of debts, insolvency or receivership law is filed by or against Lessee or Lessee takes any action to authorize any of the foregoing matters, or (f) Lessee becomes insolvent or fails generally to pay its debts as they become due, the Equipment is levied against, seized or attached, or Lessee seeks to effectuate bulk sale of Lessee's inventory or assets, or (g) Lessee voluntarily or involuntarily dissolves or is dissolved, or terminates or is terminated, or (h) any guarantor under this Agreement is the subject of an event listed in clauses (b) through (g) above, or (i) any letter of credit required pursuant to any Schedule is breached, canceled, terminated or not renewed during the Term of any such Schedule.

19 REMEDIES If an Event of Default occurs, Lessor may, in its sole discretion, exercise one or more of the following remedies: (a) terminate this Agreement or any or all Schedules, or (b) take possession of, or render unusable, any Equipment wherever the Equipment may be located, without demand or notice, without any court order or other process of law and without liability to Lessee for any damages occasioned by such action, and no such action shall constitute a termination of any Schedule, or (c) require Lessee to deliver the Equipment at a location designated by Lessor or (d) declare the Lessor's Return (as defined in Section 12 hereof and calculated by Lessor as of the date of the Event of Default) for each applicable Schedule due and payable as liquidated damages for loss of a bargain and not as a penalty and in lieu of any further Rental Payments under the applicable Schedule, or (e) proceed by court action to enforce performance by Lessee of any Schedule and/or to recover all damages and expenses incurred by Lessor by reason of any Event of Default, or (f) terminate any other agreement that Lessor may have with Lessee, or (g) exercise any other right or remedy available to Lessor at law or in equity. Also, Lessee shall pay Lessor all costs and expenses (including legal fees and costs and fees of collection agencies) incurred by Lessor in enforcing any of the terms, conditions or provisions of this Agreement. Upon repossession or surrender of any Equipment, Lessor shall lease, sell or otherwise dispose of the Equipment in a commercially reasonable manner, with or without notice and at public or private sale, and apply the net proceeds thereof (after deducting all expenses (including legal fees and costs) incurred in connection therewith) to the amounts owed to Lessor hereunder; provided, however, that Lessee shall remain liable to Lessor for any deficiency that remains after any sale or lease of such Equipment. Lessee agrees that with respect to any notice of a sale required by law to be given, 10 days' notice shall constitute reasonable notice. These remedies are cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.

20 LESSOR'S PERFORMANCE OF LESSEE'S OBLIGATIONS If Lessee fails to perform any of its obligations hereunder, Lessor may perform any act or make any payment that Lessor deems reasonably necessary for the maintenance and preservation of the Equipment and Lessor's interests therein, provided, however, that the performance of any act or payment by Lessor shall not be deemed a waiver of, or release Lessee from, the obligation at issue. All sums so paid by Lessor, together with expenses (including legal fees and costs) incurred by Lessor in connection therewith, shall be paid to Lessor by Lessee immediately upon demand.

21 FINANCING OF ADDITIONS If, under any Schedule, Lessee intends to make any addition to the Equipment, Lessee shall, in writing, request Lessor to finance the costs of such addition. Lessee shall provide Lessor with the terms under which it hopes to obtain the financing, and upon receiving such a request Lessor shall determine, in its sole discretion, whether to provide such financing. If Lessor does not within 20 days after receiving Lessee's request, offer to finance the addition upon the terms requested by Lessee, Lessee may obtain offers from third parties for financing the addition, and Lessee shall notify Lessor of the details of any third party financing offer Lessee would like to accept.

(Third Party Offer) If Lessor has not made a financing offer to Lessee on terms substantially similar to the Third Party Offer within 20 days of receiving Lessee's notice, Lessee may accept the Third Party Offer unless (a) the aggregate cost to Lessee of obtaining financing from the Third Party Offer is greater than the aggregate cost under Lessor's financing offer; or (b) the Third Party Offer would create a security interest in, or a lien on, the Equipment, or (c) the addition is not permitted under Section 10(d) hereof

22 ASSIGNMENT BY LESSOR. Lessor shall have the unqualified right to assign, pledge, transfer, mortgage or otherwise convey any of its interests hereunder or in any Schedule or any Equipment, in whole or in part, without notice to, or consent of, Lessee. If any Schedule is assigned, Lessee shall (a) unless otherwise specified by the Lessor and the assignee (Assignee) specified by Lessor, pay all amounts due under the applicable Schedule to such Assignee, notwithstanding any defense, setoff or counterclaim whatsoever that Lessee may have against Lessor or Assignee, (b) not permit the applicable Schedule to be amended or the terms thereof waived without the prior written consent of the Assignee, (c) not require the Assignee to perform any obligations of Lessor, other than those that are expressly assumed in writing by such Assignee, and (d) execute such acknowledgments thereto as may be requested by Lessor. It is further agreed that (x) each Assignee shall be entitled to all of Lessor's rights, powers and privileges under the applicable Schedule, to the extent assigned, (y) any Assignee may reassign its rights and interest under the applicable Schedule with the same force and effect as the assignment described herein, and (z) any payments received by the Assignee from Lessee with respect to the assigned portion of the Schedule shall, to the extent thereof, discharge the obligations of Lessee to Lessor with respect to the assigned portion of the Schedule. **LESSEE ACKNOWLEDGES THAT ANY ASSIGNMENT OR TRANSFER BY LESSOR OR ANY ASSIGNEE SHALL NOT MATERIALLY CHANGE LESSEE'S OBLIGATIONS UNDER THE ASSIGNED SCHEDULE**

23 ASSIGNMENT OR SUBLEASE BY LESSEE WITHOUT LESSOR'S PRIOR WRITTEN CONSENT, LESSEE SHALL NOT ASSIGN THIS AGREEMENT OR ANY SCHEDULE OR ASSIGN ITS RIGHTS IN OR SUBLET THE EQUIPMENT OR ANY INTEREST THEREIN, provided, however, that Lessee may sublease or assign a Schedule to an affiliate or a wholly-owned subsidiary of Lessee if (a) Lessee and such sublessee or assignee execute and deliver to Lessor a writing (to be provided by Lessor) whereby the sublessee or assignee agrees to assume joint and several liability with Lessee for the full and prompt payment, observance and performance when due of all of the obligations of the Lessee under such Schedule, and (b) Lessor consents to such sublease or assignment, which consent shall not be unreasonably withheld. In no event, however, shall any such sublease or assignment discharge or diminish any of Lessee's obligations to Lessor under such Schedule.

24 SURVIVAL, QUIET ENJOYMENT All representations, warranties and covenants made by Lessee hereunder shall survive the termination of this Agreement and shall remain in full force and effect. All of Lessor's rights, privileges, and indemnities, to the extent they are fairly attributable to events or conditions occurring or existing on or prior to the termination of this Agreement, shall survive such termination and be enforceable by Lessor and any successors and assigns. So long as no Event of Default exists, and no event has occurred and is continuing at with notice or the lapse of time or both would constitute an Event of Default, neither Lessor nor any Assignee will interfere with Lessee's quiet enjoyment of the Equipment.

25 FILING FEES, FURTHER ASSURANCES, NOTICES Lessee will promptly reimburse Lessor for any filing or recordation fees or expenses (including lien search fees, legal fees and costs) incurred by Lessor in perfecting or protecting its interests in the Equipment and under this Agreement. Lessee shall promptly execute and deliver to Lessor such documents and take such further action as Lessor may from time to time reasonably request in order to carry out the intent and purpose of this Agreement and to protect the rights and remedies of Lessor created or intended to be created hereunder. All notices under this Agreement shall be sent to the respective party at its address set forth on the front page of this Agreement or on the applicable Schedule or at such other address as the parties may provide to each other in writing from time to time. Any such notice mailed to said address shall be effective when deposited in the United States mail, duly addressed and with first class postage prepaid.

26 WAIVER OF JURY TRIAL, SUCCESSORS LESSEE AND LESSOR EACH IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM OR ANY OTHER LITIGATION OR PROCEEDING UPON, ARISING OUT OF, OR RELATED TO, THIS AGREEMENT, ANY OTHER FUNDAMENTAL AGREEMENT, OR THE DEALINGS OR RELATIONSHIP BETWEEN OR AMONG LESSOR, LESSEE, SELLER OR ANY OTHER PERSON. This Agreement and all Schedules inure to the benefit of and are binding upon the permitted successors or assigns of Lessor and Lessee.

27 NO WAIVER, LESSOR APPROVAL. Any failure of Lessor to require strict performance by Lessee, or any written waiver by Lessor of any provision hereof, shall not constitute consent or waiver of any other breach of the same or any other provision hereof. Neither this Agreement nor any other Fundamental Agreement shall be binding upon Lessor unless and until executed by Lessor.

28 CAPTIONS, COUNTERPARTS, LESSOR'S AFFILIATES The captions contained in this Agreement are for convenience only and shall not affect the interpretation of this Agreement. Only one counterpart of the Schedule shall be marked "Original" (Original), and all other counterparts thereof shall be marked as and shall be, duplicates. To the extent that any Schedule constitutes chattel paper (as such term is defined in the Uniform Commercial Code in effect in any applicable jurisdiction) no security interest in such Schedule may be created through the transfer or possession of any counterpart other than the Original. Lessee understands and agrees that The CIT Group, Inc. or any affiliate or subsidiary thereof, may, as lessor, execute Schedules under this Agreement in which event the terms and conditions of the applicable Schedule under this Agreement as it relates to the lessor under such Schedule shall be binding upon and shall inure to the benefit of such entity executing such Schedule as lessor, as well as any successors or assigns of such entity.

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29 CHOICE OF LAW, INTEGRATION, ENTIRE AGREEMENT EACH LEASE UNDER THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS (AS OPPOSED TO CONFLICTS OF LAW PROVISIONS) OF THE STATE OF NEW JERSEY If any provision of this Agreement or such Schedule shall be prohibited by or invalid under that law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement or such Schedule Lessor and Lessee consent to the jurisdiction of any local, state or Federal court located within the State, and waive any objection relating to improper venue or forum non conveniens to the conduct of any proceeding in any such court. This Agreement and all other Fundamental Agreements executed by both Lessor and Lessee constitute the entire agreement between Lessor and Lessee relating to the leasing of the Equipment, and supersede all prior agreements relating thereto, whether written or oral, and may not be amended or modified except in a writing signed by the parties hereto

OXFORD AUTOMOTIVE, INC
(Lessee)

By Raymond F. Lowry
(Lessee Authorized Signature)

Raymond F Lowry
(Type/Print Name)

VP & Treasurer
(Title)

5/16/03
(Date)

CIT TECHNOLOGIES CORPORATION,
d/b/a CIT SYSTEMS LEASING (Lessor)

By Mary E. Rasmussen
(Lessor Authorized Signature)

MARY E. RASMUSSEN
(Type/Print Name)
MANAGER, CONTRACTS & FUNDING

(Title)

6/6/03
(Date)

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MELA IV-LL
(01/03)

MASTER EQUIPMENT LEASE AGREEMENT LEASELINE RIDER
Dated April 23, 2003

to the Master Equipment Lease Agreement
Dated April 23, 2003

LESSEE	OXFORD AUTOMOTIVE, INC	LESSOR	CIT TECHNOLOGIES CORPORATION, d/b/a CIT SYSTEMS LEASING
Street Address	1250 Stephenson Highway	Address	2285 Franklin Road Bloomfield Hills, MI 48302
City/State/Zip	Troy, MI 48083	Lease Number	

1 LEASELINE SCHEDULES. This Master Equipment Lease Agreement Leaseline Rider (Leaseline Rider) is incorporated into and made a part of the Master Equipment Lease Agreement referenced above (Agreement) and applies to Schedules expressly referencing this Leaseline Rider or otherwise denominated as "leaseline" Schedules or including "LL" as part of the Schedule number (Leaseline Schedules). Terms used in this Leaseline Rider without definition have the meanings set forth in the Agreement. The purpose of this Leaseline Rider is to specify the terms and conditions upon which, in addition to the terms and conditions of the Agreement and the Leaseline Schedules, Lessor may provide Lessee with a lease line of credit for the streamlined acquisition and leasing of a variety of items of Equipment the particulars of which are unknown and/or unspecified at the time the Leaseline Schedule is entered into. In the event of a conflict between the provisions of this Leaseline Rider and the Agreement as it pertains to a Leaseline Schedule, the provisions of this Leaseline Rider shall govern. In the event of a conflict between the provisions of this Leaseline Rider and a Leaseline Schedule, the provisions of the Leaseline Schedule shall govern.

2 DEFINITIONS. The "Tier 1 Manufacturers" are IBM, Compaq, Hewlett-Packard, Dell, and Toshiba. The "Approved Manufacturers" are the Tier 1 Manufacturers and the manufacturers of such products as Lessor may, in its sole discretion, approve in writing as qualifying for the Hardware Lease Rate Factor specified in the Leaseline Schedule. "Current (n) Technology Products" are the latest technological offerings of the Tier 1 manufacturers and the Approved Manufacturers. "System Components" are processors (including all internal features such as memory, modems, disk drives, and sound and video cards), display terminals, printers and other external hardware required for the operation of a system. "Accessories" are any other parts, accessories, consumables, and hardware which are not System Components, including, but not limited to, spare batteries, carrying cases, internal features added as upgrades to a processor without specific identification of the processor involved, ink cartridges, blank tapes for back-up, etc. "Services" are other items such as delivery, installation, maintenance, consulting, and other non-hardware, non-software items the cost of which Lessor may in its sole discretion determine to finance.

3 EQUIPMENT. The Equipment to be leased under a Leaseline Schedule is the equipment qualifying for the Hardware Lease Rate Factor as specified therein (Qualifying Equipment) together with any other equipment which Lessor may in its sole discretion determine to lease as qualifying for the Software Lease Rate Factor (Nonqualifying Equipment). In addition, Lessor may in its sole discretion determine to finance the costs of Software, Accessories, or Services, and the Software Lease Rate Factor shall apply thereto (Soft Costs) in which case the terms of the Fundamental Agreements shall apply thereto as if the Soft Costs were Equipment (except that Lessor's obligations relating to its ownership of Equipment shall not apply to Soft Costs). Any agreement Lessee may have with any third party relating to Software or Services shall be separate and distinct from the Agreement, this Leaseline Rider, and the Leaseline Schedule, and Lessor shall not have any rights or obligations thereunder. Nonqualifying Equipment and Soft Costs shall only be deemed to be leased under a Leaseline Schedule upon Lessor's written agreement to lease, or by Lessor paying Seller for the cost thereof. If Lessee pays any Rental Payments attributable to an item of Nonqualifying Equipment or Soft Costs which Lessor does not determine to lease pursuant to a Leaseline Schedule, Lessor shall on demand refund such amounts to Lessee.

4 ACQUISITION PERIOD. Lessee shall be solely responsible for ordering all Equipment to be purchased and leased under a Leaseline Schedule. Lessee may from time to time during the Acquisition Period specified in the Leaseline Schedule submit invoices to Lessor and Lessor will purchase Equipment from Seller and lease to Lessee the items shown on the invoice pursuant to this Schedule provided that (a) the invoice adequately describes items which have been delivered to and accepted by Lessee during the Acquisition Period (including serial numbers where applicable), (b) the items are Qualifying Equipment or the items are Nonqualifying Equipment, Software, Services, or Accessories Lessor has determined in its sole discretion to lease and to which the Software Lease Rate Factor shall apply, (c) either the invoice is issued in the name of Lessor, or the invoice is issued in the name of Lessee and Sections 2 and 4 of the Agreement have been complied with in connection therewith, (d) Lessor receives a copy of the invoice and the originally executed Commencement Certificate for the items described thereon and such other documents or assurances as Lessor may reasonably request on or before the Latest Commencement Date, and (e) no Event of Default exists and no event has occurred and is continuing that with notice or the lapse of time or both would constitute an Event of Default.

5 ADJUSTMENTS. The Lease Rate Factors set forth in a Leaseline Schedule are fixed in the anticipation that (a) all Commencement Dates will occur within the Acquisition Period, (b) all Commencement Certificates will be received by Lessor within 15 days after

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the end of the Acquisition Period (Outside Date), and (c) that the Soft Costs do not exceed 20% of the total Stipulated Loss Value Amount (Total Cost). If any Commencement Dates occur outside of the Acquisition Period or if any Commencement Certificates are received after the Outside Date, Lessor may, in its sole discretion, either determine not to lease the items or to adjust the Lease Rate Factors in order to maintain an assumed economic yield which Lessor would have required for similarly timed transactions. If Soft Costs at any time exceed 20% of Total Cost, notwithstanding that Lessor may have paid any of such Soft Costs, Lessor may determine in its absolute discretion not to finance such Soft Costs in which case Lessee shall, upon demand, pay Lessor such amount as may be required so that Soft Costs as a percentage of Total Costs is reduced to 20%.

6 LEASELINE MAXIMUM Lessor shall not be obligated to lease any items pursuant to a Leaseline Schedule if after taking account of all items previously leased or committed to be leased by Lessor thereunder the aggregate cost to Lessor would exceed the Leaseline Maximum specified therein. Items in excess of the Leaseline Maximum shall only be deemed leased under a Leaseline Schedule upon Lessor's written agreement therefor and the inclusion of the cost of such items in the Stipulated Loss Value. If Lessee pays any Rental Payments attributable to an item in excess of the Leaseline Maximum which Lessor does not in its absolute discretion determine to lease pursuant to a Leaseline Schedule, Lessor shall on demand refund to Lessee such amounts. If the total cost of the Equipment leased under a Leaseline Schedule is less than one-half of the Leaseline Maximum, then Lessor may in its sole discretion extend the Acquisition Period (and correspondingly the First Rental Payment Due Date and Latest Commencement Date) for a period of up to the length of the original Acquisition Period or, if longer, three months. In the event of such an extension, all other terms and conditions of the Leaseline Schedule shall remain the same (except as provided in Section 5 above).

7 COMMENCEMENT CERTIFICATES For purposes of a Leaseline Schedule, Lessor will accept Commencement Certificates in the form of Seller invoices which have been signed and dated with the Commencement Date by the Lessee and which adequately describe the Equipment (including serial numbers where applicable). If Lessee does not specify the Commencement Date next to its signature, the Commencement Date shall be deemed to be the date of the invoice. By executing and delivering a Seller invoice to Lessor, Lessee represents and warrants that it has selected the Equipment and the Seller specified thereon and has irrevocably accepted the Equipment described thereon under lease. If there is more than one Leaseline Schedule between Lessee and Lessor to which a signed invoice may serve as a Commencement Certificate, the Commencement Certificate shall be deemed delivered with respect to, and the Equipment thereon shall be leased under, the Leaseline Schedule determined by Lessor. Lessor will have no obligation to pay Seller the purchase price for the Equipment before 30 days from the Commencement Date or 15 days from the date the conditions specified in Section 4 above are satisfied or the date the conditions set forth in Section 4 of the Agreement are satisfied, whichever is latest. Lessee shall be solely responsible to Seller for any late fees assessed by Seller.

8 LEASELINE SUMMARY Promptly following the expiration of the Acquisition Period, Lessee and Lessor agree to enter into a Leaseline Summary summarizing the Equipment, the costs and Commencement Dates thereof and the Rental Payment. If within 10 business days after Lessor has sent a Leaseline Summary to Lessee for execution, Lessee fails to (1) execute and return the Leaseline Summary to Lessor, or (2) fails to notify Lessor of any objection to the Leaseline Summary, Lessor may execute the Leaseline Summary as Lessee's agent and attorney-in-fact, and Lessee shall thereupon be bound to any and all of the terms and conditions thereof as if it had signed the Leaseline Summary itself. Upon execution of the Leaseline Summary, the Leaseline Summary shall be deemed to amend the Leaseline Schedule and any inconsistencies between the Leaseline Summary and the Commencement Certificates shall be resolved in favor of the Leaseline Summary. The failure of the Leaseline Summary to be executed shall not affect the obligations of Lessee pursuant to the Leaseline Schedule, the Commencement Certificates, the Agreement, and any other Fundamental Agreements.

9 REPLACEMENT EQUIPMENT Lessee acknowledges that it shall have no right to substitute the Equipment leased under a Leaseline Schedule (Original Equipment) during or at the end of the Term except that Lessee may substitute Original Equipment with Replacement Equipment (i.e., equipment of identical model, manufacturer, and condition as the Original Equipment) as a result of a Loss as provided in Section 12 of the Agreement and this section or as a result of a maintenance/warranty swap-out by the Equipment maintenance provider (Swap-Out) in accordance with this section. If Replacement Equipment is to be substituted for Equipment as a result of a Loss or a Swap-Out, such substitution shall only be effective if the Replacement Equipment has been delivered to the Equipment Location, title to the Replacement Equipment has to the satisfaction of Lessor been conveyed (lien free) to Lessor, and Lessee has notified Lessor of the substitution (including the serial numbers of the Replacement Equipment) within 30 days of delivery to the Equipment Location. Upon satisfaction of all of the foregoing conditions, the Replacement Equipment shall become Equipment (and thereafter deemed Original Equipment) subject to all of the terms and conditions of this Agreement and Lessee shall be entitled to Lessor's interest in the Original Equipment as-is, where-is, and without warranty other than the absence of liens by, through, or under Lessor, unless all of the foregoing conditions are satisfied, Equipment which is the subject of a Loss or Swap-Out shall be deemed to have been lost and Lessee shall pay the Lessor's Return to Lessor in accordance with the terms of Section 12 of the Agreement.

10 RETURN OF EQUIPMENT Unless Lessee purchases the Equipment or renews the Term pursuant to the applicable Leaseline Schedule, to the extent of any purchase or renewal provisions thereof, or acquires the Equipment pursuant to Section 12 of the Agreement, Lessee shall, at its expense, deinstall, inspect and properly pack the Equipment, and return the Equipment at the expiration of the Term, free of all liens and rights of others, by delivering it on board such common carrier as Lessor may specify with freight prepaid to any destination within the United States of America specified by Lessor. The Equipment shall be accompanied by an original copy of the relocation inventory or other applicable form completed by the agent performing the deinstallation. Lessee shall pay Lessor a return service fee of \$125 for each System component required to be returned to Lessor. Lessee agrees that the Equipment, when returned to Lessor, shall be in the same condition as when delivered to Lessee, reasonable wear and tear excepted, without Lessor incurring any expense to repair, rehabilitate or certify such

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Equipment (Lessee shall be liable for all costs and expenses Lessor would incur to place the Equipment in such condition whether or not Lessor actually does place the Equipment in such condition)

11 **FINANCING OF REPLACEMENTS** If Lessee intends to finance any replacement of Equipment at the end of the Term of a aseline Schedule, Lessee shall, in writing, provide Lessor with the terms under which it hopes to obtain the financing If Lessor does not, within 10 days after receiving Lessee's request, offer to finance the replacement upon the terms requested by Lessee, Lessee may obtain offers from third parties and shall notify Lessor of the details of any third party financing offer for the replacement equipment Lessee would like to accept (Replacement Offer) If Lessor has not made a financing offer to Lessee on terms substantially similar to the Third Party Offer within 5 days of receiving Lessee's notice, Lessee may accept the Third Party Offer unless the aggregate cost to Lessee of obtaining financing from the Replacement Offer is greater than the aggregate cost under Lessor's financing offer

OXFORD AUTOMOTIVE, INC
(Lessee)


By 
(Lessee Authorized Signature)

Raymond F Lowry
(Type/Print Name)

VP & Treasurer
(Title)

6/4/03
(Date)

CIT TECHNOLOGIES CORPORATION,
d/b/a CIT SYSTEMS LEASING (Lessor)

By 
(Lessor Authorized Signature)

MARY E RASMUSSEN
(Type/Print Name) **MANAGER, CONTRACTS & FUNDING**

(Title)

6/6/03
(Date)



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Sched 11/99

MASTER EQUIPMENT LEASE AGREEMENT SCHEDULE DATED DECEMBER 17, 2003

LESSEE	OXFORD AUTOMOTIVE, INC	LESSOR	CIT TECHNOLOGIES CORPORATION, d/b/a CIT SYSTEMS LEASING
Street Address	1250 Stephenson Highway	Address	2285 Franklin Road Bloomfield Hills, MI 48302
City/State/Zip	Troy, MI 48083	Lease Number	

SCHEDULE NO 001 WHICH INCORPORATES BY REFERENCE MASTER EQUIPMENT LEASE AGREEMENT

DATED APRIL 23 2003 BETWEEN LESSOR AND LESSEE

SELLER						
Qty	Mfr	Equipment Type	Model/ Feature	Description	Serial Number	Stipulated Loss Value Amount
						Rental Payment

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

Initial Term The Lease Term for each leased item commences on the Commencement Date and continues for 12 quarters (36 months) after the first Rental Payment Due Date

STIPULATED LOSS VALUE AMOUNT

\$165,078 00

\$14,116 00

Equipment Location Oxford Automotive
520 Republic Street
Alma MI 48801

Advance Rent N/A (Months N/A)

Lessee shall pay Lessor Advance Rent (if specified above) for the Equipment promptly after execution of this Schedule. Advance Rent shall be credited to Lessee's first Rental Payment hereunder and any excess Advance Rent shall be credited to Lessee's final Rental Payment(s).

Special Terms YES ☐ (See Special Terms attached) NO ☒

Rental Payment \$14 116 00

Lessee selects a fair market value purchase option and a fair rental value renewal option
YES ☒ NO ☐

The First Rental Payment shall consist of the sum of the following one (1) Rental Payment, Advance Rent (if any) an amount equal to 1/90th of the Rental Payment multiplied by the number of days from and including the Commencement Date to but excluding the First Rental Payment Due Date

THE TERMS AND CONDITIONS OF THE FOREGOING OPTION AND OTHER IMPORTANT PROVISIONS ARE SET FORTH IN THIS SCHEDULE

First Rental Payment Due Date The first day of the quarter immediately following the quarter in which the Commencement Date for the last leased item to be installed under this Equipment Schedule occurs (the Last Commencement Date). However if the Last Commencement Date falls on the first day of the quarter that date will be the First Rental Payment Date

Subsequent Rental Payment Due Date The 1st day of each quarter

Latest Commencement Date December 31 2003

THIS SCHEDULE SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE MASTER EQUIPMENT LEASE AGREEMENT REFERENCED ABOVE (AGREEMENT) BY AND BETWEEN LESSEE AS LESSEE AND LESSOR OR THE CIT GROUP INC OR ANY AFFILIATE OR SUBSIDIARY THEREOF AS LESSOR AND THE TERMS AND CONDITIONS SET FORTH HEREIN PURSUANT TO SUCH TERMS AND CONDITIONS (WHICH LESSEE ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS) LESSEE AGREES TO LEASE FROM LESSOR (AS SPECIFIED BELOW) AND LESSOR AGREES TO LEASE TO LESSEE THE ABOVE REFERENCED EQUIPMENT. IT IS FURTHER UNDERSTOOD AND AGREED THAT THE TERMS AND CONDITIONS OF THIS SCHEDULE MAY BE DIFFERENT FROM THE TERMS AND CONDITIONS OF PRIOR SCHEDULES TO THE EXTENT PERMITTED BY APPLICABLE LAW. LESSEE WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UCC AND ANY RIGHTS NOW OR HEREAFTER CONFERRED BY STATUTE OR OTHERWISE THAT MAY LIMIT OR MODIFY THE LESSOR'S RIGHTS AS DESCRIBED IN THE AGREEMENT. THIS SCHEDULE OR ANY OTHER FUNDAMENTAL AGREEMENT (AS DEFINED IN THE AGREEMENT)

THIS SCHEDULE, THE MASTER EQUIPMENT LEASE AGREEMENT REFERENCED ABOVE (AGREEMENT) AND ALL OTHER FUNDAMENTAL AGREEMENTS (AS DEFINED IN THE AGREEMENT) EXECUTED BY BOTH LESSOR AND LESSEE CONSTITUTE THE ENTIRE AGREEMENT BETWEEN LESSOR AND LESSEE RELATING TO THE LEASING OF THE ABOVE REFERENCED EQUIPMENT AND SUPERSEDE ALL PRIOR AGREEMENTS RELATING THERETO WHETHER WRITTEN OR ORAL AND MAY NOT BE AMENDED OR MODIFIED EXCEPT IN A WRITING SIGNED BY THE PARTIES HERETO

OXFORD AUTOMOTIVE, INC

(Lessee)

By

(Lessee Authorized Signature)

Robert R. Krakowiak

(Type/Print Name and Title)

Date

12/18/03

CIT TECHNOLOGIES CORPORATION,
d/b/a CIT SYSTEMS LEASING (Lessor)

By

MARIE RASMUSSEN

MANAGER CONTRACTS & FUNDING

(Type/Print Name and Title)

Date

12/19/03

(11L

The terms and conditions shall apply to the Fair Market Value Purchase Option and Fair Rental Value Renewal Option on the first page of this Schedule, provided, however, that if Lessee selects this option, the Tax Indemnity provision set forth in Section 3 below shall apply to this Schedule

Capitalized terms used in this Schedule that are not otherwise defined herein shall have the meanings ascribed to them in the Master Equipment Lease Agreement ('Agreement') identified on the first page of this Schedule. The terms and conditions of this Schedule shall prevail over any conflicting or inconsistent terms and conditions in the Agreement and/or any amendments thereto entered into prior to the execution of this Schedule

1 FAIR MARKET VALUE PURCHASE AND RENEWAL OPTIONS

(a) If this option has been selected, no Event of Default exists, no event has occurred and is continuing which with notice or the lapse of time, or both, would constitute an Event of Default, and Lessee delivers to Lessor an irrevocable written election notice at ninety (90) days prior to the expiration of the Applicable Term. Lessee shall have the following purchase and renewal options: (i) Lessee may purchase all (but not less than all) of the Equipment at the end of the Applicable Term at Fair Market Value (as defined below) or (ii) Lessee may renew this Schedule for a Renewal Term of not less than twelve (12) months to be agreed upon by Lessor and Lessee at Fair Rental Value (as defined below), provided, however, that the foregoing renewal option may not be exercised if Lessor reasonably determines that there has been a material adverse change in Lessee's business or financial condition since the Commencement Date, and provided further, that if Lessee decides not to purchase the Equipment or renew this Schedule at the end of the Applicable Term, it shall provide Lessor with irrevocable written notice thereof at least ninety (90) days prior to the expiration of the Applicable Term and return the Equipment to Lessor in accordance with Section 17 of the Agreement.

(b) If Lessee elects to purchase the Equipment, it shall pay Lessor the Fair Market Value amount prior to the expiration of the Applicable Term, and Lessee shall make all other payments required hereunder during the remaining Term of this Schedule. If Lessee elects to renew this Schedule, Lessee and Lessor shall enter into a supplement to this Schedule to confirm the applicable Fair Rental Value amount and the length of the applicable Renewal Term.

(c) Should Lessee fail to: (i) provide Lessor with the ninety (90) day notice required above, or (ii) pay Lessor the Fair Market Value amount as specified above, or (iii) return the Equipment to Lessor in accordance with Section 17 of the Agreement, the Applicable Term shall be extended for successive ninety (90) day periods until Lessee returns the Equipment to Lessor in accordance with Section 17 of the Agreement, or Lessor terminates this Schedule by ten (10) days' written notice to Lessee. In the event this Schedule is extended pursuant to the preceding sentence, Lessee shall continue to pay Lessor either the periodic Rental Payments in effect prior to the expiration of the Applicable Term, or the Fair Rental Value (as defined below), whichever is greater, and all other provisions of the Agreement and this Schedule (including Lessee's purchase and renewal options value) shall continue to apply.

(d) Fair Rental Value and Fair Market Value for the Equipment shall be determined by agreement of Lessor and Lessee, or, at Lessee's sole expense, by an independent appraiser selected by Lessor. Fair Rental Value means the periodic amount which would be payable for the Equipment in an arm's length transaction between an informed and willing Lessee and an informed and willing Lessor, neither under compulsion to lease. Fair Market Value means the total price that would be paid for the Equipment in an arm's length transaction between an informed and willing buyer (other than a used equipment dealer) under no compulsion to buy and an informed and willing seller under no compulsion to sell. In determining Fair Rental Value or Fair Market Value, the costs of removing the Equipment from the Equipment Location and moving it to a new location shall not be deducted from its value.

(e) If Lessee elects to purchase the Equipment, and has completely fulfilled the terms and conditions of the Agreement and this Section 1, then on the last day of the Applicable Term: (i) this Schedule shall terminate and, except as provided in Section 24 of the Agreement, Lessee shall be relieved of all obligations under this Schedule, and (ii) Lessee shall be entitled to Lessor's interest in the Equipment 'AS IS, WHERE IS,' and without any warranty, express or implied from Lessor, other than the absence of any liens by, through or under Lessor.

2 STIPULATED LOSS VALUE

For purposes of this Schedule, the Stipulated Loss Value of the Equipment shall be determined by multiplying the applicable Stipulated Loss Value Percentage (as specified in the SLV Table that is incorporated herein by reference by the listing thereon of the Lease Number and Schedule Number specified on the front of this Schedule) as of the due date of the last Rental Payment due immediately prior to the date of the Loss or the Event of Default, as applicable, by the Stipulated Loss Value Amount set forth on the first page of this Schedule.

3 TAX INDEMNITY

(a) If the Fair Market Value Purchase Option and Fair Rental Value Renewal Option has been selected, Lessor intends to take accelerated cost recovery deductions ('Recovery Deductions') under Sections 167(a) and 168(b)(1) of the Internal Revenue Code of 1986 as amended ('Code'), and accelerated depreciation deductions under applicable state law ('Depreciation Deductions'). Accordingly, Lessee makes the following representations, warranties and covenants: (i) at the time Lessee accepts the Equipment pursuant to Section 3 of the Agreement the Equipment will have been "placed in service" within the meaning of Sections 167 and 168 of the Code, (ii) the Stipulated Loss Value Amount set forth on the first page of this Schedule shall qualify for Recovery Deductions and Depreciation Deductions (with the exception of any items that are excluded by specific language on the first page of this Schedule and any increase in the Stipulated Loss Value Amount that is attributable to any accrued interest under a Financing Agreement), (iii) neither Lessee, any of its affiliates, nor any of its successors, sublessees or assigns was, is, or will become a tax-exempt entity described in Section 168(h)(2) of the Code at any time during the Term of this Schedule or the five (5) years preceding the Commencement Date, and (iv) at no time during the Term of this Schedule will Lessee (or any of its successors, sublessees or assigns) take any action or fail to take any action (whether or not such act or omission is otherwise required by the Agreement) that results in a loss, reduction, deferral, recapture or other unavailability to Lessor of any part of the Recovery Deductions or Depreciation Deductions. If because of a breach of this Section 3(a), Recovery Deductions or Depreciation Deductions are lost, reduced, deferred, recaptured or otherwise made unavailable to Lessor (a "Tax Loss") Lessee shall, upon demand by Lessor, promptly pay damages to Lessor. The amount of such damages shall be the amount necessary to provide Lessor with a Net Economic Return (as defined in Section 3(b) below) equal to the net Economic Return that Lessor would have realized if it had not suffered a Tax Loss. A loss or damage to the Equipment will constitute a breach of this Section 3(a) if it does not result in the payment of the Lessor's Return described in Section 12 of the Agreement.

(b) Any damages required by Section 3(a) above shall be in the amount necessary to provide Lessor a net after-tax yield, net after-tax cash flow and net after-tax book earnings ("Net Economic Return") equal to the net Economic Return Lessor would have realized with respect to the transaction contemplated by this Schedule if a Tax Loss had not occurred, assuming Lessee would fulfill all of its obligations hereunder, and shall be based upon the same assumptions and pricing analysis used by Lessor in determining the amount of the periodic Rental Payment then in effect. Without limiting the generality of the foregoing, it shall be irrefutably presumed that all income of Lessor for any year is subject to tax at the highest then applicable federal income tax rate generally applicable to corporations, and that Lessor has sufficient taxable income to offset all deductions arising hereunder.

(c) With respect to any damages or adjustments calculated by Lessor as set forth above ("Calculation Amount") at the request and expense of Lessee, Lessor shall submit the assumptions and calculations underlying any such Calculation Amount to Lessor's independent certified public accountants for verification of the maintenance of Lessor's Net Economic Return. Such accountants' determination that the Calculation Amount does or does not maintain Lessor's Net Economic Return (and, in the case of the latter, such accountants' determination of the adjusted amount that would so maintain such Net Economic Return), shall be binding upon Lessor and Lessee. Lessee agrees that any information provided to such accountants by Lessor constitutes private, proprietary and confidential property of Lessor, and that no person other than Lessor and such accountants shall be entitled to access thereto.

4 SECURITY INTEREST

If the Fair Market Value Purchase Option and Fair Rental Value Renewal Option has been selected, Lessor and Lessee intend the transaction described in this Schedule to be a true lease, and Lessee hereby authorized Lessor to file a financing statement to give public notice of Lessor's ownership of the Equipment. If such transaction is deemed by a court of competent jurisdiction to be a lease intended for security, Lessee grants Lessor and its assigns a purchase money security interest in the Equipment and in all attachments, accessories, additions, substitutions, products, replacements, rentals and proceeds (including insurance proceeds) therefrom as well as a security interest in any other Equipment financed pursuant to the Agreement or any other agreement between Lessor and Lessee (collectively, "Collateral"). Lessee shall execute and timely deliver to Lessor financing statements or any other documents Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral. Lessor or Lessor's agent may file as a financing statement any lease document (or copy thereof, where permitted by law) Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral. If Lessee fails to execute any such document, Lessor or Lessor's agent is hereby authorized to file any of the foregoing signed only by Lessor or Lessor's agent.

There shall be three (3) signed Counterparts of this Schedule. To the extent that this Schedule constitutes chattel paper (as that term is defined in the UCC), a security interest may only be created in, and perfected by possession of, one Counterpart marked "Original", all other Counterparts shall be duplicates.

ORIGINAL

5 SOFTWARE

Lessee and Lessor acknowledge that the Equipment on a Schedule may include certain software ("Software ") in which Lessor and Lessee have no ownership or other proprietary rights Where required by the Software owner or manufacturer, Lessee shall enter into a license or other agreement for the use of the Software Any Software agreement shall be separate and distinct from the Agreement and any Schedule, and Lessor shall not have any rights or obligations thereunder unless otherwise agreed In the event the Rent on a Schedule includes an amount attributable to the financing by Lessor of Lessee's fee for use of the Software Lessee agrees that such amounts shall be deemed Rent hereunder

6 FINANCING OF ADDITIONS

If Lessee intends to finance any addition or technical modification to the Equipment, Lessee shall, in writing, provide Lessor with the terms under which it hopes to obtain the financing If Lessor does not, within 20 days after receiving Lessee's request, offer to finance the addition upon the terms requested by Lessee, Lessee may obtain offers from third parties and shall notify Lessor of the details of any third party financing offer Lessee would like to accept (Third Party Offer) If Lessor has not made a financing offer to Lessee on terms substantially similar to the Third Party Offer within 10 days of receiving Lessee's notice, Lessee may accept the Third Party Offer unless (a) the aggregate cost to Lessee of obtaining financing from the Third Party Offer is greater than the aggregate cost under Lessor's financing offer, (b) the Third Party Offer would create a security interest in or a lien on, the Equipment, or (c) the addition is not otherwise permitted under this Agreement

7 MAINTENANCE CERTIFICATION

The Equipment must be deinstalled by the manufacturer, qualified for the manufacturer's maintenance agreement and be returned to Lessor within one week of deinstallation In the event of a delay in returning the Equipment to Lessor, Lessee shall provide Lessor with a manufacturer's maintenance certification valid for the entire certification period

8 FACSIMILE COPIES

Lessee hereby agrees and acknowledges that (a) in any hearing, trial or proceeding of any nature with respect to this Schedule, Lessor may produce a facsimile copy of this document rather than the original copy thereof and that such facsimile copy shall be deemed to be the original, and (b) it has received and reviewed all of the pages of this Schedule and that none of its provisions are missing or illegible



ORIGINAL

SLV
1/00

MASTER EQUIPMENT LEASE AGREEMENT STIPULATED LOSS VALUES

LESSEE	OXFORD AUTOMOTIVE, INC	LESSOR	CIT TECHNOLOGIES CORPORATION, d/b/a CIT SYSTEMS LEASING
Street Address	1250 Stephenson Highway	Address	2285 Franklin Road Bloomfield Hills, MI 48302
City/State/Zip	Troy MI 48083	Lease Number	Schedule Number 001

The Stipulated Loss Value of the Equipment on the above referenced Master Equipment Lease Agreement Schedule shall be determined by multiplying the applicable Stipulated Loss Value Percentage (stated below) as of the due date of the last Rental Payment due immediately prior to the date of the Loss or the Event of Default, as applicable, by the Stipulated Loss Value Amount

<u>Rental Period</u>	<u>Stipulated Loss Value Percentage</u>	<u>Rental Period</u>	<u>Stipulated Loss Value Percentage</u>
1	110 20	31	79 60
2	109 18	32	78 58
3	108 16	33	77 56
4	107 14	34	76 54
5	106 12	35	75 52
6	105 10	36	74 50
7	104 02	37	73 48
8	103 06	38	72 46
9	102 04	39	71 44
10	101 02	40	70 42
11	100 00	41	69 40
12	98 98	42	68 38
13	97 96	43	67 36
14	96 94	44	66 34
15	95 92	45	65 32
16	94 90	46	64 30
17	93 88	47	63 28
18	92 86	48	62 26
19	91 84	49	61 24
20	90 82	50	60 22
21	89 80	51	59 20
22	88 78	52	58 18
23	87 76	53	57 16
24	86 74	54	56 14
25	85 72	55	55 12
26	84 70	56	54 10
27	83 68	57	53 08
28	82 66	58	52 06
29	81 64	59	51 04
30	80 62	60	50 02



Lessee Initials



Lessor Initials

ORIGINAL

EXHIBIT A
TO EQUIPMENT SCHEDULE NO 001
OXFORD AUTOMOTIVE, INC

<u>QTY</u>	<u>DESCRIPTION</u>
	MODEL 810 FEATURE 2465
	3 GB MAIN MEMORY
	470GB USEABLE DISK CAPACITY
7	COMMUNICATION LINES (6V 24 AND 1V 35)
3	40-DEVICE TWINAX WORKSTATION CONTROLLERS
1	100/10 MBPS ETHERNET IOA
1	1GB ETHERNET IOA (COPPER)
1	MAGNETIC MEDIA CONTROLLER (3590-H11 ATTACHMENT)
1	TWO-LINE WAN WITH MODEM
1	DVD-ROM
	REFURBISHED IBM 3590-H11 TAPE SYSTEM
	WITH 10 CARTRIDGE AUTOLOADER
	3 YEAR IBM SOFTWARE SUPPORT AND MAINTENANCE
	COVERS SW UPGRADES/RELEASES AND SUPPORTLINE
	3 YEAR IBM HARDWARE SERVICESUITE
	IBM MAINTENANCE FOR 3590-H11 AND ISERIES 810



ORIGINAL

Com Cert
1/99**MASTER EQUIPMENT LEASE AGREEMENT
COMMENCEMENT CERTIFICATE**

LESSEE	OXFORD AUTOMOTIVE, INC	LESSOR	CIT TECHNOLOGIES CORPORATION, d/b/a CIT SYSTEMS LEASING
Street Address	1250 Stephenson Highway	Address	2285 Franklin Road Bloomfield Hills MI 48302
City/State/Zip	Troy, MI 48083	Lease Number	

SCHEDULE NO 001 WHICH INCORPORATES BY REFERENCE MASTER EQUIPMENT LEASE AGREEMENT

DATED APRIL 23, 2003 BETWEEN LESSOR AND LESSEE

Capitalized terms used herein which are not otherwise defined herein shall have the meanings ascribed to them in the Master Equipment Lease Agreement between the parties hereto (the Agreement), identified above

In accordance with the terms and provisions of the Agreement and the Schedule identified by the Schedule Number specified above the Lessee hereby certifies and states that (a) all Equipment listed in the above referenced Schedule, as amended through the date hereof (Equipment) has been delivered and fully installed (b) Lessee has inspected the Equipment, and all testing as it deems necessary has been

performed by Lessee, the manufacturer or Seller, (c) Lessee accepts the Equipment for all purposes of the Agreement the Purchase Documents and all related documents, (d) on the date hereof, or five (5) days after delivery if delay in installation has been caused by Lessee, the Equipment has become for the first time operational and available to be placed in service for its specifically assigned function, (e) any insurance policies required by Section 7 of the Agreement have been obtained and are in full force and effect and (f) the Equipment is located at the Equipment Location specified in the Schedule (and such location is also set forth below)

Address for Billing (if different from above) Oxford Automotive
850 Stephenson Highway
Troy, MI 48083
Atten Lucia Bruss

Equipment Location Oxford Automotive
520 Republic Street
Alma, MI 48801

COMMENCEMENT DATE

December 17, 2003

OXFORD AUTOMOTIVE, INC
Lessee

BY


(Lessee Authorized Signature)

Robert R. Krawlowiak | VP & Treasurer
(Type/Print Name and Title)



Schedule 11/03 **MASTER EQUIPMENT LEASE AGREEMENT SCHEDULE DATED DECEMBER 17, 2003**

LESSEE	OXFORD AUTOMOTIVE, INC	LESSOR	CIT TECHNOLOGIES CORPORATION, d/b/a CIT SYSTEMS LEASING
Street Address	1250 Stephenson Highway	Address	2285 Franklin Road Bloomfield Hills, MI 48302
City/State/Zip	Troy MI 48083	Lease Number	

SCHEDULE NO 001 WHICH INCORPORATES BY REFERENCE MASTER EQUIPMENT LEASE AGREEMENT

DATED APRIL 23, 2003 BETWEEN LESSOR AND LESSEE

SELLER

Qty	Mfr	Equipment Type	Model/ Feature	Description	Serial Number	Stipulated Loss Value Amount	Rental Payment
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SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

Initial Term The Lease Term for each leased item commences on the Commencement Date and continues for 12 quarters (36 months) after the first Rental Payment Due Date

Equipment Location Oxford Automotive
520 Republic Street
Alma MI 48801

Special Terms YES ___ (See Special Terms attached) NO X

Lessee selects a fair market value purchase option and a fair rental value renewal option
YES X NO ___

THE TERMS AND CONDITIONS OF THE FOREGOING OPTION AND OTHER
IMPORTANT PROVISIONS ARE SET FORTH IN THIS SCHEDULE

STIPULATED LOSS VALUE AMOUNT

\$165,078 00

\$14,116 00

Advance Rent: N/A (Months N/A)

Lessee shall pay Lessor Advance Rent (if specified above) for the Equipment promptly after execution of this Schedule. Advance Rent shall be credited to Lessee's first Rental Payment hereunder and any excess Advance Rent shall be credited to Lessee's final Rental Payment(s).

Rental Payment: \$14,116 00

The First Rental Payment shall consist of the sum of the following: one (1) Rental Payment; Advance Rent (if any) an amount equal to 1/90th of the Rental Payment multiplied by the number of days from and including the Commencement Date to but excluding the First Rental Payment Due Date.

First Rental Payment Due Date The first day of the quarter immediately following the quarter in which the Commencement Date for the last leased item to be installed under this Equipment Schedule occurs (the Last Commencement Date). However, if the Last Commencement Date falls on the first day of the quarter, that date will be the First Rental Payment Date.

Subsequent Rental Payment Due Date The 1st day of each quarter.

Latest Commencement Date December 31, 2003

THIS SCHEDULE SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE MASTER EQUIPMENT LEASE AGREEMENT REFERENCED ABOVE (AGREEMENT) BY AND BETWEEN LESSEE, AS LESSEE AND LESSOR OR THE CIT GROUP, INC. OR ANY AFFILIATE OR SUBSIDIARY THEREOF, AS LESSOR, AND THE TERMS AND CONDITIONS SET FORTH HEREIN PURSUANT TO SUCH TERMS AND CONDITIONS (WHICH LESSEE ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS). LESSEE AGREES TO LEASE FROM LESSOR (AS SPECIFIED BELOW) AND LESSOR AGREES TO LEASE TO LESSEE THE ABOVE REFERENCED EQUIPMENT. IT IS FURTHER UNDERSTOOD AND AGREED THAT THE TERMS AND CONDITIONS OF THIS SCHEDULE MAY BE DIFFERENT FROM THE TERMS AND CONDITIONS OF PRIOR SCHEDULES TO THE EXTENT PERMITTED BY APPLICABLE LAW. LESSEE WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UCC AND ANY RIGHTS NOW OR HEREAFTER CONFERRED BY STATUTE OR OTHERWISE THAT MAY LIMIT OR MODIFY THE LESSOR'S RIGHTS AS DESCRIBED IN THE AGREEMENT. THIS SCHEDULE OR ANY OTHER FUNDAMENTAL AGREEMENT (AS DEFINED IN THE AGREEMENT).

THIS SCHEDULE, THE MASTER EQUIPMENT LEASE AGREEMENT REFERENCED ABOVE (AGREEMENT) AND ALL OTHER FUNDAMENTAL AGREEMENTS (AS DEFINED IN THE AGREEMENT) EXECUTED BY BOTH LESSOR AND LESSEE CONSTITUTE THE ENTIRE AGREEMENT BETWEEN LESSOR AND LESSEE RELATING TO THE LEASING OF THE ABOVE REFERENCED EQUIPMENT AND SUPERSEDE ALL PRIOR AGREEMENTS RELATING THERETO, WHETHER WRITTEN OR ORAL, AND MAY NOT BE AMENDED OR MODIFIED EXCEPT IN A WRITING SIGNED BY THE PARTIES HERETO.

OXFORD AUTOMOTIVE, INC

(Lessee)

By

(Lessee Authorized Signature)

Robert R. Brakowskiak

(Type/Print Name and Title)

Date

12/18/03

CIT TECHNOLOGIES CORPORATION,
d/b/a CIT SYSTEMS LEASING (Lessor)

By

MATTHEW KOSMUSSEN

MANAGER, CONTRACTS & FUNDING

(Type/Print Name and Title)

Date

12/19/03

The terms and conditions shall apply to the Fair Market Value Purchase Option and Fair Rental Value Renewal Option on the first page of this Schedule, provided, however, that if Lessee selects this option, the Tax Indemnity provision set forth in Section 3 below shall apply to this Schedule

Capitalized terms used in this Schedule that are not otherwise defined herein shall have the meanings ascribed to them in the Master Equipment Lease Agreement ("Agreement") identified on the first page of this Schedule. The terms and conditions of this Schedule shall prevail over any conflicting or inconsistent terms and conditions in the Agreement and/or any amendments thereto entered into prior to the execution of this Schedule

1 FAIR MARKET VALUE PURCHASE AND RENEWAL OPTIONS

(a) If this option has been selected, no Event of Default exists, no event has occurred and is continuing which with notice or the lapse of time or both would constitute an Event of Default, and Lessee delivers to Lessor an irrevocable written election notice at ninety (90) days prior to the expiration of the Applicable Term, Lessee shall have the following purchase and renewal options: (i) Lessee may purchase all (but not less than all) of the Equipment at the end of the Applicable Term at Fair Market Value (as defined below) or (ii) Lessee may renew this Schedule for a Renewal Term of not less than twelve (12) months to be agreed upon by Lessor and Lessee at Fair Rental Value (as defined below), provided, however, that the foregoing renewal option may not be exercised if Lessor reasonably determines that there has been a material adverse change in Lessee's business or financial condition since the Commencement Date, and provided further, that if Lessee decides not to purchase the Equipment or renew this Schedule at the end of the Applicable Term, it shall provide Lessor with irrevocable written notice thereof at least ninety (90) days prior to the expiration of the Applicable Term and return the Equipment to Lessor in accordance with Section 17 of the Agreement

(b) If Lessee elects to purchase the Equipment, it shall pay Lessor the Fair Market Value amount prior to the expiration of the Applicable Term, and Lessee shall make all other payments required hereunder during the remaining Term of this Schedule. If Lessee elects to renew this Schedule, Lessee and Lessor shall enter into a supplement to this Schedule to confirm the applicable Fair Rental Value amount and the length of the applicable Renewal Term

(c) Should Lessee fail to: (i) provide Lessor with the ninety (90) day notice required above, or (ii) pay Lessor the Fair Market Value amount as specified above, or (iii) return the Equipment to Lessor in accordance with Section 17 of the Agreement, the Applicable Term shall be extended for successive ninety (90) day periods until Lessee returns the Equipment to Lessor in accordance with Section 17 of the Agreement, or Lessor terminates this Schedule by ten (10) days' written notice to Lessee. In the event this Schedule is extended pursuant to the preceding sentence, Lessee shall continue to pay Lessor either the periodic Rental Payments in effect prior to the expiration of the Applicable Term or the Fair Rental Value (as defined below) whichever is greater, and all other provisions of the Agreement and this Schedule (including Lessee's purchase and renewal options value) shall continue to apply

(d) Fair Rental Value and Fair Market Value for the Equipment shall be determined by agreement of Lessor and Lessee, or, at Lessee's sole expense, by an independent appraiser selected by Lessor. Fair Rental Value means the periodic amount which would be payable for the Equipment in an arm's length transaction between an informed and willing Lessee and an informed and willing Lessor, neither under compulsion to lease. Fair Market Value means the total price that would be paid for the Equipment in an arm's length transaction between an informed and willing buyer (other than a used equipment dealer) under no compulsion to buy and an informed and willing seller under no compulsion to sell. In determining Fair Rental Value or Fair Market Value, the costs of removing the Equipment from the Equipment Location and moving it to a new location shall not be deducted from its value

(e) If Lessee elects to purchase the Equipment, and has completely fulfilled the terms and conditions of the Agreement and this Section 1, then on the last day of the Applicable Term: (i) this Schedule shall terminate and, except as provided in Section 24 of the Agreement, Lessee shall be relieved of all obligations under this Schedule, and (ii) Lessee shall be entitled to Lessor's interest in the Equipment "AS IS, WHERE IS," and without any warranty, express or implied from Lessor, other than the absence of any liens by, through or under Lessor

2 STIPULATED LOSS VALUE

For purposes of this Schedule, the Stipulated Loss Value of the Equipment shall be determined by multiplying the applicable Stipulated Loss Value Percentage (as specified in the SLV Table that is incorporated herein by reference by the listing thereon of the Lease Number and Schedule Number specified on the front of this Schedule) as of the due date of the last Rental Payment due immediately prior to the date of the Loss or the Event of Default, as applicable, by the Stipulated Loss Value Amount set forth on the first page of this Schedule

3 TAX INDEMNITY

(a) If the Fair Market Value Purchase Option and Fair Rental Value Renewal Option has been selected Lessor intends to take accelerated cost recovery deductions ("Recovery Deductions") under Sections 167(a) and 168(b)(1) of the Internal Revenue Code of 1986 as amended ("Code") and accelerated depreciation deductions under applicable state law ("Depreciation Deductions"). Accordingly, Lessee makes the following representations, warranties and covenants: (i) at the time Lessee accepts the Equipment pursuant to Section 3 of the Agreement the Equipment will have been 'placed in service' within the meaning of Sections 167 and 168 of the Code; (ii) the Stipulated Loss Value Amount set forth on the first page of this Schedule shall qualify for Recovery Deductions and Depreciation Deductions (with the exception of any items that are excluded by specific language on the first page of this Schedule and any increase in the Stipulated Loss Value Amount that is attributable to any accrued interest under a Financing Agreement); (iii) neither Lessee, any of its affiliates, nor any of its successors, sublessees or assigns was, is, or will become a tax-exempt entity described in Section 168(h)(2) of the Code at any time during the Term of this Schedule or the five (5) years preceding the Commencement Date; and (iv) at no time during the Term of this Schedule will Lessee (or any of its successors, sublessees or assigns) take any action or fail to take any action (whether or not such act or omission is otherwise required by the Agreement) that results in a loss, reduction, deferral, recapture or other unavailability to Lessor of any part of the Recovery Deductions or Depreciation Deductions. If because of a breach of this Section 3(a), Recovery Deductions or Depreciation Deductions are lost, reduced, deferred, recaptured or otherwise made unavailable to Lessor (a "Tax Loss"), Lessee shall, upon demand by Lessor, promptly pay damages to Lessor. The amount of such damages shall be the amount necessary to provide Lessor with a Net Economic Return (as defined in Section 3(b) below) equal to the net Economic Return that Lessor would have realized if it had not suffered a Tax Loss. A loss or damage to the Equipment will constitute a breach of this Section 3(a) if it does not result in the payment of the Lessor's Return described in Section 12 of the Agreement.

(b) Any damages required by Section 3(a) above shall be in the amount necessary to provide Lessor a net after-tax yield, net after tax cash flow and net after-tax book earnings ("Net Economic Return") equal to the net Economic Return Lessor would have realized with respect to the transaction contemplated by this Schedule if a Tax Loss had not occurred, assuming Lessee would fulfill all of its obligations hereunder, and shall be based upon the same assumptions and pricing analysis used by Lessor in determining the amount of the periodic Rental Payment then in effect. Without limiting the generality of the foregoing, it shall be irrefutably presumed that all income of Lessor for any year is subject to tax at the highest then applicable federal income tax rate generally applicable to corporations, and that Lessor has sufficient taxable income to offset all deductions arising hereunder.

(c) With respect to any damages or adjustments calculated by Lessor as set forth above ("Calculation Amount") at the request and expense of Lessee, Lessor shall submit the assumptions and calculations underlying any such Calculation Amount to Lessor's independent certified public accountants for verification of the maintenance of Lessor's Net Economic Return. Such accountants' determination that the Calculation Amount does or does not maintain Lessor's Net Economic Return (and, in the case of the latter, such accountants' determination of the adjusted amount that would so maintain such Net Economic Return), shall be binding upon Lessor and Lessee. Lessee agrees that any information provided to such accountants by Lessor constitutes private, proprietary and confidential property of Lessor, and that no person other than Lessor and such accountants shall be entitled to access thereto.

4 SECURITY INTEREST

If the Fair Market Value Purchase Option and Fair Rental Value Renewal Option has been selected, Lessor and Lessee intend the transaction described in this Schedule to be a true lease, and Lessee hereby authorized Lessor to file a financing statement to give public notice of Lessor's ownership of the Equipment. If such transaction is deemed by a court of competent jurisdiction to be a lease intended for security, Lessee grants Lessor and its assigns a purchase money security interest in the Equipment and in all attachments, accessories, additions, substitutions, products, replacements, rentals and proceeds (including insurance proceeds) therefrom as well as a security interest in any other Equipment financed pursuant to the Agreement or any other agreement between Lessor and Lessee (collectively, "Collateral"). Lessee shall execute and timely deliver to Lessor financing statements or any other documents Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral. Lessor or Lessor's agent may file as a financing statement any lease document (or copy thereof, where permitted by law) Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral. If Lessee fails to execute any such document, Lessor or Lessor's agent is hereby authorized to file any of the foregoing signed only by Lessor or Lessor's agent.

There shall be three (3) signed Counterparts of this Schedule. To the extent that this Schedule constitutes chattel paper (as that term is defined in the UCC), a security interest may only be created in, and perfected by possession of, one Counterpart marked 'Original'; all other Counterparts shall be duplicates.

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Lessee and Lessor acknowledge that the Equipment on a Schedule may include certain software ("Software") in which Lessor and Lessee have no ownership or other proprietary rights. Where required by the Software owner or manufacturer, Lessee shall enter into a license or other agreement for the use of the Software. Any Software agreement shall be separate and distinct from the Agreement and any Schedule, and Lessor shall not have any rights or obligations thereunder unless otherwise agreed. In the event the Rent on a Schedule includes an amount attributable to the financing by Lessor of Lessee's fee for use of the Software, Lessee agrees that such amounts shall be deemed Rent hereunder.

6 FINANCING OF ADDITIONS

If Lessee intends to finance any addition or technical modification to the Equipment, Lessee shall, in writing, provide Lessor with the terms under which it hopes to obtain the financing. If Lessor does not, within 20 days after receiving Lessee's request, offer to finance the addition upon the terms requested by Lessee, Lessee may obtain offers from third parties and shall notify Lessor of the details of any third party financing offer Lessee would like to accept (Third Party Offer). If Lessor has not made a financing offer to Lessee on terms substantially similar to the Third Party Offer within 10 days of receiving Lessee's notice, Lessee may accept the Third Party Offer unless: (a) the aggregate cost to Lessee of obtaining financing from the Third Party Offer is greater than the aggregate cost under Lessor's financing offer, (b) the Third Party Offer would create a security interest in or a lien on the Equipment, or (c) the addition is not otherwise permitted under this Agreement.

7 MAINTENANCE CERTIFICATION

The Equipment must be deinstalled by the manufacturer, qualified for the manufacturer's maintenance agreement and be returned to Lessor within one week of deinstallation. In the event of a delay in returning the Equipment to Lessor, Lessee shall provide Lessor with a manufacturer's maintenance certification valid for the entire certification period.

8 FACSIMILE COPIES

Lessee hereby agrees and acknowledges that (a) in any hearing, trial or proceeding of any nature with respect to this Schedule, Lessor may produce a facsimile copy of this document rather than the original copy thereof and that such facsimile copy shall be deemed to be the original and (b) it has received and reviewed all of the pages of this Schedule and that none of its provisions are missing or illegible.

SLV
1.00

MASTER EQUIPMENT LEASE AGREEMENT STIPULATED LOSS VALUES

LESSEE	OXFORD AUTOMOTIVE, INC	LESSOR	CIT TECHNOLOGIES CORPORATION, d/b/a CIT SYSTEMS LEASING
Street Address	1250 Stephenson Highway	Address	2285 Franklin Road Bloomfield Hills, MI 48302
City/State/Zip	Troy MI 48083	Lease Number	Schedule Number 001

The Stipulated Loss Value of the Equipment on the above referenced Master Equipment Lease Agreement Schedule shall be determined by multiplying the applicable Stipulated Loss Value Percentage (stated below) as of the due date of the last Rental Payment due immediately prior to the date of the Loss or the Event of Default, as applicable, by the Stipulated Loss Value Amount.

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3	108 16	33	77 56
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6	105 10	36	74 50
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8	103 06	38	72 46
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11	100 00	41	69 40
12	98 98	42	68 38
13	97 96	43	67 36
14	96 94	44	66 34
15	95 92	45	65 32
16	94 90	46	64 30
17	93 88	47	63 28
18	92 86	48	62 26
19	91 84	49	61 24
20	90 82	50	60 22
21	89 80	51	59 20
22	88 78	52	58 18
23	87 76	53	57 16
24	86 74	54	56 14
25	85 72	55	55 12
26	84 70	56	54 10
27	83 68	57	53 08
28	82 66	58	52 06
29	81 64	59	51 04
30	80 62	60	50 02



Lessee Initials



Lessor Initials

EXHIBIT A
TO EQUIPMENT SCHEDULE NO 001
OXFORD AUTOMOTIVE, INC

<u>QTY</u>	<u>DESCRIPTION</u>
	MODEL 810 FEATURE 2465
	3 GB MAIN MEMORY
	470GB USEABLE DISK CAPACITY
7	COMMUNICATION LINES (6V 24 AND 1V 35)
3	40-DEVICE TWINAX WORKSTATION CONTROLLERS
1	100/10 MBPS ETHERNET IOA
1	1GB ETHERNET IOA (COPPER)
1	MAGNETIC MEDIA CONTROLLER (3590-H11 ATTACHMENT)
1	TWO-LINE WAN WITH MODEM
1	DVD-ROM
	REFURBISHED IBM 3590-H11 TAPE SYSTEM
	WITH 10 CARTRIDGE AUTOLOADER
	3 YEAR IBM SOFTWARE SUPPORT AND MAINTENANCE
	COVERS SW UPGRADES/RELEASES AND SUPPORTLINE
	3 YEAR IBM HARDWARE SERVICESUITE
	IBM MAINTENANCE FOR 3590-H11 AND ISERIES 810

Cen. Cert
1/99**MASTER EQUIPMENT LEASE AGREEMENT
COMMENCEMENT CERTIFICATE**

LESSEE	OXFORD AUTOMOTIVE, INC	LESSOR	CIT TECHNOLOGIES CORPORATION, d/b/a CIT SYSTEMS LEASING
Street Address	1250 Stephenson Highway	Address	2285 Franklin Road Bloomfield Hills, MI 48302
City/State/Zip	Troy MI 48083	Lease Number	

SCHEDULE NO 001 WHICH INCORPORATES BY REFERENCE MASTER EQUIPMENT LEASE AGREEMENT

DATED APRIL 23 2003 BETWEEN LESSOR AND LESSEE

Capitalized terms used herein which are not otherwise defined herein shall have the meanings ascribed to them in the Master Equipment Lease Agreement between the parties hereto (the Agreement) identified above

In accordance with the terms and provisions of the Agreement and the Schedule identified by the Schedule Number specified above, the Lessee hereby certifies and states that (a) all Equipment listed in the above referenced Schedule, as amended through the date hereof (Equipment) has been delivered and fully installed (b) Lessee has inspected the Equipment and all testing as it deems necessary has been

performed by Lessee, the manufacturer or Seller; (c) Lessee accepts the Equipment for all purposes of the Agreement the Purchase Documents and all related documents, (d) on the date hereof, or five (5) days after delivery if delay in installation has been caused by Lessee the Equipment has become for the first time operational and available to be placed in service for its specifically assigned function, (e) any insurance policies required by Section 7 of the Agreement have been obtained and are in full force and effect and (f) the Equipment is located at the Equipment Location specified in the Schedule (and such location is also set forth below)

Address for Billing (if different from above) Oxford Automotive
850 Stephenson Highway
Troy MI 48083
Atten Lucia Bruss

Equipment Location Oxford Automotive
520 Republic Street
Alma MI 48801

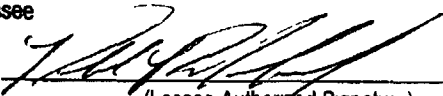
COMMENCEMENT DATE

December 17, 2003

OXFORD AUTOMOTIVE INC

Lessee

BY


(Lessee Authorized Signature)

Robert R Krawlowiak | VP & Treasurer
(Type/Print Name and Title)



05 ...AL

Sched 11/00

MASTER EQUIPMENT LEASE AGREEMENT SCHEDULE DATED JANUARY 13, 2004

LESSEE	OXFORD AUTOMOTIVE, INC	LESSOR	CIT TECHNOLOGIES CORPORATION, d/b/a CIT SYSTEMS LEASING
Street Address	1250 Stephenson Highway	Address	2285 Franklin Road Bloomfield Hills, MI 48302
City/State/Zip	Troy, MI 48083	Lease Number	

SCHEDULE NO 002 WHICH INCORPORATES BY REFERENCE MASTER EQUIPMENT LEASE AGREEMENT

DATED APRIL 23, 2003 BETWEEN LESSOR AND LESSEE

SELLER

Qty	Mfr	Equipment Type	Model/ Feature	Description	Serial Number	Stipulated Loss Value Amount	Rental Payment
SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF							

Initial Term The Lease Term for each leased item commences on the Commencement Date and continues for 12 quarters (36 months) after the first Rental Payment Due Date

STIPULATED LOSS VALUE AMOUNT

\$32,062.85

\$2,742.00

Equipment Location Oxford Automotive
7151 Jefferson Metroparkway
McCalla AL 35111

Advance Rent N/A (Months N/A)

Lessee shall pay Lessor Advance Rent (if specified above) for the Equipment promptly after execution of this Schedule. Advance Rent shall be credited to Lessee's first Rental Payment hereunder and any excess Advance Rent shall be credited to Lessee's final Rental Payment(s).

Special Terms YES ☐ (See Special Terms attached) NO ☒

Rental Payment \$2,742.00

Lessee selects a fair market value purchase option and a fair rental value renewal option
YES ☒ NO ☐

The First Rental Payment shall consist of the sum of the following: one (1) Rental Payment Advance Rent (if any) an amount equal to 1/90th of the Rental Payment multiplied by the number of days from and including the Commencement Date to but excluding the First Rental Payment Due Date.

THE TERMS AND CONDITIONS OF THE FOREGOING OPTION AND OTHER IMPORTANT PROVISIONS ARE SET FORTH IN THIS SCHEDULE

First Rental Payment Due Date The first day of the calendar quarter immediately following the quarter in which the Commencement Date for the last leased item to be installed under this Equipment Schedule occurs (the Last Commencement Date). However, if the Last Commencement Date falls on the first day of the quarter, that date will be the First Rental Payment Date.

Subsequent Rental Payment Due Date The 1st day of each calendar quarter

Latest Commencement Date April 1, 2004

THIS SCHEDULE SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE MASTER EQUIPMENT LEASE AGREEMENT REFERENCED ABOVE (AGREEMENT) BY AND BETWEEN LESSEE AS LESSEE AND LESSOR OR THE CIT GROUP, INC. OR ANY AFFILIATE OR SUBSIDIARY THEREOF AS LESSOR AND THE TERMS AND CONDITIONS SET FORTH HEREIN. PURSUANT TO SUCH TERMS AND CONDITIONS (WHICH LESSEE ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS), LESSEE AGREES TO LEASE FROM LESSOR (AS SPECIFIED BELOW) AND LESSOR AGREES TO LEASE TO LESSEE THE ABOVE REFERENCED EQUIPMENT. IT IS FURTHER UNDERSTOOD AND AGREED THAT THE TERMS AND CONDITIONS OF THIS SCHEDULE MAY BE DIFFERENT FROM THE TERMS AND CONDITIONS OF PRIOR SCHEDULES TO THE EXTENT PERMITTED BY APPLICABLE LAW. LESSEE WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UCC AND ANY RIGHTS NOW OR HEREAFTER CONFERRED BY STATUTE OR OTHERWISE THAT MAY LIMIT OR MODIFY THE LESSOR'S RIGHTS AS DESCRIBED IN THE AGREEMENT. THIS SCHEDULE OR ANY OTHER FUNDAMENTAL AGREEMENT (AS DEFINED IN THE AGREEMENT).

THIS SCHEDULE, THE MASTER EQUIPMENT LEASE AGREEMENT REFERENCED ABOVE (AGREEMENT) AND ALL OTHER FUNDAMENTAL AGREEMENTS (AS DEFINED IN THE AGREEMENT) EXECUTED BY BOTH LESSOR AND LESSEE CONSTITUTE THE ENTIRE AGREEMENT BETWEEN LESSOR AND LESSEE RELATING TO THE LEASING OF THE ABOVE REFERENCED EQUIPMENT AND SUPERSEDE ALL PRIOR AGREEMENTS RELATING THERETO, WHETHER WRITTEN OR ORAL, AND MAY NOT BE AMENDED OR MODIFIED EXCEPT IN A WRITING SIGNED BY THE PARTIES HERETO.

OXFORD AUTOMOTIVE, INC

(Lessee)

By


(Lessee Authorized Signature)

Robert R. Kamekura VP-Treasurer
(Type/Print Name and Title)

Date

CIT TECHNOLOGIES CORPORATION,
d/b/a CIT SYSTEMS LEASING (Lessor)

By


(Lessor Authorized Signature)

MARY E. RASMUSSEN
MANAGER, CONTRACTS & FUNDING
(Type/Print Name and Title)

Date 1/28/04

ORIGINAL

The terms and conditions shall apply to the Fair Market Value Purchase Option and Fair Rental Value Renewal Option on the first page of this Schedule, provided, however, that if Lessee selects this option, the Tax Indemnity provision set forth in Section 3 below shall apply to this Schedule

Capitalized terms used in this Schedule that are not otherwise defined herein shall have the meanings ascribed to them in the Master Equipment Lease Agreement ("Agreement") identified on the first page of this Schedule. The terms and conditions of this Schedule shall prevail over any conflicting or inconsistent terms and conditions in the Agreement and/or any amendments thereto entered into prior to the execution of this Schedule

1 FAIR MARKET VALUE PURCHASE AND RENEWAL OPTIONS

(a) If this option has been selected, no Event of Default exists, no event has occurred and is continuing which with notice or the lapse of time, or both, would constitute an Event of Default, and Lessee delivers to Lessor an irrevocable written election notice at ninety (90) days prior to the expiration of the Applicable Term, Lessee shall have the following purchase and renewal options: (i) Lessee may purchase all (but not less than all) of the Equipment at the end of the Applicable Term at Fair Market Value (as defined below), or (ii) Lessee may renew this Schedule for a Renewal Term of not less than twelve (12) months to be agreed upon by Lessor and Lessee at Fair Rental Value (as defined below), provided, however, that the foregoing renewal option may not be exercised if Lessor reasonably determines that there has been a material adverse change in Lessee's business or financial condition since the Commencement Date, and provided further, that if Lessee decides not to purchase the Equipment or renew this Schedule at the end of the Applicable Term, it shall provide Lessor with irrevocable written notice thereof at least ninety (90) days prior to the expiration of the Applicable Term and return the Equipment to Lessor in accordance with Section 17 of the Agreement

(b) If Lessee elects to purchase the Equipment, it shall pay Lessor the Fair Market Value amount prior to the expiration of the Applicable Term, and Lessee shall make all other payments required hereunder during the remaining Term of this Schedule. If Lessee elects to renew this Schedule, Lessee and Lessor shall enter into a supplement to this Schedule to confirm the applicable Fair Rental Value amount and the length of the applicable Renewal Term

(c) Should Lessee fail to: (i) provide Lessor with the ninety (90) day notice required above, or (ii) pay Lessor the Fair Market Value amount as specified above, or (iii) return the Equipment to Lessor in accordance with Section 17 of the Agreement, the Applicable Term shall be extended for successive ninety (90) day periods until Lessee returns the Equipment to Lessor in accordance with Section 17 of the Agreement, or Lessor terminates this Schedule by ten (10) days' written notice to Lessee. In the event this Schedule is extended pursuant to the preceding sentence, Lessee shall continue to pay Lessor either the periodic Rental Payments in effect prior to the expiration of the Applicable Term, or the Fair Rental Value (as defined below), whichever is greater, and all other provisions of the Agreement and this Schedule (including Lessee's purchase and renewal options value) shall continue to apply

(d) Fair Rental Value and Fair Market Value for the Equipment shall be determined by agreement of Lessor and Lessee or, at Lessee's sole expense, by an independent appraiser selected by Lessor. Fair Rental Value means the periodic amount which would be payable for the Equipment in an arm's length transaction between an informed and willing Lessee and an informed and willing Lessor, neither under compulsion to lease. Fair Market Value means the total price that would be paid for the Equipment in an arm's length transaction between an informed and willing buyer (other than a used equipment dealer) under no compulsion to buy and an informed and willing seller under no compulsion to sell. In determining Fair Rental Value or Fair Market Value, the costs of removing the Equipment from the Equipment Location and moving it to a new location shall not be deducted from its value

(e) If Lessee elects to purchase the Equipment, and has completely fulfilled the terms and conditions of the Agreement and this Section 1, then on the last day of the Applicable Term: (i) this Schedule shall terminate and, except as provided in Section 24 of the Agreement, Lessee shall be relieved of all obligations under this Schedule, and (ii) Lessee shall be entitled to Lessor's interest in the Equipment "AS IS, WHERE IS," and without any warranty, express or implied from Lessor, other than the absence of any liens by, through or under Lessor

2 STIPULATED LOSS VALUE

For purposes of this Schedule, the Stipulated Loss Value of the Equipment shall be determined by multiplying the applicable Stipulated Loss Value Percentage (as specified in the SLV Table that is incorporated herein by reference by the listing thereon of the Lease Number and Schedule Number specified on the front of this Schedule) as of the due date of the last Rental Payment due immediately prior to the date of the Loss or the Event of Default, as applicable, by the Stipulated Loss Value Amount set forth on the first page of this Schedule

3 TAX INDEMNITY

(a) If the Fair Market Value Purchase Option and Fair Rental Value Renewal Option has been selected, Lessor intends to take accelerated cost recovery deductions ("Recovery Deductions") under Sections 167(a) and 168(b)(1) of the Internal Revenue Code of 1986, as amended ("Code"), and accelerated depreciation deductions under applicable state law ("Depreciation Deductions"). Accordingly, Lessee makes the following representations, warranties and covenants: (i) at the time Lessee accepts the Equipment pursuant to Section 3 of the Agreement, the Equipment will have been "placed in service" within the meaning of Sections 167 and 168 of the Code, (ii) the Stipulated Loss Value Amount set forth on the first page of this Schedule shall qualify for Recovery Deductions and Depreciation Deductions (with the exception of any items that are excluded by specific language on the first page of this Schedule and any increase in the Stipulated Loss Value Amount that is attributable to any accrued interest under a Financing Agreement), (iii) neither Lessee, any of its affiliates, nor any of its successors, sublessees or assigns was, is, or will become a tax-exempt entity described in Section 168(h)(2) of the Code at any time during the Term of this Schedule or the five (5) years preceding the Commencement Date, and (iv) at no time during the Term of this Schedule will Lessee (or any of its successors, sublessees or assigns) take any action or fail to take any action (whether or not such act or omission is otherwise required by the Agreement) that results in a loss, reduction, deferral, recapture or other unavailability to Lessor of any part of the Recovery Deductions or Depreciation Deductions. If, because of a breach of this Section 3(a), Recovery Deductions or Depreciation Deductions are lost, reduced, deferred, recaptured or otherwise made unavailable to Lessor (a "Tax Loss"), Lessee shall, upon demand by Lessor, promptly pay damages to Lessor. The amount of such damages shall be the amount necessary to provide Lessor with a Net Economic Return (as defined in Section 3(b) below) equal to the net Economic Return that Lessor would have realized if it had not suffered a Tax Loss. A loss or damage to the Equipment will constitute a breach of this Section 3(a) if it does not result in the payment of the Lessor's Return described in Section 12 of the Agreement.

(b) Any damages required by Section 3(a) above shall be in the amount necessary to provide Lessor a net after-tax yield, net after-tax cash flow and net after-tax book earnings ("Net Economic Return") equal to the net Economic Return Lessor would have realized with respect to the transaction contemplated by this Schedule if a Tax Loss had not occurred, assuming Lessee would fulfill all of its obligations hereunder, and shall be based upon the same assumptions and pricing analysis used by Lessor in determining the amount of the periodic Rental Payment then in effect. Without limiting the generality of the foregoing, it shall be irrefutably presumed that all income of Lessor for any year is subject to tax at the highest then applicable federal income tax rate generally applicable to corporations, and that Lessor has sufficient taxable income to offset all deductions arising hereunder.

(c) With respect to any damages or adjustments calculated by Lessor as set forth above ("Calculation Amount"), at the request and expense of Lessee, Lessor shall submit the assumptions and calculations underlying any such Calculation Amount to Lessor's independent certified public accountants for verification of the maintenance of Lessor's Net Economic Return. Such accountants' determination that the Calculation Amount does or does not maintain Lessor's Net Economic Return (and, in the case of the latter, such accountants' determination of the adjusted amount that would so maintain such Net Economic Return), shall be binding upon Lessor and Lessee. Lessee agrees that any information provided to such accountants by Lessor constitutes private, proprietary and confidential property of Lessor, and that no person other than Lessor and such accountants shall be entitled to access thereto.

4 SECURITY INTEREST

If the Fair Market Value Purchase Option and Fair Rental Value Renewal Option has been selected, Lessor and Lessee intend the transaction described in this Schedule to be a true lease, and Lessee hereby authorized Lessor to file a financing statement to give public notice of Lessor's ownership of the Equipment. If such transaction is deemed by a court of competent jurisdiction to be a lease intended for security, Lessee grants Lessor and its assigns a purchase money security interest in the Equipment and in all attachments, accessories, additions, substitutions, products, replacements, rentals and proceeds (including insurance proceeds) therefrom as well as a security interest in any other Equipment financed pursuant to the Agreement or any other agreement between Lessor and Lessee (collectively, "Collateral"). Lessee shall execute and timely deliver to Lessor financing statements or any other documents Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral. Lessor or Lessor's agent may file as a financing statement any lease document (or copy thereof, where permitted by law) Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral. If Lessee fails to execute any such document, Lessor or Lessor's agent is hereby authorized to file any of the foregoing signed only by Lessor or Lessor's agent.

There shall be three (3) signed Counterparts of this Schedule. To the extent that this Schedule constitutes chattel paper (as that term is defined in the UCC) a security interest may only be created in and perfected by possession of, one Counterpart marked "Original", all other Counterparts shall be duplicates.

ORIGINAL

5 SOFTWARE

Lessee and Lessor acknowledge that the Equipment on a Schedule may include certain software ("Software") in which Lessor and Lessee have no ownership or other proprietary rights. Where required by the Software owner or manufacturer, Lessee shall enter into a license or other agreement for the use of the Software. Any Software agreement shall be separate and distinct from the Agreement and any Schedule, and Lessor shall not have any rights or obligations thereunder unless otherwise agreed. In the event the Rent on a Schedule includes an amount attributable to the financing by Lessor of Lessee's fee for use of the Software, Lessee agrees that such amounts shall be deemed Rent hereunder.

6 FINANCING OF ADDITIONS

If Lessee intends to finance any addition or technical modification to the Equipment, Lessee shall, in writing, provide Lessor with the terms under which it hopes to obtain the financing. If Lessor does not, within 20 days after receiving Lessee's request, offer to finance the addition upon the terms requested by Lessee, Lessee may obtain offers from third parties and shall notify Lessor of the details of any third party financing offer Lessee would like to accept (Third Party Offer). If Lessor has not made a financing offer to Lessee on terms substantially similar to the Third Party Offer within 10 days of receiving Lessee's notice, Lessee may accept the Third Party Offer unless (a) the aggregate cost to Lessee of obtaining financing from the Third Party Offer is greater than the aggregate cost under Lessor's financing offer, (b) the Third Party Offer would create a security interest in, or a lien on, the Equipment, or (c) the addition is not otherwise permitted under this Agreement.

7 MAINTENANCE CERTIFICATION

The Equipment must be deinstalled by the manufacturer, qualified for the manufacturer's maintenance agreement and be returned to Lessor within one week of deinstallation. In the event of a delay in returning the Equipment to Lessor, Lessee shall provide Lessor with a manufacturer's maintenance certification valid for the entire certification period.

8 FACSIMILE COPIES

Lessee hereby agrees and acknowledges that (a) in any hearing, trial or proceeding of any nature with respect to this Schedule, Lessor may produce a facsimile copy of this document rather than the original copy thereof and that such facsimile copy shall be deemed to be the original, and (b) it has received and reviewed all of the pages of this Schedule and that none of its provisions are missing or illegible.

ORIGINAL

**EXHIBIT A
TO EQUIPMENT SCHEDULE NO 002
OXFORD AUTOMOTIVE, INC**

<u>Product</u>	<u>Description</u>	<u>Qty</u>
<u>Cisco Systems Hardware</u>		
WS-C3550-12G	10 GBIC PORTS AND 2-10/100/1000BASE-T PORTS	1
WS-C2950SX-24	24 10/100 PORTS W/2 1000BASE-SX PORTS, STANDARD IMAGE ONLY	8
WS-G5484	1000BASE-SX SHORT WAVELENGTH GBIC (MULTIMODE ONLY)	8
WS-X35000-XL	GIGASTACK STACKING GBIC AND 50CM CABLE	4
WS-C2950G-48-E1	CATALYST 2950, 48 10/100 WITH 2GBIC SLOTS, ENHANCED IMAGE	2
CAB-MTRJ-SC-MM-1M	NETWORK CABLE-MT-RJ (M) – SC (M)-3 3 FT – FIBER OPTIC	16
<u>Maintenance</u>		
CON-SNT-C3550-12G	ONE YEAR MAINTENANCE FOR WS- C3550-12G	3
CON-SNT-C2950S24	ONE YEAR MAINTENANCE FOR WS- C2950SX-24	24
CON-SNT-C2950G48	ONE YEAR MAINTENANCE FOR WS- C2950G-48-E1	6



0. 11AL


SLV
1/99

MASTER EQUIPMENT LEASE AGREEMENT STIPULATED LOSS VALUES

LESSEE	OXFORD AUTOMOTIVE, INC	LESSOR	CIT TECHNOLOGIES CORPORATION, d/b/a CIT SYSTEMS LEASING
Street Address	1250 Stephenson Highway	Address	2285 Franklin Road Bloomfield Hills, MI 48302
City/State/Zip	Troy, MI 48083	Lease Number	Schedule Number 002

The Stipulated Loss Value of the Equipment on the above referenced Master Equipment Lease Agreement Schedule shall be determined by multiplying the applicable Stipulated Loss Value Percentage (stated below) as of the due date of the last Rental Payment due immediately prior to the date of the Loss or the Event of Default, as applicable, by the Stipulated Loss Value Amount

<u>Rental Period</u>	<u>Stipulated Loss Value Percentage</u>	<u>Rental Period</u>	<u>Stipulated Loss Value Percentage</u>
1	110 20	31	79 60
2	109 18	32	78 58
3	108 16	33	77 56
4	107 14	34	76 54
5	106 12	35	75 52
6	105 10	36	74 50
7	104 02	37	73 48
8	103 06	38	72 46
9	102 04	39	71 44
10	101 02	40	70 42
11	100 00	41	69 40
12	98 98	42	68 38
13	97 96	43	67 36
14	96 94	44	66 34
15	95 92	45	65 32
16	94 90	46	64 30
17	93 88	47	63 28
18	92 86	48	62 26
19	91 84	49	61 24
20	90 82	50	60 22
21	89 80	51	59 20
22	88 78	52	58 18
23	87 76	53	57 16
24	86 74	54	56 14
25	85 72	55	55 12
26	84 70	56	54 10
27	83 68	57	53 08
28	82 66	58	52 06
29	81 64	59	51 04
30	80 62	60	50 02



Lessee Initials



Lessor Initials



ORIGINAL

Com Cert
1/99**MASTER EQUIPMENT LEASE AGREEMENT
COMMENCEMENT CERTIFICATE**

LESSEE	OXFORD AUTOMOTIVE, INC	LESSOR	CIT TECHNOLOGIES CORPORATION, d/b/a CIT SYSTEMS LEASING
Street Address	1250 Stephenson Highway	Address	2285 Franklin Road Bloomfield Hills, MI 48302
City/State/Zip	Troy MI 48083	Lease Number	

SCHEDULE NO 002 WHICH INCORPORATES BY REFERENCE MASTER EQUIPMENT LEASE AGREEMENT

DATED APRIL 23, 2003 BETWEEN LESSOR AND LESSEE

Capitalized terms used herein which are not otherwise defined herein shall have the meanings ascribed to them in the Master Equipment Lease Agreement between the parties hereto (the Agreement), identified above

In accordance with the terms and provisions of the Agreement and the Schedule identified by the Schedule Number specified above, the Lessee hereby certifies and states that (a) all Equipment listed in the above referenced Schedule, as amended through the date hereof (Equipment), has been delivered and fully installed, (b) Lessee has inspected the Equipment, and all testing as it deems necessary has been

performed by Lessee, the manufacturer or Seller, (c) Lessee accepts the Equipment for all purposes of the Agreement, the Purchase Documents and all related documents, (d) on the date hereof, or five (5) days after delivery if delay in installation has been caused by Lessee, the Equipment has become for the first time operational and available to be placed in service for its specifically assigned function, (e) any insurance policies required by Section 7 of the Agreement have been obtained and are in full force and effect, and (f) the Equipment is located at the Equipment Location specified in the Schedule (and such location is also set forth below)

Address for Billing (if different from above) Oxford Automotive
850 Stephenson Highway
Troy, MI 48083
Attn Lucia Bruss


Equipment Location Oxford Automotive
7151 Jefferson Metroparkway
McCalla, AL 35111

COMMENCEMENT DATE

February 1, 2004

OXFORD AUTOMOTIVE, INC
Lessee

BY


(Lessee Authorized Signature)
(Type/Print Name and Title)



Sched 1100

MASTER EQUIPMENT LEASE AGREEMENT SCHEDULE DATED JANUARY 13, 2004

LESSEE	OXFORD AUTOMOTIVE, INC	LESSOR	CIT TECHNOLOGIES CORPORATION, d/b/a CIT SYSTEMS LEASING
Street Address	1250 Stephenson Highway	Address	2285 Franklin Road Bloomfield Hills, MI 48302
City/State/Zip	Troy, MI 48083	Lease Number	

SCHEDULE NO 002 WHICH INCORPORATES BY REFERENCE MASTER EQUIPMENT LEASE AGREEMENT

DATED APRIL 23 2003 BETWEEN LESSOR AND LESSEE

SELLER

Qty	Mfr	Equipment Type	Model/ Feature	Description	Serial Number	Stipulated Loss Value Amount	Rental Payment
SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF							

Initial Term The Lease Term for each leased item commences on the Commencement Date and continues for 12 quarters (36 months) after the first Rental Payment Due Date

STIPULATED LOSS VALUE AMOUNT

\$32,062.85

\$2,742.00

Equipment Location Oxford Automotive
7151 Jefferson Metroparkway
McCalla, AL 35111

Advance Rent: N/A (Months N/A)

Lessee shall pay Lessor Advance Rent (if specified above) for the Equipment promptly after execution of this Schedule. Advance Rent shall be credited to Lessee's first Rental Payment hereunder and any excess Advance Rent shall be credited to Lessee's final Rental Payment(s).

Special Terms YES ___ (See Special Terms attached) NO X

Rental Payment: \$2,742.00

Lessee selects a fair market value purchase option and a fair rental value renewal option
YES X NO ___

The First Rental Payment shall consist of the sum of the following: one (1) Rental Payment, Advance Rent (if any) an amount equal to 1/90th of the Rental Payment multiplied by the number of days from and including the Commencement Date to but excluding the First Rental Payment Due Date.

THE TERMS AND CONDITIONS OF THE FOREGOING OPTION AND OTHER IMPORTANT PROVISIONS ARE SET FORTH IN THIS SCHEDULE

First Rental Payment Due Date The first day of the calendar quarter immediately following the quarter in which the Commencement Date for the last leased item to be installed under this Equipment Schedule occurs (the Last Commencement Date). However if the Last Commencement Date falls on the first day of the quarter that date will be the First Rental Payment Date.

Subsequent Rental Payment Due Date The 1st day of each calendar quarter

Latest Commencement Date April 1 2004

THIS SCHEDULE SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE MASTER EQUIPMENT LEASE AGREEMENT REFERENCED ABOVE (AGREEMENT) BY AND BETWEEN LESSEE, AS LESSEE AND LESSOR OR THE CIT GROUP, INC. OR ANY AFFILIATE OR SUBSIDIARY THEREOF, AS LESSOR, AND THE TERMS AND CONDITIONS SET FORTH HEREIN. PURSUANT TO SUCH TERMS AND CONDITIONS (WHICH LESSEE ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS) LESSEE AGREES TO LEASE FROM LESSOR (AS SPECIFIED BELOW) AND LESSOR AGREES TO LEASE TO LESSEE THE ABOVE REFERENCED EQUIPMENT. IT IS FURTHER UNDERSTOOD AND AGREED THAT THE TERMS AND CONDITIONS OF THIS SCHEDULE MAY BE DIFFERENT FROM THE TERMS AND CONDITIONS OF PRIOR SCHEDULES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UCC AND ANY RIGHTS NOW OR HEREAFTER CONFERRED BY STATUTE OR OTHERWISE THAT MAY LIMIT OR MODIFY THE LESSOR'S RIGHTS AS DESCRIBED IN THE AGREEMENT. THIS SCHEDULE OR ANY OTHER FUNDAMENTAL AGREEMENT (AS DEFINED IN THE AGREEMENT).

THIS SCHEDULE, THE MASTER EQUIPMENT LEASE AGREEMENT REFERENCED ABOVE (AGREEMENT) AND ALL OTHER FUNDAMENTAL AGREEMENTS (AS DEFINED IN THE AGREEMENT) EXECUTED BY BOTH LESSOR AND LESSEE CONSTITUTE THE ENTIRE AGREEMENT BETWEEN LESSOR AND LESSEE RELATING TO THE LEASING OF THE ABOVE REFERENCED EQUIPMENT AND SUPERSEDE ALL PRIOR AGREEMENTS RELATING THERETO, WHETHER WRITTEN OR ORAL, AND MAY NOT BE AMENDED OR MODIFIED EXCEPT IN A WRITING SIGNED BY THE PARTIES HERETO.

OXFORD AUTOMOTIVE, INC

(Lessee)

By



(Lessee Authorized Signature)

Robert E. Karamian VP-Treasurer

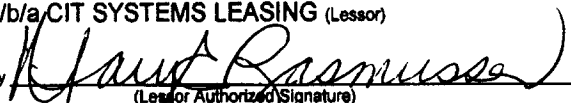
(Type/Print Name and Title)

Date

CIT TECHNOLOGIES CORPORATION,

d/b/a CIT SYSTEMS LEASING (Lessor)

By



(Lessor Authorized Signature)

(Type/Print Name and Title)

Date

MARY E RASMUSSEN
MANAGER, CONTRACTS & FUNDING

The terms and conditions shall apply to the Fair Market Value Purchase Option and Fair Rental Value Renewal Option on the first page of this Schedule, provided, however, that if Lessee selects this option, the Tax Indemnity provision set forth in Section 3 below shall apply to this Schedule

Capitalized terms used in this Schedule that are not otherwise defined herein shall have the meanings ascribed to them in the Master Equipment Lease Agreement ("Agreement") identified on the first page of this Schedule. The terms and conditions of this Schedule shall prevail over any conflicting or inconsistent terms and conditions in the Agreement and/or any amendments thereto entered into prior to the execution of this Schedule

1 FAIR MARKET VALUE PURCHASE AND RENEWAL OPTIONS

(a) If this option has been selected, no Event of Default exists, no event has occurred and is continuing which with notice or the lapse of time or both would constitute an Event of Default, and Lessee delivers to Lessor an irrevocable written election notice at ninety (90) days prior to the expiration of the Applicable Term, Lessee shall have the following purchase and renewal options: (i) Lessee may purchase all (but not less than all) of the Equipment at the end of the Applicable Term at Fair Market Value (as defined below), or (ii) Lessee may renew this Schedule for a Renewal Term of not less than twelve (12) months to be agreed upon by Lessor and Lessee at Fair Rental Value (as defined below), provided, however, that the foregoing renewal option may not be exercised if Lessor reasonably determines that there has been a material adverse change in Lessee's business or financial condition since the Commencement Date, and provided further, that if Lessee decides not to purchase the Equipment or renew this Schedule at the end of the Applicable Term, it shall provide Lessor with irrevocable written notice thereof at least ninety (90) days prior to the expiration of the Applicable Term and return the Equipment to Lessor in accordance with Section 17 of the Agreement

(b) If Lessee elects to purchase the Equipment, it shall pay Lessor the Fair Market Value amount prior to the expiration of the Applicable Term, and Lessee shall make all other payments required hereunder during the remaining Term of this Schedule. If Lessee elects to renew this Schedule, Lessee and Lessor shall enter into a supplement to this Schedule to confirm the applicable Fair Rental Value amount and the length of the applicable Renewal Term

(c) Should Lessee fail to (i) provide Lessor with the ninety (90) day notice required above, or (ii) pay Lessor the Fair Market Value amount as specified above, or (iii) return the Equipment to Lessor in accordance with Section 17 of the Agreement, the Applicable Term shall be extended for successive ninety (90) day periods until Lessee returns the Equipment to Lessor in accordance with Section 17 of the Agreement, or Lessor terminates this Schedule by ten (10) days' written notice to Lessee. In the event this Schedule is extended pursuant to the preceding sentence, Lessee shall continue to pay Lessor either the periodic Rental Payments in effect prior to the expiration of the Applicable Term, or the Fair Rental Value (as defined below), whichever is greater, and all other provisions of the Agreement and this Schedule (including Lessee's purchase and renewal options value) shall continue to apply

(d) Fair Rental Value and Fair Market Value for the Equipment shall be determined by agreement of Lessor and Lessee, or, at Lessee's sole expense, by an independent appraiser selected by Lessor. Fair Rental Value means the periodic amount which would be payable for the Equipment in an arm's length transaction between an informed and willing Lessee and an informed and willing Lessor, neither under compulsion to lease. Fair Market Value means the total price that would be paid for the Equipment in an arm's length transaction between an informed and willing buyer (other than a used equipment dealer) under no compulsion to buy and an informed and willing seller under no compulsion to sell. In determining Fair Rental Value or Fair Market Value, the costs of removing the Equipment from the Equipment Location and moving it to a new location shall not be deducted from its value

(e) If Lessee elects to purchase the Equipment, and has completely fulfilled the terms and conditions of the Agreement and this Section 1, then on the last day of the Applicable Term: (i) this Schedule shall terminate and, except as provided in Section 24 of the Agreement, Lessee shall be relieved of all obligations under this Schedule, and (ii) Lessee shall be entitled to Lessor's interest in the Equipment "AS IS, WHERE IS," and without any warranty, express or implied from Lessor, other than the absence of any liens by or under Lessor

2 STIPULATED LOSS VALUE

For purposes of this Schedule, the Stipulated Loss Value of the Equipment shall be determined by multiplying the applicable Stipulated Loss Value Percentage (as specified in the SLV Table that is incorporated herein by reference by the listing thereon of the Lease Number and Schedule Number specified on the front of this Schedule) as of the due date of the last Rental Payment due immediately prior to the date of the Loss or the Event of Default, as applicable, by the Stipulated Loss Value Amount set forth on the first page of this Schedule

3 TAX INDEMNITY

(a) If the Fair Market Value Purchase Option and Fair Rental Value Renewal Option has been selected, Lessor intends to take accelerated cost recovery deductions ("Recovery Deductions") under Sections 167(a) and 168(b)(1) of the Internal Revenue Code of 1986, as amended ("Code"), and accelerated depreciation deductions under applicable state law ("Depreciation Deductions"). Accordingly, Lessee makes the following representations, warranties and covenants: (i) at the time Lessee accepts the Equipment pursuant to Section 3 of the Agreement, the Equipment will have been "placed in service" within the meaning of Sections 167 and 168 of the Code, (ii) the Stipulated Loss Value Amount set forth on the first page of this Schedule shall qualify for Recovery Deductions and Depreciation Deductions (with the exception of any items that are excluded by specific language on the first page of this Schedule and any increase in the Stipulated Loss Value Amount that is attributable to any accrued interest under a Financing Agreement) (iii) neither Lessee, any of its affiliates, nor any of its successors, sublessees or assigns was, is, or will become a tax-exempt entity described in Section 168(h)(2) of the Code at any time during the Term of this Schedule or the five (5) years preceding the Commencement Date and (iv) at no time during the Term of this Schedule will Lessee (or any of its successors, sublessees or assigns) take any action or fail to take any action (whether or not such act or omission is otherwise required by the Agreement) that results in a loss, reduction, deferral, recapture or other unavailability to Lessor of any part of the Recovery Deductions or Depreciation Deductions. If, because of a breach of this Section 3(a), Recovery Deductions or Depreciation Deductions are lost, reduced, deferred, recaptured or otherwise made unavailable to Lessor (a "Tax Loss"), Lessee shall, upon demand by Lessor, promptly pay damages to Lessor. The amount of such damages shall be the amount necessary to provide Lessor with a Net Economic Return (as defined in Section 3(b) below) equal to the net Economic Return that Lessor would have realized if it had not suffered a Tax Loss. A loss or damage to the Equipment will constitute a breach of this Section 3(a) if it does not result in the payment of the Lessor's Return described in Section 12 of the Agreement.

(b) Any damages required by Section 3(a) above shall be in the amount necessary to provide Lessor a net after-tax yield, net after-tax cash flow and net after-tax book earnings ("Net Economic Return") equal to the net Economic Return Lessor would have realized with respect to the transaction contemplated by this Schedule if a Tax Loss had not occurred, assuming Lessee would fulfill all of its obligations hereunder, and shall be based upon the same assumptions and pricing analysis used by Lessor in determining the amount of the periodic Rental Payment then in effect. Without limiting the generality of the foregoing, it shall be irrefutably presumed that all income of Lessor for any year is subject to tax at the highest then applicable federal income tax rate generally applicable to corporations, and that Lessor has sufficient taxable income to offset all deductions arising hereunder.

(c) With respect to any damages or adjustments calculated by Lessor as set forth above ("Calculation Amount"), at the request and expense of Lessee, Lessor shall submit the assumptions and calculations underlying any such Calculation Amount to Lessor's independent certified public accountants for verification of the maintenance of Lessor's Net Economic Return. Such accountants' determination that the Calculation Amount does or does not maintain Lessor's Net Economic Return (and, in the case of the latter, such accountants' determination of the adjusted amount that would so maintain such Net Economic Return) shall be binding upon Lessor and Lessee. Lessee agrees that any information provided to such accountants by Lessor constitutes private, proprietary and confidential property of Lessor and that no person other than Lessor and such accountants shall be entitled to access thereto.

4 SECURITY INTEREST

If the Fair Market Value Purchase Option and Fair Rental Value Renewal Option has been selected, Lessor and Lessee intend the transaction described in this Schedule to be a true lease, and Lessee hereby authorized Lessor to file a financing statement to give public notice of Lessor's ownership of the Equipment. If such transaction is deemed by a court of competent jurisdiction to be a lease intended for security, Lessee grants Lessor and its assigns a purchase money security interest in the Equipment and in all attachments, accessories, additions, substitutions, products, replacements, rentals and proceeds (including insurance proceeds) therefrom as well as a security interest in any other Equipment financed pursuant to the Agreement or any other agreement between Lessor and Lessee (collectively, "Collateral"). Lessee shall execute and timely deliver to Lessor financing statements or any other documents Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral. Lessor or Lessor's agent may file as a financing statement any lease document (or copy thereof, where permitted by law) Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral. If Lessee fails to execute any such document, Lessor or Lessor's agent is hereby authorized to file any of the foregoing signed only by Lessor or Lessor's agent.

There shall be three (3) signed Counterparts of this Schedule. To the extent that this Schedule constitutes chattel paper (as that term is defined in the UCC), a security interest may only be created in and perfected by possession of one Counterpart marked 'Original', all other Counterparts shall be duplicates.

5 SOFTWARE

Lessee and Lessor acknowledge that the Equipment on a Schedule may include certain software ("Software") in which Lessor and Lessee have no ownership or other proprietary rights. Where required by the Software owner or manufacturer, Lessee shall enter into a license or other agreement for the use of the Software. Any Software agreement shall be separate and distinct from the Agreement and any Schedule, and Lessor shall not have any rights or obligations thereunder unless otherwise agreed. In the event the Rent on a Schedule includes an amount attributable to the financing by Lessor of Lessee's fee for use of the Software, Lessee agrees that such amounts shall be deemed Rent hereunder.

6 FINANCING OF ADDITIONS

If Lessee intends to finance any addition or technical modification to the Equipment, Lessee shall, in writing, provide Lessor with the terms under which it hopes to obtain the financing. If Lessor does not, within 20 days after receiving Lessee's request, offer to finance the addition upon the terms requested by Lessee, Lessee may obtain offers from third parties and shall notify Lessor of the details of any third party financing offer Lessee would like to accept (Third Party Offer). If Lessor has not made a financing offer to Lessee on terms substantially similar to the Third Party Offer within 10 days of receiving Lessee's notice, Lessee may accept the Third Party Offer unless: (a) the aggregate cost to Lessee of obtaining financing from the Third Party Offer is greater than the aggregate cost under Lessor's financing offer; (b) the Third Party Offer would create a security interest in, or a lien on, the Equipment; or (c) the addition is not otherwise permitted under this Agreement.

7 MAINTENANCE CERTIFICATION

The Equipment must be deinstalled by the manufacturer, qualified for the manufacturer's maintenance agreement and be returned to Lessor within one week of deinstallation. In the event of a delay in returning the Equipment to Lessor, Lessee shall provide Lessor with a manufacturer's maintenance certification valid for the entire certification period.

8 FACSIMILE COPIES

Lessee hereby agrees and acknowledges that (a) in any hearing, trial or proceeding of any nature with respect to this Schedule, Lessor may produce a facsimile copy of this document rather than the original copy thereof and that such facsimile copy shall be deemed to be the original, and (b) it has received and reviewed all of the pages of this Schedule and that none of its provisions are missing or illegible.

EXHIBIT A
TO EQUIPMENT SCHEDULE NO. 002
OXFORD AUTOMOTIVE, INC.

<u>Product</u>	<u>Description</u>	<u>Qty</u>
<u>Cisco Systems Hardware:</u>		
WS-C3550-12G	10 GBIC PORTS AND 2-10/100/1000BASE-T PORTS	1
WS-C2950SX-24	24 10/100 PORTS W/2 1000BASE-SX PORTS, STANDARD IMAGE ONLY	8
WS-G5484	1000BASE-SX SHORT WAVELENGTH GBIC (MULTIMODE ONLY)	8
WS-X35000-XL	GIGASTACK STACKING GBIC AND 50CM CABLE	4
WS-C2950G-48-E1	CATALYST 2950, 48 10/100 WITH 2GBIC SLOTS, ENHANCED IMAGE	2
CAB-MTRJ-SC-MM-1M	NETWORK CABLE-MT-RJ (M) – SC (M)-3 3 FT – FIBER OPTIC	16
<u>Maintenance</u>		
CON-SNT-C3550-12G	ONE YEAR MAINTENANCE FOR WS- C3550-12G	3
CON-SNT-C2950S24	ONE YEAR MAINTENANCE FOR WS- C2950SX-24	24
CON-SNT-C2950G48	ONE YEAR MAINTENANCE FOR WS- C2950G-48-E1	6



MASTER EQUIPMENT LEASE AGREEMENT STIPULATED LOSS VALUES

SLV
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LESSEE	OXFORD AUTOMOTIVE, INC	LESSOR	CIT TECHNOLOGIES CORPORATION, d/b/a CIT SYSTEMS LEASING
Street Address	1250 Stephenson Highway	Address	2285 Franklin Road Bloomfield Hills, MI 48302
City/State/Zip	Troy, MI 48083	Lease Number	Schedule Number 002

The Stipulated Loss Value of the Equipment on the above referenced Master Equipment Lease Agreement Schedule shall be determined by multiplying the applicable Stipulated Loss Value Percentage (stated below) as of the due date of the last Rental Payment due immediately prior to the date of the Loss or the Event of Default, as applicable, by the Stipulated Loss Value Amount

<u>Rental Period</u>	<u>Stipulated Loss Value Percentage</u>	<u>Rental Period</u>	<u>Stipulated Loss Value Percentage</u>
1	110 20	31	79 60
2	109 18	32	78 58
3	108 16	33	77 56
4	107 14	34	76 54
5	106 12	35	75 52
6	105 10	36	74 50
7	104 02	37	73 48
8	103 06	38	72 46
9	102 04	39	71 44
10	101 02	40	70 42
11	100 00	41	69 40
12	98 98	42	68 38
13	97 96	43	67 36
14	96 94	44	66 34
15	95 92	45	65 32
16	94 90	46	64 30
17	93 88	47	63 28
18	92 86	48	62 26
19	91 84	49	61 24
20	90 82	50	60 22
21	89 80	51	59 20
22	88 78	52	58 18
23	87 76	53	57 16
24	86 74	54	56 14
25	85 72	55	55 12
26	84 70	56	54 10
27	83 68	57	53 08
28	82 66	58	52 06
29	81 64	59	51 04
30	80 62	60	50 02

Lessee Initials

Lessor Initials


 Com. Cert
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**MASTER EQUIPMENT LEASE AGREEMENT
COMMENCEMENT CERTIFICATE**

LESSEE	OXFORD AUTOMOTIVE, INC	LESSOR	CIT TECHNOLOGIES CORPORATION, d/b/a CIT SYSTEMS LEASING
Street Address	1250 Stephenson Highway	Address	2285 Franklin Road Bloomfield Hills, MI 48302
City/State/Zip	Troy, MI 48083	Lease Number	

SCHEDULE NO 002 WHICH INCORPORATES BY REFERENCE MASTER EQUIPMENT LEASE AGREEMENT

DATED APRIL 23, 2003 BETWEEN LESSOR AND LESSEE

Capitalized terms used herein which are not otherwise defined herein shall have the meanings ascribed to them in the Master Equipment Lease Agreement between the parties hereto (the Agreement) identified above

In accordance with the terms and provisions of the Agreement and the Schedule identified by the Schedule Number specified above the Lessee hereby certifies and states that (a) all Equipment listed in the above referenced Schedule, as amended through the date hereof (Equipment), has been delivered and fully installed, (b) Lessee has inspected the Equipment, and all testing as it deems necessary has been

performed by Lessee the manufacturer or Seller (c) Lessee accepts the Equipment for all purposes of the Agreement, the Purchase Documents and all related documents (d) on the date hereof or five (5) days after delivery if delay in installation has been caused by Lessee the Equipment has become for the first time operational and available to be placed in service for its specifically assigned function, (e) any insurance policies required by Section 7 of the Agreement have been obtained and are in full force and effect and (f) the Equipment is located at the Equipment Location specified in the Schedule (and such location is also set forth below)

Address for Billing (if different from above) Oxford Automotive
850 Stephenson Highway
Troy MI 48083
Attn Lucia Bruss

Equipment Location Oxford Automotive
7151 Jefferson Metroparkway
McCalla, AL 35111

COMMENCEMENT DATE

February 1, 2004

OXFORD AUTOMOTIVE, INC

Lessee

BY


(Lessee Authorized Signature)


(Type/Print Name and Title)

LEASELINE SUMMARY DATED OCTOBER 28, 2004
TO LEASELINE SCHEDULE NO 003
DATED APRIL 7, 2004
UNDER MASTER EQUIPMENT LEASE AGREEMENT DATED APRIL 23, 2003
AND LEASELINE RIDER DATED APRIL 7, 2004
BETWEEN
CIT TECHNOLOGIES CORPORATION, d/b/a CIT SYSTEMS LEASING (Lessor)
AND
OXFORD AUTOMOTIVE, INC (Lessee)

Lessor and Lessee hereby agree to amend Leaseline Schedule No 003 as follows

- 1 The Stipulated Loss Value Amount for Hardware shall be \$262,387 00 and the Quarterly Rental Payment for Hardware shall be \$22,436 73 ($\$262,387\ 00\ (\text{cost}) \times 08551\ (\text{LRF}) = \$22,436\ 73$)
- 2 Interim Rent shall be \$12,767 12
- 3 The 1st Quarterly Rental Payment shall be \$32,203 85
- 4 The Equipment Description shall be as listed on Exhibit A

All other terms and conditions of Leaseline Schedule No 003 shall remain the same

Effective October 28, 2004

OXFORD AUTOMOTIVE, INC

CIT TECHNOLOGIES CORPORATION,
d/b/a CIT SYSTEMS LEASING

BY _____

BY _____

NAME _____

NAME _____

TITLE _____

TITLE _____

DATE _____

DATE _____

EXHIBIT A
TO LEASELINE SCHEDULE NO 003

DATED APRIL 7, 2004

UNDER MASTER EQUIPMENT LEASE AGREEMENT DATED APRIL 23, 2003
AND LEASELINE RIDER DATED APRIL 7, 2004

BETWEEN
CIT TECHNOLOGIES CORPORATION,
d/b/a CIT SYSTEMS LEASING (Lessor)
AND
OXFORD AUTOMOTIVE, INC (Lessee)

<u>VENDOR</u>	<u>INVOICE NO.</u>	<u>QTY</u>	<u>EQUIPMENT</u>	<u>SERIAL NO.</u>
X THOMPSON TRACTOR CO, INC	M7583601	1	<p>MITSUBISHI MODEL FGC25K-LP-EPA WITH 200" TRIPLEX MAST SIDESHIFTER, NONMARKING SMOOTH TIRES, 48" PALLET FORKS, B/U ALARM, LP TANK, STROBE LIGHT, WIDE STANCE DRIVE WHEELS INTERNAL HOUSING</p>	AF82E00491
THOMPSON TRACTOR CO, INC	M7568601	2	<p>MITSUBISHI MODEL FGC25K-LP-EPA WITH 200" TRIPLEX MAST SIDESHIFTER, NONMARKING SMOOTH TIRES, 48" PALLET FORKS, B/U ALARM, LP TANK, STROBE LIGHT, WIDE STANCE DRIVE WHEELS, INTERNAL HOUSING</p>	AF82E00605, AF82E00606
THOMPSON TRACTOR CO, INC	M7553201	3	<p>MITSUBISHI FGC25K-LPS WITH 200" TRIPLEX MAST SIDESHIFTER, NONMARKING SMOOTH TIRES, 48" PALLET FORKS, B/U ALARM, STROBE LIGHT, LP TANK, WIDE STANCE DRIVE WHEELS, INTERNAL HOUSING</p>	AF82E00499, AF82E00500, AF82E00501
THOMPSON TRACTOR CO, INC	M7629801	1	<p>MITSUBISHI MODEL FGC55K WITH 132" SIMPLEX MAST 4-WAY HYDRAULICS, NON-MARKING TIRES, DUAL INTERNAL HOUSING, B/U ALARM, STROBE LIGHT, LP TANK</p>	AF88A00030
X THOMPSON TRACTOR CO, INC	M7578901	1	<p>CASCADE MODEL 120C SIDESHIFTING HOLD DOWN STABILIZER W/TILT CONTROL</p>	411271
THOMPSON TRACTOR CO, INC	M7558901	2	<p>CATERPILLAR MODEL FGC30K WITH 186" TRIPLEX MAST SIDESHIFTER, INTERNAL HOUSING, NON-MARKING TIRES, 54" FORKS, B/U ALARM, STROBE LIGHT, LP TANK, WIDE DRIVE AXLE MITSUBISHI MODEL FGC25K-LP-EPA WITH 200" TRIPLEX MAST</p>	AF83E00108, AF83E00109
THOMPSON TRACTOR CO, INC	M7513401	2	<p>SIDESHIFTER, NONMARKING SMOOTH TIRES, 48" PALLET FORKS, B/U ALARM, LP TANK, STROBE LIGHT, WIDE STANCE DRIVE WHEELS INTERNAL HOUSING</p>	AF82E00502, AF82E00498
THOMPSON TRACTOR CO, INC	M7589701	1	<p>EZ-GO MODEL 835E ELECTRIC MAINTENANCE CARTS CATERPILLAR MODEL FGC30K WITH 186" TRIPLEX MAST SIDESHIFTER, INTERNAL HOUSING, NON-MARKING TIRES, 54" FORKS, B/U ALARM, STROBE LIGHT, LP TANK, WIDE DRIVE AXLE</p>	2217667, 2217690 AF83E00112

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CIT SYSTEMS LEASING

PAGE 02/04

AMENDMENT NO 1 DATED July 29, 2004
TO EQUIPMENT SCHEDULE NO LL-003
DATED April 7, 2004
UNDER MASTER LEASE DATED APRIL 23, 2003
BETWEEN
CIT TECHNOLOGIES CORPORATION, d/b/a CIT SYSTEMS LEASING (Lessor)
AND
OXFORD AUTOMOTIVE, INC. (Lessee)


Lessor and Lessee hereby agree to amend Equipment Schedule No LL-003 as follows:

- 1 The First Rental Payment Due Date referred to in Schedule LL-03 is changed from July 1, 2004 to October 1, 2004
- 2 The Acquisition Period referred to in Schedule LL-03 is changed from three (3) months to five (5) months

All other terms and conditions of Equipment Schedule No LL-03 shall remain the same

Effective: June 7, 2004

OXFORD AUTOMOTIVE, INC

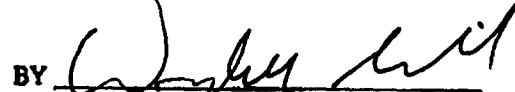
BY 

NAME LEE A. HEISE

TITLE FACILITIES & MAINTENANCE MANAGER

DATE JULY 29, 2004

CIT TECHNOLOGIES CORPORATION,
d/b/a CIT SYSTEMS LEASING

BY 

NAME WENDELL A. LOGHBILER

TITLE VICE PRESIDENT OF MARKETING SUPPORT

DATE 7-30-04



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MELA IV LL Sched (9/00)

MASTER EQUIPMENT LEASE AGREEMENT LEASELINE SCHEDULE DATED APRIL 7, 2004

LESSEE	OXFORD AUTOMOTIVE, INC	LESSOR	CIT TECHNOLOGIES CORPORATION, d/b/a CIT SYSTEMS LEASING
Street Address	1250 Stephenson Highway	Address	2285 Franklin Road, Second Floor Bloomfield Hills, MI 48302
City/State/Zip	Troy, MI 48083	Lease Number	1544

SCHEDULE NO LL-003 WHICH INCORPORATES BY REFERENCE MASTER EQUIPMENT LEASE AGREEMENT

DATED April 23, 2003 BETWEEN LESSOR AND LESSEE

SELLER To be specified by Lessee in the Commencement Certificate

Acquisition Period	Leaseline Maximum	Lease Rate Factor	Stipulated Loss Value Amount	Rental Payment
	\$314,511.00	Hardware 0.08551 Software 0.08551		
The three (3) months preceding the First Rental Payment Due Date	Lessor shall not be obligated to purchase an item from Seller or lease it to Lessee if its cost when aggregated with the cost of all other items would exceed the Leaseline Maximum	The Hardware Lease Rate Factor applies only to Tier 1 Manufacturers and Approved Manufacturers Current (n) Technology System Components. The Software Lease Rate Factor applies to all other items including without limitation Software Services, and Accessories	Lessor's actual cost of the item	An item's Stipulated Loss Value Amount multiplied by its Lease Rate Factor

Initial Term The Lease Term for each leased item commences on the Commencement Date and continues for 36 months after the First Rental Payment Due Date

Equipment Location Oxford Automotive
7000 Jefferson Metropolitan Parkway
McCall's AL 35111

Special Terms YES ☒ (See Special Terms attached) NO ☐

Option Lessee selects a fair market value purchase option and a fair rental value renewal option YES ☒ NO ☐

THE TERMS AND CONDITIONS OF THE FOREGOING OPTION AND OTHER IMPORTANT PROVISIONS ARE SET FORTH IN THIS SCHEDULE

THIS IS A LEASELINE SCHEDULE. THE TERMS AND CONDITIONS OF THE LEASELINE RIDER APPLY TO THIS SCHEDULE.

Advance Rent \$N/A (Months N/A)

Lessee shall pay Lessor Advance Rent (if specified above) for the Equipment promptly after execution of this Schedule. Advance Rent shall be credited to Lessee's first Rental Payment hereunder, and any excess Advance Rent shall be credited to Lessee's final Rental Payment(s).

Rental Payment The aggregate for all items of each item's Stipulated Loss Value Amount multiplied by its Lease Rate Factor.

The First Rental Payment shall consist of the sum of the following: one (1) Rental Payment Advance Rent (if any) an amount equal to 1/90th of the Rental Payment multiplied by the number of days from and including the Commencement Date for an item to but excluding the First Rental Payment Due Date.

First Rental Payment Due Date July 1, 2004

Subsequent Rental Payment Due Date The first day of each quarter

Latest Commencement Date The First Rental Payment Due Date

THIS SCHEDULE SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE MASTER EQUIPMENT LEASE AGREEMENT REFERENCED ABOVE (AGREEMENT) BY AND BETWEEN LESSEE AS LESSEE, AND LESSOR OR THE CIT GROUP, INC. OR ANY AFFILIATE OR SUBSIDIARY THEREOF AS LESSOR, AND THE TERMS AND CONDITIONS SET FORTH HEREIN PURSUANT TO SUCH TERMS AND CONDITIONS (WHICH LESSEE ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS) LESSEE AGREES TO LEASE FROM LESSOR (AS SPECIFIED BELOW) AND LESSOR AGREES TO LEASE TO LESSEE THE ABOVE REFERENCED EQUIPMENT. IT IS FURTHER UNDERSTOOD AND AGREED THAT THE TERMS AND CONDITIONS OF THIS SCHEDULE MAY BE DIFFERENT FROM THE TERMS AND CONDITIONS OF PRIOR SCHEDULES TO THE EXTENT PERMITTED BY APPLICABLE LAW. LESSEE WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UCC AND ANY RIGHTS NOW OR HEREAFTER CONFERRED BY STATUTE OR OTHERWISE THAT MAY LIMIT OR MODIFY THE LESSOR'S RIGHTS AS DESCRIBED IN THE AGREEMENT. THIS SCHEDULE OR ANY OTHER FUNDAMENTAL AGREEMENT (AS DEFINED IN THE AGREEMENT).

THIS SCHEDULE, THE MASTER EQUIPMENT LEASE AGREEMENT REFERENCED ABOVE (AGREEMENT) AND ALL OTHER FUNDAMENTAL AGREEMENTS (AS DEFINED IN THE AGREEMENT) EXECUTED BY BOTH LESSOR AND LESSEE CONSTITUTE THE ENTIRE AGREEMENT BETWEEN LESSOR AND LESSEE RELATING TO THE LEASING OF THE ABOVE REFERENCED EQUIPMENT AND SUPERSEDE ALL PRIOR AGREEMENTS RELATING THERETO, WHETHER WRITTEN OR ORAL, AND MAY NOT BE AMENDED OR MODIFIED EXCEPT IN A WRITING SIGNED BY THE PARTIES HERETO.

OXFORD AUTOMOTIVE, INC
Lessee

By _____

(Lessee Authorized Signature)

Robert R. KENNEDY - VP TRANSPORT
(Type/Print Name and Title)

Date _____

CIT TECHNOLOGIES CORPORATION,
d/b/a CIT SYSTEMS LEASING
Lessor

By _____

MANAGER, CONTRACTS & FUNDING

(Type/Print Name and Title)

Date _____

ORIGINAL

The terms and conditions shall apply to the Fair Market Value Purchase Option and Fair Rental Value Renewal Option on the first page of this Schedule, provided, however, that if Lessee selects this option, the Tax Indemnity provision set forth in Section 3 below shall apply to this Schedule

Capitalized terms used in this Schedule that are not otherwise defined herein shall have the meanings ascribed to them in the Master Equipment Lease Agreement ("Agreement") identified on the first page of this Schedule. The terms and conditions of this Schedule shall prevail over any conflicting or inconsistent terms and conditions in the Agreement and/or any amendments thereto entered into prior to the execution of this Schedule

1 FAIR MARKET VALUE PURCHASE AND RENEWAL OPTIONS

(a) If this option has been selected, no Event of Default exists, no event has occurred and is continuing which with notice or the lapse of time, or both, would constitute an Event of Default, and Lessee delivers to Lessor an irrevocable written election notice at least ninety (90) days prior to the expiration of the Applicable Term, Lessee shall have the following purchase and renewal options: (i) Lessee may purchase all (but not less than all) of the Equipment at the end of the Applicable Term at Fair Market Value (as defined below), or (ii) Lessee may renew this Schedule for a Renewal Term of not less than twelve (12) months to be agreed upon by Lessor and Lessee at Fair Rental Value (as defined below), provided, however, that the foregoing renewal option may not be exercised if Lessor reasonably determines that there has been a material adverse change in Lessee's business or financial condition since the Commencement Date, and provided further, that if Lessee decides not to purchase the Equipment or renew this Schedule at the end of the Applicable Term, it shall provide Lessor with irrevocable written notice thereof at least ninety (90) days prior to the expiration of the Applicable Term and return the Equipment to Lessor in accordance with Section 17 of the Agreement

(b) If Lessee elects to purchase the Equipment, it shall pay Lessor the Fair Market Value amount prior to the expiration of the Applicable Term, and Lessee shall make all other payments required hereunder during the remaining Term of this Schedule. If Lessee elects to renew this Schedule, Lessee and Lessor shall enter into a supplement to this Schedule to confirm the applicable Fair Rental Value amount and the length of the applicable Renewal Term

(c) Should Lessee fail to: (i) provide Lessor with the ninety (90) day notice required above, or (ii) pay Lessor the Fair Market Value amount as specified above, or (iii) return the Equipment to Lessor in accordance with Section 17 of the Agreement, the Applicable Term shall be extended for successive ninety (90) day periods until Lessee returns the Equipment to Lessor in accordance with Section 17 of the Agreement, or Lessor terminates this Schedule by ten (10) days' written notice to Lessee. In the event this Schedule is extended pursuant to the preceding sentence, Lessee shall continue to pay Lessor either the periodic Rental Payments in effect prior to the expiration of the Applicable Term, or the Fair Rental Value (as defined below), whichever is greater, and all other provisions of the Agreement and this Schedule (including Lessee's purchase and renewal options value) shall continue to apply

(d) Fair Rental Value and Fair Market Value for the Equipment shall be determined by agreement of Lessor and Lessee, or, at Lessee's sole expense, by an independent appraiser selected by Lessor. Fair Rental Value means the periodic amount which would be payable for the Equipment in an arm's length transaction between an informed and willing Lessee and an informed and willing Lessor, neither under compulsion to lease. Fair Market Value means the total price that would be paid for the Equipment in an arm's length transaction between an informed and willing buyer (other than a used equipment dealer) under no compulsion to buy and an informed and willing seller under no compulsion to sell. In determining Fair Rental Value or Fair Market Value, the costs of removing the Equipment from the Equipment Location and moving it to a new location shall not be deducted from its value

(e) If Lessee elects to purchase the Equipment, and has completely fulfilled the terms and conditions of the Agreement and this Section 1, then on the last day of the Applicable Term: (i) this Schedule shall terminate and, except as provided in Section 24 of the Agreement, Lessee shall be relieved of all obligations under this Schedule, and (ii) Lessee shall be entitled to Lessor's interest in the Equipment "AS IS, WHERE IS," and without any warranty, express or implied from Lessor, other than the absence of any liens by, through or under Lessor

2 STIPULATED LOSS VALUE

For purposes of this Schedule, the Stipulated Loss Value of the Equipment shall be determined by multiplying the applicable Stipulated Loss Value Percentage (as specified in the SLV Table that is incorporated herein by reference by the listing thereon of the Lease Number and Schedule Number specified on the front of this Schedule) as of the due date of the last Rental Payment due immediately prior to the date of the Loss or the Event of Default, as applicable, by the Stipulated Loss Value Amount set forth on the first page of this Schedule

ORIGINAL

3 TAX INDEMNITY

(a) If the Fair Market Value Purchase Option and Fair Rental Value Renewal Option has been selected, Lessor intends to take accelerated cost recovery deductions ("Recovery Deductions") under Sections 167(a) and 168(b)(1) of the Internal Revenue Code of 1986, as amended ("Code"), and accelerated depreciation deductions under applicable state law ("Depreciation Deductions") Accordingly, Lessee makes the following representations, warranties and covenants (i) at the time Lessee accepts the Equipment pursuant to Section 3 of the Agreement, the Equipment will have been "placed in service" within the meaning of Sections 167 and 168 of the Code, (ii) the Stipulated Loss Value Amount set forth on the first page of this Schedule shall qualify for Recovery Deductions and Depreciation Deductions (with the exception of any items that are excluded by specific language on the first page of this Schedule and any increase in the Stipulated Loss Value Amount that is attributable to any accrued interest under a Financing Agreement), (iii) neither Lessee, any of its affiliates, nor any of its successors, sublessees or assigns was, is, or will become a tax-exempt entity described in Section 168(h)(2) of the Code at any time during the Term of this Schedule or the five (5) years preceding the Commencement Date, and (iv) at no time during the Term of this Schedule will Lessee (or any of its successors, sublessees or assigns) take any action or fail to take any action (whether or not such act or omission is otherwise required by the Agreement) that results in a loss, reduction, deferral, recapture or other unavailability to Lessor of any part of the Recovery Deductions or Depreciation Deductions If, because of a breach of this Section 3(a), Recovery Deductions or Depreciation Deductions are lost, reduced, deferred, recaptured or otherwise made unavailable to Lessor (a "Tax Loss"), Lessee shall, upon demand by Lessor, promptly pay damages to Lessor The amount of such damages shall be the amount necessary to provide Lessor with a Net Economic Return (as defined in Section 3(b) below) equal to the net Economic Return that Lessor would have realized if it had not suffered a Tax Loss A loss or damage to the Equipment will constitute a breach of this Section 3(a) if it does not result in the payment of the Lessor's Return described in Section 12 of the Agreement

(b) Any damages required by Section 3(a) above shall be in the amount necessary to provide Lessor a net after-tax yield, net after-tax cash flow and net after-tax book earnings ("Net Economic Return") equal to the net Economic Return Lessor would have realized with respect to the transaction contemplated by this Schedule if a Tax Loss had not occurred, assuming Lessee would fulfill all of its obligations hereunder, and shall be based upon the same assumptions and pricing analysis used by Lessor in determining the amount of the periodic Rental Payment then in effect Without limiting the generality of the foregoing, it shall be irrefutably presumed that all income of Lessor for any year is subject to tax at the highest then applicable federal income tax rate generally applicable to corporations, and that Lessor has sufficient taxable income to offset all deductions arising hereunder

(c) With respect to any damages or adjustments calculated by Lessor as set forth above ("Calculation Amount"), at the request and expense of Lessee, Lessor shall submit the assumptions and calculations underlying any such Calculation Amount to Lessor's independent certified public accountants for verification of the maintenance of Lessor's Net Economic Return Such accountants' determination that the Calculation Amount does or does not maintain Lessor's Net Economic Return (and, in the case of the latter, such accountants' determination of the adjusted amount that would so maintain such Net Economic Return), shall be binding upon Lessor and Lessee Lessee agrees that any information provided to such accountants by Lessor constitutes private, proprietary and confidential property of Lessor, and that no person other than Lessor and such accountants shall be entitled to access thereto

4 SECURITY INTEREST

If the Fair Market Value Purchase Option and Fair Rental Value Renewal Option has been selected, Lessor and Lessee intend the transaction described in this Schedule to be a true lease, and Lessee hereby authorized Lessor to file a financing statement to give public notice of Lessor's ownership of the Equipment If such transaction is deemed by a court of competent jurisdiction to be a lease intended for security, Lessee grants Lessor and its assigns a purchase money security interest in the Equipment and in all attachments, accessories, additions, substitutions, products, replacements, rentals and proceeds (including insurance proceeds) therefrom as well as a security interest in any other Equipment financed pursuant to the Agreement or any other agreement between Lessor and Lessee (collectively, "Collateral") Lessee shall execute and timely deliver to Lessor financing statements or any other documents Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral Lessor or Lessor's agent may file as a financing statement any lease document (or copy thereof, where permitted by law) Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral If Lessee fails to execute any such document, Lessor or Lessor's agent is hereby authorized to file any of the foregoing signed only by Lessor or Lessor's agent

There shall be three (3) signed Counterparts of this Schedule To the extent that this Schedule constitutes chattel paper (as that term is defined in the UCC), a security interest may only be created in, and perfected by possession of, one Counterpart marked "Original", all other Counterparts shall be duplicates

ORIGINAL

5 SOFTWARE

Lessee and Lessor acknowledge that the Equipment on a Schedule may include certain software ("Software") in which Lessor and Lessee have no ownership or other proprietary rights. Where required by the Software owner or manufacturer, Lessee shall enter into a license or other agreement for the use of the Software. Any Software agreement shall be separate and distinct from the Agreement and any Schedule, and Lessor shall not have any rights or obligations thereunder unless otherwise agreed. In the event the Rent on a Schedule includes an amount attributable to the financing by Lessor of Lessee's fee for use of the Software, Lessee agrees that such amounts shall be deemed Rent hereunder.

6 FINANCING OF ADDITIONS

If Lessee intends to finance any addition or technical modification to the Equipment, Lessee shall, in writing, provide Lessor with the terms under which it hopes to obtain the financing. If Lessor does not, within 20 days after receiving Lessee's request, offer to finance the addition upon the terms requested by Lessee, Lessee may obtain offers from third parties and shall notify Lessor of the details of any third party financing offer Lessee would like to accept (Third Party Offer). If Lessor has not made a financing offer to Lessee on terms substantially similar to the Third Party Offer within 10 days of receiving Lessee's notice, Lessee may accept the Third Party Offer unless (a) the aggregate cost to Lessee of obtaining financing from the Third Party Offer is greater than the aggregate cost under Lessor's financing offer, (b) the Third Party Offer would create a security interest in, or a lien on, the Equipment, or (c) the addition is not otherwise permitted under this Agreement.

7 MAINTENANCE CERTIFICATION

The Equipment must be deinstalled by the manufacturer, qualified for the manufacturer's maintenance agreement and be returned to Lessor within one week of deinstallation. In the event of a delay in returning the Equipment to Lessor, Lessee shall provide Lessor with a manufacturer's maintenance certification valid for the entire certification period.

8 FACSIMILE COPIES

Lessee hereby agrees and acknowledges that (a) in any hearing, trial or proceeding of any nature with respect to this Schedule, Lessor may produce a facsimile copy of this document rather than the original copy thereof and that such facsimile copy shall be deemed to be the original, and (b) it has received and reviewed all of the pages of this Schedule and that none of its provisions are missing or illegible.



ATTACHMENT A

ORIGINAL

SPEC TRM
100

MASTER EQUIPMENT LEASE AGREEMENT SPECIAL TERMS

LESSEE	OXFORD AUTOMOTIVE, INC	LESSOR	CIT TECHNOLOGIES CORPORATION, d/b/a CIT SYSTEMS LEASING
Street Address	1250 Stephenson Highway	Address	2285 Franklin Road Bloomfield Hills, MI 48302
City/State/Zip	Troy, MI 48083	Lease Number	1544
		Schedule Number	LL-003

The following Special Terms are incorporated in and hereby made a part of the above referenced Master Equipment Lease Agreement Schedule

1 If Lessee's use of any Equipment exceeds 2500 running hours per year, Lessee shall pay an additional Lease Payment equal to \$2.50 per hour of excess use per year. Lessee will in no event subject any Equipment to abrasive, corrosive or other abnormal working conditions without Lessor's prior written consent.

2 Upon the expiration or termination of the term of this Agreement, Lessee will promptly, at its own cost and expense, cause all Equipment to be returned to Lessor in the same condition as when leased to Lessee, reasonable wear and tear expected, which shall at a minimum require that the Equipment (a) start and idle under its own power, (b) not leak oil, hydraulic oil, coolant or fuel in excess of such leakage, if any, which would occur during the reasonable operation of the Equipment, (c) move through its normal speed ranges in both forward and reverse, (d) steer normally right and left in both forward and reverse, (e) stop safely with its service brakes in both forward and reverse, (f) lift, lower and tilt to its full capacity and range, and (g) be otherwise in complete and running condition with no missing or damaged components or parts.

3 With respect to tires, averaged over all tires the remaining wear life shall be minimum of 50% and there shall be no damage to any individual tire that precludes normal usage.

4 With respect to all batteries, all battery must be capable of maintaining not less than 90% of the rated voltage charge and amp hours as when originally delivered and originally specified by the manufacturer. With respect to the battery chargers, be capable of maintaining its rated charging capacity.

5 Notwithstanding anything to the contrary in the Agreement, in all instances where Lessee is returning Equipment to Lessor, Lessee shall return the Equipment in good and marketable condition and in good working order and repair without Lessor having to incur any expense to repair or rehabilitate the Equipment or otherwise bring the Equipment into such condition (Lessee shall be liable for all costs and expenses Lessor incurs to place the Equipment in such condition). If the Equipment is not returned in such condition and in Lessor's opinion cannot be economically placed in such condition, then the provisions of Section 12 of the Agreement, Risk of Loss, shall apply with the Equipment being deemed to have been completely lost.

6 Lessee and Lessor agree that the term and conditions of the PC Lease Line Rider dated April 23, 2003 shall apply to this Equipment Schedule No. LL-003.

OXFORD AUTOMOTIVE, INC

BY 
(Lessee Authorized Signature)

Robert R. Kean VP-Transport
(Type/Print Name)

(Title)

(Date)

CIT TECHNOLOGIES CORPORATION,
d/b/a CIT SYSTEMS LEASING

BY 
(Authorized Signature)

MARY E. RASMUSSEN
(Type/Print Name)
MANAGER, CONTRACTS & FUNDING

(Title)

(Date)

4/30/04



ORIGINAL

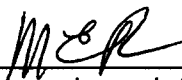
SLV
100**MASTER EQUIPMENT LEASE AGREEMENT
STIPULATED LOSS VALUES**

LESSEE	OXFORD AUTOMOTIVE, INC	LESSOR	CIT TECHNOLOGIES CORPORATION, d/b/a CIT SYSTEMS LEASING
Street Address	1250 Stephenson Highway	Address	2285 Franklin Road Bloomfield Hills, MI 48302
City/State/Zip	Troy, MI 48083	Lease Number	1544
		Schedule Number	LL-003

The Stipulated Loss Value of the Equipment on the above referenced Master Equipment Lease Agreement Schedule shall be determined by multiplying the applicable Stipulated Loss Value Percentage (stated below) as of the due date of the last Rental Payment due immediately prior to the date of the Loss or the Event of Default, as applicable, by the Stipulated Loss Value Amount

<u>Rental Period</u>	<u>Stipulated Loss Value Percentage</u>
1 and Prior	110 20
2	107 14
3	104 02
4	101 02
5	97 96
6	94 90
7	91 84
8	88 78
9	85 72
10	82 66
11	79 60
12	76 54
13	73 48
14	70 42
15	67 36



Lessee Initials

Lessor Initials

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

IN RE

OXFORD AUTOMOTIVE, INC , et al
Debtor

CASE NO 04-74377

EXHIBIT B
TO
PROOF OF CLAIM OF
CIT TECHNOLOGIES CORPORATION
CLAIM AS OF THE PETITION DATE OF
DECEMBER 7, 2004

CIT Technologies Corporation and Oxford Automotive, Inc entered into a Master Equipment Lease Agreement dated April 23, 2003 ("Master Lease"), and three separate Lease Agreement Equipment Schedules, each of which incorporate by reference the terms and conditions of the Master Lease, and each of which constitute separate and distinct contractual obligations CIT's claim is set forth separately below with respect to each Lease Agreement Equipment Schedule, but totaled on the face of the Proof of Claim

EQUIPMENT SCHEDULE NO 001

UNSECURED NONPRIORITY CLAIM \$112,928 (\$14,116 quarterly rent x 8 remaining quarters) plus Personal Property Taxes owed) if the equipment is returned on or before lease expiration of December 31, 2006, or if the equipment is not returned on or before the lease expiration an amount equal to the applicable Stipulated Loss Value (as set forth in the Equipment Schedule) of such Equipment plus all Rent accrued on such Equipment up to the date of payment

PRIORITY CLAIM \$[Amount Unknown] CIT intends to file a claim for payment of Administrative Rent for all payments which arise after the petition date, and which constitute an actual, necessary cost and expense of preserving the estate

EQUIPMENT SCHEDULE NO 002

UNSECURED NONPRIORITY CLAIM \$24,678 (\$2,742 quarterly rent x 9 remaining quarters) plus Personal Property Taxes owed) if the equipment is returned on or before lease expiration of March 31, 2007, or if the equipment is not returned on or before the lease expiration an amount equal to the applicable Stipulated Loss Value (as set forth in the Equipment Schedule) of such Equipment plus all Rent accrued on such Equipment up to the date of payment

PRIORITY CLAIM \$[Amount Unknown] CIT intends to file a claim for payment of Administrative Rent for all payments which arise after the petition date, and which constitute an actual, necessary cost and expense of preserving the estate

EQUIPMENT SCHEDULE NO 003

UNSECURED NONPRIORITY CLAIM \$246,804.03 (\$22,436.73 quarterly rent x 11 quarters) plus Personal Property Taxes owed) if the equipment is returned on or before lease expiration of September 30, 2007, or if the equipment is not returned on or before the lease expiration an amount equal to the applicable Stipulated Loss

Value (as set forth in the Equipment Schedule) of such Equipment plus all Rent accrued on such Equipment up to the date of payment

PRIORITY CLAIM \$[Amount Unknown] CIT intends to file a claim for payment of Administrative Rent for all payments which arise after the petition date, and which constitute an actual, necessary cost and expense of preserving the estate

CIT
Systems Leasing
2285 Franklin Road
P O Box 2017
Bloomfield Hills MI 48303 2017

Tel 248 253 9000
Fax 248 339 1590
www.cit.com



January 28, 2005

Oxford Automotive, Inc
c/o BMC Group
1330 East Franklin Ave
El Segundo, CA 90245

Re Oxford Automotive, Inc
Case No 04-74377

Dear Sir or Madam

Enclosed for filing, please find an original and two copies of the Proof of Claim for the subject matter. Please return two time-stamped copies to my attention in the envelope which I have provided.

If you have any questions or concerns, I may be reached at (248) 339-1602, and thank you for your anticipated cooperation.

Sincerely,

A handwritten signature in cursive script, reading "S. Lynn Stenback".

S Lynn Stenback
Vice President and Assistant General Counsel