IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	:	Chapter 11
Accuride Corporation,[1] ***et al.,***	:	Case No. 09-13449 (BLS)
Debtors.	:	

DISCLOSURE STATEMENT FOR THE THIRD AMENDED JOINT PLAN OF REORGANIZATION FOR ACCURIDE CORPORATION, et al.

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Dated: December 18, 2009

[1] The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: Accuride Corporation, a Delaware corporation (9077); Accuride Cuyahoga Falls, Inc., a Delaware corporation (9556); Accuride Distributing, LLC, a Delaware limited liability company (3124); Accuride EMI, LLC, a Delaware limited liability company (N/A); Accuride Erie L.P., a Delaware limited partnership (4862); Accuride Henderson Limited Liability Company, a Delaware limited liability company (8596); AKW General Partner L.L.C., a Delaware limited liability company (4861); AOT Inc., a Delaware corporation (3088); Bostrom Holdings, Inc., a Delaware corporation (9282); Bostrom Seating, Inc., a Delaware corporation (7179); Bostrom Specialty Seating, Inc., a Delaware corporation (4182); Brillion Iron Works, Inc., a Delaware corporation (6942); Erie Land Holding, Inc., a Delaware corporation (8018); Fabco Automotive Corporation, a Delaware corporation (9802); Gunite Corporation, a Delaware corporation (9803); Imperial Group Holding Corp. -I, a Delaware corporation (4007); Imperial Group Holding Corp. -2, a Delaware corporation (4009); Imperial Group, L.P., a Delaware limited partnership (4012); JAII Management Company, a Delaware corporation (N/A); Transportation Technologies Industries, Inc., a Delaware corporation (2791); and Truck Components Inc., a Delaware corporation (5407). The mailing address for Accuride Corporation is 7140 Office Circle, Evansville, Indiana 47715.

THE VOTING DEADLINE IS 5:00 P.M. PREVAILING EASTERN TIME ON JANUARY 29, 2010 (UNLESS THE DEBTORS EXTEND THE VOTING DEADLINE).

TO BE COUNTED AS A VOTE TO ACCEPT OR REJECT THE PLAN, THE VOTING AND CLAIMS AGENT MUST ACTUALLY RECEIVE YOUR BALLOT, PRE-VALIDATED BENEFICIAL HOLDER BALLOT OR MASTER BALLOT, AS APPLICABLE, ON OR BEFORE THE VOTING DEADLINE.

BENEFICIAL HOLDERS RECEIVING BENEFICIAL HOLDER BALLOTS THAT ARE NOT PRE-VALIDATED MUST RETURN SUCH BENEFICIAL HOLDER BALLOTS TO THEIR RESPECTIVE INTERMEDIARY RECORD OWNERS AS SOON AS POSSIBLE TO ALLOW SUFFICIENT TIME FOR INTERMEDIARY RECORD OWNERS TO VALIDATE AND INCLUDE THEIR VOTES ON A MASTER BALLOT AND RETURN SUCH MASTER BALLOTS TO THE VOTING AND CLAIMS AGENT ON OR BEFORE THE VOTING DEADLINE.

IMPORTANT INFORMATION FOR YOU TO READ

THE DEBTORS ARE PROVIDING THE INFORMATION IN THIS DISCLOSURE STATEMENT FOR THE PURPOSE OF SOLICITING VOTES TO ACCEPT THE PLAN. NOTHING IN THIS DISCLOSURE STATEMENT MAY BE RELIED UPON OR USED BY ANY ENTITY FOR ANY PURPOSE OTHER THAN TO DETERMINE HOW TO VOTE ON THE PLAN.

THIS DISCLOSURE STATEMENT WAS NOT FILED WITH THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE AUTHORITY AND NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE AUTHORITY HAVE PASSED UPON THE ACCURACY OR ADEQUACY OF THIS DISCLOSURE STATEMENT OR UPON THE MERITS OF THE PLAN.

THIS DISCLOSURE STATEMENT CONTAINS "FORWARD LOOKING STATEMENTS" WITHIN THE MEANING OF THE PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995. SUCH STATEMENTS CONSIST OF ANY STATEMENT OTHER THAN A RECITATION OF HISTORICAL FACT AND CAN BE IDENTIFIED BY THE USE OF FORWARD LOOKING TERMINOLOGY SUCH AS "MAY," "EXPECT," "ANTICIPATE," "ESTIMATE" OR "CONTINUE" OR THE NEGATIVE THEREOF OR OTHER VARIATIONS THEREON OR COMPARABLE TERMINOLOGY. THE READER IS CAUTIONED THAT ALL FORWARD LOOKING STATEMENTS ARE NECESSARILY SPECULATIVE AND THERE ARE CERTAIN RISKS AND UNCERTAINTIES THAT COULD CAUSE ACTUAL EVENTS OR RESULTS TO DIFFER MATERIALLY FROM THOSE REFERRED TO IN SUCH FORWARD LOOKING STATEMENTS. THE LIQUIDATION ANALYSIS, DISTRIBUTION PROJECTIONS AND OTHER INFORMATION CONTAINED HEREIN AND ATTACHED HERETO ARE ESTIMATES ONLY, AND THE TIMING AND AMOUNT OF ACTUAL DISTRIBUTIONS TO HOLDERS OF ALLOWED CLAIMS OR EQUITY INTERESTS MAY BE AFFECTED BY MANY FACTORS THAT CANNOT BE PREDICTED. THEREFORE, ANY ANALYSES, ESTIMATES OR RECOVERY PROJECTIONS MAY OR MAY NOT TURN OUT TO BE ACCURATE.

THIS DISCLOSURE STATEMENT HAS BEEN PREPARED PURSUANT TO SECTION 1125 OF THE BANKRUPTCY CODE AND BANKRUPTCY RULE 3016 AND IS NOT NECESSARILY IN ACCORDANCE WITH FEDERAL OR STATE SECURITIES LAWS OR OTHER SIMILAR LAWS. THE SECURITIES DESCRIBED HEREIN WILL BE ISSUED TO CREDITORS AND EQUITY INTEREST HOLDERS WITHOUT REGISTRATION UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY SIMILAR FEDERAL, STATE OR LOCAL LAW, AND WILL INSTEAD RELY UPON THE EXEMPTIONS SET FORTH IN SECTION 1145 OF THE BANKRUPTCY CODE AND SECTION 4(2) OF THE SECURITIES ACT OR OTHER APPLICABLE EXEMPTIONS. THE DEBTORS RECOMMEND THAT POTENTIAL RECIPIENTS OF ANY SECURITIES PURSUANT TO THE PLAN CONSULT THEIR OWN LEGAL COUNSEL CONCERNING THE SECURITIES LAWS GOVERNING THE TRANSFERABILITY OF ANY SUCH SECURITIES.

NO LEGAL OR TAX ADVICE IS PROVIDED TO YOU BY THIS DISCLOSURE STATEMENT. THE DEBTORS URGE EACH HOLDER OF A CLAIM OR AN EQUITY INTEREST TO CONSULT WITH ITS OWN ADVISORS WITH RESPECT TO ANY LEGAL, FINANCIAL, SECURITIES, TAX OR BUSINESS ADVICE IN REVIEWING THIS DISCLOSURE STATEMENT, THE PLAN AND EACH OF THE PROPOSED TRANSACTIONS CONTEMPLATED THEREBY. FURTHERMORE, THE BANKRUPTCY COURT'S APPROVAL OF THE ADEQUACY OF DISCLOSURE CONTAINED IN THIS DISCLOSURE STATEMENT DOES NOT CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL OF THE MERITS OF THE PLAN.

IT IS THE DEBTORS' POSITION THAT THIS DISCLOSURE STATEMENT DOES NOT CONSTITUTE, AND MAY NOT BE CONSTRUED AS, AN ADMISSION OF FACT, LIABILITY, STIPULATION OR WAIVER. RATHER, THIS DISCLOSURE STATEMENT SHALL CONSTITUTE A STATEMENT MADE IN SETTLEMENT NEGOTIATIONS RELATED TO CONTESTED MATTERS, ADVERSARY PROCEEDINGS AND OTHER PENDING OR THREATENED LITIGATION OR ACTIONS.

NO RELIANCE SHOULD BE PLACED ON THE FACT THAT A PARTICULAR LITIGATION CLAIM OR PROJECTED OBJECTION TO A PARTICULAR CLAIM OR EQUITY INTEREST IS, OR IS NOT, IDENTIFIED IN THE DISCLOSURE STATEMENT. THE DEBTORS OR THE REORGANIZED DEBTORS MAY SEEK TO INVESTIGATE, FILE AND PROSECUTE CLAIMS OR EQUITY INTERESTS AND MAY OBJECT TO CLAIMS OR EQUITY INTERESTS AFTER THE CONFIRMATION OR EFFECTIVE DATE OF THE PLAN IRRESPECTIVE OF WHETHER THE DISCLOSURE STATEMENT IDENTIFIES ANY SUCH CLAIMS OR EQUITY INTERESTS OR OBJECTIONS TO CLAIMS OR EQUITY INTERESTS ON THE TERMS SPECIFIED IN THE PLAN.

THIS DISCLOSURE STATEMENT CONTAINS, AMONG OTHER THINGS, SUMMARIES OF THE PLAN, CERTAIN STATUTORY PROVISIONS, CERTAIN EVENTS IN THE DEBTORS' CHAPTER 11 CASES AND CERTAIN DOCUMENTS RELATED TO THE PLAN THAT ARE ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE. ALTHOUGH THE DEBTORS BELIEVE THAT THESE SUMMARIES ARE FAIR AND ACCURATE, THESE SUMMARIES ARE QUALIFIED IN THEIR ENTIRETY TO THE EXTENT THAT THE SUMMARIES DO NOT SET FORTH THE ENTIRE TEXT OF SUCH DOCUMENTS OR STATUTORY PROVISIONS OR EVERY DETAIL OF SUCH EVENTS. IN THE EVENT OF ANY CONFLICT, INCONSISTENCY OR DISCREPANCY BETWEEN A DESCRIPTION IN THIS DISCLOSURE STATEMENT AND THE TERMS AND PROVISIONS OF THE PLAN OR ANY OTHER DOCUMENTS INCORPORATED HEREIN BY REFERENCE, THE PLAN OR SUCH OTHER DOCUMENTS WILL GOVERN AND CONTROL FOR ALL PURPOSES. EXCEPT WHERE OTHERWISE SPECIFICALLY NOTED, FACTUAL INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT HAS BEEN PROVIDED BY THE DEBTORS' MANAGEMENT. THE DEBTORS DO NOT REPRESENT OR WARRANT THAT THE INFORMATION CONTAINED HEREIN OR ATTACHED HERETO IS WITHOUT ANY MATERIAL INACCURACY OR OMISSION.

THE DEBTORS' MANAGEMENT HAS REVIEWED THE FINANCIAL INFORMATION PROVIDED IN THIS DISCLOSURE STATEMENT. ALTHOUGH THE DEBTORS HAVE USED THEIR REASONABLE BUSINESS JUDGMENT TO ENSURE THE ACCURACY OF THIS FINANCIAL INFORMATION, THE FINANCIAL INFORMATION CONTAINED IN, OR INCORPORATED BY REFERENCE INTO, THIS DISCLOSURE STATEMENT HAS NOT BEEN AUDITED (UNLESS EXPRESSLY PROVIDED HEREIN).

THE DEBTORS ARE GENERALLY MAKING THE STATEMENTS AND PROVIDING THE FINANCIAL INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT AS OF THE DATE HEREOF WHERE FEASIBLE, UNLESS OTHERWISE SPECIFICALLY NOTED. ALTHOUGH THE DEBTORS MAY SUBSEQUENTLY UPDATE THE INFORMATION IN THIS DISCLOSURE STATEMENT, THE DEBTORS HAVE NO AFFIRMATIVE DUTY TO DO SO. HOLDERS OF CLAIMS AND EQUITY INTERESTS REVIEWING THIS DISCLOSURE STATEMENT SHOULD NOT INFER THAT, AT THE TIME OF THEIR REVIEW, THE FACTS SET FORTH HEREIN HAVE NOT CHANGED SINCE THE DISCLOSURE STATEMENT WAS FILED. THE DEBTORS HAVE NOT AUTHORIZED ANY ENTITY TO GIVE ANY INFORMATION ABOUT OR CONCERNING THE PLAN OTHER THAN THAT WHICH IS CONTAINED IN THIS DISCLOSURE STATEMENT. THE DEBTORS HAVE NOT AUTHORIZED ANY REPRESENTATIONS CONCERNING THE DEBTORS OR THE VALUE OF THEIR PROPERTY OTHER THAN AS SET FORTH IN THIS DISCLOSURE STATEMENT.

HOLDERS OF CLAIMS AND EQUITY INTERESTS ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN MUST RELY ON THEIR OWN EVALUATION OF THE DEBTORS AND THEIR OWN ANALYSES OF THE TERMS OF THE PLAN IN DECIDING WHETHER TO VOTE TO ACCEPT OR REJECT THE PLAN. IMPORTANTLY, PRIOR TO DECIDING WHETHER AND HOW TO VOTE ON THE PLAN, EACH HOLDER OF A CLAIM OR AN EQUITY INTEREST IN A VOTING CLASS SHOULD REVIEW THE PLAN IN ITS ENTIRETY AND CONSIDER CAREFULLY ALL OF THE INFORMATION IN THIS DISCLOSURE STATEMENT AND ANY EXHIBITS HERETO, INCLUDING THE RISK FACTORS DESCRIBED IN GREATER DETAIL IN SECTION VI HEREIN, "PLAN-RELATED RISK FACTORS."

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THE DEBTORS HEREBY ADOPT AND INCORPORATE EACH EXHIBIT ATTACHED TO THIS DISCLOSURE STATEMENT BY REFERENCE AS THOUGH FULLY SET FORTH HEREIN.

I.
EXECUTIVE SUMMARY

Accuride Corporation, a Delaware corporation ("**Accuride**"), and each of the other debtors listed on Schedule 1 hereto (collectively, the "**Debtors**" or the "**Company**"), submit this Disclosure Statement pursuant to section 1125 of the Bankruptcy Code in connection with the solicitation of votes on the Third Amended Joint Plan of Reorganization for Accuride Corporation, *et al.*, dated December 18, 2009 (the "**Plan**"),[2] which was filed by the Debtors with the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**"). The Confirmation Hearing on the Plan is scheduled to commence at 10:00 a.m. prevailing Eastern Time on February 10, 2010 before the Bankruptcy Court. The lead number for the jointly administered Chapter 11 Cases is 09-13449 (BLS). A copy of the Plan is attached hereto as Exhibit A.

Prior to soliciting votes on a proposed plan of reorganization, section 1125 of the Bankruptcy Code requires a debtor to prepare a disclosure statement containing information of a kind, and in sufficient detail, to enable a hypothetical reasonable investor to make an informed judgment regarding acceptance or rejection of the plan of reorganization. As such, this Disclosure Statement is being submitted in accordance with the requirements of section 1125 of the Bankruptcy Code.

This Executive Summary is being provided as an overview of the material items addressed in the Disclosure Statement and the Plan, which is qualified by reference to the entire Disclosure Statement and by the actual terms of the Plan (and including all exhibits attached hereto and to the Plan), and should not be relied upon for a comprehensive discussion of the Disclosure Statement and/or the Plan. This Disclosure Statement includes, without limitation, information about:

- the Debtors' prepetition operating and financial history;
- the events leading up to the commencement of the Chapter 11 Cases;
- the significant events that have occurred during the Chapter 11 Cases;
- the solicitation procedures for voting on the Plan;
- the Confirmation process and the voting procedures that Holders of Claims and Equity Interests who are entitled to vote on the Plan must follow for their votes to be counted;
- the terms and provisions of the Plan, including certain effects of confirmation of the Plan, certain risk factors relating to the Debtors or the Reorganized Debtors, the Plan and the securities to be issued under the Plan and the manner in which distributions will be made under the Plan; and
- the proposed organization, operations and financing of the Reorganized Debtors if the Plan is confirmed and becomes effective.

[2] All capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan. To the extent that a definition of a term in the text of this Disclosure Statement and the definition of such term in the Plan are inconsistent, the definition included in the Plan shall control and govern.

A. PURPOSE AND EFFECT OF THE PLAN

1. Plan of Reorganization Under Chapter 11 of the Bankruptcy Code

The Debtors are reorganizing pursuant to chapter 11 of the Bankruptcy Code, which is the principal business reorganization chapter of the Bankruptcy Code. As a result, the confirmation of the Plan means that the Reorganized Debtors will continue to operate their businesses going forward and does not mean that the Debtors will be liquidated or forced to go out of business. Additionally, as discussed in greater detail in Section IV.J herein, titled "Binding Nature of the Plan," a bankruptcy court's confirmation of a plan binds the debtor, any entity acquiring property under the plan, any holder of a claim or an equity interest in a debtor and all other entities as may be ordered by the bankruptcy court in accordance with the applicable provisions of the Bankruptcy Code to the terms and conditions of the confirmed plan, whether or not such Entity voted on the plan or affirmatively voted to reject the plan.

2. Financial Restructurings In Connection With the Plan

The Plan contemplates certain transactions, including, without limitation, the following transactions (described in greater detail in Section IV herein):

- Accuride's $291,222,736.98 million of Subordinated Notes Claims will be converted into 98,000,000 shares of the New Common Stock of Reorganized Accuride and the holders will receive their Pro Rata share of such shares of New Common Stock. The percentage ownership represented by such shares of New Common Stock of Reorganized Accuride is subject to dilution, including dilution for (i) the Backstop Fee, (ii) exercise of the New Warrants, (iii) conversion of the New Notes, including any such notes issued in payment of PIK interest (as defined in Section III.H) ("**PIK Notes**") and (iv) the Equity Incentive Program;

- Accuride's common stock will be cancelled and, if the Holders of Subordinated Notes Claims and the Holders of Accuride Other Equity Interests vote to accept the Plan, the Holders of Accuride Other Equity Interests will receive their Pro Rata share of 2,000,000 shares of the New Common Stock of Reorganized Accuride and their Pro Rata share of the New Warrants exercisable for an aggregate of 22,058,824 shares of the New Common Stock of Reorganized Accuride. The percentage ownership represented by the shares of New Common Stock of Reorganized Accuride issued directly to the Holders of Accuride Other Equity Interests is subject to dilution, including dilution for (i) the Backstop Fee, (ii) exercise of the New Warrants, (iii) conversion of the New Notes and PIK Notes and (iv) the Equity Incentive Program. The percentage ownership represented by the shares of New Common Stock issued to Holders of Accuride Other Equity Interests upon conversion of the New Warrants is subject to dilution, including dilution for (i) conversion of the New Notes and PIK Notes and (ii) the Equity Incentive Program;

- the Debtors will commence a Rights Offering of $140 million principal amount of New Notes to be issued by Accuride, and the Rights Offering Participants will receive Subscription Rights in the Rights Offering;

- the Reorganized Debtors and Accuride Canada Inc., a wholly-owned subsidiary of Accuride ("**Accuride Canada**"), will enter into a Restructured Credit Facility in an amount equal to $308.2 million including (i) letters of credit and (ii) the amount of interest accrued on the Prepetition Last Out Credit Agreement Claims through the date of the exit;

- the obligations under the DIP Facility will be satisfied in full in Cash on the Effective Date;

- each Holder of a Prepetition First Out Credit Agreement Other Claim will be satisfied in full by becoming a lender under the Restructured Credit Facility on a Pro Rata basis;

- each Holder of a Prepetition First Out Credit Agreement LC Claim will be satisfied in full by receiving the right to receive the letter of credit fees, the reimbursement rights and the other rights set forth in the Restructured Credit Facility Agreement;

- the Prepetition Last Out Credit Agreement Claims will be satisfied in full in Cash on the Effective Date;

- the Accuride Preferred Equity Interests will be redeemed and the Holders of the Accuride Preferred Equity Interests will receive $100 liquidation preference in Cash;

- Unsecured trade creditors will be unimpaired and their claims will be paid in full in accordance with the terms of the Plan; and

- the Holders of other Claims or Equity Interests will receive the treatment summarized in Section IV.B.2 below.

The Debtors believe that consummation of the financial restructurings proposed under the Plan will simplify and de-lever their capital structure, provide sufficient liquidity to fund their emergence from chapter 11, appropriately capitalize the Reorganized Debtors and facilitate the implementation of the Debtors' business plan.

The Plan is not supported by the Equity Committee as more fully discussed herein in Section I.A.(g) below.

(a) Substantive Consolidation.

The Plan is premised on the substantive consolidation of all of the Debtors with respect to the voting and treatment of all Claims and Equity Interests except for the Other Secured Claims in Class 2 and Secured Tax Claims in Class 3, as provided in the Plan. As a result, the Plan will serve as a request by the Debtors to the Bankruptcy Court that it grant substantive consolidation with respect to the treatment of all Claims and Equity Interests other than Class 2 Claims and Class 3 Claims as summarized in Section III.K herein and as further described in Section IV.D.2 herein and the Plan.

(b) Satisfaction of the Prepetition Credit Facility Claims and Entry into the Restructured Credit Facility

On the Effective Date, the Prepetition Credit Agreement and all "Loan Documents" as defined therein will, subject to satisfaction or waiver of the conditions precedent set forth in the Restructured Credit Facility Agreement, be amended, restated and superseded in their entirety by the Restructured Credit Facility Agreement and all "Loan Documents" as defined therein; *provided*, that certain "Collateral Documents" (as defined in the Prepetition Credit Agreement) will be amended, supplemented or otherwise modified and will constitute and become "Collateral Documents" (as defined in the Restructured Credit Facility Agreement), and shall secure all the obligations under the Restructured Credit Facility Agreement and the other "Loan Documents" (as defined in the Restructured Credit Facility Agreement). The Restructured Credit Facility will be secured by a first-priority lien on and security interest in substantially all of the properties and assets of the Reorganized Debtors and Accuride Canada. The terms of the Restructured Credit Facility are summarized in Section III.I herein. On the Effective Date, each Holder of a Prepetition First Out Credit Agreement Other Claim will become a "Lender" under the Restructured Credit Facility, with all of the rights set forth therein and on a Pro Rata basis, and each Holder of a Prepetition First Out Credit Agreement LC Claim will receive, as prepetition letter of credit issuer, the right to receive the letter of credit fees, the reimbursement rights and the other rights set forth in the Restructured Credit Facility Agreement. As set forth in the Plan, "*Prepetition First Out Credit Agreement Other Claim*" means any Claim of the Prepetition Agent or any Prepetition Lender against any Debtor for "First Out Loan Obligations," as defined in the Prepetition Credit Agreement, including, without limitation, the "PIK Advances" incurred prior to and after the Petition Date and the fees and expenses of the holder of the Prepetition Last Out Credit Agreement Claim payable under the Prepetition Credit Agreement (if any) incurred prior to or after the Petition Date, but excluding the Prepetition Last Out Credit Agreement Claims and the Prepetition First Out Credit Agreement LC Claims. The Prepetition Last Out Credit

Agreement Claims will be satisfied in full in Cash by payment of the Prepetition Last Out Credit Payment Amount. The Prepetition Last Out Credit Agreement Claims do not include the "PIK Advances" incurred prior to and after the Petition Date and the fees and expenses of the holder of the Prepetition Last Out Credit Agreement Claim payable under the Prepetition Credit Agreement (if any) incurred prior to or after the Petition Date. Sun Capital, the holder of the Prepetition Last Out Credit Agreement Claim, disputes the classification of its interest and fee and expense reimbursement claims.

(c) New Common Stock To be Issued Under the Plan

On the Effective Date, all Equity Interests in Accuride outstanding immediately prior to the Effective Date will be cancelled and Reorganized Accuride will issue the New Common Stock to Holders of Allowed Subordinated Notes Claims and, in the event that the Holders of Subordinated Notes Claims and the Holders of Other Equity Interests in Accuride vote to accept the Plan, Holders of Allowed Accuride Other Equity Interests, pursuant to the terms set forth in the Plan. The percentage ownership represented by the New Common Stock of Reorganized Accuride issued to Holders of Allowed Subordinated Notes Claims and, if applicable, Holders of Allowed Accuride Other Equity Interests under the Plan is subject to dilution, including dilution for (i) the Backstop Fee, (ii) exercise of the New Warrants, (iii) conversion of the New Notes and PIK Notes and (iv) the Equity Incentive Program. Accuride will use its best efforts to list the New Common Stock on The New York Stock Exchange, the NASDAQ Market or another national securities exchange. The New Common Stock will be issued in accordance with applicable bankruptcy law and without registration under the Securities Act or any similar federal, state or local law as set forth in greater detail in Section VIII herein, titled "Exemptions From Securities Act Registration."

(d) New Warrants To be Issued Under the Plan

In the event that Class 7 and Class 10 vote to accept the Plan, on the Effective Date, Reorganized Accuride will issue the New Warrants to Holders of Allowed Accuride Other Equity Interests. The New Warrants will be exercisable for an aggregate of 22,058,824 shares of the New Common Stock. The percentage ownership represented by the shares of New Common Stock issued to Holders of Allowed Accuride Other Equity Interests upon conversion of the New Warrants is subject to dilution, including dilution for (i) conversion of the New Notes and PIK Notes and (ii) the Equity Incentive Program. The New Common Stock issuable upon exercise of the New Warrants would represent approximately 6.0% of the New Common Stock outstanding on a fully-diluted basis, after giving effect to the conversion of the New Notes into shares of New Common Stock and assuming that the New Warrants are exercised in full in cash to acquire shares of New Common Stock, in each case on the Effective Date of the Plan. The New Warrants will expire two years from the Effective Date.

Pursuant to the terms of the Term Sheet for Proposed Restructuring attached to the Noteholder Restructuring Support Agreement as Exhibit A (a copy of which is publicly available as Exhibit C to Docket Number 3) (the "**Term Sheet**"), the New Warrants are to be exercisable at a "strike price that is 110% of a par recovery" on the Subordinated Notes on the Effective Date and are subject to other terms and conditions that are customary for securities of this type. Following significant efforts by the Debtors, the Ad Hoc Noteholders Group and the Backstop Investors, as of the date hereof, the parties have not been able to agree to the meaning of this language in the Term Sheet to calculate the exercise price per share for the New Warrants. As a result, the Debtors have notified the Ad Hoc Noteholders Group and the Backstop Investors that the Debtors intend to seek a determination by the Bankruptcy Court, before, at or in connection with the Confirmation Hearing, of the exercise price per share for the New Warrants. The Debtors, the Ad Hoc Noteholders Group and the Backstop Investors have agreed to continue to work together to resolve this disagreement, if possible, prior to the Confirmation Hearing. If the parties reach a mutual agreement on the exercise price, the Plan and this Disclosure Statement shall serve as a request by the Debtors under Bankruptcy Rule 9019, in lieu of a separate motion, for approval of the settlement and/or determination regarding the calculation of the exercise price per share of the New Warrants. The Debtors will not seek approval of a negotiated strike price which is outside the range described in this Disclosure Statement absent further notice that the Bankruptcy Court deems appropriate.

When evaluating the Plan, Holders of Subordinated Notes Claims and Holders of Other Equity Interests in Accuride should consider the unresolved nature of this disagreement and its potential impact on the recoveries under the Plan, including the possibility that the parties will agree to an exercise price per share for the New Warrants

before, at or in connection with the Confirmation Hearing. If the parties are unable to resolve this disagreement before, at or in connection with the Confirmation Hearing, and the Bankruptcy Court determines that the exercise price should be calculated in accordance with the Debtors' interpretation of the Term Sheet, then the exercise price of the New Warrants will be $0.95 per share. If the Bankruptcy Court determines that the exercise price should be calculated in accordance with the Ad Hoc Noteholders Group's and the Backstop Investors' interpretation of the Term Sheet, then the exercise price of the New Warrants will be $3.27 per share. In any event, the Debtors believe that the low-high range of the exercise price of the New Warrants will be between $0.95 per share and $3.27 per share.

WHEN EVALUATING THE PLAN, HOLDERS OF SUBORDINATED NOTES CLAIMS AND HOLDERS OF OTHER EQUITY INTERESTS IN ACCURIDE SHOULD ASSUME THAT THE EXERCISE PRICE PER SHARE OF THE NEW WARRANTS WILL BE NO LESS THAN $0.95 AND NO GREATER THAN $3.27.

Holders of Other Equity Interests in Accuride should be aware that the value of the New Warrants is wholly dependent upon the future performance of the Debtors' business and the market price of the New Common Stock. There can be no assurance that the market price of the New Common Stock will ever exceed the exercise price per share of the New Warrants (at any exercise price per share that falls within the range described in this Disclosure Statement), or that the New Warrants will be "in the money" at any time prior to their expiration in two years time. As a result, the value of the New Warrants is uncertain and highly speculative.

(e) The Rights Offering and the New Notes

On the Subscription Commencement Date (which will occur as soon as possible after entry of the Disclosure Statement Order), the Debtors will commence a Rights Offering of $140 million principal amount of New Notes issued by Accuride, which will be offered to each Rights Offering Participant as of the Rights Offering Record Date. Pursuant to the Rights Offering, each Rights Offering Participant may subscribe for its Pro Rata Share of the Rights Offering Notes. Pursuant to the Backstop Commitment Agreement, the Backstop Investors have committed to purchase all Rights Offering Notes offered, but not otherwise purchased, in the Rights Offering. As compensation for their commitment, the Debtors will pay the Backstop Investors the Backstop Fee. The terms of the Rights Offering are summarized in Section III.G herein.

On the Effective Date, without giving effect to the accrual of any PIK interest, the New Notes will be convertible into an aggregate of (i) 187,500,000 shares of New Common Stock of Reorganized Accuride, if the Holders of Subordinated Notes Claims and the Holders of Other Equity Interests in Accuride vote to accept the Plan, and (ii) 183,750,000 shares of New Common Stock of Reorganized Accuride, if the Holders of Subordinated Notes Claims vote to accept the Plan but the Holders of Other Equity Interests in Accuride do not vote to accept the Plan. If the Holders of Subordinated Notes Claims and the Holders of Other Equity Interests in Accuride vote to accept the Plan and the New Warrants issued under the Plan are subsequently exercised in full in cash, the New Notes will be adjusted to be convertible into an aggregate of 220,588,235 shares of New Common Stock of Reorganized Accuride. The percentage ownership represented by the shares of New Common Stock issued upon conversion of the New Notes is subject to dilution, including dilution for the Equity Incentive Program. The proceeds of the Rights Offering will fund Cash payments required to be made under this Plan, including, without limitation, Transaction Expenses, the Prepetition Last Out Payment Amount and repayment of the DIP Facility Claims, and be used for general corporate purposes by the Reorganized Debtors after the Effective Date.

The New Notes will be senior unsecured obligations of Reorganized Accuride and will rank *pari passu* in right of payment to any existing senior unsecured debt of Accuride or any guarantor, and senior in right of payment to any current or future subordinated debt of Accuride or of any guarantor. The obligations of Reorganized Accuride will be guaranteed by each of Reorganized Accuride's domestic subsidiaries. The New Notes will be issued in a private placement that is exempt from registration under the Securities Act or any similar federal, state or local law as set forth in greater detail in Section VIII herein, titled "Exemptions From Securities Act Registration." The terms of the New Notes are summarized in Section III.H herein and in the term sheet attached as Exhibit D to the Plan.

(f) Equity Incentive Program for Directors and Management

Following the Effective Date, Reorganized Accuride will adopt and implement a post-Effective Date director and employee equity incentive program to be determined by the New Board providing for the issuance from time to time of shares of the New Common Stock of Accuride, including the grant of incentive stock options within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended.

(g) Equity Committee Position

THE EQUITY COMMITTEE DISPUTES THE DEBTORS' VALUATION AND BELIEVES THAT THE DEBTORS HAVE FAILED TO PROVIDE AN ADEQUATE EXPLANATION OF THEIR VALUATION. THE EQUITY COMMITTEE ASSERTS THAT THE DEBTORS' TOTAL ENTERPRISE VALUE IS SIGNIFICANTLY HIGHER THAN WHAT IS STATED AND THAT ACCORDINGLY, EQUITY HOLDERS SHOULD RECEIVE A GREATER DISTRIBUTION THAN THAT WHICH IS CURRENTLY BEING GIVEN TO THEM UNDER THE PLAN. **THE EQUITY COMMITTEE DOES NOT SUPPORT THE PLAN AND RESERVES ALL OF ITS RIGHTS TO OBJECT TO CONFIRMATION OF THE PLAN.** THE EQUITY COMMITTEE SUPPORTS THE POSITION SET FORTH IN THEIR MATERIALS, SOME OF WHICH ARE ATTACHED HERETO AS EXHIBIT H. THE DEBTORS ACCEPT NO RESPONSIBILITY FOR THE MATERIALS OF THE EQUITY COMMITTEE, SOME OF WHICH ARE ATTACHED HERETO AS EXHIBIT H, AND MAKE NO REPRESENTATION ABOUT THE ACCURACY OR COMPLETENESS THEREOF.

THE DEBTORS DISPUTE THE EQUITY COMMITTEE'S ALLEGATIONS.

B. ADMINISTRATIVE, DIP FACILITY AND PRIORITY TAX CLAIMS

The following is a summary of the treatment of Administrative, DIP Facility and Priority Tax Claims under the Plan. For a more detailed description of the treatment of such Claims under the Plan, please see Article II of the Plan.

1. Administrative Claims

Except as otherwise provided in Article II of the Plan, on the later of the Effective Date or the date on which an Administrative Claim becomes an Allowed Administrative Claim, or, in each such case, as soon as practicable thereafter, each Holder of an Allowed Administrative Claim will receive, in full satisfaction, settlement, discharge and release of, and in exchange for, such Claim either (i) payment in full in Cash for the unpaid portion of such Allowed Administrative Claim; or (ii) such other less favorable treatment as agreed to in writing by the Debtors or Reorganized Debtors, as applicable, and such Holder; provided, however, that Administrative Claims incurred by the Debtors in the ordinary course of business may be paid in the ordinary course of business in accordance with such applicable terms and conditions relating thereto in the discretion of the Debtors or Reorganized Debtors without further notice to or order of the Bankruptcy Court.

2. DIP Facility Claims

Unless otherwise agreed to by the DIP Lenders, the Allowed DIP Facility Claims will be paid and satisfied in full in Cash on the Effective Date in full satisfaction, settlement, discharge and release of, and in exchange for, such DIP Facility Claims.

3. Priority Tax Claims

Except as otherwise provided in Article II of the Plan and as more fully described in Section IV.A.3 hereof, each Holder of an Allowed Priority Tax Claim due and payable on or prior to the Effective Date will receive in full satisfaction, settlement, discharge and release of, and in exchange for, such Allowed Priority Tax Claim, at the election of the Debtors or Reorganized Debtors: (a) Cash in an amount equal to the amount of such Allowed Priority Tax Claim; (b) such other less favorable treatment as agreed to in writing by the Debtors or Reorganized Debtors, as applicable, and such Holder; provided, however, that such parties may further agree for the payment of such

Allowed Priority Tax Claim at a later date; or (c) installment Cash payments pursuant to and in accordance with sections 1129(a)(9)(C) and (D) of the Bankruptcy Code.

C. CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS UNDER THE PLAN

The following table provides a summary of the classification and treatment of Claims and Equity Interests and the potential distributions to Holders of Allowed Claims or Equity Interests under the Plan.

THE PROJECTED RECOVERIES SET FORTH IN THE TABLE BELOW ARE ESTIMATES ONLY AND THEREFORE ARE SUBJECT TO CHANGE. FOR A COMPLETE DESCRIPTION OF THE DEBTORS' CLASSIFICATION AND TREATMENT OF CLAIMS OR EQUITY INTERESTS, REFERENCE SHOULD BE MADE TO THE ENTIRE PLAN AND THE RISK FACTORS DESCRIBED IN ARTICLE VI BELOW. THE TABLE IS INTENDED FOR ILLUSTRATIVE PURPOSES ONLY AND IS NOT A SUBSTITUTE FOR A REVIEW OF THE PLAN AND DISCLOSURE STATEMENT IN THEIR ENTIRETY. FOR CERTAIN CLASSES OF CLAIMS, THE ACTUAL AMOUNT OF ALLOWED CLAIMS OR EQUITY INTERESTS COULD BE MATERIALLY DIFFERENT THAN THE ESTIMATED AMOUNTS SHOWN IN THE TABLE BELOW.

SUMMARY OF EXPECTED RECOVERIES

Class	Claim/Equity Interest	Treatment of Claim/Equity Interest	Projected Recovery Under the Plan
1	Other Priority Claims Expected Amount: $0	Each Holder of an Allowed Class 1 Claim will receive in full satisfaction, settlement, discharge and release of, and in exchange for, such Allowed Class 1 Claim: • Cash in an amount equal to the amount of such Allowed Other Priority Claim; • Such other less favorable treatment as to which the Debtors or Reorganized Debtors and the Holder of such Allowed Other Priority Claim shall have agreed upon in writing; or • Such other treatment such that it will not be impaired pursuant to section 1124 of the Bankruptcy Code.	100%
2	Other Secured Claims Expected Amount: $3,100,000	Each Holder of an Allowed Class 2 Claim will receive in full satisfaction, settlement, discharge and release of, and in exchange for, such Allowed Class 2 Claim: • Cash in an amount equal to the amount of such Other Secured Claim; • Such other less favorable treatment as to which the Debtors or Reorganized Debtors and the Holder of such Allowed Other Secured Claim shall have agreed upon in writing; or • Such other treatment such that it will not be impaired pursuant to section 1124 of the Bankruptcy Code.	100%
3	Secured Tax Claims Expected Amount: $2,300,000	Each Holder of an Allowed Class 3 Claim will receive in full satisfaction, settlement, discharge and release of, and in exchange for, such Allowed Class 3 Claim: • Cash in an amount equal to the amount of such Allowed Secured Tax Claim; • Cash in an amount agreed to by the Debtors or the Reorganized Debtors, as applicable, and such Holder; provided, however, that such parties may further agree for the payment of such Allowed Secured Tax Claim at a later date; or • at the option of the Debtors or the Reorganized Debtors, as applicable, and in accordance with section 1129(a)(9)(C) and (D) of the Bankruptcy Code, Cash in an aggregate amount of such Allowed Secured Tax Claim payable in regular installment payments over a period ending not more than five years after the Petition Date.	100%[3]

[3] Projected recoveries are illustrated based on the midpoint valuation.

SUMMARY OF EXPECTED RECOVERIES

Class	Claim/Equity Interest	Treatment of Claim/Equity Interest	Projected Recovery Under the Plan
4A	Prepetition First Out Credit Agreement LC Claims Expected Amount: Approximately $2,000,000	Each Holder of an Allowed Class 4A Claim will receive, as prepetition letter of credit issuer, the right to receive the letter of credit fees, the reimbursement rights and the other rights set forth in the Restructured Credit Facility Agreement, in full satisfaction, settlement, discharge and release of, and in exchange for, such Allowed Class 4A Claim.	100%
4B	Prepetition First Out Credit Agreement Other Claims Expected Amount: Approximately $306,200,000	Each Holder of an Allowed Class 4B Claim will become a "Lender" under the Restructured Credit Facility Agreement on a Pro Rata basis with all of the rights set forth therein, in full satisfaction, settlement, discharge and release of, and in exchange for, such Allowed Class 4B Claim.	100%
5	Prepetition Last Out Credit Agreement Claims Expected amount: Approximately $70,100,000	Each Holder of an Allowed Class 5 Claim will receive its Pro Rata share of the Prepetition Last Out Payment Amount in full satisfaction, settlement, discharge and release of, and in exchange for, such Allowed Class 5 Claim.	100%
6	General Unsecured Claims	Each Holder of an Allowed Class 6 Claim will, at the Debtors' option and in full satisfaction, settlement, discharge and release of, and in exchange for, such Allowed Class 6 Claim, be • Reinstated and paid, subject to the terms and conditions of the legal, equitable and contractual rights in respect of any Class 6 Claim under applicable non-bankruptcy law, in Cash when due in the ordinary course of the Debtors' business operations and not on the Effective Date; or • otherwise rendered not impaired pursuant to section 1124 of the Bankruptcy Code, including with respect to payment on the Effective Date or as soon as practicable thereafter, except to the extent that the Reorganized Debtors and such Holder agree to other less favorable treatment in writing.	100%
7	Subordinated Notes Claims Expected Amount: $291,222,736.98	Each Holder of an Allowed Class 7 Claim will receive in full satisfaction, settlement, discharge and release of, and in exchange for, such Allowed Class 7 Claim, its Pro Rata share of 98,000,000 shares of the New Common Stock.	42.9%[4]
8	Intercompany Claims	Each Holder of an Allowed Class 8 Intercompany Claims shall be Reinstated in full satisfaction, settlement, discharge and release of, and in exchange for, such Allowed Class 8 Intercompany Claims.	100%
9	Accuride Preferred Equity Interests	Accuride Preferred Equity Interests will be redeemed in accordance with Section 3 of the Certificate of Designation and the Holder of the Accuride Preferred Equity Interests will receive in full satisfaction, settlement, discharge and release of, and in exchange for, such Allowed Class 10 Equity Interest, $100 liquidation preference in Cash. In accordance with the Certificate of Designation, from and after notice of redemption, the Accuride Preferred Equity Interests will no longer be, or be deemed to be, outstanding for any purpose, and all rights, preferences and powers (including voting rights and powers) of the Accuride Preferred Equity Interests shall automatically cease and terminate.	100%

[4] Projected recovery assumes the New Notes are debt obligations of Reorganized Accuride as of the Effective Date and have not been converted into shares of New Common Stock. If the New Notes were converted into shares of New Common Stock as of the Effective Date, the projected recovery under the Plan for Holders of Subordinated Notes Claims would be 32.2%.

SUMMARY OF EXPECTED RECOVERIES

Class	Claim/Equity Interest	Treatment of Claim/Equity Interest	Projected Recovery Under the Plan
10	Accuride Other Equity Interests	Accuride Other Equity Interests will be deemed canceled and will be of no further force and effect, whether surrendered for cancellation or otherwise. In the event the Holders of Allowed Class 10 Claims vote to reject the Plan, the Holders of such Equity Interests will not receive any distribution or retain any property on account of such Equity Interests. In the event the Holders of Allowed Class 7 Claims and the Holders of Allowed Class 10 Equity Interests vote to accept the Plan, on the Initial Distribution Date, each Holder of Accuride Other Equity Interests as of the Distribution Record Date shall receive its Pro Rata share of 2,000,000 shares of the New Common Stock and its Pro Rata share of the New Warrants in satisfaction, settlement, discharge and release of, and in exchange for, such Allowed Class 10 Equity Interests.	N/A
11	Equity Interests in Subsidiaries	The Reorganized Debtors will retain the Equity Interests they hold in the Subsidiaries.	100%

D. SOLICITATION PROCEDURES

1. The Solicitation and Voting Procedures

On December 21, 2009 the Bankruptcy Court entered the Disclosure Statement Order, which, among other things, (a) approved the dates, procedures and forms applicable to the process of soliciting votes on and providing notice of the Plan, as well as certain vote tabulation procedures and (b) established the deadline for filing objections to the Plan and scheduling the hearing to consider confirmation of the Plan.

The discussion of the procedures below is a summary of the solicitation and voting process. Detailed voting instructions will be provided with each Ballot, Beneficial Holder Ballot and Master Ballot, as applicable, and are also set forth in greater detail in Disclosure Statement Order.

PLEASE REFER TO THE INSTRUCTIONS ACCOMPANYING THE BALLOTS, BENEFICIAL HOLDER BALLOTS AND MASTER BALLOTS, AS APPLICABLE, AND THE DISCLOSURE STATEMENT ORDER FOR MORE INFORMATION REGARDING VOTING REQUIREMENTS TO ENSURE THAT YOUR BALLOT, BENEFICIAL HOLDER BALLOT OR MASTER BALLOT, AS APPLICABLE, IS PROPERLY AND TIMELY SUBMITTED SUCH THAT YOUR VOTE MAY BE COUNTED.

2. The Voting and Claims Agent

With the approval of the Bankruptcy Court, the Debtors retained The Garden City Group, Inc. to, among other things, act as Voting and Claims Agent.

Specifically, the Voting and Claims Agent will assist the Debtors with: (a) mailing Confirmation Hearing Notices (as defined in the Disclosure Statement Order), (b) mailing Solicitation Packages (as defined in the Disclosure Statement Order and as described below), (c) soliciting votes on the Plan, (d) receiving, tabulating, and reporting on ballots cast for or against the Plan by holders of claims against or equity interests in the Debtors, (e) responding to inquiries from creditors and stakeholders relating to the Plan, the Disclosure Statement, the ballots and matters related thereto, including, without limitation, the procedures and requirements for voting to accept or reject the Plan and objecting to the Plan, and (f) if necessary, contacting creditors regarding the Plan and their Ballots.

3. Holders of Claims and Equity Interests Entitled to Vote on the Plan

Under the provisions of the Bankruptcy Code, not all holders of claims against and equity interests in a debtor are entitled to vote on a chapter 11 plan. The following table provides a summary of the status and voting rights of each Class (and, therefore, of each Holder of a Claim or an Equity Interest within such Class) under the Plan:

SUMMARY OF STATUS AND VOTING RIGHTS

Class	Claim/Equity Interest	Status	Voting Rights
1	Other Priority Claims	Unimpaired	Deemed to Accept
2	Other Secured Claims	Unimpaired	Deemed to Accept
3	Secured Tax Claims	Unimpaired	Deemed to Accept
4A	Prepetition First Out Credit Agreement LC Claims	**Impaired**	**Entitled to Vote**
4B	Prepetition First Out Credit Agreement Other Claims	**Impaired**	**Entitled to Vote**
5	Prepetition Last Out Credit Agreement Claims	Unimpaired	Deemed to Accept
6	General Unsecured Claims	Unimpaired	Deemed to Accept
7	Subordinated Notes Claims	**Impaired**	**Entitled to Vote**
8	Intercompany Claims	Unimpaired	Deemed to Accept
9	Accuride Preferred Equity Interests	Unimpaired	Deemed to Accept
10	Accuride Other Equity Interests	**Impaired**	**Entitled to Vote**
11	Equity Interests in Subsidiaries	Unimpaired	Deemed to Accept

Based on the foregoing, the Debtors **are** soliciting votes to accept the Plan only from Holders of Claims in Classes 4A, 4B and 7 and Holders of Equity Interests in Class 10 (collectively, the "**Voting Classes**") because Holders of Claims and Equity Interests in the Voting Classes are Impaired under the Plan and, therefore, have the right to vote to accept or reject the Plan. The Debtors are **not** soliciting votes from Holders of Unimpaired Claims in Classes 1, 2, 3, 5, 6 and 8 and Holders of Equity Interests in Classes 9 and 11 because such parties are conclusively presumed to have accepted the Plan (the "**Non-Voting Classes**").

4. The Voting Record Date

The Bankruptcy Court has approved December 11, 2009 as the Securities Voting Record Date with respect to Claims in Class 7 and Equity Interests in Class 10 and has approved December 18, 2009 as the Non-securities Voting Record Date with respect to Claims in Classes 4A and 4B. The applicable Voting Record Date is the date on which it will be determined: (a) which Holders of Claims and Equity Interests in the Voting Classes are entitled to vote to accept or reject the Plan and receive Solicitation Packages in accordance with the Disclosure Statement Order; and (b) which Holders of Claims and Equity Interests in the Non-Voting Classes are entitled to receive the Confirmation Hearing Notice, including notice of such Holder's non-voting status, in accordance with the Disclosure Statement Order.

5. Contents of the Solicitation Package

The following documents and materials will collectively constitute the Solicitation Package:

- (a) a cover letter from the Debtors, attached as Exhibit 7 to the Disclosure Statement Order, (i) describing the contents of the Solicitation Package and instructions on how paper copies of any materials that may be provided in CD-ROM format can be obtained at no charge; (ii) explaining that the Plan Supplement will be filed on or before fourteen (14) days before the Voting Deadline; and (iii) urging the members of the voting class to vote to accept the Plan;
- the Confirmation Hearing Notice, attached as Exhibit 8 to the Disclosure Statement Order;
- this Disclosure Statement (and exhibits annexed thereto, including the Plan);
- the Disclosure Statement Order;
- to the extent applicable, a Ballot and/or notice, appropriate for the specific creditor or interest holder, in substantially the forms attached to the Disclosure Statement Order (as may be modified for particular classes and with instruction attached thereto); and
- such other materials as the Bankruptcy Court may direct.

6. Distribution of the Solicitation Package to Holders of Claims and Equity Interests Entitled to Vote on the Plan

With the assistance of the Voting and Claims Agent, the Debtors intend to distribute Solicitation Packages on or before December 29, 2009 (the "**Solicitation Mailing Date**"). The Debtors submit that the timing of such distribution will provide such Holders of Claims or Equity Interests with adequate time within which to review the materials required to allow such parties to make informed decisions with respect to voting on the Plan in accordance with Bankruptcy Rules 3017(d) and 2002(b). The Debtors will make every reasonable effort to ensure that Holders who have more than one Allowed Claim in a single voting Class receive no more than one Solicitation Package. If a Holder holds both Claims and Equity Interests or Claims in more than one Class and is entitled to vote in more than one Class, such Holder will receive separate Ballots which must be used for each separate Class of Claims and Equity Interests. In addition, the Debtors will distribute to holders of Equity Interests in Class 10 a letter from the Equity Committee, attached as Exhibit 10 to the Disclosure Statement Order.

7. Distribution of Notices to Holders of Claims and Equity Interests in Non-Voting Classes and Holders of Disputed Claims and Equity Interests

As set forth above, certain Holders of Claims and Equity Interests are **not** entitled to vote on the Plan. As a result, such parties will not receive Solicitation Packages and, instead, will receive the appropriate form of notice as follows:

- Unimpaired Claims and Equity Interests – Deemed to Accept. Administrative Claims, DIP Facility Claims and Priority Tax Claims are unclassified, non-voting Claims, Claims in Classes 1, 2, 3, 5, 6 and 8 and Equity Interests in Classes 9 and 11 are Unimpaired under the Plan and, therefore, are presumed to have accepted the Plan. As such, Holders of such Claims or Equity Interests will receive, in lieu of a Solicitation Package, a "Non-Voting Status Notice With Respect to Unimpaired Classes Deemed to Accept the Plan" attached as Exhibit 4 to the Disclosure Statement Order, which will contain instructions, among other things, on how to obtain a copy of the Plan and this Disclosure Statement.
- Disputed Claims or Equity Interests. Any Holder of a Claim or an Equity Interest for which the Debtors have filed an objection, whether such objection related to the entire Claim or Equity Interest or a portion thereof, will not be entitled to vote on the Plan and will not be counted in determining

whether the requirements of section 1126(c) of the Bankruptcy Code have been met with respect to the Plan. Such Holders will receive a "Non-Voting Status Notice to Holders of Claims or Equity Interests for Which an Objection has been Filed by the Debtors," attached as Exhibit 2 to the Disclosure Statement Order, which will contain instructions, among other things, on how to obtain a copy of the Plan and this Disclosure Statement.

If any Holder described in the preceding two subparagraphs disagrees with the Debtors' classification or status of its Claim or Equity Interest for purposes of voting, then such Holder MUST file and serve a motion requesting temporary allowance of its Claim or Equity Interest solely for voting purposes in accordance with the procedures set forth in the Disclosure Statement Order.

- Contract and Lease Counterparties. Parties to certain of the Debtors' executory contracts and unexpired leases may not have scheduled Claims or Claims based upon filed Proofs of Claim pending the disposition of their contracts or leases by assumption or rejection. To ensure that such parties nevertheless receive notice of the Plan, counterparties to the Debtors' executory contracts and unexpired leases will receive, in lieu of a Solicitation Package, a "Contract/Lease Notice" attached as Exhibit 6 to the Disclosure Statement Order.

8. Additional Distribution of Solicitation Documents

In addition to the distribution of Solicitation Packages to Holders of Claims and Equity Interests in Voting Classes, the Debtors will also provide parties who have filed requests for notices under Bankruptcy Rule 2002 as of the applicable Voting Record Date with the Disclosure Statement, Disclosure Statement Order and Plan. Additionally, parties may request (and obtain at the Debtors' expense) a copy of the Disclosure Statement (and any exhibits thereto, including the Plan) by: (a) calling the Voting and Claims Agent at (888) 478-2068; (b) writing to Accuride Corporation c/o The Garden City Group, Inc., PO Box 9521, Dublin, Ohio 43017-4821; and/or (c) visiting the Debtors' restructuring website at: http://www.accurideinfo.com. Parties may also obtain any documents filed in the Chapter 11 Cases for a fee via PACER at http://www.deb.uscourts.gov.

9. Filing of the Plan Supplement

The Debtors will file the Plan Supplement no later than January 15, 2010, which date is fourteen (14) days before the Voting Deadline. The Debtors will transmit a copy of the Plan Supplement to the Distribution List, as defined in this Section D.9. Additionally, parties may request (and obtain at the Debtors' expense) a copy of the Plan Supplement by: (a) calling the Voting and Claims Agent at (888) 478-2068; (b) writing to Accuride Corporation c/o The Garden City Group, Inc., PO Box 9521, Dublin, Ohio 43017-4821; and/or (c) visiting the Debtors' restructuring website at: http://www.accurideinfo.com. Parties may also obtain any documents filed in the Chapter 11 Cases for a fee via PACER at http://www.deb.uscourts.gov.

The Plan Supplement will include, without limitation, the following documents, to the extent not already filed as exhibits to the Plan or this Disclosure Statement:

- the list of Executory Contracts and Unexpired Leases designated by the Debtors to be rejected on the Effective Date;
- a non-exclusive list of Litigation Claims held by the Debtors as of the Effective Date;
- a list of Non-Released Parties; and
- the New Indenture.

As used herein, the term "**Distribution List**" means (a) the Office of the United States Trustee, (b) counsel for the Committee, (c) counsel for the Equity Security Committee, (d) counsel to the DIP Agent, (e) counsel to the Prepetition Lenders, (f) counsel to the Ad Hoc Noteholders Group, (g) the Securities and Exchange Commission, (h) the Internal Revenue Service, (i) all parties that, as of the applicable date of determination, have filed requests for

notice in the Chapter 11 Cases pursuant to Bankruptcy Rule 2002, and (j) any parties affected by an addition to Plan Schedule 2, 3 or 5.

E. VOTING PROCEDURES

Holders of Claims or Equity Interests entitled to vote on the Plan are advised to read the Disclosure Statement Order, which set forth in greater detail the voting instructions summarized herein.

1. The Voting Deadline

The Bankruptcy Court has approved 5:00 p.m. prevailing Eastern Time on January 29, 2010 as the Voting Deadline. The Voting Deadline is the date by which all Ballots, Beneficial Holder Ballots and Master Ballots, as applicable, must be properly executed, completed and delivered to the Voting and Claims Agent in order to be counted as votes to accept or reject the Plan.

2. Types of Ballots

The Debtors will provide the following ballots to Holders of Claims and Equity Interests in the Voting Classes (i.e. Classes 4A, 4B, 7 and 10):

- "***Ballots***", the form of which is attached to the Disclosure Statement Order as Exhibit 3-A and 3-B, will be sent to all Holders of Class 4A Prepetition First Out Credit Agreement LC Claims and Holders of Class 4B Prepetition First Out Credit Agreement Other Claims, respectively;

- "***Beneficial Holder Ballots***", the forms of which are attached to the Disclosure Statement Order as Exhibits 3-C and 3-E will be sent to Beneficial Holders of Class 7 Subordinated Notes Claims and Class 10 Accuride Other Equity Interests, respectively; and

- "***Master Ballots***", the forms of which are attached to the Disclosure Statement Order as Exhibits 3-D and 3-F, will be sent to Registered Record Owners and Intermediary Record Owners holding Subordinated Notes and Accuride Other Equity Interests, respectively, for, and voting on behalf of, Beneficial Holders of Class 7 Subordinated Notes Claims and Class 10 Accuride Other Equity Interests.

3. Voting Instructions

Under the Plan, Holders of Claims and Equity Interests in the Voting Classes are entitled to vote to accept or reject the Plan. Those Holders may so vote by completing a Ballot, Beneficial Holder Ballot and/or Master Ballot, as applicable, and returning it to the Voting and Claims Agent prior to the Voting Deadline. There are special voting rules/procedures, however, for Beneficial Holders of Class 7 Subordinated Notes Claims and Class 10 Accuride Other Equity Interests, which are discussed in Section I.E.4 herein (and set forth in greater detail in the Disclosure Statement Order).

PLEASE REFER TO THE INSTRUCTIONS ATTACHED TO THE BALLOTS, BENEFICIAL HOLDER BALLOTS OR MASTER BALLOTS THAT YOU HAVE RECEIVED FOR MORE DETAILED INFORMATION REGARDING THE VOTING REQUIREMENTS, RULES AND PROCEDURES APPLICABLE TO VOTING YOUR CLAIM OR EQUITY INTEREST.

To be counted as votes to accept or reject the Plan, all Ballots, pre-validated Beneficial Holder Ballots and Master Ballots, as applicable, (all of which will clearly indicate the appropriate return address) must be properly executed, completed, dated and delivered by using the return envelope provided by (a) first class mail, (b) overnight courier or (c) personal delivery, so that they are **actually received** on or before the Voting Deadline by the Voting and Claims Agent at the following address:

The Garden City Group, Inc.
Attn: Accuride Ballot Processing Center
P.O. Box 9521
Dublin, Ohio 43017-4821

If you have any questions on the procedures for voting on the Plan, please call the Voting and Claims Agent at: (888) 478-2068

******BENEFICIAL HOLDERS OF CLASS 7 SUBORDINATED NOTES CLAIMS AND CLASS 10 ACCURIDE OTHER EQUITY INTERESTS MUST EXECUTE, COMPLETE AND RETURN THEIR BENEFICIAL HOLDER BALLOTS IN ACCORDANCE WITH THE DISTINCT RULES FOR VOTING THEIR CLASS 7 CLAIMS AND CLASS 10 EQUITY INTERESTS SET FORTH IN SECTION I.E.4 BELOW.******

4. Voting Instructions Specific to Beneficial Holders of Class 7 Subordinated Notes Claims and Class 10 Accuride Other Equity Interests Entitled to Vote on the Plan

Prior to the Solicitation Mailing Date, the Voting and Claims Agent will determine the identity of those Registered Record Owners and Intermediary Record Owners (collectively, "**Record Owners**") holding Subordinated Notes or Accuride Other Equity Interests on behalf of Beneficial Holders as of the applicable Voting Record Date and will distribute an appropriate number of Solicitation Packages to such Record Owners to allow them to forward one to each applicable Beneficial Holder. Intermediate Record Holders will distribute Solicitation Packages to the respective Beneficial Holders within seven (7) days of receiving Solicitation Packages.

Record Owners who elect to pre-validate Beneficial Holder Ballots must deliver Solicitation Packages, including pre-validated Beneficial Holder Ballots, to Beneficial Holders along with a pre-addressed return envelope addressed to the Voting and Claims Agent. Beneficial Holders who receive pre-validated Beneficial Holder Ballots must complete, date, execute and deliver such Beneficial Holder Ballots directly to the Voting and Claims Agent so they are actually received on or before the Voting Deadline.

Record Owners who do not elect to pre-validate Beneficial Holder Ballots must deliver to the Beneficial Holders the Solicitation Packages, including Beneficial Holder Ballots and pre-addressed return envelops addressed to the Record Owners. Upon the return of completed Beneficial Holder Ballots, such Record Owners will summarize and compile the votes cast and/or other relevant information onto the Master Ballots and date and return the Master Ballot(s) so that they are actually received on or before the Voting Deadline by the Voting and Claims Agent.

5. Tabulation of Votes

THE FOLLOWING IS IMPORTANT INFORMATION REGARDING VOTING THAT SHOULD BE READ CAREFULLY BY ALL HOLDERS OF CLAIMS AND EQUITY INTERESTS IN VOTING CLASSES.

- FOR YOUR VOTE TO BE COUNTED, YOUR BALLOT, BENEFICIAL HOLDER BALLOT OR MASTER BALLOT, AS APPLICABLE, MUST BE PROPERLY EXECUTED, COMPLETED, DATED AND DELIVERED SUCH THAT IT IS **ACTUALLY RECEIVED** ON OR BEFORE THE VOTING DEADLINE BY THE VOTING AND CLAIMS AGENT.

- A HOLDER OF A CLAIM OR AN EQUITY INTEREST MAY CAST ONLY ONE VOTE PER EACH CLAIM OR EQUITY INTEREST SO HELD. BY SIGNING AND RETURNING A BALLOT, BENEFICIAL HOLDER BALLOT OR MASTER BALLOT, EACH HOLDER OF A CLAIM OR AN EQUITY INTEREST WILL CERTIFY TO THE BANKRUPTCY COURT AND THE DEBTORS THAT NO OTHER BALLOTS, BENEFICIAL HOLDER BALLOTS OR MASTER

BALLOTS WITH RESPECT TO SUCH CLAIM OR EQUITY INTEREST HAS BEEN CAST OR, IF ANY OTHER BALLOTS, BENEFICIAL HOLDER BALLOTS OR MASTER BALLOTS HAVE BEEN CAST WITH RESPECT TO SUCH CLAIM OR EQUITY INTEREST, SUCH EARLIER BALLOTS, BENEFICIAL HOLDER BALLOTS OR MASTER BALLOTS ARE THEREBY SUPERSEDED AND REVOKED.

- **ANY BALLOT, BENEFICIAL HOLDER BALLOT OR MASTER BALLOT THAT IS RECEIVED AFTER THE VOTING DEADLINE WILL NOT BE COUNTED TOWARD CONFIRMATION OF THE PLAN UNLESS THE DEBTORS HAVE GRANTED AN EXTENSION OF THE VOTING DEADLINE IN WRITING WITH RESPECT TO SUCH BALLOT, BENEFICIAL HOLDER BALLOT OR MASTER BALLOT.**

- **ADDITIONALLY, THE FOLLOWING BALLOTS, BENEFICIAL HOLDER BALLOTS AND MASTER BALLOTS WILL NOT BE COUNTED:**

    - any Ballot, Beneficial Holder Ballot or Master Ballot that the Debtors determine, after consultation with the Committee and the Ad Hoc Noteholders Group, is illegible or contains insufficient information to permit the identification of the Holder of the Claim or Equity Interest;

    - any Ballot, Beneficial Holder Ballot or Master Ballot cast by an entity that does not hold a Claim or Equity Interest in a Class that is entitled to vote on the Plan;

    - any Ballot, Beneficial Holder Ballot or Master Ballot cast for a Claim or Equity Interest not listed on the Schedules or Scheduled at zero, in unknown amount, or listed in the Schedules in whole or in part, as contingent, unliquidated or disputed for which the applicable bar date has passed and no Proof of Claim was timely filed;

    - any Ballot, Beneficial Holder Ballot or Master Ballot that (a) is properly completed, executed and timely filed, but does not indicate an acceptance or rejection of the Plan, or (b) indicates both an acceptance and rejection of the Plan, or (c) with the exception of a Master Ballot, partially accepts and partially rejects the Plan;

    - any Ballot, Beneficial Holder Ballot or Master Ballot cast for a Claim or Equity Interest that is subject to an objection pending as of the applicable Voting Record Date and has not otherwise been Allowed for voting purposes (except as otherwise provided in the Disclosure Statement Order);

    - any Ballot, Beneficial Holder Ballot or Master Ballot sent to the Court, the Debtors, the Debtors' agents/representatives (other than the Voting and Claims Agent), the Indenture Trustee or the Debtors' financial or legal advisors;

    - any Ballot, Beneficial Holder Ballot or Master Ballot transmitted by facsimile, telecopy or electronic mail;

    - any unsigned Ballot, Beneficial Holder Ballot or Master Ballot; or

    - any Ballot, Beneficial Holder Ballot or Master Ballot not cast in accordance with the procedures approved in the Disclosure Statement Order.

F. CONFIRMATION OF THE PLAN

1. The Confirmation Hearing

The Confirmation Hearing will commence at 10:00 a.m prevailing Eastern Time on February 10, 2010 before the Honorable Brendan Linehan Shannon, United States Bankruptcy Judge, in the United States Bankruptcy Court for the District of Delaware, located at 824 Market Street, 6th Floor, Courtroom 1, Wilmington, Delaware 19801-3024. The Confirmation Hearing may be continued from time to time by the Bankruptcy Court or the Debtors without further notice other than by such adjournment being announced in open court or by a notice of adjournment filed with the Bankruptcy Court and served on such parties as the Bankruptcy Court may order. Moreover, the Plan may be modified or amended, if necessary, pursuant to section 1127 of the Bankruptcy Code, prior to, during or as a result of the Confirmation Hearing, without further notice to parties-in-interest.

2. The Deadline for Objecting to Confirmation of the Plan

The Confirmation Objection Deadline is 4:00 p.m. prevailing Eastern Time on January 29, 2010. Any objection to confirmation of the Plan must: (i) be in writing; (ii) conform to the Bankruptcy Rules and the Local Rules; (iii) state the name of the objecting party and the amount and nature of the Claim of such Entity or the amount of Equity Interests held by such Entity; (iv) state with particularity the legal and factual bases and nature of any objection to the Plan and, if practicable, a proposed modification to the Plan that would resolve such objection; and (v) be filed, contemporaneously with a proof of service, with the Bankruptcy Court and served so that it is **actually received** no later than the Confirmation Objection Deadline by the parties set forth below (the "**Notice Parties**"). CONFIRMATION OBJECTIONS NOT TIMELY FILED AND SERVED IN THE MANNER SET FORTH HEREIN MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT AND MAY BE OVERRULED WITHOUT FURTHER NOTICE.

Notice Parties

(a) Counsel to the Debtors, Latham & Watkins LLP, Suite 5800 Willis Tower, 233 South Wacker Drive, Chicago, Illinois 60611 (Attn: David S. Heller, Josef S. Athanas and Caroline A. Reckler) and Young Conway, Stargatt & Taylor LLP, The Brandywine Building, 1000 West Street, 17th Floor, Wilmington, Delaware 19801 (Attn: Michael R. Nestor and Kara H. Coyle);

(b) Counsel to the Committee, Irell & Manella LLP, 840 Newport Center Drive, Suite 400, Newport Beach, CA 92660 (Attn: Jeffrey M. Reisner and Tavi C. Flanagan);

(c) Counsel to the Ad Hoc Noteholders Group, Milbank, Tweed, Hadley & McCloy LLP, 601 South Figueroa Street, Los Angeles, California 90017 (Attn: Paul Aronzon, Paul Denaro and Robert C. Shenfeld);

(d) Counsel to the DIP Agent and the Prepetition Lenders, White & Case LLP, 1155 Avenue of the Americas, New York, NY 10036-2787 (Attn: Scott Greissman and Elizabeth Feld);

(e) The Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Wilmington, Delaware 19801 (Attn: Jane Leamy); and

(f) Counsel to the Equity Committee, Sonnenschein Nath & Rosenthal LLP, 233 S. Wacker Drive, Suite 7800, Chicago, Illinois 60606 (Attn: Monika J. Machen).

3. Effect of Confirmation of the Plan

Article X of the Plan contains certain provisions relating to (a) the compromise and settlement of Claims and Equity Interests, (b) the release of the Released Parties by the Debtors and the Holders of Claims or Equity Interests, and each of their respective Related Persons, and (c) exculpation of certain parties. **It is important to**

read such provisions carefully so that you understand the implications of these provisions with respect to your Claim or Equity Interest such that you may cast your vote accordingly.

THE PLAN SHALL BIND ALL HOLDERS OF CLAIMS AGAINST AND EQUITY INTERESTS IN THE DEBTORS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NOTWITHSTANDING WHETHER OR NOT SUCH HOLDER (A) WILL RECEIVE OR RETAIN ANY PROPERTY OR INTEREST IN PROPERTY UNDER THE PLAN, (B) HAS FILED A PROOF OF CLAIM IN THE CHAPTER 11 CASES OR (C) FAILED TO VOTE TO ACCEPT OR REJECT THE PLAN OR VOTED TO REJECT THE PLAN.

G. CONSUMMATION OF THE PLAN

It will be a condition to confirmation of the Plan that all provisions, terms and conditions of the Plan are approved in the Confirmation Order unless otherwise satisfied or waived pursuant to the provisions of Article IX of the Plan. Following confirmation, the Plan will be consummated on the Effective Date.

H. RISK FACTORS

PRIOR TO DECIDING WHETHER AND HOW TO VOTE ON THE PLAN, EACH HOLDER OF A CLAIM OR AN EQUITY INTEREST IN A VOTING CLASS SHOULD CONSIDER CAREFULLY ALL OF THE INFORMATION IN THIS DISCLOSURE STATEMENT, INCLUDING THE RISK FACTORS DESCRIBED IN SECTION VI HEREIN TITLED, "PLAN-RELATED RISK FACTORS."

II.
BACKGROUND TO THE CHAPTER 11 CASES

A. THE DEBTORS' CORPORATE HISTORY

Accuride and Accuride Canada were incorporated in November 1986 for the purpose of acquiring substantially all of the assets of a division of The Firestone Tire & Rubber Company. In 1988, Accuride was purchased by Phelps Dodge Corporation. In November 1997, Accuride entered into a stock subscription agreement with an affiliate of Kohlberg Kravis Roberts & Co. L.P. ("**KKR**") through which KKR acquired a controlling interest in Accuride. In January 2005, a wholly owned subsidiary of Accuride was merged with and into Transportation Technologies Industries, Inc. ("**TTI**"), resulting in TTI becoming a wholly owned subsidiary of Accuride. On April 26, 2005, Accuride completed the initial public offering of 11 million shares of common stock, which was traded on the New York Stock Exchange under the symbol "ACW." On November 12, 2008, Accuride's common stock was removed from the NYSE and began trading under the symbol "AURD" on the Over The Counter Bulletin Board. On January 1, 2009, Accuride offset the principal (approximately $64 million) owed by Accuride Canada under three promissory notes against amounts owed by Accuride to Accuride Canada on account of Accuride's purchase of steel wheels (approximately $86.8 million). Immediately after the offset of the principal balance of the notes, Accuride owed Accuride Canada approximately $22 million. There are currently approximately 47,506,895 shares of common stock outstanding and one share of Series A preferred stock outstanding.

B. OVERVIEW OF THE DEBTORS' BUSINESS

The Debtors are among the largest and most diversified manufacturers and suppliers of commercial vehicle components in North America. The Company's products include wheels, wheel-end components and assemblies, truck body and chassis parts, seating assemblies and other commercial vehicle components. These products are marketed under several well-recognized brands in the industry, including Accuride, Gunite, Imperial, Bostrom, Fabco, Brillion and Highway Original.

1. Business Operations and Sales

While Accuride is headquartered in Evansville, Indiana, the Company has approximately 2,268 active employees and 19 technologically-advanced facilities across the United States, Mexico, and Canada. Among the active employees, 1,892 are located in the United States, 146 are located in Canada, and 230 are located in Mexico. The Company's U.S. manufacturing operations are located in Alabama, California, Illinois, Indiana, Kentucky, Ohio, Pennsylvania, Tennessee, Texas, Virginia, Washington, and Wisconsin. In addition, the Company has manufacturing facilities located in Canada and Mexico. A corporate organization chart is attached as hereto as Exhibit B.

The Company's consolidated net sales were approximately $1.4 billion in 2006, $1.0 billion in 2007, $931.4 million in 2008, and $424.0 million for the 9 months ending September 30, 2009. The Company's consolidated net income was approximately $65.1 million in 2006, a net loss of $8.6 million in 2007, a net loss of $328.3 million in 2008, and a net loss of $100.5 million for the 9 months ending September 30, 2009. The Company's consolidated EBITDA was approximately $211.7 million in 2006, $99.3 million in 2007, $41.7 million in 2008, and $13.1 million for the 9 months ending September 30, 2009.

The Debtors offer the broadest product line in the North American heavy- and medium-duty wheel industry. The Company is the only North American manufacturer and supplier of both steel and forged aluminum heavy- and medium-duty wheels. The Company produces wheels for buses, commercial light trucks, heavy-duty pick-up trucks, and military vehicles. The Company's line of heavy- and medium-duty wheels accounted for approximately 41.2% of the Company's first 9 months of 2009 net sales, 42% of the Company's 2008 net sales, and 47% of the Company's 2007 net sales.

The Debtors are a leading North American supplier of wheel-end components and assemblies to the heavy- and medium-duty truck markets and related aftermarket. The Company markets wheel-end components and

assemblies under the Gunite brand. The Company produces basic wheel-end systems including: disc wheels, hubs, brake drums, spoke wheel/brake drum assemblies, spoke wheel/brake rotor assemblies, and disc wheel hub/brake rotor assemblies. The Company also manufactures a full line of wheel-end components for the heavy- and medium-duty truck markets, such as brake drums, disc wheel hubs, spoke wheels, rotors and automatic slack adjusters. The Company's line of wheel-end components and assemblies accounted for approximately 26.8% of the Company's first 9 months of 2009 net sales, 23% of the Company's 2008 net sales, and 20% of the Company's 2007 net sales.

The Company is a leading supplier of truck body and chassis parts to heavy- and medium-duty truck manufacturers, including bus manufacturers. The Company fabricates a broad line of truck body and chassis parts under the Imperial brand name, including bumpers, battery and toolboxes, crown assemblies, bus component and chassis assemblies, fuel tanks, roofs, fenders, and crossmembers. The Company also provides a variety of value-added services, such as chrome plating and polishing, hood assembly, and the kitting and assembly of exhaust systems. The Company specializes in the fabrication of components requiring a significant amount of tooling or customization. The Company's truck body and chassis parts manufacturing operations are characterized by low-volume production runs. The Company's line of truck body and chassis parts accounted for approximately 12.7% of the Company's first 9 months of 2009 net sales, 12% of the Company's 2008 net sales, and 14% of the Company's 2007 net sales.

Under the Bostrom brand name, the Debtors design, engineer and manufacture air suspension and static seating assemblies for heavy- and medium-duty trucks, related aftermarkets, and school and transit buses. The majority of North American heavy-duty truck manufacturers offer the Company's seats as standard equipment or as an option. Seating assemblies are primarily differentiated on comfort, price, and quality, with driver comfort being especially important given the substantial amount of time that truck drivers spend on the road. The Company's line of air suspension and static seating assemblies accounted for approximately 4.1% of the Company's first 9 months of 2009 net sales, 4% of the Company's 2008 net sales, and 5% of the Company's 2007 net sales.

The Debtors also produce other commercial vehicle components, including steerable drive axles and gearboxes as well as engine and transmission components. These other product lines accounted for approximately 15.2% of the Company's first 9 months of 2009 net sales, 19% of the Company's 2008 net sales, and 15% of the Company's 2007 net sales.

2. Customers

The vast majority of the Debtors' sales are to the heavy- and medium-duty truck and commercial trailer original equipment manufacturers ("**OEMs**") and their related aftermarkets. The remainder of sales are made to customers in the light truck, specialty and military vehicle and other industrial markets. The Company markets components to more than 1,000 customers and its customer base includes substantially all of the leading North American commercial vehicle OEMs, such as Daimler Truck North America, LLC, with its Freightliner, Western Star and Thomas Built brand trucks; PACCAR, Inc., with its Peterbilt and Kenworth brand trucks; Navistar Corporation, with its International brand trucks; and Volvo Truck Corporation, or Volvo/Mack, with its Volvo and Mack brand trucks. In addition, the Company markets to the major aftermarket suppliers, including OEM dealer networks, wholesale distributors, and aftermarket buying groups. The Company's primary commercial trailer customers include leading commercial trailer OEMs, such as Great Dane Limited Partnership and Wabash National, Inc. The Company's largest customers are Daimler Truck North America, PACCAR, Navistar Corporation, and Volvo/Mack, which, combined, accounted for approximately 54.5% of the Company's first 9 months of net sales in 2009. Accuride's largest light truck customer is General Motors Corporation. Accuride Canada manufactures parts, which are then sold to Accuride to on-sell to General Motors.

3. Competition, Cyclicality, and Seasonality

The Company operates in highly competitive markets. However, no single manufacturer competes with all of the products manufactured and sold by the Company in the heavy- and medium-duty truck market, and the degree of competition varies among the different products that the Company sells. In each of the Company's markets, the Company competes on the basis of price, manufacturing and distribution capabilities, product quality, product design, product line breadth, delivery, and service.

The commercial vehicle components industry is highly cyclical, and in large part, depends on the overall strength of the demand for heavy- and medium-duty trucks. These industries have historically experienced significant fluctuations in demand based on factors such as general economic conditions, gas prices, interest rates, government regulations, and consumer confidence. In addition, the Company's operations are typically seasonal as a result of regular customer maintenance and model changeover shutdowns, which typically occur in the third and fourth quarter of each calendar year. This seasonality can result in decreased net sales and profitability during the third and fourth quarters of each calendar year.

C. OVERVIEW OF THE PREPETITION CAPITAL STRUCTURE

1. Senior Credit Facility

Accuride and Accuride Canada are borrowers (the "**Borrowers**") under the Fourth Amended and Restated Credit Agreement, dated as of January 31, 2005 (the "**Prepetition Credit Agreement**"), and amended pursuant to that certain First Amendment, dated as of November 28, 2007 (the "**First Amendment**"), that certain Second Amendment, dated as of January 28, 2009 (the "**Second Amendment**"), that certain Third Amendment and Consent to the Fourth Amended and Restated Credit Agreement; and First Amendment to the Amended and Restated Guarantee and Collateral Agreement, dated as of August 14, 2009 (the "**Third Amendment**") and that certain Fourth Amendment and Canadian Forbearance Agreement, dated as of October 8, 2009 (the "**Fourth Amendment**"). As set forth in the Prepetition Credit Agreement, Accuride is the "**U.S. Borrower**" and Accuride Canada is the "**Canadian Borrower**."

The senior secured credit facilities provided for under the Prepetition Credit Agreement (the "**Prepetition Credit Facilities**") consist of (a) a U.S. term credit facility in an aggregate principal amount of $550 million, which requires annual amortization payments of 1% per year, with the balance payable on January 31, 2011 (the "**Prepetition Term Facility**"); (b) a U.S, revolving credit facility in an aggregate principal amount of up to $76 million (the "**Prepetition US Revolver**") and (c) a Canadian revolving credit facility in an aggregate principal amount of up to $24 million (the "**Prepetition Canadian Revolver**", and together with the Prepetition US Revolver, the "**Prepetition Revolving Facility**"). In April 2009, Accuride made a draw of $30.6 million under the Prepetition Revolving Facility, which reduced availability under the Prepetition Revolving Facility to approximately $1.5 million, excluding $24.2 million of unfunded commitments held by Lehman Commercial Paper, Inc. The commitments under the Prepetition Revolving Facility were terminated on the Petition Date. As of the Petition Date, the outstanding balance under the Prepetition Credit Facilities, including undrawn letters of credit, was approximately $304.6 million.

Accuride's obligations under the Prepetition Credit Agreement are guaranteed by all of Accuride's domestic subsidiaries. Accuride Canada's obligations under the Prepetition Credit Agreement are guaranteed by Accuride and all of Accuride's domestic subsidiaries. The obligations of Accuride and its domestic subsidiaries under the Prepetition Credit Agreement and the related guarantees are secured by, among other things, a first-priority lien on and security interest in substantially all of the U.S. properties and assets of Accuride and its domestic subsidiaries. The obligations of Accuride Canada under the Prepetition Credit Agreement are secured by substantially all of the properties and assets of Accuride Canada and, by virtue of the guarantees, all of the properties and assets of Accuride and Accuride's domestic subsidiaries.

Additionally, the Debtors are obligated in the amount of approximately $2.2 million to Deutsche Bank AG, as counterparty on account of a Bank Hedge Agreement (as defined in the Prepetition Credit Agreement) which terminated shortly after the Petition Date. Payment of such amount comprises part of the First Out Loan Obligations (as defined in the Prepetition Credit Agreement) for all purposes and is secured by the Debtors' assets and property on a *pari passu* basis with the other obligations under the Prepetition Credit Agreement.

2. Senior Subordinated Notes

Effective January 31, 2005, Accuride issued $275 million aggregate principal amount of the Subordinated Notes pursuant to the Indenture. Interest on the Subordinated Notes is payable on February 1 and August 1 of each year. The aggregate Subordinated Notes Claims, including interest accrued through the Petition Date, are $291,222,736.98 million. The Subordinated Notes are general unsecured obligations ranking senior in right of

payment to all of Accuride's existing and future subordinated indebtedness. The Subordinated Notes are subordinated to all existing and future senior indebtedness including indebtedness incurred under the Prepetition Credit Agreement. Although initially issued in a private placement, through an exchange offer in May 2005, the Subordinated Notes were subsequently registered under the Securities Act.

3. February 2009 Transactions

In late 2008, Accuride realized that it would soon be in violation of certain financial covenants under the Prepetition Credit Agreement in light of continuing deterioration in the Company's business due to, among other things, the recession discussed below. In order to avoid breaching these covenants, in February 2009, Accuride completed a series of transactions to provide the Company with financial covenant relief and enhanced liquidity for fiscal 2009 (the "**February Transactions**").

The February Transactions included the Second Amendment and a transaction with Sun Accuride Debt Investments, LLC ("**Sun Capital**"), an affiliate of Sun Capital Securities Group, LLC, in which Sun Capital became the holder of approximately $70 million principal amount of Accuride's indebtedness outstanding under the Prepetition Term Facility (the "**Sun Loans**"). In connection with such transaction with Sun Capital, Sun Capital executed a certain Last Out Debt Agreement (the "**Prepetition Last Out Debt Agreement**").

The Second Amendment, among other things, adjusted certain financial covenants under the Prepetition Credit Agreement applicable to the fourth quarter of 2008 through the fourth quarter of 2010, including senior secured leverage, leverage, interest coverage and fixed charge coverage ratios, and extended the maturity date of the Prepetition Revolving Facility until January 31, 2011. Accuride was able to negotiate these adjusted financial covenants with the Prepetition Lenders as a result of Sun Capital's willingness to subordinate its right to payment of the Sun Loans (the "**Prepetition Last Out Loans**") to the payment in full of the other loans outstanding under the Prepetition Term Facility (the "**Prepetition First Out Loans**"). Sun Capital also agreed to modify certain voting provisions and other rights of the holder of the Prepetition Last Out Loans under the Prepetition Credit Agreement.

Under the Second Amendment, Accuride re-priced the indebtedness outstanding under the Prepetition Credit Agreement as follows:

(a) Interest on the Prepetition First Out Loans and on debt outstanding under the Prepetition Revolving Facility will accrue at an annual rate of LIBOR plus 500 basis points, with a LIBOR floor of 300 basis points;

(b) Interest on the Prepetition Last Out Loans will accrue at an annual rate of (i) LIBOR plus 1000 basis points per annum, with a LIBOR floor of 300 basis points (the "**PIK Rate**"), if interest is payable in kind ("**PIK**") on any relevant interest payment date, or (ii) LIBOR plus 800 basis points per annum, with a LIBOR floor of 300 basis points (the "**Cash Pay Rate**"), if interest is payable in cash on any relevant interest payment date;

(c) Until December 31, 2009, interest on the Prepetition Last Out Loans will accrue at the PIK Rate. After December 31, 2009, interest on the Prepetition Last Out Loans will accrue at the PIK Rate unless certain conditions shall have been satisfied as of the relevant interest payment date (including (i) average liquidity of the Company, as of the last day of the immediately preceding fiscal quarter, shall have exceeded a certain amount and (ii) Accuride shall have been in compliance with the financial covenants set forth in the Prepetition Credit Agreement at the end of the most recently ended financial quarter for which financial statements were delivered to the Prepetition Agent). If these conditions are satisfied, interest on the Prepetition Last Out Loans will accrue at the Cash Pay Rate and be payable in cash. Because Accuride was not in compliance with the financial covenants set forth in the Prepetition Credit Agreement on September 30, 2009, Accuride does not contemplate that interest on the Prepetition Last Out Loans will accrue at the Cash Pay Rate or be payable in cash after December 31, 2009. Interest on the Prepetition Last Out Loans accruing at the PIK Rate is payable on a first-out basis as a Prepetition First Out Loan.

In connection with the Prepetition Last Out Loans and pursuant to the Prepetition Last Out Debt Agreement, Accuride issued a warrant (the "**Prepetition Warrant**") to Sun Capital exercisable for up to twenty-five percent (25%) of Accuride's fully-diluted common stock. Sun Capital partially exercised the Prepetition Warrant on September 28, 2009, obtaining 24.5% of Accuride's then outstanding common stock.

In connection with the Prepetition Last Out Loans, Accuride also issued one share of a new class of preferred stock (the "**Class A Preferred Share**") to Sun Capital. The Class A Preferred Share grants the holder the right to nominate five directors (the "**Sun Capital Directors**") and nominate one independent director to Accuride's board of directors. As part of the February Transactions, Accuride also amended its Bylaws to require the approval of two-thirds of Acccuride's board of directors for certain corporate actions.

D. LITIGATION CLAIMS

A non-exhaustive list of Accuride's litigation claims is set forth on Plan Schedule 2. Among other litigation, Accuride has filed a claim against Forgitron Technologies, LLC and Automated Wheels, LLC, for the alleged misappropriation of Accuride's trade secrets relating to the manufacture of aluminum wheels. The portion of the suit against Forgitron Technologies, LLC was settled on October 1, 2009. The portion of the suit against Automated Wheels, LLC continues. Accuride and Automated Wheels, LLC filed preliminary pleadings in the matter and began the discovery process. Automated Wheel was subsequently placed into receivership and a receiver was appointed. Accuride has filed a proof of claim with the receiver for Automated Wheels, but the potential creditor recoveries have not yet been determined.

Additionally, Accuride has tendered a request for indemnification from Shanghai Baolong Industries, Co., Ltd. regarding an open product liability issue.

E. EVENTS LEADING TO THE CHAPTER 11 FILING

1. Global Economic Crisis and Automotive Industry

In late 2008, the current global economic crisis began, significantly affecting the automotive industry. The purchase of new commercial vehicles is highly dependent upon macroeconomic factors, such as Gross Domestic Product and interest rates. In addition, the commercial vehicle components industry is highly cyclical and, in large part, depends on the overall strength of the demand for heavy- and medium-duty trucks. These industries have historically experienced significant fluctuations in demand based on factors such as general economic conditions, gas prices, interest rates, government regulations, and consumer confidence. Following the economic recession in 2001 and through 2006, the commercial vehicle industry experienced increasing demand for new vehicles as trucking fleets replaced aging vehicles ahead of new EPA standards effective in January 2007 requiring lower emissions for diesel engines. As forecasted by the industry analysts, including America's Commercial Transportation Publications, industry demand declined in the first half of 2007 by approximately 23% from the previous year as trucking fleets reduced purchases of new vehicles. Beginning in late 2007, trucking fleets began to delay purchases as the freight environment weakened as growth in the U.S. economy began to slow. Following the economic meltdown in late 2008, the already weak freight environment continued to erode which created excess capacity in the trucking industry allowing fleets to further delay new truck purchases. Exacerbated by the current, unprecedented downturn in the U.S. economy and tightened credit terms, demand for commercial vehicles in 2009 is forecasted by industry analysts to decline, for the third consecutive year, to levels not seen since the recession of 1982.

The impact of the prolonged and severely depressed demand for trucks and trailers in the commercial vehicle industry has substantially and negatively impacted the Debtors. The Company's enterprise value has substantially declined and the Company's stock price has decreased from a high of $16.91 per share in 2007, to a high of $8.93 per share in 2008, to a current price of less than $0.20 per share. The Subordinated Notes are also selling at a discount to face value.

In addition, Accuride's production and consolidated net sales volumes are down in all product lines. The Company's consolidated net sales in the second quarter of 2009 were down approximately forty-five percent (45%)

as compared to second quarter of 2008. The Company's consolidated gross profit also fell to $55.6 million in 2008, down $30.9 million from the 2007 gross profit of $86.5 million. These decreases are primarily due to reduced sales and operating inefficiencies related to low production volume.

In response to the global economic crisis, in September 2008 the Company engaged in a strategic restructuring to reduce expenses, increase competitiveness, strengthen customer relationships and enhance shareholder value. The two key components of the strategic restructuring were a significant reduction in staffing levels and a focus on cost savings primarily related to inventory reductions, headcount and freight costs. The financial benefits associated with this strategic restructuring are expected to begin in fiscal year 2010.

2. Credit Agreement Waivers; Indenture Forbearance Agreements

Credit Agreement Waivers

During the second quarter of 2009, the Company determined that, as of June 30, 2009, it would likely be in violation of certain financial covenants under the Prepetition Credit Facilities. As a result, effective on July 8, 2009, Accuride, Accuride Canada, Accuride's domestic subsidiaries, the Prepetition Lenders, Citicorp USA, Inc., as existing administrative agent, and the Prepetition Agent, as successor administrative agent, entered into a temporary waiver agreement with respect to the Prepetition Credit Agreement ("**First Temporary Waiver**"). Pursuant to the First Temporary Waiver, the Prepetition Lenders agreed to waive Accuride's compliance with certain financial covenants (specifically, the Senior Secured Leverage Ratio, the Interest Coverage Ratio, and the Fixed Charge Coverage Ratio (each as defined in the Prepetition Credit Agreement)) (the "**Specified Defaults**") under the Prepetition Credit Agreement for the fiscal quarter ended June 30, 2009, for the duration of the Temporary Waiver Period (as defined in the First Temporary Waiver). In addition, the First Temporary Waiver required that Accuride (a) pay interest on advances and all outstanding obligations under the Prepetition Credit Agreement at an annual rate of 2.0% plus the otherwise applicable rate during the Temporary Waiver Period, (b) comply with certain restrictions on incurring additional debt, making investments and selling assets, and (c) comply with minimum liquidity requirements specified in the First Temporary Waiver. The First Temporary Waiver Period terminated on August 15, 2009.

On August 15, 2009, Accuride, Accuride Canada, Accuride's domestic subsidiaries and the Prepetition Lenders entered into a Second Temporary Waiver Agreement (the "**Second Temporary Waiver**"). Under the terms of the Second Temporary Waiver, the Prepetition Lenders agreed to continue to waive the Company's non-compliance with the Specified Defaults through the Second Temporary Waiver Period (as defined in the Second Temporary Waiver). In addition, the Prepetition Lenders agreed to waive any default under Section 7.01(e) of the Prepetition Credit Agreement (a "**7.01(e) Default**") if the Company failed to make the interest payment due and owing on August 1, 2009, to the holders of the Subordinated Notes. The Second Temporary Waiver required Accuride to (a) pay interest on advances and all outstanding obligations under the Prepetition Credit Agreement at an annual rate of 2.0% plus the otherwise applicable rate during the Second Temporary Waiver Period, (b) comply with certain reporting requirements and restrictions on incurring additional debt, making investments and selling assets, (c) comply with minimum liquidity requirements specified in the Second Temporary Waiver and (d) deliver updated schedules in accordance with milestones specified in the Second Temporary Waiver. The Second Temporary Waiver Period terminated on September 15, 2009.

On September 15, 2009, Accuride, Accuride Canada, Accuride's domestic subsidiaries and the Prepetition Lenders entered into a Third Temporary Waiver Agreement (the "**Third Temporary Waiver**"). Under the terms of the Third Temporary Waiver, the Prepetition Lenders agreed to continue to waive the Company's non-compliance with the Specified Defaults, the 7.01(e) Default, and the technical default due to the failure of the Company to pay an interest payment that was due on August 26, 2009 (the "**Interest Payment Default**"), each through the Third Temporary Waiver Period (as defined in the Third Temporary Waiver). Under the Third Temporary Waiver, Accuride agreed to further conditions and restrictions and agreed to comply with specified minimum liquidity requirements. The Third Temporary Waiver Period would have ended on September 25, 2009, but the Steering Committee (as defined in the Third Temporary Waiver), pursuant to a letter dated September 25, 2009, and in accordance with the terms of the Third Temporary Waiver, consented to the extension of the deadline (and thus the Third Temporary Waiver Period) to September 30, 2009. The Third Temporary Waiver Period, as extended, terminated on September 30, 2009.

On September 30, 2009, Accuride, Accuride Canada, Accuride's domestic subsidiaries and the Prepetition Lenders entered into a Fourth Temporary Waiver Agreement (the "**Fourth Temporary Waiver**"). Under the Fourth Temporary Waiver, the Company agreed to comply with conditions and restrictions specified in the Fourth Temporary Waiver and substantially similar to those under the Third Temporary Waiver. Under the Fourth Temporary Waiver, the Prepetition Lenders agreed to continue to waive the Company's non-compliance with the Specified Defaults, the 7.01(e) Default, and the Interest Payment Default during the Fourth Temporary Waiver Period (as defined in the Fourth Temporary Waiver). The Fourth Temporary Waiver Period terminated on October 5, 2009.

On October 5, 2009, Accuride, Accuride Canada, Accuride's domestic subsidiaries and the Prepetition Lenders entered into a Fifth Temporary Waiver Agreement (the "**Fifth Temporary Waiver**," and together with the First Temporary Waiver, the Second Temporary Waiver, the Third Temporary Waiver, and the Fourth Temporary Waiver, the "**Temporary Waivers**"). Under the Fifth Temporary Waiver, the Company agreed to comply with the conditions and restrictions specified in the Fifth Temporary Waiver and substantially similar to those under the Third Temporary Waiver and the Fourth Temporary Waiver. Under the Fifth Temporary Waiver, the Prepetition Lenders agreed to continue to waive the Company's non-compliance with the Specified Defaults, the 7.01(e) Default, and the Interest Payment Default during the Fifth Temporary Waiver Period (as defined in the Fifth Temporary Waiver). The Fifth Temporary Waiver Period terminated on October 8, 2009.

Indenture Forbearance Agreements

The Company did not make the interest payment to the holders of the Subordinated Notes (the "**Prepetition Noteholders**") that was due August 3, 2009 (the "**Default**"). Under the terms of the Indenture, the Company had a 30-day grace period to make the interest payment before the failure to make such payment would constitute an Event of Default (as defined in the Indenture). On August 31, 2009, the Company entered into a forbearance agreement (the "**First Forbearance Agreement**") with the Ad Hoc Noteholders Group. Under the First Forbearance Agreement, the Ad Hoc Noteholders Group agreed to forbear from exercising their rights and remedies under the Indenture with respect to the Default until the earliest to occur of (a) September 30, 2009, and (b) the occurrence of any Termination Event (as defined in the First Forbearance Agreement). As one of the conditions to such forbearance, Accuride agreed to deliver a final restructuring term sheet (the "**Final Term Sheet**"), in form and substance acceptable to the Ad Hoc Noteholders Group and the Prepetition Lenders, on or before September 15, 2009 (the "**Final Term Sheet Deadline**"). As it became clear that Accuride would not be able to comply with the Final Term Sheet Deadline, Accuride and the Ad Hoc Noteholders Group entered into a letter agreement, dated September 15, 2009, pursuant to which the Final Term Sheet Deadline was extended to September 25, 2009. On September 25, 2009, the Ad Hoc Noteholders Group agreed pursuant to a second letter agreement to extend the Final Term Sheet Deadline to September 30, 2009.

On September 30, 2009, the Company entered into a second forbearance agreement with the Ad Hoc Noteolders Group (the "**Second Forbearance Agreement**"). Under the Second Forbearance Agreement, the Ad Hoc Noteholders Group agreed to continue to forbear from exercising their rights and remedies under the Indenture with respect to the Default. The Second Forbearance Agreement terminated on October 5, 2009.

On October 6, 2009, the Company entered into a third forbearance agreement with the Ad Hoc Noteholders Group (the "**Third Forbearance Agreement**," and together with the First Forbearance Agreement and the Second Forbearance Agreement, the "**Forbearance Agreements**"). Under the Third Forbearance Agreement, the Ad Hoc Noteholders Group agreed to continue to forbear from exercising their rights and remedies under the Indenture with respect to the Default. The Third Forbearance Agreement terminated on October 8, 2009.

3. Evaluation of Strategic Alternatives; Restructuring Preparations

Since the first quarter of 2009, the Company has been proactively evaluating strategic alternatives to address ongoing liquidity and financing concerns, including the sale of non-core assets and/or alternative debt structures, such as debt-for-debt or debt-for-equity agreements. In addition, mindful of Sun Capital's role on Acccuride's board of directors, its status as a Prepetition Lender, Prepetition Noteholder, holder of the Class A Preferred Share and holder of common stock and the unexercised portion of the Prepetition Warrant exercisable for additional common stock, the Board of Directors appointed a special committee of independent directors who are

not directly or indirectly affiliated with Sun Capital and who are not members of the Company's management (the "**Special Committee**"). Accuride's board of directors asked the Special Committee to identify and evaluate strategic alternatives, with the input of management, counsel and financial advisors, and to recommend an appropriate course of action to the full board of directors. Perella Weinberg Partners LP and UBS Securities LLC were engaged as financial advisors in connection with this review. The Special Committee and its advisors conducted a comprehensive review of strategic alternatives and explored a variety of out-of-court and in-court restructuring options. The Company's representatives also held numerous meetings with the Prepetition Lenders and the Ad Hoc Noteholders Group, attempting to negotiate alternatives to a chapter 11 filing.

During the course of the review of strategic alternatives, it became apparent that a significant new capital investment would be required in order for the Company to satisfy its working capital and liquidity requirements, whether in the context of an out-of-court or in-court restructuring. As part of this process, the Company's financial advisor contacted approximately 25 parties in an attempt to solicit proposals for new capital financing for the Company. The Company's financial advisor indicated that the available alternatives to the Rights Offering (if any) were either more expensive or less feasible than the Rights Offering. The Company believes the process of exploring financing alternatives was comprehensive and exhaustive.

After several weeks of active and arm's-length negotiations, the Company, in consultation with its advisors, reached prepetition agreements in principal with certain Prepetition Lenders and the Ad Hoc Noteholders Group, representing a substantial majority of Prepetition Lenders and the Prepetition Noteholders respectively, on a pre-arranged restructuring plan, including the key terms of the Restructured Credit Facility, the distributions under the Plan to Holders of Subordinated Notes Claims and Other Equity Interests in Accuride, and the treatment of general unsecured claims. The Company believes that the prearranged restructuring plan is the best restructuring alternative reasonably available to the Company. The Company also secured commitments for a new capital investment of $140 million, to be completed in the form of the Rights Offering, that the Company plans to utilize to fund its working capital requirements and to repay portions of its senior debt obligations in order to delever its balance sheet. The Company believes that the Rights Offering represented the best terms for financing reasonably available to the Company in this context. The Equity Committee disagrees with the Debtors and believes (i) the restructuring plan is not the best alternative available to the Debtors and (ii) the Rights Offering does not represent the best terms for financing reasonably available to the Debtors in this context.

The Plan represents a significant achievement for the Company and should greatly enhance the Company's ability to reorganize successfully and expeditiously. Through confirmation of the Plan implementing the terms of the pre-arranged restructuring, the Company will restructure and substantially deleverage its balance sheet; reduce its cash interest expense to a level that is aligned with its expected future cash flows; retain additional flexibility to invest in growth initiatives to maximize enterprise value; and maintain very favorable pricing to the Company under the Prepetition Credit Agreement. Additionally, the Company expects that it will continue to generate significant liquidity from its operations, including during these Chapter 11 Cases. For all of these reasons, the Company believes that during the course of, and following, these Chapter 11 Cases it will be exceptionally well-positioned going forward.

Notwithstanding the global economic circumstances that contributed to the Company's current liquidity challenges, the Company is a global market leader in the manufacture and sale of automotive wheels. The Company is among the largest wheel producers in the world, ranking first or second in most markets and product segments, with a broad customer base, low production costs and diversified product offerings and revenue streams in major regions of the world. The Company is also generally recognized as a global wheel technology innovator with technologically advanced manufacturing facilities. Similarly, the Company has an experienced senior management team with significant automotive and best practices experience, as well as a proven track record of restructuring the Company's business.

The commencement of the Chapter 11 Cases affords the Company the opportunity to adjust its debt levels and capital structure in a manner that is commensurate with its projected cash flows. The Debtors expect to accomplish this goal through a process that will be consensual and that has the support of its key constituents.

The Debtors' restructuring efforts are designed to result in greater profitability for the Company and to solidify their position as the market leader in their product categories. The Debtors expect to expeditiously emerge

from chapter 11 having rationalized their capital structure by reducing debt to levels commensurate with their cash flow generating capacity and industry norms. Reducing leverage should create financial flexibility for future operating requirements and capital expenditures and improve liquidity. The Debtors believe that the efforts they have taken, and expect to take, will return the most value to the Company's stakeholders.

The Board of Directors of each Debtor approved the chapter 11 filings on October 5, 2009 and the Debtors filed the Chapter 11 Cases on October 8, 2009.

F. RESTRUCTURING SUPPORT AGREEMENTS

1. Noteholder Restructuring Support Agreement

On October 7, 2009, the Company entered into the Noteholder Restructuring Support Agreement with the holders of approximately 70% of the principal amount of the Subordinated Notes then outstanding (each, a "**Supporting Noteholder**" and collectively, the "**Supporting Noteholders**"). Pursuant to the Noteholder Restructuring Support Agreement, each Supporting Noteholder agreed to exercise all votes to which it is entitled with respect to the principal amount of Subordinated Notes subject to the Noteholder Restructuring Support Agreement to accept the Plan. These votes represent approximately 70% of the dollar amount of the Class 7 Subordinated Notes Claims.

While the Noteholder Restructuring Support Agreement is in effect, each Supporting Noteholder agreed not to transfer any Subordinated Notes held by it that are subject to the Noteholder Restructuring Support Agreement except to a transferee who agrees to be bound by the Noteholder Restructuring Support Agreement.

The Noteholder Restructuring Support Agreement may be terminated by any Supporting Noteholder or group of Supporting Noteholders holding more than 50% of the aggregate principal face amount of the Subordinated Notes that are subject to the terms of the Noteholder Restructuring Support Agreement (the "**Requisite Supporting Noteholders**") if, *inter alia*, Prepetition Lenders representing at least 67% of the aggregate principal amount of the Prepetition First Out Credit Facility Claims have not executed the Lender Restructuring Support Agreement within seven Business Days of the entry of the Disclosure Statement Order. As of the Petition Date, Prepetition Lenders representing 57% of the aggregate principal amount of the Prepetition First Out Credit Agreement Claims executed the Lender Restructuring Support Agreement. The Debtors and the Supporting Lenders (as defined below) expect to solicit additional signatures to the Lender Restructuring Support Agreement after the Bankruptcy Court enters the Disclosure Statement Order. Any counterpart purported to be executed by a Prepetition Lender after the Petition Date but before the entry of the Disclosure Statement Order is null and void for all purposes.

The Requisite Supporting Noteholders may also terminate the Noteholder Restructuring Support Agreement for several other reasons, including but not limited to, if (i) the Effective Date has not occurred within one hundred ninety days after the Petition Date, (ii) the Plan ultimately confirmed by the Bankruptcy Court does not conform in all economic and other material respects to the term sheets attached to the Noteholder Restructuring Support Agreement, (iii) Accuride has materially breached its obligations under the Noteholder Restructuring Support Agreement or (iv) the Lender Restructuring Support Agreement (as defined below) shall have been terminated. Should the Noteholder Restructuring Support Agreement be terminated, Accuride may not be able to obtain the support of the Prepetition Noteholders required to adopt the Plan. In addition, termination of the Noteholder Restructuring Agreement constitutes a default under the DIP Credit Facility Agreement and the Backstop Commitment Agreement. If the DIP Credit Facility Agreement and Backstop Commitment Agreement terminate, Accuride would not be able to consummate the Plan in its current form.

2. Lender Restructuring Support Agreement

Also on October 7, 2009, the Company entered into the Lender Restructuring Support Agreement with the holders of approximately 57% of the principal amount of the loans outstanding under the Prepetition Credit Agreement. Pursuant to the Lender Restructuring Support Agreement, each Prepetition Lender party thereto (each, a "**Supporting Lender**" and collectively, the "**Supporting Lenders**") agreed to exercise all votes to which it is entitled to accept the Plan. These votes represent approximately 57% of the dollar amount of the Prepetition First

Out Credit Agreement Claims. Accuride and the Supporting Lenders expect to solicit additional signatures to the Lender Restructuring Support Agreement after the Bankruptcy Court enters the Disclosure Statement Order. Any counterpart purported to be executed by a Prepetition Lender after the Petition Date but before the entry of the Disclosure Statement Order is deemed null and void for all purposes.

While the Lender Restructuring Support Agreement is in effect, the Supporting Lenders agreed to not transfer any Claims except to a transferee who agrees to be bound by the Lender Restructuring Support Agreement.

The Requisite Independent Supporting Lenders may terminate the Lender Restructuring Support Agreement for several reasons, including but not limited to, if (i) the Effective Date has not occurred within one hundred ninety days after the Petition Date (ii) the Plan ultimately confirmed by the Bankruptcy Court does not conform in all economic and other material respects to the term sheets attached to the Lender Restructuring Support Agreement, (iii) Accuride has materially breached its obligations under the Lender Restructuring Support Agreement, (iv) a "Termination Date" occurs under the DIP Orders, the DIP Facility Credit Agreement or the other DIP Facility documentation, and the DIP Agent enforces of any of its rights and remedies thereunder, or (v) the Noteholder Restructuring Support Agreement or the obligations of the Backstop Investors under the Backstop Commitment Agreement shall have been terminated. Should the Lender Restructuring Agreement be terminated, Accuride may not be able to obtain the support of the Prepetition Noteholders required to adopt the Plan. In addition, termination of the Lender Restructuring Agreement constitutes a default under the DIP Credit Facility Agreement and the Backstop Commitment Agreement. If the DIP Credit Facility Agreement and Backstop Commitment Agreement terminate, Accuride would not be able to consummate the Plan in its current form.

- pay prepetition shipping and import obligations to common carriers and distributors;

- pay prepetition obligations to common carriers and contractors able to perfect mechanics' or artists', or other liens in respect of prepetition obligations;

- determine adequate assurance for future utility service and establish procedures for utility providers to object to such assurance;

- pay prepetition insurance obligations and to continue insurance coverage;

- maintain existing bank accounts, continue operation of its existing cash management system, continue entering into certain intercompany transactions among the Debtors and their non-debtor foreign entities and continue entering into currency exchange contracts and forward purchase contracts for certain raw materials; and

- remit and pay certain prepetition taxes and fees.

In addition to the foregoing relief, to prevent the imposition of the automatic stay from disrupting its business and to ensure continued deliveries on favorable credit terms, the Debtors sought and obtained Bankruptcy Court approval to pay the prepetition claims of certain vendors who the Debtors believed were essential to the ongoing operation of their businesses. Indeed, the Debtors' ability to pay the claims of these vendors was critical to maintaining ongoing business operations due to the Debtors' inability to acquire essential replacement goods and services of the same quality, reliability, cost or availability from other sources and, ultimately, to the success of the Debtors' Chapter 11 Cases.

Similarly, to reduce the potentially negative effects of its bankruptcy on operations, the Debtors sought and obtained Bankruptcy Court approval to pay prepetition claims of vendors entitled to administrative expense status under Section 503(b)(9) of the Bankruptcy Code. Satisfying these obligations early in their Chapter 11 Cases, rather than upon the Effective Date, will enable the Debtors to effectuate a smoother transition into chapter 11, and help alleviated some of the strain that a chapter 11 filing can place on a debtor's relationships with its vendors.

4. DIP Financing and Use of Cash Collateral

A critical goal of the Debtors' business stabilization efforts was to ensure the Debtors maintained sufficient liquidity to operate their businesses during the pendency of the Chapter 11 Cases. Therefore, on October 7, 2009, the Debtors reached an agreement with the DIP Lenders as to the terms of debtor-in-possession financing facilities. The Debtors were not able to obtain postpetition financing or other financing accommodations from any prospective lender or group of lenders on more favorable terms and conditions than those contained in the DIP Facility and described below. Specifically, the Debtors were unable to obtain debtor-in-possession financing without providing senior priming liens. The DIP Facility was negotiated in good faith and at arm's length, extensively and diligently considered by the Debtors' management and submitted to the Accuride board of directors for approval. The management of the Debtors' believes that the terms of the DIP Facility are fair and reasonable in light of current market conditions (particularly the lack of a ready market for any financing, including debtor-in-possession financing) and are in the best interests of the Debtors' estates.

On the Petition Date, the Debtors filed their Motion for Entry of Interim and Final Orders Pursuant to 11 U.S.C. §§ 105, 361, 362, 363 and 364: (I) Authorizing Debtors To (A) Obtain Post-Petition Financing, And (B) Grant Senior Liens, Junior Liens And Superpriority Administrative Expense Status; (II) Approving Use Of Cash Collateral; (III) Granting Adequate Protection To Certain Prepetition Secured Parties; (IV) Scheduling A Final Hearing; And (V) Granting Related Relief [Docket No. 20] (the "**DIP Motion**"). In the DIP Motion, the Debtors sought permission from the Court to enter into the DIP Facility among Accuride, the DIP Agent and the other DIP Lenders, pursuant to which the Debtors obtained a revolving credit facility of $25 million and a term loan first-in, last-out facility of $25 million. The $25 million of loans under the DIP Facility bears interest, at the election of Accuride, at a rate of LIBOR + 6.50% (with a LIBOR floor of 2.50%) or Base Rate + 5.50% (with a Base Rate floor of 3.50%), and the $25 million of first-in, last-out term loans under the DIP Facility bears interest, at the election of

Accuride, at a rate of LIBOR + 7.50% (with a LIBOR floor of 2.50%) or Base Rate + 6.50% (with a Base Rate floor of 3.50%). The Debtors' obligations under the DIP Facility were granted super-priority administrative claim status, and are secured by a first priority priming lien on substantially all of the U.S. properties and assets of Accuride and its domestic subsidiaries.

At the hearing held on October 9, 2009, the Bankruptcy Court entered the Interim DIP Order, which, among other things: (a) authorized the Debtors to borrow up to $25 million under the DIP Facility; and (b) approved the Debtors' request to use Cash Collateral, in each case, on an interim basis pending final approval of the DIP Facility and use of Cash Collateral after notice and a hearing.

At the hearing held on November 2, 2009, the Bankruptcy Court entered the Final DIP Order, which, among other things: (a) authorized the Debtors to borrow up to $50 million in the aggregate under the DIP Facility; and (b) approved the Debtors' request to use Cash Collateral, in each case, on a final basis.

The financing provided under the DIP Facility and the use of Cash Collateral has allowed the Debtors to, among other things: (a) continue their businesses in an orderly manner; (b) maintain their valuable relationships with vendors, shippers, suppliers, customers and employees; (c) pay various interest, fees and expenses under the DIP Facility; and (d) support their working capital, general corporate and overall operational needs - all of which were necessary to preserve and maintain the going-concern value of the Debtors' businesses and, ultimately, help ensure a successful reorganization.

B. THE OFFICIAL COMMITTEES OF UNSECURED CREDITORS AND EQUITY SECURITY HOLDERS

1. Appointment of the Official Committee of Unsecured Creditors

On October 21, 2009, the U.S. Trustee appointed the Official Committee of Unsecured Creditors pursuant to section 1102 of the Bankruptcy Code. The initial members of the Committee included the following: The Bank of New York Mellon Trust Company, N.A., as indenture trustee, Ryerson, Dawlen Corporation, B&D Thread Rolling, Inc. and Church Electric.

On November 25, 2009, the U.S. Trustee filed a First Amended Notice of Appointment of Committee of Unsecured Creditors, reflecting the resignation of B&D Thread Rolling, Inc. from the Committee. As a result, as of November 25, 2009, the members of the Committee included the following: The Bank of New York Mellon Trust Company, N.A., as indenture trustee, Ryerson, Dawlen Corporation and Church Electric.

On December 3, 2009, the U.S. Trustee filed a Second Amended Notice of Appointment of Committee of Unsecured Creditors, reflecting the resignation of Church Electric from the Committee. As a result, as of December 3, 2009, the members of the Committee included the following: The Bank of New York Mellon Trust Company, N.A., as indenture trustee, Ryerson and Dawlen Corporation.

The Committee retained (a) Irell & Manella, LLP as lead counsel; (b) Reed Smith LLP as Delaware counsel; and (c) Morris Anderson & Associates Ltd. as financial advisor.

2. Meeting of Creditors

The meeting of creditors pursuant to section 341 of the Bankruptcy Code was held on November 9, 2009 at J. Caleb Boggs Federal Building in Wilmington, Delaware. In accordance with Bankruptcy Rule 9001(5), one representative of the Debtors, as well as counsel to the Debtors, attended the meeting and answered questions posed by the U.S. Trustee and other parties in interest present at the meeting.

3. Appointment of Equity Committee

On or about October 13, 2009, Sonnenschein Nath & Rosenthal LLP, on behalf of Trimaran Investments II, L.L.C. ("**Trimaran**"), sent a letter to the Office of the United States Trustee requesting the appointment of an

official committee of equity security holders in these Chapter 11 Cases. Trimaran asserted that appointment of an official committee of equity security holders was appropriate because (a) the Debtors are not "hopelessly insolvent"; (b) shareholders are not adequately represented; (c) the bankruptcy cases are complex; and (d) the Debtors' other constituencies could not adequately protect the interests of equity holders. The Debtors and the Ad Hoc Noteholders Group responded to such letter and urged the United States Trustee to deny the request for the appointment of an official equity committee because, among other reasons (a) Trimaran has not met its burden of proving a substantial likelihood of a meaningful distribution to equity in these cases, (b) the interests of equity interest holders have been more than adequately represented in the months preceding the petition date and will be more than adequately represented during the Chapter 11 Cases, (c) Trimaran is more than capable of representing itself in the Chapter 11 Cases, and (d) the appointment of an official equity committee would be an unnecessary and unwarranted use of estate resources. Attached hereto as Exhibit H are (1) Trimarans' letters to the Office of the United States Trustee requesting the appointment of an official committee of equity security holders in these Chapter 11 Cases and (2) letters of the Debtors and the Ad Hoc Noteholders Group to the Office of the United States Trustee in opposition to the appointment of an official committee of equity holders.

On November 19, 2009, the United States Trustee appointed Trimaran Fund II LLC, Camillo Santomero, Albion Mezzanine Fund II LP, Thomas Logan, Albert Hoffman, Steve Kiefer and David Londoner as the official committee of equity security holders (the "**Equity Committee**").

The Equtiy Committee does not support confirmation of the Plan because it believes, among other things, that the Debtors have undervalued the Debtors and are depriving current equity holders of value. The Equity Committee urges equity holders to vote to reject the Plan.

On December 16, 2009, the Ad Hoc Noteholder Group filed a motion (the "**Dissolution Motion**") in the Bankruptcy Court seeking entry of an order pursuant to section 105(a) and 1102(a) of the Bankruptcy Code dissolving the official committee of equity security holders. The Bankruptcy Court will hear the Dissolution Motion at the time of the Plan confirmation hearing.

C. FILING OF THE SCHEDULES AND ESTABLISHMENT OF THE CLAIMS BAR DATE

1. Filing of the Schedules

On October 30, 2009, the Debtors filed their Schedules of Assets and Liabilities, Schedules of Current Income and Expenditures, Schedules of Executory Contracts and Unexpired Leases and Statements of Financial Affairs with the Bankruptcy Court pursuant to section 521 of the Bankruptcy Code.

2. Establishment of the Claims Bar Date

On November 2, 2009, the Bankruptcy Court entered that certain Order Pursuant to Bankruptcy Rule 3003(c)(3) and Local Rule 2002-1(e) Establishing Bar Dates and Related Procedures for Filing Proofs of Claim (Including for Administrative Expense Claims Under Section 503(b)(9) of the Bankruptcy Code) and Approving the Form and Manner of Notice Thereof, (Docket No. 349, the "**Bar Date Order**"), establishing November 30, 2009 as the Claims Bar Date and establishing April 6, 2010 as the Governmental Bar Date.

D. REORGANIZATION STRATEGY

1. Enhancing the Debtors' Business Operations

With the assistance of its advisors, the Debtors have been focused on developing and executing a reorganization strategy to (a) maximize the value of their Estates, (b) address the factors that led to the bankruptcy filing and (c) enable the Debtors to emerge from chapter 11 a stronger, more viable company. Specifically, this reorganization strategy is primarily (though not exclusively) focused on:

- restructuring the Debtors' balance sheet and emerging from chapter 11 with a long-term capital structure conducive to future profitability;

- managing the Debtors' business to enhance its financial and operating performance, including utilizing the unique powers and opportunities afforded to a chapter 11 debtor in possession; and

- reviewing the Debtors' Unexpired Leases to determine whether there are benefits to the Debtors in assuming or rejecting any Unexpired Leases.

Accuride Canada has not commenced insolvency proceedings in Canada, and continues to operate in the ordinary course.

2. Appropriate Capital Structure, Conversion of Debt and Rights Offering

As set forth above, as of September 30, 2009, the Debtors had outstanding debt of approximately $635 million. Upon emergence from chapter 11, the Reorganized Debtors are expected to have outstanding debt of approximately $374 million. the Reorganized Debtors will have an improved balance sheet and more appropriate capital structure resulting from (i) the conversion of $291,222,736.98 of Subordinated Notes into New Common Stock and (ii) the $140.0 million Rights Offering, which will be used, in part, to retire the Prepetition Last Out Credit Facility Claims of approximately $70 million. In addition to the reduction of leverage of the Reorganized Debtors upon emergence from chapter 11, the Reorganized Debtors will also realize a decrease in cash interest obligations of $23 million associated with the conversion to equity of the Subordinated Notes. Accuride and Accuride Canada will be party to the Restructured Credit Facility. The interest rates to be paid on the Restructured Credit Facility will be, at the option of the Debtors, either LIBOR plus 6.75% or base rate plus 5.75%.

E. EXCLUSIVE PERIOD FOR FILING A PLAN AND SOLICITING VOTES

Under the Bankruptcy Code, a debtor has the exclusive right to file and solicit acceptance of a plan or plans of reorganization for an initial period of 120 days from the date on which the debtor filed for voluntary relief. If a debtor files a plan within this exclusive period, then the debtor has the exclusive right for 180 days from the Petition Date to solicit acceptances to the plan. During these exclusive periods, no other party in interest may file a competing plan of reorganization; however, a court may extend these periods upon request of a party in interest and "for cause."

The Debtors' initial exclusive periods to file a plan and solicit acceptances of a plan are set to expire on February 5, 2010 and April 6, 2010, respectively.

F. DEADLINE TO ASSUME OR REJECT LEASES OF NONRESIDENTIAL REAL PROPERTY

Pursuant to section 365(d)(4) of the Bankruptcy Code, the time within which the Debtor have to assume or reject unexpired leases of nonresidential real property is also scheduled to expire on February 5, 2010, unless extended by order of the Bankruptcy Court.

G. SUMMARY OF THE RIGHTS OFFERING

Accuride Corporation and the Backstop Investors executed the Convertible Notes Commitment Agreement on October 8, 2009 (the "**Backstop Commitment Agreement**," attached to the Plan as Exhibit B). Although the Debtors will offer all holders of the Subordinated Notes who are accredited investors the opportunity to participate in the Rights Offering, it is possible that the Debtors will be unable to obtain sufficient commitments from the holders of the Subordinated Notes who are accredited investors to purchase $140 million of New Notes. To guard against this possibility, the Backstop Investors have agreed to "backstop" the Rights Offering and purchase any of the Debtors' New Notes that are not subscribed upon the subscription expiration date. The Backstop Investors are Blackrock Financial Management, Inc., Brigade Capital Management, LLC, Sankaty Advisors, LLC and Tinicum Lantern L.L.C, or their respective affiliates. Certain Backstop Investors owned Subordinated Notes as of the Petition Date.

In consideration for entry into the Backstop Commitment Agreement, the Backstop Investors are entitled to, and the Debtors are obligated to pay the Cash Backstop Fee and the Stock Backstop Fee (each as defined in the

Backstop Commitment Agreement, and together the "**Backstop Fees**") and the Debtors have agreed to reimburse or pay, as the case may be, the reasonable expenses of the Backstop Investors (the "**Transaction Expenses**"), including the fees and expenses of Rothschild Inc., financial advisor to the Backstop Investors, and Milbank, Tweed, Hadley & McCloy LLP and local Wilmington, Delaware counsel, as legal advisors to the Backstop Investors and reasonable fees and expenses of any other professional retained by the Backstop Investors in connection with the transaction contemplated thereby, including, but not limited to, reasonable fees and expenses incurred in connection with the escrow of the Cash Backstop Fee. On the Effective Date, the Backstop Fees will be paid in an aggregate of 25,000,000 shares of New Common Stock if the Holders of Subordinated Notes Claims and the Holders of Accuride Other Equity Interests vote to accept the Plan or 24,500,000 shares of New Common Stock if the Holders of Subordinated Notes Claims vote to accept the Plan but the Holders of Accuride Other Equity Interests vote to reject the Plan. As contemplated by the Backstop Commitment, the Backstop Fees will represent 8% of the shares of New Common Stock outstanding on a fully-diluted basis as of the Effective Date of the Plan, assuming that the New Notes have been converted into shares of New Common Stock on the Effective Date of the Plan. See Section III(L) herein, titled "Summary of the Equity Capitalization of Reorganized Accuride". In addition, an additional fee may be paid upon termination of the Backstop Commitment Agreement in certain circumstances (the "**Termination Fee**," as defined in the Backstop Commitment Agreement). On November 2, 2009, this Court entered an order (the "**Backstop Order**") authorizing the Debtors to (i) assume the Backstop Commitment Agreement and (ii) pay certain fees and expenses incurred in connection therewith, including the Cash Backstop Fee, Stock Backstop Fee, Transaction Expenses and Termination Fee [Docket No. 167].

On December 1, 2009, the Debtors filed with the Bankruptcy Court a *Motion to Authorize (A) the Debtors to Conduct the Rights Offering and (B) Approving Registration Agreement, Subscription Agreement and Subscription Form* [Docket No. 305] (the "Rights Offering Motion"), pursuant to which the Debtors requested authority to conduct the Rights Offering, as set forth therein and in Section III.G. hereof.

On December 11, 2009, the Indenture Trustee for the Subordinated Notes filed a limited objection to the Rights Offering Motion [Docket No. 350]. On December 14, 2009, the Official Committee of Unsecured Creditors filed a "statement of position" and support for the Indenture Trustee's limited objection [Docket No. 362]. On December 15, 2009, the Official Committee of Equity Security Holders filed an objection to the Rights Offering Motion [Docket No. 380] asserting that the terms of the Rights Offering are excessive. On December 16, 2009, the Debtors filed a response to the Indenture Trustee's limited objection [Docket No. 387]. The Rights Offering Motion will be heard at the Disclosure Statement Hearing.

(i) Rights Offering Participants: Means each Holder of a Subordinated Notes Claim as of the Rights Offering Record Date that is (i) an "accredited investor," as defined in Rule 501(a) of Regulation D under the Securities Act, and (ii) eligible to participate in the Rights Offerings as of the Rights Offering Record Date.

(ii) Rights Offering Record Date: Means the date for determining which Holders of Subordinated Notes Claims are "accredited investors" eligible to participate in the Rights Offering and shall be the proposed Voting Record Date applicable to Subordinated Notes Claims (i.e., December 11, 2009).

(iii) Issuance of Rights: Each Rights Offering Participant will receive Subscription Rights to subscribe for its Pro Rata Share of the Rights Offering Notes for an aggregate purchase price equal to the applicable Subscription Payment Amount. The Rights Offering Notes shall be subject to the terms of the New Indenture.

(iv) New Indenture: On the Effective Date, Accuride shall be authorized to enter into the transactions contemplated by the New Indenture, and the New Indenture and all such agreements and documents shall become effective in accordance with their respective terms and conditions upon the parties thereto.

(iv) Subscription Payment Amount: Means, with respect to a particular Rights Offering Purchaser, an amount of Cash equal to the Rights Offering Amount multiplied by such Rights Offering Purchaser's subscribed-for portion of its Pro Rata Share of the Rights Offering Notes.

(v) Subscription Period: Means the time period during which Rights Offering Participants may subscribe to purchase the Rights Offering Notes, which period shall commence on the Subscription Commencement Date and expire on the Subscription Deadline, as set forth in the Subscription Form.

(vi) Exercise of Subscription Rights: To exercise the Subscription Rights, each Rights Offering Participant must review and return a duly completed Subscription Form (making a binding and irrevocable commitment to participate in the Rights Offering) to the Debtors or other Entity specified in the Subscription Form so that such form is actually received by the Debtors or such other Entity on or before the Subscription Deadline. If the Debtors or such other Entity for any reason do not receive from a given holder of Subscription Rights a duly completed Subscription Form on or prior to the Subscription Deadline, then such holder shall be deemed to have forever and irrevocably relinquished and waived its right to participate in the Rights Offering.

(vii) No Transfer; Detachment Restrictions; No Revocation: The Subscription Rights are not Transferable or detachable. Any such Transfer or detachment, or attempted Transfer or detachment, will be null and void and the Debtors will not treat any purported transferee of the Subscription Rights separate from the Subordinated Notes Claims as the holder of any Subscription Rights. Once a Rights Offering Participant has exercised any of its Subscription Rights by properly executing and delivering a Subscription Form to the Debtors or other Entity specified in the Subscription Form, such exercise may only be revoked, rescinded or annulled in the sole discretion of the Debtors or Reorganized Debtors.

(viii) Validity of Exercise of Subscription Rights: All questions concerning the timeliness, validity, form, and eligibility of any exercise, or purported exercise, of Subscription Rights shall be determined by the Debtors or Reorganized Debtors. The Debtors or Reorganized Debtors, in their discretion reasonably exercised in good faith, may waive any defect or irregularity, or permit a defect or irregularity to be corrected within such times as they may determine, or reject the purported exercise of any Subscription Rights. A Subscription Form shall be deemed not to have been received or accepted until all irregularities have been waived or cured within such time as the Debtors or Reorganized Debtors determine in their discretion reasonably exercised in good faith. The Debtors or Reorganized Debtors will use commercially reasonable efforts to give written notice to any Rights Offering Participant regarding any defect or irregularity in connection with any purported exercise of Subscription Rights by such Person and may permit such defect or irregularity to be cured within such time as they may determine in good faith to be appropriate; provided, however, that neither the Debtors and Reorganized Debtors nor any of their Related Persons shall incur any liability for giving, or failing to give, such notification and opportunity to cure.

H. SUMMARY OF THE NEW NOTES

The New Notes are 7.5% Senior Convertible Notes due 2020 that will be issued by Reorganized Accuride to the Rights Offering Participants and/or the Backstop Investors pursuant to the Rights Offering, the Backstop Commitment Agreement and the Plan. Interest on the New Notes will be payable semi-annually, with the first six interest payments being payable as paid-in-kind interest ("**PIK interest**") and the remaining being payable in cash, at a rate of 7.5% per annum. The New Notes will mature ten (10) years from the date of issue. In addition, the New Indenture will not contain any financial covenants and the holders of the New Notes will be entitled to exercise all the voting rights associated with the New Common Stock on an as-converted basis.

The New Notes will be convertible at any time at the option of the holder thereof, in part or in whole, into New Common Stock at a conversion price (the "**Conversion Price**") that results in the New Notes, if converted in whole immediately upon the Effective Date, without giving effect to the accrual of any PIK interest, being convertible into an aggregate of (i) 187,500,000 shares of New Common Stock of Reorganized Accuride, if the Holders of Subordinated Notes Claims and the Holders of Other Equity Interests in Accuride vote to accept the Plan, and (ii) 183,750,000 shares of New Common Stock of Reorganized Accuride, if the Holders of Subordinated Notes Claims vote to accept the Plan but the Holders of Other Equity Interests in Accuride do not vote to accept the Plan. If the Holders of Subordinated Notes Claims and the Holders of Other Equity Interests in Accuride vote to accept the Plan and the New Warrants issued under the Plan are subsequently exercised in full in cash, the New Notes will be adjusted to be convertible into an aggregate of 220,588,235 shares of New Common Stock of Reorganized Accuride. The percentage ownership represented by the shares of New Common Stock issued upon conversion of the New Notes is subject to dilution, including dilution for the Equity Incentive Program. If the Holders of Subordinated Notes Claims and the Holders of Other Equity Interests in Accuride vote to accept the Plan, the Conversion Price will be $0.75 per share of New Common Stock. If the Holders of Subordinated Notes Claims vote to accept the Plan but the Holders of Other Equity Interests in Accuride do not vote to accept the Plan, then the Conversion Price will be $0.76 per share of New Common Stock. The Conversion Price will be subject to adjustment from time to time as described in the section entitled "Adjustment to the Conversion Rate/Anti-Dilution

Protection" in the term sheet attached as Exhibit D to the Plan. To the extent interest on the New Notes is paid in PIK, the additional notes so paid will be convertible into New Common Stock at the same Conversion Price as the New Notes. Additional terms of the New Notes are summarized in the term sheet attached as Exhibit D to the Plan.

The New Notes will be senior unsecured debt obligations of Reorganized Accuride and will rank *pari passu* in right of payment to any existing or future senior unsecured debt of Accuride or any guarantor, and senior in right of payment to any current or future subordinated debt of Reorganized Accuride or of any guarantor. All of the domestic subsidiaries of Reorganized Accuride will guarantee Reorganized Accuride's payment obligations with respect to the New Notes.

The New Notes Term Sheet provides that the New Notes are redeemable by the Debtors, in whole but not in part, at any time on or after the third anniversary of the issuance of the New Notes, at a price equal to 100% of the principal amount of the New Notes to be redeemed, plus any accrued and unpaid interest up to the redemption date; *provided*, that (i) the New Common Stock is listed on a national securities exchange, (ii) the average weekly trading volume of the New Common Stock as reported by such national securities exchange during the four week period prior to conversion is at least 3.0% of the total number of outstanding shares of New Common Stock immediately prior to conversion and (iii) for twenty of the preceding thirty consecutive trading days, the New Common stock has had a closing sale price at least equal to 2.25 times the effective Conversion Price (such conditions to redemption, the "**Redemption Conditions**"). The Debtors have requested that the members of the Ad Hoc Noteholders Group and the Backstop Investors agree to this redemption provision, but the Ad Hoc Noteholders Group and the Backstop Investors have not yet agreed to the Debtors' request as of the date hereof. When evaluating the Plan and whether to elect to participate in the Rights Offering, Holders of Allowed Subordinated Notes Claims, Holders of Other Equity Interests in Accuride and Rights Offering Participants should consider the potential impact of the redemption provision requested by the Debtors. If this provision is not ultimately agreed to by the Ad Hoc Noteholders Group and the Backstop Investors, then the Indenture for the New Notes to be filed as a supplement to the Plan will instead provide that the New Notes may be redeemed if the Redemption Conditions are satisfied, only with the consent of holders of at least a majority in principal amount of the outstanding New Notes responding to a solicitation by the Debtors.

The New Notes will be issued in a private placement that is exempt from registration under the Securities Act or any similar federal, state or local law as set forth in greater detail in Section VIII herein, titled "Exemptions From Securities Act Registration."

The Equity Committee believes that the New Notes are priced too favorably, are immediately in the money at an excessive discount and permit the holders of the New Notes to convert the New Notes to equity at a very low strike price. The Debtors dispute the Equity Committee's assertions.

I. SUMMARY OF THE RESTRUCTURED CREDIT FACILITY

The Restructured Credit Facility will consist of U.S. Advances (as defined in the Restructured Credit Facility Agreement) in the aggregate principal amount of approximately $264.3 million plus the amount paid on drawings on letters of credit that are drawn prior to the effective date of the Restructured Credit Facility Agreement (such draws, the "**Letter of Credit Draws**"), Canadian Advances (as defined in the Restructured Credit Facility Agreement) in the aggregate principal amount of $22 million and a letter of credit facility equal to $18.3 million minus the amount of the Letter of Credit Draws.

The terms of the Restructured Credit Facility Agreement will amend and restate, and supersede in their entirety, the terms of the Prepetition Credit Agreement to, among other things: (i) extend the maturity of the Prepetition Revolving Facility and the Prepetition Term Facility through June 30, 2013, (ii) amend the interest rate, at the option of Accuride, to LIBOR + 6.75% (with a LIBOR floor of 3.00%) or Base Rate + 5.50% (with a Base Rate floor of 3.50%) and (iii) eliminate all financial covenants except minimum liquidity and minimum EBITDA covenants. Advances may not be reborrowed once repaid. For additional terms of the Restructured Credit Facility, refer to the Restructured Credit Facility Agreement attached to the Plan as Exhibit G.

The borrowers under the Restructured Credit Facility will be Reorganized Accuride and Accuride Canada. The obligations of Reorganized Accuride under the Restructured Credit Facility Agreement will be guaranteed by all

of Reorganized Accuride's domestic subsidiaries and the obligations of Accuride Canada will be guaranteed by Reorganized Accuride and all of Reorganized Accuride's domestic subsidiaries. The obligations of Reorganized Accuride and its domestic subsidiaries under the Restructured Credit Facility Agreement and the related guarantees will be secured by, among other things, a first-priority lien on and security interest in substantially all of the U.S. properties and assets of the Reorganized Debtors. The obligations of Accuride Canada under the Restructured Credit Facility Agreement will be secured by a first priority lien on and security interest in substantially all of the properties and assets of Accuride Canada and, by virtue of the guarantees, all of the properties and assets of Reorganized Accuride and Reorganized Accuride's domestic subsidiaries

It is possible the terms of the Restructured Credit Facility Agreement may be modified on or prior to the Effective Date and that the terms of the Restructured Credit Facility Agreement may ultimately be materially different than those described herein.

As consideration for Deutsche Bank Trust Company Americas (in such capacity, the "**Postpetition Administrative Agent**") efforts in connection with the Restructured Credit Facility Agreement, the Postpetition Administrative Agent has requested, and the Debtors have agreed to pay, certain fees to the Postpetition Administrative Agent for services performed in connection with the Restructured Credit Facility Agreement (the "**Fees**"), the amounts of which are disclosed in that certain Restructuring Arrangement Fee Letter, dated as of October 7, 2009, between the Postpetition Administrative Agent and Accuride Corporation (the "**Fee Letter**"). The Fees are payable upon the effective date of Plan and the Debtors will seek authorization to pay the Fees in the Confirmation Order.

The Debtors believe that the Fee Letter contains commercially sensitive information. The Postpetition Administrative Agent has represented to the Debtors that the disclosure of the terms of the Fee Letter would prejudice the economic interests of the Postpetition Administrative Agent. Copies of the Fee Letter will be provided to the Creditors' Committee, counsel to the Postpetition Administrative Agent, counsel to the Ad Hoc Noteholders Group, the U.S. Trustee and their legal and financial advisors, all on a confidential basis. The Debtors believe that providing copies of the Fee Letter to those parties will provide sufficient representation with respect to all interested parties regarding the narrow issues that might be raised in connection with the Debtors' entry into the Fee Letter.

J. SUMMARY OF THE KEIP AND RELATED COMPENSATION ISSUES

1. KEIP

On November 10, 2009, the Debtors filed a motion (the "**KEIP Motion**") to (a) honor certain prepetition benefit programs, (b) implement a key employee incentive plan (the "**KEIP**"), (c) modify the Directors' Deferred Compensation Plan (as defined in the KEIP Motion), and (d) enter into a non-compete agreement with Accuride Corporation's Chief Executive Officer, Mr. William Lasky. The KEIP Motion also contemplated making prorated payments under the Debtors' Annual Incentive Compensation Plan ("**AICP**"), upon further court approval. On November 19, 2009, the Debtors filed a notice modifying the relief sought in the KEIP Motion, in which they abandoned their request to enter into a non-compete agreement with Mr. Lasky as well as their request to make prorated AICP payouts upon emergence.

The Court approved the KEIP Motion, as modified, on November 24, 2009. In its approved form, the KEIP covers seventeen of the Debtors' employees and is designed to incentivize those employees to optimize the value of the Debtors' estates by increasing liquidity and promptly exiting bankruptcy. Under the KEIP, the participants receive a payout if they meet certain thresholds of liquidity (measured by cash on hand at emergence) and business preservation (measured by the timing of emergence). The liquidity threshold is $56 million plus twice the total payout amount, and the Debtors are subject to certain restrictions in terms of divergence from their capital expenditure budget and extensions of their vendor payment terms. The Debtors must further emerge from bankruptcy by May 31, 2010 in order to receive a payout. The target KEIP bonus pool is $3.2 million, of which $1.4 million (attributable to the Chief Executive Officer and the Chief Financial Officer) is paid in equity.

The Debtors are authorized to continue certain prepetition benefit programs, including the Long Term Incentive Plan (as defined in the KEIP Motion) and the financial planning stipend. They are also authorized to modify the Directors' Deferred Compensation Plan (as defined in the KEIP Motion), such that all deferred compensation installments, including those normally payable in stock, made after the October 28, 2009 (the date the board of directors approved the modification) are to be placed into cash accounts. Finally, after emerging from bankruptcy the Debtors may choose to continue the 2010 AICP – in which case any payouts thereunder shall be made in the ordinary course – or may choose to modify its terms. If the Debtors are still in bankruptcy when any 2010 AICP payouts become due in 2011, the Debtors will seek further order of the Court before making any such payments to Company insiders.

2. Other Compensation Issues

The Debtors have prepetition severance agreements with nine management-level employees. Under these severance agreements, a severance payment becomes payable when the employee party to the agreement is terminated without cause or terminates his or her employment for good reason. Five of the employees with severance agreements also have prepetition retention agreements in place. Each employee party to a retention agreement is scheduled to receive a retention bonus in May of 2010, provided he or she continues to be employed by the Debtors at such time. The Debtors will assume the severance agreements and retention agreements pursuant to the Plan.

K. SUBSTANTIVE CONSOLIDATION OF THE DEBTORS

As set forth in more detail in Section IV, the Plan provides for the substantive consolidation of the Debtors with respect to the voting and treatment of all Claims and Equity Interests except General Other Secured Claims and Secured Tax Claims. Section 105(a) of the Bankruptcy Code empowers a bankruptcy court to authorize substantive consolidation. The United States Court of Appeals for the Third Circuit has adopted a standard for granting a request for substantive consolidation similar to the standards adopted by other Circuits authorizing substantive consolidation. See In re Owens Corning, 419 F.3d 195, 211 (3d Cir. 2005); Reider v. F.D.I.C. (In re Reider), 31 F.3d 1102, 1107-1108 (11th Cir. 1994); Woburn Assoc. v. Kahn (In re Hemingway Transport Inc.), 954 F.2d 1, 11-12 (1st Cir. 1992); First Nat'l Bank of El Dorado v. Giller (In re Giller), 962 F.2d 796, 798-99 (8th Cir. 1992); Union Sav. Bank. v. Augie/Restivo Baking Co. (In re Augie/Restivo Baking Co.) 860 F.2d 515, 518 (2d Cir. 1988); Drabkin v. Midland-Ross Corp. (In re Auto-Train Corp.), 810 F.2d 270, 276 (D.C. Cir. 1987).

In the Third Circuit, Debtors seeking substantive consolidation must show either "(i) prepetition they disregarded separateness so significantly their creditors relied on the breakdown of entity borders and treated them as one legal entity, or (ii) postpetition their assets and liabilities are so scrambled that separating them is prohibitive and hurts all creditors." Owens Corning, 419 F.3d at 211 (emphasis supplied). The facts of these Chapter 11 Cases necessitate substantive consolidation, and substantive consolidation is warranted under the aforementioned tests.

There is ample evidence that prior to the Petition Date creditors of the Debtors treated them as one legal entity. The Debtors prepared and disseminated consolidated financial reports to the public, including customers, suppliers, landlords, lenders, credit rating agencies and stockholders. Moreover, suppliers rely on Accuride's "Dun and Bradstreet" report for extending credit, which is only available on a consolidated basis. In fact, the terms of many significant purchase orders were negotiated by Accuride Corporation, not by the individual Debtors. Furthermore, all SEC reporting that is available to the public is consolidated, and broken down by "operating units." The operating units are wheels, components, and other. All three operating units are composed of multiple Debtors. Because the Debtors disseminated financial information to the public on a consolidated basis, it is highly unlikely that creditors relied on the separate identity of any Debtor in extending credit to such Debtor.

Because financial information disseminated to customers, suppliers, landlords, lenders, credit rating agencies and stockholders, has been prepared and presented on a consolidated basis, it is clear that creditors treated the Debtors as one legal entity when deciding whether to extend credit. Substantive consolidation would ensure that all of the Debtors' creditors, having relied on the creditworthiness of the Debtors as a unit, receive the benefit of a

distribution in satisfaction of their claims from the single pool of assets. Thus, substantive consolidation is warranted in this case under the test set forth by the Third Circuit.[5]

Several courts within the Third Circuit have acknowledged the existence and application of substantive consolidation of separate bankruptcy estates in appropriate circumstances. See In re Molnar Bros., 200 B.R. 555 (Bankr. D.N.J. 1996) (recognizing the application of substantive consolidation of two or more bankruptcy estates); In re PWS Holding Corp., Bruno's. Inc., et al., Case No. 98-212-223 (SLR) (D. Del. 1998) (approving substantive consolidation of debtors pursuant to a plan of reorganization); In re Smith Corona Corp. et al., Case No. 95-788 (HSB) (Bankr. D. Del., Oct. 18, 1996) (adopting substantive consolidation test articulated by the Eighth Circuit); Bracaglia v. Manzo (In re United Stairs Corp.) 176 B.R. 359, 368 (Bankr. D.N.J. 1995) (stating that it is "well established that in the appropriate circumstances the court may substantively consolidate corporate entities"); In re Buckhead American Corp., 1992 Bankr. LEXIS 2506 (Bankr. D. Del. August 13, 1992) (substantively consolidating debtors); In re Cooper, 147 B.R. 678, 682 (Bankr. D.N.J. 1992) (stating that substantive consolidation constitutes the "merger of the assets and liabilities of two or more estates, creating a common fund of assets and a single body of creditors.") (citation omitted).

For the reasons set forth above, the Debtors believe that the requirements for substantive consolidation of the Debtors with respect to voting and treatment of all Claims and Equity Interests except for Class 2 Claims and Class 3 Claims are satisfied.

The Plan and Disclosure Statement do not contemplate or seek the substantive consolidation of any of the Debtors with their non-Debtor subsidiaries. Thus, any pledge by any of the Debtors of any of its respective assets, including, without limitation any stock in any of its subsidiaries, is unaffected by the limited substantive consolidation proposed in the Plan.

L. SUMMARY OF THE EQUITY CAPITALIZATION OF REORGANIZED ACCURIDE

The following tables set forth the equity capitalization of Reorganized Accuride on a *pro forma* basis, giving effect to the transactions contemplated by the Plan, including the initial distributions of New Common Stock to the Holders of Subordinated Notes Claims and, if applicable, Holders of Accuride Other Equity Interests, the payment of the Backstop Fee, the conversion of the New Notes and the exercise of the New Warrants. The following tables have been prepared for illustrative purposes only and assume that the New Notes are converted into shares of New Common Stock, and that the New Warrants are exercised in full in cash to acquire shares of New Common Stock, in each case on the Effective Date of the Plan. There can be no assurance as to the timing of the conversion of the New Notes or the exercise of the New Warrants, or whether the New Notes or the New Warrants will ever be converted or exercised. In addition, the calculations in the following tables do not give effect to additional dilution that is expected to occur after the Effective Date of the Plan, including dilution anticipated upon the conversion of New Notes issued in payment of PIK interest or the issuance of New Common Stock under the Equity Incentive Plan. All percents set forth in the following tables represent the applicable percent of the total number of shares of New Common Stock deemed to be outstanding, on a fully diluted basis, for purposes of the calculations set forth in the applicable column in the table.

The distribution under the Plan to the Holders of Accuride Other Equity Interests depends upon whether the Holders of Subordinated Notes Claims and the Holders of Accuride Other Equity Interests vote to accept or reject the Plan. The following table sets forth the anticipated equity capitalization of Reorganized Accuride, assuming that the Holders of Subordinated Notes Claims and the Holders of Accuride Other Equity Interests vote to accept the Plan:

[Table begins on the next page.]

[5] Although Accuride Canada's business is also closely linked to Accuride's business and operations, Accuride Canada is not affected by the substantive consolidation of the Debtors, and is not a party to the Chapter 11 Cases. Further, Accuride Canada has not commenced insolvency proceedings in Canada.

Pro Forma Equity Capitalization of Reorganized Accuride
(Assumes Holders of Subordinated Notes Claims and Holders of Accuride Other Equity Interests Vote to Accept the Plan)

	Initial Distribution(1)		After Payment of Backstop Fee (2)		After Conversion of New Notes (3)		After Conversion of New Notes and Exercise of Warrants (4)	
	Number	Percent	Number	Percent	Number	Percent	Number	Percent
Issued to Holders of Subordinated Notes Claims	98,000,000	98.0%	98,000,000	78.4%	98,000,000	31.4%	98,000,000	26.7%
Issued to Holders of Accuride Other Equity Interests	2,000,000	2.0%	2,000,000	1.6%	2,000,000	0.6%	24,058,824	6.5%
Issued as Backstop Fee to Backstop Investors	-	-	25,000,000	20.0%	25,000,000	8.0%	25,000,000	6.8%
Issued to Noteholders on Conversion of New Notes	-	-	-	-	187,500,000	60.0%	220,588,235	60.0%
Total	100,000,000	100%	125,000,000	100%	312,500,000	100%	367,647,059	100%

(1) Calculated based on distribution of New Common Stock to Holders of Subordinated Notes Claims and Accuride Other Equity Interests, and prior to payment of the Backstop Fee, the conversion of the New Notes or the exercise of the New Warrants.

(2) Calculated based on distribution of New Common Stock to Holders of Subordinated Notes Claims and Accuride Other Equity Interests and the payment of the Backstop Fee, and prior to the conversion of the New Notes and the exercise of the New Warrants.

(3) Calculated based on distribution of New Common Stock to Holders of Subordinated Notes Claims and Accuride Other Equity Interests, the payment of the Backstop Fee and the conversion of the New Notes, and prior to the exercise of the New Warrants.

(4) Calculated based on distribution of New Common Stock to Holders of Subordinated Notes Claims and Accuride Other Equity Interests, the payment of the Backstop Fee, the conversion of the New Notes and the exercise of the New Warrants. Additional shares of New Common Stock will be issued upon conversion of the New Notes to ensure that Holders of New Notes receive 60% of the fully diluted capitalization of Reorganized Accuride after the exercise of the New Warrants. For purposes of calculating the number of shares issued to Holders of Accuride Other Equity Interests, this analysis assumes the New Warrants are exercised prior to the conversion of the New Notes and, therefore, the percentage represented by the shares issuable upon the exercise of the New Warrants is diluted upon the conversion of the New Notes.

The following table sets forth the anticipated equity capitalization of Reorganized Accuride, assuming that the Holders of Accuride Other Equity Interests vote to reject the Plan:

Pro Forma Equity Capitalization of Reorganized Accuride
(Assumes Holders of Accuride Other Equity Interests Vote to Reject the Plan)

	Initial Distribution(1)		After Payment of Backstop Fee (2)		After Conversion of New Notes (3)	
	Number	Percent	Number	Percent	Number	Percent
Issued to Holders of Subordinated Notes Claims	98,000,000	100.0%	98,000,000	80.0%	98,000,000	32.0%
Issued to Holders of Accuride Other Equity Interests	-	-	-	-	-	-
Issued as Backstop Fee to Backstop Investors	-	-	24,500,000	20.0%	24,500,000	8.0%
Issued to Noteholders on Conversion of New Notes	-	-	-	-	183,750,000	60.0%
Total	98,000,000	100.0%	122,500,000	100.0%	306,250,000	100.0%

(1) Calculated based on distribution of New Common Stock to Holders of Subordinated Notes Claims, and prior to payment of the Backstop Fee and the conversion of the New Notes.

(2) Calculated based on distribution of New Common Stock to Holders of Subordinated Notes Claims and the payment of the Backstop Fee, and prior to the conversion of the New Notes.

(3) Calculated based on distribution of New Common Stock to Holders of Subordinated Notes Claims, the payment of the Backstop Fee and the conversion of the New Notes.

IV.
SUMMARY OF THE PLAN

THIS SECTION IV IS INTENDED ONLY TO PROVIDE A SUMMARY OF THE MATERIAL TERMS OF THE PLAN AND IS QUALIFIED BY REFERENCE TO THE ENTIRE DISCLOSURE STATEMENT AND THE PLAN AND SHOULD NOT BE RELIED ON FOR A COMPREHENSIVE DISCUSSION OF THE PLAN. TO THE EXTENT THERE ARE ANY INCONSISTENCIES OR CONFLICTS BETWEEN THIS SECTION IV AND THE PLAN, THE TERMS AND CONDITIONS SET FORTH IN THE PLAN SHALL CONTROL AND GOVERN.

A. ADMINISTRATIVE, DIP FACILITY AND PRIORITY TAX CLAIMS

1. Administrative Claims

Subject to sub-paragraph (a) below, on the later of the Effective Date or the date on which an Administrative Claim becomes an Allowed Administrative Claim, or, in each such case, as soon as practicable thereafter, each Holder of an Allowed Administrative Claim will receive, in full satisfaction, settlement, discharge and release of, and in exchange for, such Claim either (i) payment in full in Cash for the unpaid portion of such Allowed Administrative Claim; or (ii) such other less favorable treatment as agreed to in writing by the Debtors or Reorganized Debtors, as applicable, and such Holder; provided, however, that Administrative Claims incurred by the Debtors in the ordinary course of business may be paid in the ordinary course of business in the discretion of the Debtors or Reorganized Debtors in accordance with such applicable terms and conditions relating thereto without further notice to or order of the Bankruptcy Court.

(a) Bar Date for Administrative Claims

Except as otherwise provided in Article II.A of the Plan, unless previously Filed or paid, requests for payment of Administrative Claims must be Filed and served on the Reorganized Debtors pursuant to the procedures specified in the Confirmation Order and the notice of entry of the Confirmation Order no later than the Administrative Claims Bar Date. Holders of Administrative Claims that are required to File and serve a request for payment of such Administrative Claims that do not File and serve such a request by the Administrative Claims Bar Date will be forever barred, estopped and enjoined from asserting such Administrative Claims against the Debtors or the Reorganized Debtors or their Estates and property and such Administrative Claims will be deemed discharged as of the Effective Date. All such Claims will, as of the Effective Date, be subject to the permanent injunction set forth in Article X.F of the Plan. Objections to such requests must be Filed and served on the Reorganized Debtors and the requesting party by the later of (i) 60 days after the Effective Date and (ii) 60 days after the Filing of the applicable request for payment of Administrative Claims, if applicable, as the same may be modified or extended from time to time by order of the Bankruptcy Court.

(b) Professional Compensation and Reimbursement Claims

(i) *Professional Fee Claims.* Professionals or other Entities asserting a Professional Fee Claim for services rendered before the Effective Date must File and serve on the Reorganized Debtors and such other Entities who are designated by the Bankruptcy Rules, the Confirmation Order or other order of the Bankruptcy Court an application for final allowance of such Professional Fee Claim no later than the Professional Fees Bar Date; provided that the Reorganized Debtors will pay Professionals in the ordinary course of business for any work performed after the Effective Date, including those fees and expenses incurred by Professionals in connection with the implementation and consummation of this Plan, in each case without further application or notice to or order of the Bankruptcy Court; provided, further, that any professional who may receive compensation or reimbursement of expenses pursuant to the Ordinary Course Professionals Order may continue to receive such compensation and reimbursement of expenses for services rendered before the Effective Date, without further Bankruptcy Court order, pursuant to the Ordinary Course Professionals Order. Objections to any Professional Fee Claim must be Filed and served on the Reorganized Debtors and the requesting party by the later of (a) 90 days after the Effective Date and (b) 30 days after the Filing of the applicable request for payment of the Professional Fee Claim. Each Holder of an

Allowed Professional Fee Claim will be paid by the Reorganized Debtors in Cash within five Business Days of entry of the order approving such Allowed Professional Fee Claim.

(ii) *Ad Hoc Noteholders Group Fees and Expenses, Secured Lenders' Fees and Expenses and Committee Members' Fees and Expenses.* The Ad Hoc Noteholders Group Professionals, the DIP Agent's and the DIP Lenders' professionals, the Prepetition Agent's professional and the professionals of the members of the steering committee of Prepetition Lenders and the members of the Committee and the professional of the member of the Committee (in connection with their work on Committee matters) will not be required to comply with the U.S. Trustee fee guidelines, but will provide reasonably detailed statements (redacted if necessary for privileged, confidential or otherwise sensitive information) to the Office of the U.S. Trustee, counsel for any Committee and the Debtors. Notwithstanding anything herein to the contrary, the Debtors will, within ten (10) days of presentment of such statements, if no written objections to the reasonableness of the fees and expenses charged in any such invoice (or portion thereof) is made, pay in Cash the Ad Hoc Noteholders Group Fees and Expenses, and all unpaid reasonable fees and expenses (whether accrued prepetition or postpetition) of the Prepetition Agent, the DIP Agent, the DIP Lenders, each of the Prepetition Lenders that are members of the steering committee of Prepetition Lenders, and each of the members of the Ad Hoc Noteholders Group related to and arising from membership in such group, as Administrative Claims. Any objection to the payment of such fees or expenses will be made only on the basis of "reasonableness," and will specify in writing the amount of the contested fees and expenses and the detailed basis for such objection. To the extent an objection only contests a portion of an invoice, the undisputed portion thereof will be promptly paid. If any such objection to payment of an invoice (or any portion thereof) is not otherwise resolved between the Debtors, the Committee or the U.S. Trustee and the issuer of the invoice, either party may submit such dispute to the Court for a determination as to the reasonableness of the relevant disputed fees and expenses set forth in the invoice. The Bankruptcy Court will resolve any dispute as to the reasonableness of any fees and expenses if the Debtors or Reorganized Debtors and any such Entity cannot agree on the amount of fees and expenses to be paid to such party.

2. DIP Facility Claims

Unless otherwise agreed to by the DIP Lenders, the Allowed DIP Facility Claims will be indefeasibly paid and satisfied in full in Cash on the Effective Date in full satisfaction, settlement, discharge and release of, and in exchange for, such DIP Facility Claims. Upon indefeasible payment and satisfaction in full of all Allowed DIP Facility Claims, the DIP Facility Credit Agreement and all "Loan Documents" as defined therein, and all Liens and security interests granted to secure the DIP Facility Claims, will be immediately terminated, extinguished and released, and the DIP Agent will promptly execute and deliver to the Reorganized Debtors, at the Reorganized Debtors' sole cost and expense, such instruments of termination, release, satisfaction and/or assignment (in recordable form) as may be reasonably requested by the Reorganized Debtors. Notwithstanding the above, any indemnity provisions contained in the DIP Facility Credit Agreement will survive such termination, release and satisfaction in the manner and to the extent set forth therein.

3. Priority Tax Claims

The legal, equitable and contractual rights of the Holders of Priority Tax Claims are unaltered by the Plan. Subject to Article VIII of the Plan, on, or as soon as reasonably practicable after, the later of (i) the Initial Distribution Date if such Priority Tax Claim is an Allowed Priority Tax Claim as of the Effective Date or (ii) the date on which such Priority Tax Claim becomes an Allowed Priority Tax Claim, each Holder of an Allowed Priority Tax Claim due and payable on or prior to the Effective Date will receive in full satisfaction, settlement, discharge and release of, and in exchange for, such Allowed Priority Tax Claim, at the election of the Debtors or Reorganized Debtors: (a) Cash in an amount equal to the amount of such Allowed Priority Tax Claim; (b) such other less favorable treatment as agreed to in writing by the Debtors or Reorganized Debtors, as applicable, and such Holder; provided, however, that such parties may further agree for the payment of such Allowed Priority Tax Claim at a later date; or (c) pursuant to and in accordance with sections 1129(a)(9)(C) and (D) of the Bankruptcy Code, Cash in an aggregate amount of such Allowed Priority Tax Claim payable in regular installment payments over a period ending not more than five years after the Petition Date, plus simple interest at the rate required by applicable law on any outstanding balance from the Effective Date, or such lesser rate as is agreed to in writing by a particular taxing authority and the Debtors or Reorganized Debtors, as applicable, pursuant to section 1129(a)(9)(C) of the Bankruptcy Code; provided, further, that Priority Tax Claims incurred by the Debtors in the ordinary course of

business may be paid in the ordinary course of business in accordance with such applicable terms and conditions relating thereto in the discretion of the Debtors or Reorganized Debtors without further notice to or order of the Bankruptcy Court. Any installment payments to be made under clause (c) above will be made in equal quarterly Cash payments beginning on the Subsequent Distribution Date, and continuing on each Subsequent Distribution Date thereafter until payment in full of the applicable Allowed Priority Tax Claim.

B. CLASSIFICATION AND TREATMENT OF CLASSIFIED CLAIMS AND EQUITY INTERESTS

1. Summary

All Claims and Equity Interests, except Administrative Claims, DIP Facility Claims and Priority Tax Claims, are placed in the Classes set forth below. In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims, DIP Facility Claims and Priority Tax Claims have not been classified as described in Article II of the Plan.

The categories of Claims and Equity Interests listed below classify Claims and Equity Interests for all purposes, including, without limitation, voting, confirmation and distribution pursuant to the Plan and pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code. The Plan deems a Claim or Equity Interest to be classified in a particular Class only to the extent that the Claim or Equity Interest qualifies within the description of that Class and will be deemed classified in a different Class to the extent that any remainder of such Claim or Equity Interest qualifies within the description of such different Class. A Claim or Equity Interest is in a particular Class only to the extent that any such Claim or Equity Interest is Allowed in that Class and has not been paid, released or otherwise settled prior to the Effective Date.

2. Classification and Treatment of Claims and Equity Interests

(a) Class 1 – Other Priority Claims

- *Classification*: Class 1 consists of the Other Priority Claims.

- *Treatment*: The legal, equitable and contractual rights of the Holders of Class 1 Claims are unaltered by the Plan. Subject to Article VIII of the Plan, on, or as soon as reasonably practicable after, the later of (i) the Initial Distribution Date if such Class 1 Claim is an Allowed Class 1 Claim on the Effective Date or (ii) the date on which such Class 1 Claim becomes an Allowed Class 1 Claim, each Holder of an Allowed Class 1 Claim will receive in full satisfaction, settlement, discharge and release of, and in exchange for, such Allowed Class 1 Claim, at the election of the Debtors or Reorganized Debtors: (A) Cash equal to the amount of such Allowed Class 1 Claim; (B) such other less favorable treatment as to which the Debtors or Reorganized Debtors and the Holder of such Allowed Class 1 Claim will have agreed upon in writing; or (C) such other treatment such that it will not be impaired pursuant to section 1124 of the Bankruptcy Code; provided, however, that Class 1 Claims incurred by the Debtors in the ordinary course of business may be paid in the ordinary course of business in accordance with the terms and conditions of any agreements relating thereto in the discretion of the Debtors or Reorganized Debtors without further notice to or order of the Bankruptcy Court.

- *Voting*: Class 1 is an Unimpaired Class, and the Holders of Class 1 Claims are conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of Class 1 Claims will not be entitled to vote to accept or reject the Plan.

(b) Class 2 et seq. – Other Secured Claims

- *Classification*: Each Class 2 Claim is an Other Secured Claim against the applicable Debtors. With respect to each Debtors, this Class will be further divided into subclasses

designated by letters of the alphabet (Class 2A, Class 2B and so on), so that each holder of any Other Secured Claim against such Debtor is in a Class by itself, except to the extent that there are Other Secured Claims that are substantially similar to each other and may be included within a single Class, and except for a precautionary class of otherwise unclassified Other Secured Claims.

- *Treatment*: The legal, equitable and contractual rights of the Holders of Class 2 Claims are unaltered by the Plan. Subject to Article VIII of the Plan, on, or as soon as reasonably practicable after, the later of (i) the Initial Distribution Date if such Class 2 Claim is an Allowed Class 2 Claim on the Effective Date or (ii) the date on which such Class 2 Claim becomes an Allowed Class 2 Claim, each Holder of an Allowed Class 2 Claim will receive in full satisfaction, settlement, discharge and release of, and in exchange for, such Allowed Class 2 Claim, at the election of the Debtors or Reorganized Debtors: (A) Cash equal to the amount of such Allowed Class 2 Claim; (B) such other less favorable treatment as to which the Debtors or Reorganized Debtors and the Holder of such Allowed Class 2 Claim will have agreed upon in writing; or (C) such other treatment such that it will not be impaired pursuant to section 1124 of the Bankruptcy Code; provided, however, that Class 2 Claims incurred by the Debtors in the ordinary course of business may be paid in the ordinary course of business in accordance with the terms and conditions of any agreements relating thereto in the discretion of the Debtors or Reorganized Debtors without further notice to or order of the Bankruptcy Court. Each Holder of an Allowed Other Secured Claim will retain the Liens securing its Allowed Other Secured Claim as of the Effective Date until full and final payment of such Allowed Other Secured Claim is made as provided herein. On the full payment or other satisfaction of such obligations, the Liens securing such Allowed Other Secured Claim will be deemed released, terminated and extinguished, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Entity.

- *Voting*: Class 2 is an Unimpaired Class, and the Holders of Class 2 Claims are conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of Class 2 Claims will not be entitled to vote to accept or reject the Plan.

(c) Class 3 et seq. – Secured Tax Claims

- *Classification*: Each Class 3 Claim is an Secured Tax Claim against the applicable Debtors. With respect to each Debtor, this Class will be further divided into subclasses designated by letters of the alphabet (Class 3A, Class 3B and so on), so that each holder of any Secured Tax Claim against such Debtor is in a Class by itself, except to the extent that there are Secured Tax Claims that are substantially similar to each other and may be included within a single Class, and except for a precautionary class of otherwise unclassified Secured Tax Claims.

- *Treatment*: The legal, equitable and contractual rights of the Holders of Class 3 Claims are unaltered by the Plan. Subject to Article VIII of the Plan, on, or as soon as reasonably practicable after, the later of (i) the Initial Distribution Date if such Class 3 Claim is an Allowed Class 3 Claim as of the Effective Date or (ii) the date on which such Class 3 Claim becomes an Allowed Class 3 Claim, each Holder of an Allowed Class 3 Claim due and payable on or prior to the Effective Date will receive in full satisfaction, settlement, discharge and release of, and in exchange for, such Allowed Class 3 Claim, at the election of the Debtors or Reorganized Debtors: (a) Cash in an amount equal to the amount of such Allowed Class 3 Claim; (b) such other less favorable treatment as agreed to in writing by the Debtors or Reorganized Debtors, as applicable, and such Holder; provided, however, that such parties may further agree for the payment of such Allowed

Class 3 Claim at a later date; or (c) pursuant to and in accordance with sections 1129(a)(9)(C) and (D) of the Bankruptcy Code, Cash in an aggregate amount of such Allowed Class 3 Claim payable in regular installment payments over a period ending not more than five years after the Petition Date, plus simple interest at the rate required by applicable law on any outstanding balance from the Effective Date, or such lesser rate as is agreed to in writing by a particular taxing authority and the Debtors or Reorganized Debtors, as applicable, pursuant to section 1129(a)(9)(C) of the Bankruptcy Code; provided, further, that Class 3 Claims incurred by the Debtors in the ordinary course of business may be paid in the ordinary course of business in accordance with such applicable terms and conditions relating thereto in the discretion of the Debtors or Reorganized Debtors without further notice to or order of the Bankruptcy Court. Each Holder of an Allowed Class 3 Claim will retain the Liens securing its Allowed Class 3 Claim as of the Effective Date until full and final payment of such Allowed Class 3 Claim is made as provided herein. On the full payment or other satisfaction of such obligations, the Liens securing such Allowed Class 3 Claim will be deemed released, terminated and extinguished, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Entity. Any installment payments to be made under clause (c) above will be made in equal quarterly Cash payments beginning on the first Subsequent Distribution Date following the Effective Date, and continuing on each Subsequent Distribution Date thereafter until payment in full of the applicable Allowed Secured Tax Claim.

- *Voting*: Class 3 is an Unimpaired Class, and the Holders of Class 3 Claims will be conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Class 3 Claims will not be entitled to vote to accept or reject the Plan.

(d) Class 4A – Prepetition First Out Credit Agreement LC Claims

- *Classification*: Class 4A consists of the Prepetition First Out Credit Agreement LC Claims.

- *Allowance*: On the Effective Date, the Prepetition First Out Credit Agreement LC Claims will be deemed Allowed contingent claims in an aggregate amount equal to $2 million.

- *Treatment*: On the Effective Date, the Prepetition Credit Agreement and all "Loan Documents" as defined therein will, subject to satisfaction or waiver of the conditions precedent set forth in the Restructured Credit Facility Agreement, be amended, restated and replaced in their entirety by the Restructured Credit Facility Agreement and all "Loan Documents" as defined therein; provided, that certain "Collateral Documents" (as defined in the Prepetition Credit Agreement) will be amended, supplemented or otherwise modified and will constitute and become "Collateral Documents" (as defined in the Restructured Credit Facility Agreement), and will secure all the obligations under the Restructured Credit Facility Agreement and the other "Loan Documents" (as defined in the Restructured Credit Facility Agreement). On the Effective Date, the Holder of the Allowed Prepetition First Out Credit Agreement LC Claim will receive, as prepetition letter of credit issuer, the right to receive the letter of credit fees, the reimbursement rights and the other rights set forth in the Restructured Credit Facility Agreement, in full satisfaction, settlement, discharge and release of, and in exchange for, such Claim. Upon the effectiveness of the Restructured Credit Facility Agreement and receipt by the Distribution Agent of the Prepetition Last Out Payment Amount described below, the Prepetition Credit Agreement and all Liens securing such Allowed Prepetition First Out Credit Agreement LC Claims, will be deemed released, terminated and extinguished, in each case without further notice to or order of the Bankruptcy Court, act or action under

applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Entity; provided, however, that certain "Collateral Documents" and Liens granted thereunder will, notwithstanding the release, termination and extinguishment of the Liens securing the obligations under the Prepetition Credit Agreement, continue in existence for the purpose of securing the obligations under the Restructured Credit Facility Agreement and the other "Loan Documents" (as defined in the Restructured Credit Facility Agreement). The Prepetition Agent and the Prepetition Lenders will promptly execute and deliver to the Reorganized Debtors such instruments of termination, release, satisfaction and/or assignment (in recordable form) of any and all "Loan Documents" (as defined in the Prepetition Credit Agreement) that do not constitute and become "Collateral Documents" (as defined in the Restructured Credit Facility Agreement) as may be reasonably requested by the Reorganized Debtors.

- *Voting*: Class 4A is Impaired, and Holders of Class 4A Claims are entitled to vote to accept or reject the Plan.

(e) Class 4B – Prepetition First Out Credit Agreement Other Claims

- *Classification*: Class 4B consists of the Prepetition First Out Credit Agreement Other Claims.

- *Allowance*: On the Effective Date, the Prepetition First Out Credit Agreement Other Claims will be deemed Allowed in an aggregate amount equal to $306.2 million.

- *Treatment*: On the Effective Date, the Prepetition Credit Agreement and all "Loan Documents" as defined therein will, subject to satisfaction or waiver of the conditions precedent set forth in the Restructured Credit Facility Agreement, be amended, restated and replaced in their entirety by the Restructured Credit Facility Agreement and all "Loan Documents" as defined therein; provided, that certain "Collateral Documents" (as defined in the Prepetition Credit Agreement) will be amended, supplemented or otherwise modified and will constitute and become "Collateral Documents" (as defined in the Restructured Credit Facility Agreement), and will secure all the obligations under the Restructured Credit Facility Agreement and the other "Loan Documents" (as defined in the Restructured Credit Facility Agreement). On the Effective Date, each and every Holder of an Allowed Prepetition First Out Credit Agreement Other Claim will become a "Lender" under the Restructured Credit Facility Agreement on a Pro Rata basis with all of the rights set forth therein, in full satisfaction, settlement, discharge and release of, and in exchange for, such Claim. Upon the effectiveness of the Restructured Credit Facility Agreement and receipt by the Distribution Agent of the Prepetition Last Out Payment Amount described below, the Prepetition Credit Agreement and all Liens securing such Allowed Prepetition First Out Credit Agreement LC Claims, will be deemed released, terminated and extinguished, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Entity; provided, however, that certain "Collateral Documents" and Liens granted thereunder will, notwithstanding the release, termination and extinguishment of the Liens securing the obligations under the Prepetition Credit Agreement, continue in existence for the purpose of securing the obligations under the Restructured Credit Facility Agreement and the other "Loan Documents" (as defined in the Restructured Credit Facility Agreement). The Prepetition Agent and the Prepetition Lenders will promptly execute and deliver to the Reorganized Debtors such instruments of termination, release, satisfaction and/or assignment (in recordable form) of any and all "Loan Documents" (as defined in the Prepetition Credit Agreement) that do not constitute and become "Collateral Documents" (as defined in the Restructured Credit Facility Agreement) as may be reasonably requested by the Reorganized Debtors.

- *Voting*: Class 4B is Impaired, and Holders of Class 4B Claims are entitled to vote to accept or reject the Plan.

(f) Class 5 – Prepetition Last Out Credit Agreement Claims

- *Classification*: Class 5 consists of the Prepetition Last Out Credit Agreement Claims.

- *Allowance*: On the Effective Date, the Prepetition Last Out Credit Agreement Claims will be deemed Allowed in an aggregate amount equal to $70.1 million.

- *Treatment*: On the Effective Date, the Distribution Agent will receive for and on behalf of each and every Holder of an Allowed Prepetition Last Out Credit Agreement Claim, in full satisfaction, settlement, discharge and release of, and in exchange for, such Claim, the Prepetition Last Out Payment Amount, which the Distribution Agent will promptly distribute Pro Rata to or for the benefit of Holders of Allowed Prepetition Last Out Credit Agreement Claims. Upon the Distribution Agent's receipt of the foregoing and upon the effectiveness of the Restructured Credit Facility described above, the Prepetition Credit Agreement, and all Liens securing such Allowed Prepetition Last Out Credit Agreement Claims, will be deemed released, terminated and extinguished as and to the extent described in Sections III.B.4.c. and III.B.5.c. of the Plan and, in any event, such Liens will no longer secure the Allowed Prepetition Last Out Credit Agreement Claims, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Entity.

- *Voting*: Class 5 is an Unimpaired Class, and the Holders of Class 5 Claims will be conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Class 5 Claims are not entitled to vote to accept or reject the Plan.

(g) Class 6 – General Unsecured Claims

- *Classification*: Class 6 consists of the General Unsecured Claims.

- *Treatment*: Subject to Article VIII of the Plan solely to the extent, if any, of the legal, equitable and contractual rights in respect of any Class 6 Claim under applicable non-bankruptcy law, each Allowed Class 6 Claim will be, at the Debtors' option: (i) Reinstated and paid, subject to the terms and conditions thereof, in Cash when due in the ordinary course of the Debtors' business operations and not on the Effective Date or (iii) otherwise rendered not impaired pursuant to section 1124 of the Bankruptcy Code, including with respect to payment on the Effective Date or as soon as practicable thereafter, except to the extent that the Reorganized Debtors and such Holder agree to other less favorable treatment in writing.

- *Voting*: Class 6 is an Unimpaired Class, and the Holders of Class 6 Claims will be conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Class 6 Claims are not entitled to vote to accept or reject the Plan.

(h) Class 7 – Subordinated Notes Claims

- *Classification*: Class 7 consists of the Subordinated Notes Claims.

- *Allowance*: On the Effective Date, the Subordinated Notes Claims will be deemed Allowed in an aggregate amount equal to $291,222,736.98.

- *Treatment*: On the Effective Date, the Distribution Agent will receive for and on behalf of each and every Holder of an Allowed Subordinated Notes Claim, in full satisfaction, settlement, discharge and release of, and in exchange for, such Claim, 98,000,000 shares of the New Common Stock. The Distribution Agent will promptly distribute the New Common Stock on a Pro Rata basis to the Holders of Allowed Subordinated Notes Claims.

- *Voting*: Class 7 is Impaired, and Holders of Class 7 Claims are entitled to vote to accept or reject the Plan.

(i) Class 8 – Intercompany Claims

- *Classification*: Class 8 consists of the Intercompany Claims.

- *Treatment*: Notwithstanding the substantive consolidation of the Debtors for voting and distribution purposes under the Plan, on the Effective Date, all Class 8 Intercompany Claims will be Reinstated.

- *Voting*: Class 8 is an Unimpaired Class, and the Holders of Class 8 Claims will be conclusively deemed to have accepted the Plan. Therefore, Holders of Class 8 Claims will not be entitled to vote to accept or reject the Plan.

(j) Class 9 – Accuride Preferred Equity Interests

- *Classification*: Class 9 consists of the Preferred Equity Interests in Accuride. Class 9 consists of all of the Accuride Preferred Equity Interests

- *Treatment*: On the Effective Date, immediately after the Accuride Other Equity Interests are canceled, the Accuride Preferred Equity Interests will be redeemed in accordance with Section 3 of the Certificate of Designation of Series A Preferred Stock of Accuride Corporation (the "**Certificate of Designation**") and the Holder of the Accuride Preferred Equity Interests will, upon surrender of the Accuride Preferred Equity Interests, receive the $100 liquidation preference in Cash. In accordance with the Certificate of Designation, from and after notice of redemption, the Accuride Preferred Equity Interests will no longer be, or be deemed to be, outstanding for any purpose, and all rights, preferences and powers (including voting rights and powers) of the Accuride Preferred Equity Interests will automatically cease and terminate.

- *Voting*: Class 9 is an Unimpaired Class, and the Holders of Class 9 Equity Interests will be conclusively deemed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Class 9 Equity Interests are not entitled to vote to accept or reject this Plan.

(k) Class 10 – Accuride Other Equity Interests

- *Classification*: Class 10 consists of the Accuride Other Equity Interests.

- *Treatment*: On the Effective Date, all Class 10 Equity Interests will be deemed canceled and will be of no further force and effect, whether surrendered for cancellation or otherwise. In the event that Class 7 and Class 10 vote to reject the Plan, the Holders of Class 10 Equity Interests will not receive any distribution or retain any property on account of such Class 10 Equity Interests. In the event Class 10 votes to accept the Plan, on the Initial Distribution Date, each holder of Accuride Other Equity Interests as of the Distribution Record Date will receive a Pro Rata share of 2,000,000 shares of the New

Common Stock and its Pro Rata share of the New Warrants in satisfaction of its Class 10 Equity Interests.

- *Voting*: Class 10 is Impaired, and the Holders of Class 10 Equity Interests are entitled to vote to accept or reject the Plan.

(l) Class 11 -- Equity Interests in Subsidiaries

- *Classification*: Class 11 consists of the Equity Interests in the Subsidiaries.

- *Treatment*: On the Effective Date, the Reorganized Debtors will retain the Equity Interests they hold in the Subsidiaries.

- *Voting*: Class 11 is an Unimpaired Class, and the Holders of Class 11 Equity Interests will be conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Class 10 Equity Interests are not entitled to vote to accept or reject the Plan.

3. Special Provision Governing Unimpaired Claims

Except as otherwise provided in the Plan, nothing under the Plan will affect the Debtors' rights in respect of any Unimpaired Claims, including, without limitation, all rights in respect of legal and equitable defenses to or setoffs or recoupments against any such Unimpaired Claims.

4. Discharge of Claims

Except as otherwise provided in the Plan and effective as of the Effective Date: (i) the rights afforded herein and the treatment of all Claims and Equity Interests will be in exchange for and in complete satisfaction, settlement, discharge, and release of all Claims and Equity Interests of any nature whatsoever, including (except in the case of postpetition interest comprising part of the Prepetition First Out Credit Agreement Claim or the DIP Facility Claim) any interest accrued on such Claims from and after the Petition Date, against the Debtors or any of their assets, property, or Estates; (ii) the Plan will bind all Holders of Claims and Equity Interests, notwithstanding whether any such Holders abstained from voting to accept or reject the Plan or voted to reject the Plan; (iii) all Claims and Equity Interests will be satisfied, discharged, and released in full, and the Debtors' liability with respect thereto will be extinguished completely, including any liability of the kind specified under section 502(g) of the Bankruptcy Code; and (iv) all Entities will be precluded from asserting against the Debtors, the Debtors' Estates, the Reorganized Debtors, each of their successors and assigns, and each of their assets and properties, any other Claims or Equity Interests based upon any documents, instruments or any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date.

C. ACCEPTANCE OR REJECTION OF THE PLAN

1. Presumed Acceptance of Plan

Classes 1, 2, 3, 5, 6, 8, 9 and 11 are Unimpaired under the Plan, and are, therefore, presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code.

2. Voting Classes

Each Holder of an Allowed Claim or Allowed Equity Interest as of the applicable Voting Record Date in each of the Voting Classes (Classes 4A, 4B, 7 and 10) will be entitled to vote to accept or reject the Plan.

3. Acceptance by Impaired Classes of Claims and Equity Interests

Pursuant to section 1126(c) of the Bankruptcy Code and except as otherwise provided in section 1126(e) of the Bankruptcy Code, an Impaired Class of Claims has accepted the Plan if the Holders of at least two-thirds in dollar amount and more than one-half in number of the Allowed Claims in such Class actually voting have voted to accept the Plan. Pursuant to section 1126(d) of the Bankruptcy Code and except as otherwise provided in section 1126(e) of the Bankruptcy Code, a Class of Equity Interests has accepted the Plan if at least two-thirds in amount of the Allowed Equity Interests in such Class actually voting have voted to accept the Plan.

4. Confirmation Pursuant to Section 1129(b) of the Bankruptcy Code

The Debtors request confirmation of the Plan under section 1129(b) of the Bankruptcy Code with respect to any Impaired Class that does not accept the Plan pursuant to section 1126 of the Bankruptcy Code. The Debtors reserve the right to modify the Plan or any Exhibit thereto or Plan Schedule in order to satisfy the requirements of section 1129(b) of the Bankruptcy Code, if necessary.

D. MEANS FOR IMPLEMENTATION OF THE PLAN

1. General Settlement of Claims

Pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, distributions, releases and other benefits provided under the Plan, upon the Effective Date, the provisions of the Plan will constitute a good faith compromise and settlement of all Claims and Equity Interests and controversies resolved pursuant to the Plan.

2. Substantive Consolidation of Claims and Equity Interests against Debtors for Plan Purposes Only

The Plan is premised on the substantive consolidation of all of the Debtors with respect to the voting and treatment of all Claims and Equity Interests except for the Other Secured Claims in Class 2 and Secured Tax Claims in Class 3, as provided below. The Plan does not contemplate substantive consolidation of the Debtors with respect to the Class 2 Claims or Class 3 Claims, which will be deemed to apply separately with respect to the Plan proposed by each Debtor. This Plan will serve as a request by the Debtors, in lieu of a separate motion, to the Bankruptcy Court, that it grant substantive consolidation with respect to the voting and treatment of all Claims and Equity Interests other than Class 2 Claims and Class 3 Claims as follows: on the Effective Date, (a) Class 8 Intercompany Claims will not be taken into account for voting or treatment purposes under this Plan (although such Claims will be Reinstated); (b) all assets and liabilities of the Debtors will be merged or treated as though they were merged (except to the extent they secure any Allowed Other Secured Claim or Allowed Secured Tax Claim); (c) all guarantees of the Debtors of the obligations of any other Debtor and any joint or several liability of any of the Debtors will be eliminated; and (d) each and every Claim or Interest (except for Other Secured Claims and Secured Tax Claims) against any Debtor will be deemed Filed against the consolidated Debtors and all Claims (except for Other Secured Claims and Secured Tax Claims) Filed against more than one Debtor for the same liability will be deemed one Claim against any obligation of the consolidated Debtors. For the avoidance of doubt, the Debtors will not be substantively consolidated for any purpose other than as set forth in the Plan or Confirmation Order.

3. Corporate Existence

The Debtors will continue to exist after the Effective Date as a separate legal entities, with all the powers of corporations, memberships and partnerships pursuant to the applicable law in their states of incorporation or organization and pursuant to the Amended Organizational Documents.

4. Vesting of Assets in the Reorganized Debtors

Except as otherwise provided in the Plan or the Confirmation Order, on or after the Effective Date, all property and assets of the Estates (including, without limitation, Causes of Action and, unless otherwise waived or released pursuant to an order of the Bankruptcy Court or the Plan, Avoidance Actions) and any property and assets acquired by the Debtors pursuant to the Plan will vest in the Reorganized Debtors, free and clear of all Liens, Claims, charges or other encumbrances. Except as may be provided in the Plan, on and after the Effective Date, the Reorganized Debtors may operate their businesses and may use, acquire or dispose of property and compromise or settle any Claims without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, other than those restrictions expressly imposed by the Plan and the Confirmation Order. Without limiting the foregoing, the Reorganized Debtors will pay the charges that they incur after the Effective Date for Professionals' fees, disbursements, expenses or related support services (including reasonable fees relating to the preparation of Professional fee applications) in the ordinary course of business and without application or notice to, or order of, the Bankruptcy Court.

5. Restructured Credit Facility and Sources of Cash for Plan Distributions

On the Effective Date, the Reorganized Debtors will be authorized to execute and deliver the Restructured Credit Facility Agreement, as well as execute, deliver, file, record and issue any notes, guarantees, documents (including UCC financing statements), or agreements in connection therewith, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Entity (other than expressly required by the Restructured Credit Facility Agreement). Except as otherwise provided in the Plan or the Confirmation Order, all Cash necessary for the Reorganized Debtors to make payments required pursuant to the Plan will be obtained from the Reorganized Debtors' Cash balances, including Cash from operations and the proceeds of the Rights Offering. Cash payments to be made pursuant to the Plan will be made by the Reorganized Debtors.

6. New Common Stock; New Warrants

On the Effective Date, Reorganized Accuride will issue New Common Stock to Holders of Allowed Subordinated Notes Claims and, if Class 7 and Class 10 vote to accept the Plan, to Holders of Allowed Accuride Other Equity Interests, in each case, pursuant to the terms set forth herein. The aggregate number of shares of New Common Stock to be authorized on the Effective Date will be 800,000,000 shares. The aggregate number of shares of New Common Stock to be issued on the Effective Date will be (i) 122,500,000 shares if Class 7 votes to accept the Plan but Class 10 votes to reject the Plan or (ii) 125,000,000 shares if Class 7 and Class 10 vote to accept the Plan. From and after the Effective Date, Reorganized Accuride will use its best efforts to list the New Common Stock on a national securities exchange.

In the event Class 7 and Class 10 vote to accept the Plan, on the Effective Date, Reorganized Accuride will issue New Warrants to Holders of Allowed Accuride Other Equity Interests pursuant to the terms set forth herein.

7. Registration Agreement

On the Effective Date, Accuride will be authorized to enter into and consummate the transactions contemplated by the Registration Agreement and such documents, and any agreement or document entered into in connection therewith, will become effective and binding in accordance with their respective terms and conditions upon the parties thereto, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Entity (other than as expressly required by the Registration Agreement).

8. Rights Offering

(a) Issuance of Rights; New Indenture.

Each Rights Offering Participant will receive Subscription Rights to subscribe for its Pro Rata Share of the Rights Offering Notes for an aggregate purchase price equal to the applicable Subscription Payment Amount. In accordance with the Backstop Commitment Agreement, the Backstop Investors have committed to purchase all Remaining Rights Offering Notes. The Rights Offering Notes, including the Remaining Rights Offering Notes, will be issued to the Rights Offering Participants and/or the Backstop Investors, as applicable, for an aggregate purchase price equal to the Rights Offering Amount. The Rights Offering Notes will be subject to the terms of the New Indenture. On the Effective Date, Accuride will be authorized to enter into and consummate the transactions contemplated by the New Indenture and any agreement or document entered into in connection therewith, and the New Indenture and all such agreements and documents will become effective and binding in accordance with their respective terms and conditions upon the parties thereto, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Entity (other than as expressly required by the New Indenture).

(b) Subscription Period.

The Rights Offering will commence on the Subscription Commencement Date and will expire on the Subscription Deadline. Each Rights Offering Participant that intends or desires to participate in the Rights Offering must affirmatively elect to exercise its Subscription Rights, and provide written notice thereof to the Entities specified in the Subscription Form, on or prior to the Subscription Deadline in accordance with the terms of the Plan and the Subscription Form. All Remaining Rights Offering Notes will be allocated to the Backstop Investors on the Subscription Deadline, and will be purchased by the Backstop Investors on the Effective Date, all in accordance with the terms and conditions of the Backstop Commitment Agreement.

(c) Exercise of Subscription Rights and Payment of Subscription Payment Amount.

On the Subscription Commencement Date, Accuride or another applicable Distribution Agent will mail the Subscription Form to each Rights Offering Participant known as of the Rights Offering Record Date, together with appropriate instructions for the proper completion, due execution, and timely delivery of the Subscription Form, as well as instructions for the payment of the eventual Subscription Payment Amount for that portion of the Subscription Rights sought to be exercised by such Person. The Debtors may adopt such additional detailed procedures consistent with the provisions of the Plan to more efficiently administer the exercise of the Subscription Rights.

In order to exercise the Subscription Rights, each Rights Offering Participant must return a duly completed Subscription Form (making a binding and irrevocable commitment to participate in the Rights Offering) to the Debtors or other Entity specified in the Subscription Form so that such form is actually received by the Debtors or such other Entity on or before the Subscription Deadline. If the Debtors or such other Entity for any reason does not receive from a given holder of Subscription Rights a duly completed Subscription Form on or prior to the Subscription Deadline, then such holder will be deemed to have forever and irrevocably relinquished and waived its right to participate in the Rights Offering. On the Subscription Notification Date, the Debtors will notify each Rights Offering Purchaser of its respective allocated portion of Rights Offering Notes, and in the case of the Backstop Investors, the Debtors will notify each Backstop Investor as soon as practicable after the Subscription Deadline and, in any event, at least four (4) Business Days prior to the Effective Date, of its portion of the Remaining Rights Offering Notes that such Backstop Investor is obligated to purchase pursuant to the Backstop Commitment Agreement and the purchase price therefor. Each Rights Offering Purchaser (other than the Backstop Investors, whose payments will be received by the Debtors on the Effective Date in accordance with the Backstop Commitment Agreement) must tender its Subscription Payment Amount to the Debtors so that it is actually received on or prior to the Subscription Payment Date. In the event the Debtors receive any payments for the exercise of Subscription Rights prior to the Effective Date, such payments will be held in a separate account until the Effective Date. In the event the conditions to the Effective Date are not met or waived, such payments will be returned, without accrual or payment of any interest thereon, to the applicable Rights Offering Purchaser, without reduction, offset or counter-claim.

(d) No Transfer; Detachment Restrictions; No Revocation.

The Subscription Rights are not Transferable or detachable. Any such Transfer or detachment, or attempted Transfer or detachment, will be null and void and the Debtors will not treat any purported transferee of the Subscription Rights separate from the Subordinated Notes Claims as the holder of any Subscription Rights. Once a Rights Offering Participant has exercised any of its Subscription Rights by properly executing and delivering the Subscription Form to the Debtors or other Entity specified in the Subscription Form, such exercise may only be revoked, rescinded or annulled in the sole discretion of the Debtors or Reorganized Debtors.

(e) Distribution of Rights Offering Notes.

On, or as soon as reasonably practicable after, the Effective Date, Reorganized Accuride or another applicable Distribution Agent will distribute the Rights Offering Notes purchased by each Rights Offering Purchaser or Backstop Investor to such Rights Offering Purchaser or Backstop Investor.

(f) Validity of Exercise of Subscription Rights.

All questions concerning the timeliness, validity, form, and eligibility of any exercise, or purported exercise, of Subscription Rights will be determined by the Debtors or Reorganized Debtors. The Debtors or Reorganized Debtors, in their discretion reasonably exercised in good faith, may waive any defect or irregularity, or permit a defect or irregularity to be corrected within such times as they may determine, or reject the purported exercise of any Subscription Rights. A Subscription Form will be deemed not to have been received or accepted until all irregularities have been waived or cured within such time as the Debtors or Reorganized Debtors determine in their discretion reasonably exercised in good faith. The Debtors or Reorganized Debtors will use commercially reasonable efforts to give written notice to any Rights Offering Participant regarding any defect or irregularity in connection with any purported exercise of Subscription Rights by such Person and may permit such defect or irregularity to be cured within such time as they may determine in good faith to be appropriate; provided, however, that neither the Debtors and Reorganized Debtors nor any of their Related Persons will incur any liability for giving, or failing to give, such notification and opportunity to cure.

(g) Rights Offering Proceeds.

The proceeds of the Rights Offering will fund Cash payments required to be made under this Plan, including, without limitation, Transaction Expenses, the Prepetition Last Out Payment Amount and repayment of the DIP Facility Claims, and be used for general corporate purposes by the Reorganized Debtors after the Effective Date.

9. Equity Incentive Program

As soon as practical after the Effective Date, the New Board will adopt and implement the Equity Incentive Program without further notice to or order of the Bankruptcy Court, or the vote, consent, authorization or approval of any Entity or shareholder. The approval of this Plan constitutes approval of the Equity Incentive Program pursuant to Section 303 of the Delaware General Corporate Law.

10. Issuance of New Securities and Related Documentation

On the Effective Date, Reorganized Accuride is authorized to and will issue, the New Securities and Documents, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Entity. The issuance of the New Securities and Documents and the distribution thereof under this Plan, the distribution and exercise of the Subscription Rights, the issuance and distribution of New Common Stock upon exercise of the New Warrants (assuming Class 10 votes to accept the Plan) and the issuance and distribution of New Common Stock upon conversion of the New Notes will be exempt from registration under applicable securities laws pursuant to section 1145(a) of the Bankruptcy Code, Section 4(2) of the Securities Act and/or other applicable exemptions. Without limiting the effect of section 1145 of the Bankruptcy Code, all financing documents, agreements, and instruments

entered into and delivered on or as of the Effective Date contemplated by or in furtherance of this Plan, including, without limitation, the Restructured Credit Facility Agreement, the New Indenture, the Registration Agreement, the New Notes and any other agreement or document related to or entered into in connection with any of the foregoing, will become, and the Backstop Commitment Agreement will remain, effective and binding in accordance with their respective terms and conditions upon the parties thereto, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Entity (other than as expressly required by such applicable agreement).

Upon the Effective Date, after giving effect to the transactions contemplated hereby, the authorized capital stock or other equity securities of the Reorganized Debtors will be that number of shares of New Common Stock as may be designated in the Amended Organizational Documents. Without limiting the effect of section 1145 of the Bankruptcy Code, on the Effective Date, Accuride will enter into the Registration Agreement with each Person (a) who by virtue of the issuance by Accuride to such Person on the Effective Date of the New Common Stock and/or New Notes, as the case may be, and/or its relationship with Accuride (i) holds New Notes or New Common Stock that are "restricted" (as such term is used within the meaning of the applicable securities laws) because acquired in a private placement under Section 4(2) of the Securities Act, or (ii) could otherwise reasonably be deemed to be an "underwriter" or "affiliate" (as such terms are used within the meaning of applicable securities laws) of Accuride, and (b) who requests in writing that Accuride execute such agreement. In connection with the distribution of New Common Stock to current or former employees of the Debtors, Accuride may take whatever actions are necessary to comply with applicable federal, state, local and international tax withholding obligations, including withholding from distributions a portion of the New Common Stock and selling such securities to satisfy tax withholding obligations including, without limitation, income, social security and Medicare taxes.

11. Release of Liens, Claims and Equity Interests

Except as otherwise provided in the Plan or in any contract, instrument, release or other agreement or document entered into or delivered in connection with the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to Article VII of the Plan, all Liens, Claims, Equity Interests, mortgages, deeds of trust, or other security interests against the property of the Estates will be fully released, terminated, extinguished and discharged, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Entity. Any Entity holding such Liens or interests will, pursuant to section 1142 of the Bankruptcy Code, promptly execute and deliver to the Reorganized Debtors such instruments of termination, release, satisfaction and/or assignment (in recordable form) as may be reasonably requested by the Reorganized Debtors.

12. Certificate of Incorporation and Bylaws

The Amended Organizational Documents shall amend or succeed the certificates or articles of incorporation, by-laws, membership agreements, partnership agreements and other organizational documents of the Debtors to satisfy the provisions of this Plan and the Bankruptcy Code, and will (i) include, among other things, pursuant to section 1123(a)(6) of the Bankruptcy Code, a provision prohibiting the issuance of non-voting equity securities, but only to the extent required by section 1123(a)(6) of the Bankruptcy Code; (ii) authorize the issuance of New Common Stock in an amount not less than the amount necessary to permit the distributions thereof required or contemplated by this Plan; (iii) to the extent necessary or appropriate, include restrictions on the Transfer of New Common Stock; and (iv) to the extent necessary or appropriate, include such provisions as may be needed to effectuate and consummate this Plan and the transactions contemplated herein. After the Effective Date, the Reorganized Debtors may amend and restate their certificates or articles of incorporation and by-laws, and other applicable organizational documents, as permitted by applicable law.

13. Directors and Officers of Reorganized Accuride

The New Board will initially consist of up to seven (7) directors, who will consist of the Chief Executive Officer of Reorganized Accuride and six (6) directors to be designated by the Ad Hoc Noteholders Group Professionals and consented to by the Debtors or to be otherwise agreed upon between the Ad Hoc Noteholders Group and the Debtors, and, which directors will be identified in the Plan Supplement as Plan Schedule 4. Any directors elected pursuant to Article V.M. of the Plan will be subject to approval of the Bankruptcy Court pursuant

to section 1129(a)(5) of the Bankruptcy Code. As of the Effective Date, the initial officers of the Reorganized Debtors will be the officers of the Debtors existing immediately prior to the Effective Date and the existing directors of the Reorganized Debtors other than Reorganized Accuride will be the directors of such Debtors immediately prior to the Effective Date. Pursuant to section 1129(a)(5) of the Bankruptcy Code, the Debtors will disclose, at or prior to the Confirmation Hearing, the identity and affiliations of any Person proposed to serve on the initial board of directors of the Reorganized Debtors, and, to the extent such Person is an insider other than by virtue of being a director, the nature of any compensation for such Person. Each such director and officer will serve from and after the Effective Date pursuant to applicable law and the terms of the Amended Organizational Documents and the other constituent and organizational documents of the Reorganized Debtors. The existing board of directors of Accuride will be deemed to have resigned on and as of the Effective Date, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Entity.

14. Corporate Action

Each of the Debtors and the Reorganized Debtors, as applicable, may take any and all actions to execute, deliver, File or record such contracts, instruments, releases and other agreements or documents and take such actions as may be necessary or appropriate to effectuate and implement the provisions of the Plan, including, without limitation, the distribution of the securities to be issued pursuant hereto in the name of and on behalf of the Reorganized Debtors and in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by the security holders, officers or directors of the Debtors or the Reorganized Debtors and as applicable or by any other Person (except for those expressly required pursuant to the Plan).

Prior to, on or after the Effective Date (as appropriate), all matters provided for pursuant to the Plan that would otherwise require approval of the stockholders, directors or members of any Debtor (as of prior to the Effective Date) will be deemed to have been so approved and will be in effect prior to, on or after the Effective Date (as appropriate) pursuant to applicable law and without any requirement of further action by the stockholders, directors, managers or partners of such Debtors, or the need for any approvals, authorizations, actions or consents of any Person.

All matters provided for in the Plan involving the legal or corporate structure of any Debtor or any Reorganized Debtors, as applicable, and any legal or corporate action required by any Debtor or any Reorganized Debtor as applicable, in connection with the Plan, will be deemed to have occurred and will be in full force and effect in all respects, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by the security holders, officers or directors of any Debtor or any Reorganized Debtors, as applicable, or by any other Person. On the Effective Date, the appropriate officers of each Debtor and each Reorganized Debtors, as applicable, are authorized to issue, execute, and deliver, and consummate the transactions contemplated by, the contracts, agreements, documents, guarantees, pledges, consents, securities, certificates, resolutions and instruments contemplated by or described in the Plan in the name of and on behalf of the Debtor and each Reorganized Debtors, as applicable, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by any Person. The secretary and any assistant secretary of each Debtor and each Reorganized Debtor as applicable, will be authorized to certify or attest to any of the foregoing actions.

15. Cancellation of Notes, Certificates and Instruments

On the Effective Date, except to the extent otherwise provided in the Plan with respect to "Collateral Documents" under the Prepetition Credit Agreement that will continue in effect and become "Collateral Documents" under the Restated Credit Facility Agreement or otherwise, all notes, stock, instruments, certificates, agreements and other documents evidencing the DIP Facility Claims, Prepetition First Out Credit Agreement Claims, Prepetition Last Out Credit Agreement Claims, Subordinated Notes Claims, the Accuride Preferred Equity interests and the Accuride Other Equity Interests will be canceled, and the obligations of the Debtors thereunder or in any way related thereto will be fully released, terminated, extinguished and discharged, in each case without

further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by any Person.

On the Effective Date, except to the extent otherwise provided herein, the Indenture will be deemed to be canceled, as permitted by section 1123(a)(5)(F) of the Bankruptcy Code, and the obligations of the Debtors thereunder will be fully released, terminated, extinguished and discharged. The Indenture will continue in effect solely for the purposes of: (1) allowing Holders of the Subordinated Notes Claims to receive distributions under the Plan; and (2) allowing and preserving the rights of the Indenture Trustee to (a) make distributions in satisfaction of Allowed Subordinated Notes Claims, (b) exercise its charging liens against any such distributions, and (c) seek compensation and reimbursement for any fees and expenses incurred in making such distributions. Upon completion of all such distributions, the Subordinated Notes and the Indenture will terminate completely. From and after the Effective Date, the Indenture Trustee will have no duties or obligations under the Indenture other than to make distributions. As of the Effective Date, the Subordinated Notes will be surrendered to the Indenture Trustee in accordance with the terms of the Indenture. All surrendered and canceled Subordinated Notes held by the Indenture Trustee will be disposed of in accordance with the applicable terms and conditions of the Indenture.

E. TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

1. Assumption and Rejection of Executory Contracts and Unexpired Leases

On the Effective Date, all Executory Contracts and Unexpired Leases of the Debtors will be deemed assumed in accordance with, and subject to, the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code, except for those Executory Contracts (including, without limitation, employment agreements) and Unexpired Leases that:

(i) have been rejected by order of the Bankruptcy Court;

(ii) are the subject of a motion to reject pending on the Effective Date;

(iii) are identified on Plan Schedule 5 or in the Plan Supplement (in either case which Exhibit may be amended by the Debtors to add or remove Executory Contracts and Unexpired Leases by filing with the Bankruptcy Court an amended Exhibit and serving it on the affected contract parties at least ten (10) days prior to the Voting Deadline); or

(iv) are rejected pursuant to the terms of the Plan.

Without amending or altering any prior order of the Bankruptcy Court approving the assumption or rejection of any Executory Contract or Unexpired Lease, entry of the Confirmation Order by the Bankruptcy Court will constitute approval of such assumptions and rejections pursuant to sections 365(a) and 1123 of the Bankruptcy Code. To the extent any provision in any Executory Contract or Unexpired Lease assumed pursuant to the Plan (including, without limitation, any "change of control" provision) restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, the Reorganized Debtors' assumption of such Executory Contract or Unexpired Lease, then such provision will be deemed modified such that the transactions contemplated by the Plan will not entitle the non-debtor party thereto to terminate such Executory Contract or Unexpired Lease or to exercise any other default-related rights with respect thereto. Each Executory Contract and Unexpired Lease assumed pursuant to Article VI of the Plan will revest in and be fully enforceable by the Reorganized Debtors in accordance with its terms, except as modified by the provisions of the Plan, any order of the Bankruptcy Court authorizing and providing for its assumption, or applicable law.

2. Assignment of Executory Contracts or Unexpired Leases

In the event of an assignment of an Executory Contract or Unexpired Lease, at least twenty (20) days prior to the Confirmation Hearing, the Debtors will serve upon counterparties to such Executory Contracts and Unexpired Leases, a notice of the proposed assumption and assignment, which will: (a) list the applicable cure amount, if any; (b) identify the party to which the Executory Contract or Unexpired Lease will be assigned; (c) describe the

procedures for filing objections thereto; and (d) explain the process by which related disputes will be resolved by the Bankruptcy Court; additionally, the Debtors will file with the Bankruptcy Court a list of such Executory Contracts and Unexpired Leases to be assigned and the proposed cure amounts. Any applicable cure amounts will be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the cure amount in Cash on the Effective Date or on such other terms as the parties to such Executory Contracts or Unexpired Leases may otherwise agree.

Any objection by a counterparty to an Executory Contract or Unexpired Lease to a proposed assignment or any related cure amount must be filed, served and actually received by the Debtors at least five (5) days prior to the Confirmation Hearing. Any counterparty to an Executory Contract and Unexpired Lease that fails to object timely to the proposed assignment or cure amount will be deemed to have consented to such assignment of its Executory Contract or Unexpired Lease. The Confirmation Order will constitute an order of the Bankruptcy Court approving any proposed assignments of Executory Contracts or Unexpired Leases pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date.

In the event of a dispute regarding (a) the amount of any cure payment, (b) the ability of any assignee to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the Executory Contract or Unexpired Lease to be assigned or (c) any other matter pertaining to assignment, the applicable cure payments required by section 365(b)(1) of the Bankruptcy Code will be made following the entry of a Final Order or orders resolving the dispute and approving the assignment. If an objection to assignment or cure amount is sustained by the Bankruptcy Court, the Reorganized Debtors in their sole option, may elect to reject such Executory Contract or Unexpired Lease in lieu of assuming and assigning it.

3. Rejection of Executory Contracts or Unexpired Leases

All Executory Contracts and Unexpired Leases listed on Plan Schedule 5 will be deemed rejected as of the Effective Date. The Confirmation Order will constitute an order of the Bankruptcy Court approving the rejections described in Article VI of the Plan pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date.

4. Claims on Account of the Rejection of Executory Contracts or Unexpired Leases

All Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, pursuant to the Plan or the Confirmation Order, if any, must be filed with the Bankruptcy Court within thirty (30) days after the date of entry of an order of the Bankruptcy Court (including the Confirmation Order) approving such rejection. The Debtor or Reorganized Debtor, as the case may be, will provide notice of such rejection and specify the appropriate deadline for the filing of such Proof of Claim.

Any Entity that is required to file a Proof of Claim arising from the rejection of an Executory Contract or an Unexpired Lease that fails to timely do so will be forever barred, estopped and enjoined from asserting such Claim, and such Claim will not be enforceable, against the Debtors, the Reorganized Debtors or the Estates, and the Debtors, the Reorganized Debtors and their Estates and property will be forever discharged from any and all indebtedness and liability with respect to such Claim unless otherwise ordered by the Bankruptcy Court or as otherwise provided in the Plan. All such Claims will, as of the Effective Date, be subject to the permanent injunction set forth in Article X.F of the Plan.

5. Cure of Defaults for Assumed Executory Contracts and Unexpired Leases

Any monetary defaults under each Executory Contract and Unexpired Lease to be assumed pursuant to the Plan will be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the default amount in Cash as and when due in the ordinary course or on such other terms as the parties to such Executory Contracts or Unexpired Leases may otherwise agree.

Any objection by a counterparty to an Executory Contract or Unexpired Lease to a proposed assumption must be filed, served and actually received by the Debtors at least ten (10) days prior to the Confirmation Hearing. Any counterparty to an Executory Contract and Unexpired Lease that fails to object timely to the proposed

assumption will be deemed to have assented and will be deemed to have forever released and waived any objection to the proposed assumption other than with respect to any alleged cure amount, which may be asserted at any time. In the event of a dispute regarding (1) the amount of any payments to cure a default, (2) the ability of the Reorganized Debtors or any assignee to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the contract or lease to be assumed or (3) any other matter pertaining to assumption, the cure payments required by section 365(b)(1) of the Bankruptcy Code will be made following the entry of a Final Order or orders resolving the dispute and approving the assumption. If an objection to cure is sustained by the Bankruptcy Court, the Debtors or Reorganized Debtors, as applicable, in their sole option, may elect to reject such Executory Contract or Unexpired Lease in lieu of assuming it.

6. Assumption of Director and Officer Insurance Policies

The Debtors, and upon the Effective Date, the Reorganized Debtors, will assume all of the D&O Liability Insurance Policies pursuant to section 365(a) of the Bankruptcy Code. Unless previously effectuated by separate order entered by the Bankruptcy Court, entry of the Confirmation Order will constitute the Bankruptcy Court's approval of the Debtors' foregoing assumption of each of the D&O Liability Insurance Policies. Notwithstanding anything to the contrary contained in the Plan, confirmation of the Plan will not discharge, impair or otherwise modify any indemnity obligations assumed by the foregoing assumption of the D&O Liability Insurance Policies, and each such indemnity obligation will be deemed and treated as an Executory Contract that has been assumed by the Debtors under the Plan as to which no Proof of Claim need be Filed. Notwithstanding anything to the contrary contained in the Plan, confirmation of the Plan will not impair or otherwise modify any rights of the Reorganized Debtors under the D&O Liability Insurance Policies.

7. Indemnification Provisions

Except as otherwise provided in the Plan, all indemnification provisions currently in place (whether in the by-laws, certificate of incorporation, board resolutions, contracts, or otherwise) for the directors, officers and employees of the Debtors who served in such capacity as of the Petition Date with respect to or based upon any act or omission taken or omitted in such capacities, for or on behalf of the Debtors, will be Reinstated (or assumed, as the case may be), and will survive effectiveness of the Plan; provided, however, that no indemnification provisions for any Non-Released Party will survive the Effective Date.

8. Compensation and Benefit Programs

Except as otherwise provided in the Plan or any order of the Bankruptcy Court, all employment and severance policies, and all compensation and benefit plans, policies, and programs of the Debtors applicable to its employees, retirees, and non-employee directors and the employees and retirees of its subsidiaries, including, without limitation, all savings plans, retirement plans, healthcare plans, disability plans, severance benefit plans, incentive plans, life, and accidental death and dismemberment insurance plans, are treated as Executory Contracts under the Plan and on the Effective Date will be assumed pursuant to the provisions of sections 365 and 1123 of the Bankruptcy Code. Any payment obligations under any assumed employment contracts and benefit plans that have been or purport to have been accelerated as a result of the commencement of the Chapter 11 Cases or the consummation of any transactions contemplated by the Plan will be Reinstated and such acceleration will be rescinded and deemed not to have occurred.

Accuride Corporation, Transportation Technologies Industries, Inc., Accuride Erie, L.P. and Gunite Corporation are the contributing sponsors for the Accuride Retirement Plan, the Transportation Technologies Industries, Inc. Salaried Pension Plan, the Transportation Technologies Industries, Inc. Bargaining Unit Pension Plan, the Accuride Erie Hourly Employee Pension Plan, the Gunite Corporation Hourly-Rate Employee Pension Plan (Elkhart), and the Gunite Corporation Rockford (UAW) Hourly-Rated Employees Pension Plan, respectively ("**Pension Plans**"). The Pension Plans are covered by Title IV of the Employee Retirement Income Security Act of 1974, as amended, ("**ERISA**"), 29 U.S.C. section 1301 et seq. The Pension Benefit Guaranty Corporation ("**PBGC**"), a United States Government corporation, guarantees the payment of certain pension benefits upon termination of a pension plan covered by Title IV of ERISA.

Upon confirmation of the Plan, the Reorganized Debtors will assume and continue to maintain the Pension Plans, and contribute to the Pension Plans the amount necessary to satisfy the minimum funding standards under sections 302 and 303 of ERISA, 29 U.S.C. §§ 1082 and 1083, and sections 412 and 430 of the Internal Revenue Code, 26 U.S.C. §§ 412 and 430. Nothing in the Plan will be construed as discharging, releasing, or relieving Debtors, or their successors, including the Reorganized Debtors, or any party, in any capacity, from any liability imposed under any law or regulatory provision with respect to the Pension Plans or PBGC. PBGC and the Pension Plans will not be enjoined or precluded from enforcing such liability as a result of any provision of the Plan or the Confirmation Order.

9. Workers' Compensation Benefits

Except as otherwise provided in the Plan, as of the Effective Date, the Debtors and the Reorganized Debtors will continue to honor their obligations under: (i) all applicable workers' compensation laws in states in which the Reorganized Debtors operate; and (ii) the Debtors' written contracts, agreements, agreements of indemnity, self-insurer workers' compensation bonds, and any other policies, programs, and plans regarding or relating to workers' compensation and workers' compensation insurance. All such contracts and agreements are treated as Executory Contracts under the Plan and on the Effective Date will be assumed pursuant to the provisions of sections 365 and 1123 of the Bankruptcy Code. Notwithstanding anything to the contrary contained in the Plan, confirmation of the Plan will not impair or otherwise modify any rights of the Reorganized Debtors under any such contracts, agreements, policies, programs or plans regarding or relating to workers' compensation or workers' compensation insurance..

F. PROVISIONS GOVERNING DISTRIBUTIONS

1. Distributions for Claims Allowed as of the Effective Date

Except as otherwise provided in the "Treatment" sections in Article III of the Plan or as ordered by the Bankruptcy Court, distributions to be made on account of Claims and Equity Interests that are Allowed Claims or Equity Interests as of the Effective Date will be made on the Initial Distribution Date or as soon thereafter as is practicable. Any distribution to be made on the Effective Date pursuant to the Plan will be deemed as having been made on the Effective Date if such distribution is made on the Effective Date or as soon thereafter as is reasonably practicable. Any payment or distribution required to be made under the Plan on a day other than a Business Day will be made on the next succeeding Business Day. Distributions on account of Disputed Claims and Equity Interests that first become Allowed Claims and Equity Interests after the Effective Date will be made pursuant to Article VIII of the Plan.

2. No Postpetition Interest on Claims

Unless otherwise specifically provided for in the Plan, the Confirmation Order or the DIP Orders, or required by applicable bankruptcy law, postpetition interest will not accrue or be paid on any Claims, and no Holder of a Claim (other than a Holder of a DIP Facility Claim, a Prepetition First Out Credit Agreement Claim or a Prepetition Last Out Credit Agreement Claim with respect to such applicable Claim) will be entitled to interest accruing on or after the Petition Date on any Claim.

3. Distributions by Reorganized Accuride or Other Applicable Distribution Agent

Other than as specifically set forth in the Plan, Reorganized Accuride or another applicable Distribution Agent will make all distributions required to be distributed under the Plan. Distributions on account of the DIP Facility Claims, Prepetition Credit Facility Claims and Subordinated Notes Claims will be made to the DIP Agent, the Prepetition Agent and the Indenture Trustee, respectively. The Reorganized Debtors may employ or contract with other entities to assist in or make the distributions required by the Plan.

4. Delivery and Distributions and Undeliverable or Unclaimed Distributions

(a) Record Date for Distributions

On the Distribution Record Date, the Claims Register will be closed. Accordingly, Reorganized Accuride or other applicable Distribution Agent will have no obligation to recognize the Transfer of, or the sale of any participation in, any Allowed Claim that occurs after the close of business on the Distribution Record Date, and will be entitled for all purposes herein to recognize and distribute securities, property, notices and other documents only to those Holders of Allowed Claims who are Holders of such Claims, or participants therein, as of the close of business on the Distribution Record Date. Reorganized Accuride or any other applicable Distribution Agent will be entitled to recognize and deal for all purposes under the Plan with only those record holders stated on the Claims Register, or (if no address appears on the Claims Register) their books and records, as of the close of business on the Distribution Record Date. For purposes of Subordinated Notes Claims, the record Holder thereof as of the Distribution Record Date will be the Indenture Trustee.

(b) Delivery of Distributions in General

Except as otherwise provided in the Plan, Accuride, Reorganized Accuride or another applicable Distribution Agent, as applicable, will make distributions to Holders of Allowed Claims and Equity Interests, or in care of their authorized agents, as appropriate, at the address for each such Holder or agent as indicated on the Debtors' books and records as of the date of any such distribution; provided, however, that the manner of such distributions will be determined in the sole discretion of the Debtors or the Reorganized Debtors, as applicable; and provided further, that if a Holder of an Allowed Claim or Equity Interest Files a Proof of Claim, the address for such Holder will be deemed to be the address set forth in any Proof of Claim Filed by that Holder.

All distributions to Holders of Subordinated Notes Claims will be governed by the Indenture and will be deemed completed when made to the Indenture Trustee. The Indenture Trustee may effect any distribution to Holders of Subordinated Notes Claims through the book-entry transfer facilities of The Depository Trust Company, who will distribute the same to its participants in accordance with their respective holdings of Subordinated Notes as of the Distribution Record Date.

(c) Minimum Distributions

Notwithstanding anything in the Plan to the contrary, no Distribution Agent will be required to make distributions or payments of less than $25.00 (whether in Cash or otherwise) or to make partial distributions or payments of fractions of dollars. Whenever any payment or distribution of a fraction of a dollar or share of New Common Stock under the Plan would otherwise be called for, the actual payment or distribution will reflect a rounding of such fraction to the nearest whole dollar or share of New Common Stock (up or down), with half dollars and half shares of New Common Stock or less being rounded down.

No Distribution Agent will have any obligation to make a distribution on account of an Allowed Claim if: (a) the aggregate amount of all distributions authorized to be made on the Subsequent Distribution Date in question is or has an economic value less than $50,000, unless such distribution is a final distribution; or (b) the amount to be distributed to the specific Holder of an Allowed Claim on such Subsequent Distribution Date does not constitute a final distribution to such Holder and is or has an economic value less than $25.00, which will be treated as an undeliverable distribution under Article VII.D.4 of the Plan.

(d) Undeliverable Distributions

(i) Holding of Certain Undeliverable Distributions

If the distribution to any Holder of an Allowed Claim or Equity Interest is returned to the Distribution Agent as undeliverable or is otherwise unclaimed, no further distributions will be made to such Holder unless and until the Distribution Agent is notified in writing of such Holder's then current address, at which time all currently due missed distributions will be made to such Holder on the next Subsequent Distribution Date. Undeliverable

distributions will remain in the possession of the Reorganized Debtors, subject to Article VII.D.4(b) of the Plan, until such time as any such distributions become deliverable. Undeliverable distributions will not be entitled to any additional interest, dividends or other accruals of any kind on account of their distribution being undeliverable.

(ii) Failure to Claim Undeliverable Distributions

Any Holder of an Allowed Claim or Equity Interest (or any successor or assignee or other Person or Entity claiming by, through, or on behalf of, such Holder) that does not assert a right pursuant to the Plan for an undeliverable or unclaimed distribution within one (1) year after the later of the Effective Date or the date such distribution is due will be deemed to have forfeited its rights for such undeliverable or unclaimed distribution and will be forever barred and enjoined from asserting any such rights for an undeliverable or unclaimed distribution against the Debtors or their Estates, the Reorganized Debtors or their property. In such cases, any Cash for distribution on account of such rights for undeliverable or unclaimed distributions will become the property of the Estates free of any restrictions thereon and notwithstanding any federal or state escheat laws to the contrary. Any Cash, New Common Stock, New Notes, New Warrants and/or other New Securities and Documents or other property held for distribution on account of such Claim or Equity Interest will be canceled and of no further force or effect. Nothing contained in the Plan will require the Debtors, Reorganized Debtors, or any Distribution Agent to attempt to locate any Holder of an Allowed Claim or Equity Interest.

(iii) Failure to Present Checks

Checks issued by the Distribution Agent on account of Allowed Claims will be null and void if not negotiated within 180 days after the issuance of such check. In an effort to ensure that all Holders of Allowed Claims receive their allocated distributions, no later than 180 days after the issuance of such checks, the Reorganized Debtors will File with the Bankruptcy Court a list of the Holders of any un-negotiated checks. This list will be maintained and updated periodically in the sole discretion of the Reorganized Debtors for as long as the Chapter 11 Cases stay open. Requests for reissuance of any check will be made directly to the Distribution Agent by the Holder of the relevant Allowed Claim or Equity Interest with respect to which such check originally was issued. Any Holder of an Allowed Claim or Equity Interest holding an un-negotiated check that does not request reissuance of such un-negotiated check within 365 days after the date of mailing or other delivery of such check will have its Claim or Equity Interest for such un-negotiated check discharged and be discharged and forever barred, estopped and enjoined from asserting any such Claim or Equity Interest against the Reorganized Debtors or their property. In such cases, any Cash held for payment on account of such Claims or Equity Interest will be property of the Reorganized Debtors, free of any Claims or Equity Interests of such Holder with respect thereto. Nothing contained in the Plan will require the Reorganized Debtors to attempt to locate any Holder of an Allowed Claim or Equity Interest.

5. Compliance with Tax Requirements/Allocations

In connection with the Plan and all distributions under the Plan, Reorganized Accuride or another applicable Distribution Agent will comply with all withholding and reporting requirements imposed by any federal, state, local, or foreign taxing authority, and all distributions under the Plan will be subject to any such withholding and reporting requirements. Reorganized Accuride or other applicable Distribution Agent will be authorized to take any and all actions that may be necessary or appropriate to comply with such withholding and reporting requirements. All persons holding Claims will be required to provide any information necessary to effect information reporting and the withholding of such taxes. Notwithstanding any other provision of the Plan to the contrary, each Holder of an Allowed Claim or Equity Interest will have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any governmental unit, including income, withholding, and other tax obligations, on account of a distribution to such Holder. Any Cash, New Common Stock, New Notes, New Warrants, New Securities and Documents and/or other consideration or property to be distributed pursuant to the Plan will, pending the implementation of such arrangements, be treated as an undeliverable distribution pursuant to Article VII.D.4 of the Plan.

6. Allocation of Plan Distributions Between Principal and Interest

To the extent that any Allowed Claim entitled to a distribution under the Plan is comprised of indebtedness and accrued but unpaid interest thereon, such distribution will, to the extent permitted by applicable law, be allocated for income tax purposes to the principal amount of the Claim first and then, to the extent that the consideration exceeds the principal amount of the Claim, to the portion of such Claim representing accrued but unpaid interest.

7. Means of Cash Payment

Payments of Cash made pursuant to the Plan will be in U.S. dollars and will be made, at the option and in the sole discretion of the Reorganized Debtors, by (a) checks drawn on, or (b) wire transfer from, a domestic bank selected by the Reorganized Debtors. Cash payments to foreign creditors may be made, at the option of the Reorganized Debtors, in such funds and by such means as are necessary or customary in a particular foreign jurisdiction.

8. Timing and Calculation of Amounts to Be Distributed

On the Initial Distribution Date (or if a Claim or Equity Interest is not an Allowed Claim or Equity Interest on the Effective Date, on the Subsequent Distribution Date occurring after such Claim becomes an Allowed Claim or Equity Interest, or as soon as reasonably practicable thereafter), each Holder of an Allowed Claim or Equity Interest will receive the full amount of the distributions that the Plan provides for Allowed Claims or Equity Interests in the applicable Class. If and to the extent that there are Disputed Claims or Equity Interests, distributions on account of any such Disputed Claims or Equity Interests will be made pursuant to the provisions set forth in the applicable class treatment or in Article VIII of the Plan. Except as otherwise provided in the Plan, Holders of Claims and Equity Interests will not be entitled to interest, dividends or accruals on the distributions provided for in the Plan, regardless of whether such distributions are delivered on or at any time after the Effective Date.

9. Setoffs

Without altering or limiting any of the rights and remedies of the Debtors and Reorganized Debtors under section 502(d) of the Bankruptcy Code, all of which rights and remedies will be reserved, the Debtors and the Reorganized Debtors may, but will not be required to, withhold (but not setoff except as set forth below) from the distributions called for under the Plan on account of any Allowed Claim an amount equal to any claims, Causes of Action and Litigation Claims of any nature that the Debtors or the Reorganized Debtors may hold against the Holder of any such Allowed Claim. In the event that any such claims, Causes of Action or Litigation Claims are adjudicated by Final Order or otherwise resolved against the applicable Holder, the Debtors and Reorganized Debtors may, pursuant to section 553 of the Bankruptcy Code or applicable non-bankruptcy law, set off against any Allowed Claim and the distributions to be made pursuant hereto on account of such Allowed Claim (before any distribution is made on account of such Allowed Claim), the amount of such adjudicated or resolved claims, Causes of Action or Litigation Claims. Neither the failure to effect such a setoff nor the allowance of any Claim under the Plan will constitute a waiver or release by the Debtors or the Reorganized Debtors of any such claims, Causes of Action or Litigation Claims.

10. Surrender of Cancelled Instruments or Securities

As a condition precedent to receiving any distribution pursuant to the Plan on account of an Allowed Claim or Equity Interest evidenced by the instruments, securities, notes, or other documentation canceled pursuant to Article V.O of the Plan, the Holder of such Claim or Equity Interest will tender the applicable instruments, securities, notes or other documentation evidencing such Claim or Equity Interest (or a sworn affidavit identifying the instruments, securities, notes or other documentation formerly held by such Holder and certifying that they have been lost), to Reorganized Accuride or another applicable Distribution Agent unless waived in writing by the Debtors or the Reorganized Debtors, as applicable.

Any Holder of a Claim or Equity Interest that is required, but that fails, to surrender or is deemed to have failed to surrender the applicable note or security required to be tendered under the Plan within one (1) year after the Effective Date will have its Claim and its distribution pursuant to the Plan on account of such Claim or Equity Interest discharged and will be forever barred from asserting any such Claim or Equity Interest against the Reorganized Debtors or their property. In such cases, any Cash, New Common Stock, New Notes, New Warrants and/or other New Securities and Documents or other property held for distribution on account of such Claim or Equity Interest will be canceled and of no further force or effect.

11. Lost, Stolen, Mutilated or Destroyed Securities

In addition to any requirements under any applicable agreement and applicable law, any Holder of a Claim or Equity Interest evidenced by a security or note that has been lost, stolen, mutilated, or destroyed will, in lieu of surrendering such security or note to the extent required by the Plan, deliver to Reorganized Accuride and other applicable Distribution Agents: (x) evidence reasonably satisfactory to Reorganized Accuride and other applicable Distribution Agents of such loss, theft, mutilation, or destruction; and (y) such security or indemnity as may be required by Reorganized Accuride and other applicable Distribution Agents to hold such party harmless from any damages, liabilities, or costs incurred in treating such individual as a Holder of an Allowed Claim or Allowed Equity Interest. Upon compliance with Article VII.K of the Plan as determined by the Debtors or Reorganized Debtors by a Holder of a Claim or Equity Interest evidenced by a security or note, such Holder will, for all purposes under the Plan, be deemed to have surrendered such security or note to Reorganized Accuride and other applicable Distribution Agents.

G. PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED AND DISPUTED CLAIMS

1. Resolution of Disputed Claims

(a) Allowance of Claims

After the Effective Date and subject to the other provisions of the Plan, the Reorganized Debtors will have and will retain any and all rights and defenses that the Debtors had with respect to any Claim or Equity Interest, except with respect to any Claim or Equity Interest deemed Allowed under the Plan or by orders of the Bankruptcy Court. Except as expressly provided in the Plan or in any order entered in the Chapter 11 Cases prior to the Effective Date (including, without limitation, the Confirmation Order and the DIP Orders), no Claim or Equity Interest will become an Allowed Claim unless and until such Claim or Equity Interest is deemed Allowed under the Plan or the Bankruptcy Code or the Bankruptcy Court has entered a Final Order, including, without limitation, the Confirmation Order, in the Chapter 11 Cases allowing such Claim or Equity Interest.

(b) Prosecution of Objections to Claims and Equity Interests

After the Confirmation Date but before the Effective Date, the Debtors, and after the Effective Date, the Reorganized Debtors, will have the exclusive authority to File objections to Claims and settle, compromise, withdraw or litigate to judgment objections to any and all Claims, regardless of whether such Claims or Equity Interests are in an Unimpaired Class or otherwise; provided, however, this provision will not apply to Professional Fee Claims, Ad Hoc Noteholders Group Fees and Expenses, the Backstop Fee, the Backstop Transaction Expenses, the Cash Backstop Fee or the DIP Facility Claim. From and after the Effective Date, the Reorganized Debtors may settle or compromise any Disputed Claim or Equity Interest without any further notice to or action, order or approval of the Bankruptcy Court. The Reorganized Debtors will have the sole authority to administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to or action, order or approval of the Bankruptcy Court.

(c) Estimation

After the Confirmation Date but before the Effective Date, the Debtors, and after the Effective Date, the Reorganized Debtors may, at any time, request that the Bankruptcy Court estimate (a) any Disputed Claim or Equity Interest pursuant to applicable law and (b) any contingent or unliquidated Claim or Equity Interest pursuant to

applicable law, including, without limitation, section 502(c) of the Bankruptcy Code, and the Bankruptcy Court will retain jurisdiction under 28 U.S.C. §§ 157 and 1334 to estimate any Disputed Claim or Equity Interest, contingent Claim or Equity Interest or unliquidated Claim or Equity Interest, including during the litigation concerning any objection to any Claim or Equity Interest or during the pendency of any appeal relating to any such objection. All of the aforementioned Claim or Equity Interests and objection, estimation and resolution procedures are cumulative and not exclusive of one another. Claim or Equity Interests may be estimated and subsequently compromised, settled, withdrawn or resolved by any mechanism approved by the Bankruptcy Court. The rights and objections of all parties are reserved in connection with any such estimation proceeding.

(d) Deadline to File Objections to Claims and Equity Interests

Any objections to Claims and Equity Interests will be Filed no later than the Claims Objection Bar Date. Moreover, notwithstanding the expiration of the Claims Objection Bar Date, the Debtors or Reorganized Debtors will continue to have the right to amend any claims objections and to file and prosecute supplemental objections and counterclaims to a Disputed Claim or Equity Interest until such Disputed Claim or Equity Interest is Allowed or disallowed.

2. No Distributions Pending Allowance

Notwithstanding any other provision of the Plan to the contrary, no payments or distributions of any kind or nature will be made with respect to the disputed portion of a Disputed Claim or Equity Interest unless and until all objections to such Disputed Claim or Equity Interest have been settled or withdrawn or have been determined by Final Order, and the Disputed Claim or Equity Interest has become an Allowed Claim or Equity Interest; provided, however, that the Debtors will treat the undisputed portion (if any) of a Disputed Claim as an Allowed Claim.

3. Distributions on Account of Disputed Claims and Equity Interests Once They Are Allowed and Additional Distributions on Account of Previously Allowed Claims and Equity Interests

On each Subsequent Distribution Date (or such earlier date as determined by the Reorganized Debtors in their sole discretion), Reorganized Accuride or another applicable Distribution Agent will make distributions (a) on account of any Disputed Claim or Equity Interest that has become an Allowed Claim or Equity Interest during the preceding ninety (90) days, and (b) on account of previously Allowed Claims or Equity Interests of property that would have been distributed to the Holders of such Claim or Equity Interest on the dates distributions previously were made to Holders of Allowed Claims or Equity Interests in such Class had the Disputed Claims or Equity Interests that have become Allowed Claims or Equity Interests or disallowed by Final Order of the Bankruptcy Court been Allowed or disallowed, as applicable, on such dates. Such distributions will be made pursuant to the applicable provisions of Article III of the Plan.

H. CONDITIONS PRECEDENT TO CONFIRMATION AND CONSUMMATION OF THE PLAN

1. Conditions Precedent to Confirmation

Confirmation of this Plan will be conditioned upon the satisfaction or waiver pursuant to the provisions of Article IX.C hereof of the following:

- The Bankruptcy Court will have entered a Final Order in form and in substance satisfactory to the Debtors, the Requisite Independent Supporting Lenders and the Required Noteholders approving the Disclosure Statement with respect to this Plan as containing adequate information within the meaning of section 1125 of the Bankruptcy Code.

- This Plan and all schedules, documents, supplements and exhibits to this Plan will have been filed in form and substance acceptable to the Debtors, the Requisite Independent Supporting Lenders and the Required Noteholders.

- The proposed Confirmation Order will be in form and substance reasonably acceptable to the Debtors, the Committee, the Requisite Independent Supporting Lenders and the Required Noteholders.

- The board of directors of the Reorganized Debtors will have been selected.

2. Conditions Precedent to Consummation

Consummation of this Plan will be conditioned upon the satisfaction or waiver pursuant to the provisions of Article IX.C hereof of the following:

- The Confirmation Order shall have been entered and either (a) become a Final Order or (b) the 10-day stay contemplated by Bankruptcy Rule 3020(e) in respect thereof shall have been terminated, and the Confirmation Order shall otherwise be in a form and in substance reasonably satisfactory to the Debtors, the Committee, the Requisite Independent Supporting Lenders and the Required Noteholders and no stay of the Confirmation Order will have been entered and be in effect. The Confirmation Order will provide that, among other things, the Debtors or the Reorganized Debtors, as appropriate, are authorized and directed to take all actions necessary or appropriate to consummate this Plan, including, without limitation, entering into, implementing and consummating the contracts, instruments, releases, leases, indentures and other agreements or documents created in connection with or described in this Plan.

- The Bankruptcy Court will have entered one or more Final Orders (which may include the Confirmation Order) authorizing the assumption and rejection of Executory Contracts and Unexpired Leases by the Debtors as contemplated in the Plan and the Plan Supplement.

- All documents and agreements necessary to implement this Plan, including, without limitation, Restructured Credit Facility and the New Indenture, in each case in form and substance acceptable to the Debtors, the Requisite Independent Supporting Lenders, the Required Noteholders and Accuride Canada (to the extent it is a party to such agreements), will have (a) been tendered for delivery, and (b) been effected by, executed by, or otherwise deemed binding upon, all Entities party thereto. All conditions precedent to such documents and agreements will have been satisfied or waived pursuant to the terms of such documents or agreements.

- Without limiting the foregoing, the "Canadian Revolving Credit Lenders" (as defined in the Prepetition Credit Agreement) as of the Effective Date will all have executed and delivered the Restructured Credit Facility Agreement and all related documents and instruments.

- All material consents, actions, documents, certificates and agreements necessary to implement the Plan will have been effected or executed and delivered to the required parties and, to the extent required, Filed with the applicable governmental units in accordance with applicable laws.

- The Debtors will have received the Rights Offering Amount, in Cash, net of any fees or expenses authorized by Order of the Bankruptcy Court to be paid from the Rights Offering Amount.

- All interest, fees and expenses (including legal and advisory fees and expenses) on account of the Prepetition First Out Credit Agreement Claims shall have been paid as required by the DIP Orders.

- The Confirmation Date will have occurred.

3. Waiver of Conditions

The conditions to confirmation of this Plan and to Consummation of this Plan set forth in this Article IX may be waived by the Debtors with the consent of the Requisite Independent Supporting Lenders and the Required Noteholders (not to be unreasonably withheld) without notice, leave or order of the Bankruptcy Court or any formal action other than proceeding to confirm or consummate this Plan; provided, however, notwithstanding the foregoing, the condition set forth in paragraph B(4) of the Plan may not be waived without the consent of all of the "Canadian Revolving Credit Lenders" (as defined in the Prepetition Credit Agreement), the conditions in paragraphs A(3) and B(1) of the Plan may not be waived without the consent of the Committee, which shall not be unreasonably withheld or delayed, and the condition set forth in paragraph B(7) may not be waived without the consent of the Holders of the Prepetition First Out Credit Agreement Claims. The failure to satisfy or waive a condition to Consummation may be asserted by the Debtors or the Reorganized Debtors regardless of the circumstances giving rise to the failure of such condition to be satisfied. The failure of the Debtors or Reorganized Debtors to exercise any of the foregoing rights will not be deemed a waiver of any other rights, and each right will be deemed an ongoing right that may be asserted at any time.

4. Effect of Non Occurrence of Conditions to Consummation

If the Consummation of the Plan does not occur, the Plan will be null and void in all respects and nothing contained in the Plan or the Disclosure Statement will: (a) constitute a waiver or release of any claims by or Claims against or Equity Interests in the Debtors; (b) prejudice in any manner the rights of the Debtors, any Holders or any other Entity; (c) constitute an Allowance of any Claim or Equity Interest; or (d) constitute an admission, acknowledgment, offer or undertaking by the Debtors, any Holders or any other Entity in any respect.

I. RELEASE, INJUNCTION AND RELATED PROVISIONS

1. General

Notwithstanding anything contained in the Plan to the contrary, the allowance, classification and treatment of all Allowed Claims and Equity Interests and their respective distributions and treatments under the Plan, takes into account the relative priority and rights of the Claims and the Equity Interests in each Class in connection with any contractual, legal and equitable subordination rights relating thereto whether arising under general principles of equitable subordination, section 510 of the Bankruptcy Code or otherwise. Pursuant to the terms contained in the Plan, among other things, the subordination provisions contained in the Indenture will be eliminated and each holder of a Subordinated Notes Claim will receive and be entitled to retain the property as set forth in the Plan. As of the Effective Date, any and all contractual, legal and equitable subordination rights, whether arising under general principles of equitable subordination, section 510 of the Bankruptcy Code or otherwise, relating to the allowance, classification and treatment of all Allowed Claims and their respective distributions and treatments under the Plan will be settled, compromised, terminated and released pursuant to the Plan; provided, however, that nothing contained in the Plan will preclude any Person or Entity from exercising their rights pursuant to and consistent with the terms of the Plan and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection with the Plan.

In accordance with the provisions of the Plan, including Article VIII thereof, and pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019, without any further notice to or action, order or approval of the Bankruptcy Court, after the Effective Date (1) the Reorganized Debtors may, in their sole and absolute discretion, compromise and settle Claims against them and (2) the Reorganized Debtors may, in their sole and absolute discretion, compromise and settle Causes of Action against other Entities.

2. Release

EFFECTIVE AS OF THE EFFECTIVE DATE, FOR GOOD AND VALUABLE CONSIDERATION PROVIDED BY EACH OF THE RELEASED PARTIES, THE ADEQUACY OF WHICH IS HEREBY CONFIRMED, THE DEBTORS AND REORGANIZED DEBTORS, IN THEIR INDIVIDUAL CAPACITIES AND AS DEBTORS-IN-POSSESSION, AND, TO THE FULLEST EXTENT PERMITTED BY LAW, THE

HOLDERS OF CLAIMS OR EQUITY INTERESTS, AND EACH OF THEIR RESPECTIVE RELATED PERSONS (COLLECTIVELY, THE "RELEASING PARTIES") WILL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER PROVIDED A FULL DISCHARGE, WAIVER AND RELEASE TO THE RELEASED PARTIES (AND EACH SUCH RELEASED PARTY SO RELEASED SHALL BE DEEMED FOREVER RELEASED, WAIVED AND DISCHARGED BY THE RELEASING PARTIES) AND THEIR RESPECTIVE PROPERTIES FROM ANY AND ALL CLAIMS, CAUSES OF ACTION, LITIGATION CLAIMS AND ANY OTHER DEBTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, ACTIONS, REMEDIES, AND LIABILITIES WHATSOEVER, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING AS OF THE EFFECTIVE DATE OR THEREAFTER ARISING, IN LAW, AT EQUITY, WHETHER FOR TORT, CONTRACT, OR OTHERWISE, BASED IN WHOLE OR IN PART UPON ANY ACT OR OMISSION, TRANSACTION, OR OTHER OCCURRENCE OR CIRCUMSTANCES EXISTING OR TAKING PLACE PRIOR TO OR ON THE EFFECTIVE DATE ARISING FROM OR RELATED IN ANY WAY IN WHOLE OR IN PART TO THE DEBTORS, THE CHAPTER 11 CASES, THE DISCLOSURE STATEMENT, THIS PLAN OR THE SOLICITATION OF VOTES ON THIS PLAN THAT SUCH RELEASING PARTY WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR THAT ANY HOLDER OF A CLAIM OR EQUITY INTEREST OR OTHER ENTITY WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT FOR OR ON BEHALF OF THE DEBTORS, THEIR ESTATES OR THE REORGANIZED DEBTORS (WHETHER DIRECTLY OR DERIVATIVELY) AGAINST ANY OF THE RELEASED PARTIES; PROVIDED, HOWEVER, THAT THE FOREGOING PROVISIONS OF THIS RELEASE SHALL NOT OPERATE TO WAIVE OR RELEASE (I) ANY CAUSES OF ACTION EXPRESSLY SET FORTH IN AND PRESERVED BY THIS PLAN OR THE PLAN SUPPLEMENT; (II) ANY CAUSES OF ACTION ARISING FROM FRAUD OR WILLFUL MISCONDUCT AS DETERMINED BY FINAL ORDER OF THE BANKRUPTCY COURT OR ANY OTHER COURT OF COMPETENT JURISDICTION; AND/OR (III) THE RIGHTS OF SUCH RELEASING PARTY TO ENFORCE THIS PLAN AND THE CONTRACTS, INSTRUMENTS, RELEASES, INDENTURES, AND OTHER AGREEMENTS OR DOCUMENTS DELIVERED UNDER OR IN CONNECTION WITH THIS PLAN OR ASSUMED PURSUANT TO THIS PLAN OR ASSUMED PURSUANT TO FINAL ORDER OF THE BANKRUPTCY COURT. THE FOREGOING RELEASE SHALL BE EFFECTIVE AS OF THE EFFECTIVE DATE WITHOUT FURTHER NOTICE TO OR ORDER OF THE BANKRUPTCY COURT, ACT OR ACTION UNDER APPLICABLE LAW, REGULATION, ORDER, OR RULE OR THE VOTE, CONSENT, AUTHORIZATION OR APPROVAL OF ANY PERSON AND THE CONFIRMATION ORDER WILL PERMANENTLY ENJOIN THE COMMENCEMENT OR PROSECUTION BY ANY PERSON OR ENTITY, WHETHER DIRECTLY, DERIVATIVELY OR OTHERWISE, OF ANY CLAIMS, OBLIGATIONS, SUITS, JUDGMENTS, DAMAGES, DEMANDS, DEBTS, RIGHTS, CAUSES OF ACTION, OR LIABILITIES RELEASED PURSUANT TO THIS RELEASE. IN ADDITION, THE DEBTORS, ON BEHALF OF THE DEBTORS, THEIR ESTATES, AND THE REORGANIZED DEBTORS, HEREBY RELEASE AND WAIVE ANY AND ALL AVOIDANCE ACTIONS AGAINST ANY AND ALL PERSONS.

The Debtors believe that the Releases by each of the Releasing Parties of the each of the Released Parties as described in this Section IV.I.2 and Section X.B of the Plan are integral to the Plan. Moreover, the Debtors have received substantial contributions to the Plan from the Released Parties. The Released Parties have played a critical role in the formulation of the Debtors' Plan and have expended an immense amount of time and resources analyzing and negotiating the complex issues presented by the Debtors' capital structure. The Plan reflects the settlement and resolution of several of these complex issues. In addition, absent the agreement of the Ad Hoc Group, General Unsecured Claims would not be paid in full and holders of Accuride Other Equity Interests would not receive any recovery under the Plan.

Absent the tireless efforts of the various constituencies who came together to work out the terms of the Plan, supported by approximately 57% in amount of the Prepetition Lenders and 70% in amount of the Prepetition Noteholders, aimed at resolving these cases, the Debtors and their creditors would likely remain mired in complex and contentious litigation for years to come, threatening to materially delay and reduce distributions to all creditors. Further, the Prepetition Lenders and the Prepetition Noteholders are agreeing to provide for certain consideration to be provided under the Plan to Holders of General Unsecured Claims and Holders of Accuride Other Equity Interests if they vote to accept the Plan. The willingness of these creditors to take such risks and provide such benefits to the other Holders of Claims against and Equity Interests in the Estates is a substantial contribution to the Plan and to these cases; absent such willingness, the Plan would not have been possible, and the Debtors may have been unable

to reorganize. The substantial and extensive contributions by the Released Parties — both monetary and non-monetary — further justify the non-Debtor releases set forth in the Plan.

Additionally, an identity of interest may exist between the Debtors and certain non-Debtor Released Parties, such that the non-Debtor releases are appropriate in that they eliminate effectively additional unknown claims against the Estates. The Debtors' directors and officers are parties to and beneficiaries of certain indemnification provisions, whereby the Debtors are obligated to indemnify them. Under these agreements, any claim asserted against a Released Party who the Debtors are obligated to indemnify may essentially be a claim against the Debtors. Any such claim, even if ultimately unsuccessful, could further deplete finite estate resources. As of the date hereof, the Debtors are not aware of any claims against a Released Party.

3. Discharge of Claims

To the fullest extent provided under section 1141(d)(1)(A) and other applicable provisions of the Bankruptcy Code, except as otherwise expressly provided by the Plan or the Confirmation Order, all consideration distributed under the Plan will be in exchange for, and in complete satisfaction, settlement, discharge, and release of, all Claims and Equity Interests of any kind or nature whatsoever against the Debtors or any of their assets or properties, and regardless of whether any property will have been distributed or retained pursuant to the Plan on account of such Claims or Equity Interests. Except as otherwise expressly provided by the Plan or the Confirmation Order, upon the Effective Date, the Debtors and their Estates will be deemed discharged and released under and to the fullest extent provided under section 1141(d)(1)(A) and other applicable provisions of the Bankruptcy Code from any and all Claims and Equity Interests of any kind or nature whatsoever, including, but not limited to, demands and liabilities that arose before the Confirmation Date, and all debts of the kind specified in section 502(g), 502(h), or 502(i) of the Bankruptcy Code.

4. Exculpation

The Exculpated Parties will neither have nor incur any liability to any Entity for any claims or Causes of Action arising before, on or after the Petition Date and prior to or on the Effective Date for any act taken or omitted to be taken in connection with, or related to formulating, negotiating, preparing, disseminating, implementing, administering, confirming or effecting the Consummation of the Plan, the Disclosure Statement or any contract, instrument, release or other agreement or document created or entered into in connection with the Plan or any other prepetition or postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors, the approval of the Disclosure Statement or confirmation or Consummation of the Plan; provided, however, that the foregoing provisions will have no effect on the liability of any Entity that results from any such act or omission that is determined in a Final Order of the Bankruptcy Court or other court of competent jurisdiction to have constituted gross negligence or willful misconduct; provided, further, that each Exculpated Party will be entitled to rely upon the advice of counsel concerning its duties pursuant to, or in connection with, the above referenced documents, actions or inactions; provided, further, however that the foregoing provisions will not apply to any acts, omissions, Claims, Causes of Action or other obligations expressly set forth in and preserved by the Plan or the Plan Supplement.

5. Preservation of Rights of Action

(a) Maintenance of Causes of Action

Except as otherwise provided in Article X or elsewhere in the Plan or the Confirmation Order, after the Effective Date, the Reorganized Debtors will retain all rights to commence, pursue, litigate or settle, as appropriate, any and all Causes of Action and Litigation Claims, whether existing as of the Petition Date or thereafter arising, in any court or other tribunal including, without limitation, in an adversary proceeding Filed in the Chapter 11 Cases. The Reorganized Debtors, as the successors in interest to the Debtors and the Estates, may, and will have the exclusive right to, enforce, sue on, settle, compromise, transfer or assign (or decline to do any of the foregoing) any or all of the Litigation Claims without notice to or approval from the Bankruptcy Court. The Litigation Claims include, without limitation, the claims set forth on Plan Schedule 2.

(b) Preservation of All Causes of Action Not Expressly Settled or Released

Unless a Cause of Action or Litigation Claim against a Holder of a Claim or an Equity Interest or other Entity is expressly waived, relinquished, released, compromised or settled in the Plan or any Final Order (including, without limitation, the Confirmation Order), the Debtors expressly reserve such Cause of Action or Litigation Claim for later adjudication by the Debtors or the Reorganized Debtors (including, without limitation, Causes of Action and Litigation Claims not specifically identified or of which the Debtors may presently be unaware or which may arise or exist by reason of additional facts or circumstances unknown to the Debtors at this time or facts or circumstances that may change or be different from those the Debtors now believe to exist) and, therefore, no preclusion doctrine, including, without limitation, the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, waiver, estoppel (judicial, equitable or otherwise) or laches will apply to such Causes of Action or Litigation Claims upon or after the confirmation of the Plan or Consummation of the Plan based on the Disclosure Statement, the Plan or the Confirmation Order, except where such Causes of Action or Litigation Claims have been expressly released in the Plan (including, without limitation, and for the avoidance of doubt, the Release contained in Article X.B of the Plan) or any other Final Order (including, without limitation, the Confirmation Order). In addition, the Debtors and the Reorganized Debtors expressly reserve the right to pursue or adopt any claims alleged in any lawsuit in which any Debtor is a plaintiff, defendant or an interested party, against any Entity, including, without limitation, the plaintiffs or co-defendants in such lawsuits.

6. Injunction

EXCEPT AS OTHERWISE PROVIDED IN THE PLAN, FROM AND AFTER THE EFFECTIVE DATE, ALL ENTITIES ARE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER, ANY SUIT, ACTION OR OTHER PROCEEDING, OR CREATING, PERFECTING OR ENFORCING ANY LIEN OF ANY KIND, ON ACCOUNT OF OR RESPECTING ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, EQUITY INTEREST, OR REMEDY RELEASED OR TO BE RELEASED, EXCULPATED OR TO BE EXCULPATED, OR DISCHARGED OR TO BE DISCHARGED PURSUANT TO THE PLAN OR THE CONFIRMATION ORDER. BY ACCEPTING DISTRIBUTIONS PURSUANT TO THE PLAN, EACH HOLDER OF AN ALLOWED CLAIM OR EQUITY INTEREST WILL BE DEEMED TO HAVE SPECIFICALLY CONSENTED TO THIS INJUNCTION. ALL INJUNCTIONS OR STAYS PROVIDED FOR IN THE CHAPTER 11 CASES UNDER SECTION 105 OR 362 OF THE BANKRUPTCY CODE, OR OTHERWISE, AND IN EXISTENCE ON THE CONFIRMATION DATE, WILL REMAIN IN FULL FORCE AND EFFECT UNTIL THE EFFECTIVE DATE.

J. BINDING NATURE OF PLAN

ON THE EFFECTIVE DATE, AND EFFECTIVE AS OF THE EFFECTIVE DATE, THE PLAN WILL BIND, AND WILL BE DEEMED BINDING UPON, ALL HOLDERS OF CLAIMS AGAINST AND EQUITY INTERESTS IN THE DEBTORS, AND SUCH HOLDER'S RESPECTIVE SUCCESSORS AND ASSIGNS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NOTWITHSTANDING WHETHER OR NOT SUCH HOLDER (I) WILL RECEIVE OR RETAIN ANY PROPERTY OR INTEREST IN PROPERTY UNDER THE PLAN, (II) HAS FILED A PROOF OF CLAIM OR INTEREST IN THE CHAPTER 11 CASES OR (III) FAILED TO VOTE TO ACCEPT OR REJECT THE PLAN OR AFFIRMATIVELY VOTED TO REJECT THE PLAN.

V.
CONFIRMATION AND CONSUMMATION PROCEDURES

A. SOLICITATION OF VOTES

The process by which the Debtors will solicit votes to accept or reject the Plan is summarized in Section I herein titled, "Executive Summary" and set forth in detail in the Disclosure Statement Order, which is attached as Exhibit C to this Disclosure Statement.

PLEASE REFER TO THE DISCLOSURE STATEMENT ORDER FOR MORE INFORMATION REGARDING VOTING REQUIREMENTS TO ENSURE THAT VOTES ARE PROPERLY AND TIMELY SUBMITTED SUCH THAT THEY ARE COUNTED AS VOTES TO ACCEPT OR REJECT THE PLAN.

B. CONFIRMATION PROCEDURES

1. Confirmation Hearing

The Confirmation Hearing will commence at 10:00 a.m. prevailing Eastern Time on February 10, 2010 before the Honorable Brendan L. Shannon, United States Bankruptcy Judge, in the United States Bankruptcy Court for the District of Delaware, located at 824 Market Street, 6th Floor, Courtroom 1, Wilmington, Delaware 19801-3024. The Confirmation Hearing may be continued from time to time by the Bankruptcy Court or the Debtors without further notice other than by such adjournment being announced in open court or by a notice of adjournment filed with the Bankruptcy Court and served on such parties as the Bankruptcy Court may order. Moreover, the Plan may be modified or amended, if necessary, pursuant to section 1127 of the Bankruptcy Code, prior to, during or as a result of the Confirmation Hearing, without further notice to parties-in-interest.

The Confirmation Objection Deadline is 4:00 p.m. prevailing Eastern Time on January 29, 2010.

All Confirmation Objections must be filed with the Bankruptcy Court and served on the Debtors and certain other parties in accordance with the Disclosure Statement Order on or before the Confirmation Objection Deadline.

CONFIRMATION OBJECTIONS NOT TIMELY FILED AND SERVED IN THE MANNER SET FORTH HEREIN MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT AND MAY BE OVERRULED WITHOUT FURTHER NOTICE.

2. Filing Objections to the Plan

Any objection to confirmation of the Plan must: (i) be in writing; (ii) conform to the Bankruptcy Rules and the Local Rules; (iii) state the name of the objecting party and the amount and nature of the Claim or the amount of Equity Interests held by such Entity; (iv) state with particularity the basis and nature of any objection to the Plan and, if practicable, a proposed modification to the Plan that would resolve such objection; and (v) be filed, contemporaneously with a proof of service, with the Bankruptcy Court and served so that it is **actually received** no later than the Confirmation Objection Deadline by the Notice Parties, as defined in Section I.F herein.

C. STATUTORY REQUIREMENTS FOR CONFIRMATION OF THE PLAN

At the Confirmation Hearing, the Bankruptcy Court will determine whether the Plan satisfies the requirements of section 1129 of the Bankruptcy Code. The Debtors believe that: (i) the Plan satisfies or will satisfy all of the statutory requirements of chapter 11 of the Bankruptcy Code; (ii) the Debtors have complied or will have complied with all of the requirements of chapter 11 of the Bankruptcy Code; and (iii) the Plan has been proposed in good faith. Specifically, the Debtors believe that the Plan satisfies or will satisfy the applicable confirmation requirements of section 1129 of the Bankruptcy Code set forth below.

- The Plan complies with the applicable provisions of the Bankruptcy Code.

- The Debtors have complied with the applicable provisions of the Bankruptcy Code.

- The Plan has been proposed in good faith and not by any means forbidden by law.

- Any payment made or promised under the Plan for services or for costs and expenses in, or in connection with, the Chapter 11 Cases, or in connection with the Plan and incident to the case, has been or will be disclosed to the Bankruptcy Court, and any such payment: (a) made before the confirmation of the Plan is reasonable; or (b) is subject to the approval of the Bankruptcy Court as reasonable if it is to be fixed after confirmation of the Plan.

- The Debtors have disclosed the identity and affiliations of any individual proposed to serve, after confirmation of the Plan, as a director or officer of the Debtors, an affiliate of the Debtors participating in the plan with the Debtors, or a successor to the Debtors under the Plan. The appointment to, or continuance in, such office by such individual, will be consistent with the interests of creditors and equity security holders and with public policy and the Debtors will have disclosed the identity of any insider that the Reorganized Debtors will employ or retain, and the nature of any compensation for such insider;

- Either each Holder of an Impaired Claim or Equity Interest in Accuride will (A) have accepted the Plan or will receive or retain under the Plan on account of such Claim or Equity Interest property of a value, as of the Effective Date of the Plan, that is not less than the amount that such Holder would receive or retain if the Debtors were liquidated on that date under chapter 7 of the Bankruptcy Code, or (B) if section 1111(b)(2) applies to such Claim, receive or retain under the Plan on account of such Claim property of a value, as of the Effective Date of the Plan, that is not less than the value of such Holder's interest in the estate's interest in the property that secures such claims;

- Each Class of Claims or Equity Interests that is entitled to vote on the Plan will either have accepted the Plan or will not be Impaired under the Plan, or the Plan can be confirmed without the approval of such voting Class pursuant to section 1129(b) of the Bankruptcy Code;

- Except to the extent that the Holder of a particular Claim will agree to a different treatment of its Claim, the Plan provides that Administrative Claims and Other Priority Claims will be paid in full in Cash on the Effective Date, or as soon thereafter as is reasonably practicable, and that Priority Tax Claims will be paid in accordance with section 1129(a)(9)(C) of the Bankruptcy Code;

- At least one Class of Impaired Claims or Equity Interests will accept the Plan, determined without including any acceptance of the Plan by any insider holding a Claim or Equity Interest in that Class;

- Confirmation of the Plan will not likely be followed by the liquidation or the need for further financial reorganization of the Debtors or any successor thereto under the Plan;

- The Debtors have paid or will pay all fees payable under section 1930 of title 28, and the Plan provides for the payment of all such fees on the Effective Date; and

- The Plan provides for the continuation after the Effective Date of payment of all retiree benefits.

1. Best Interests of Creditors Test/Liquidation Analysis

Often called the "best interests" test, section 1129(a)(7) of the Bankruptcy Code requires that the bankruptcy court find, as a condition to confirmation of a chapter 11 plan, that each holder of a claim or equity interest in each impaired class: (i) has accepted the plan; or (ii) among other things, will receive or retain under the plan property of a value, as of the effective date of the plan, that is not less than the amount that such Person would receive if each of the debtors were liquidated under chapter 7 of the Bankruptcy Code. To make these findings, the

Bankruptcy Court must: (1) estimate the Cash proceeds (the "**Liquidation Proceeds**") that a chapter 7 trustee would generate if each Debtor's Chapter 11 Case were converted to a chapter 7 case on the Effective Date and the assets of such Debtor's Estate were liquidated; (2) determine the distribution (the "**Liquidation Distribution**") that each non-accepting Holder of a Claim or Equity Interest would receive from the Liquidation Proceeds under the priority scheme dictated in chapter 7; and (3) compare each Holder's Liquidation Distribution to the distribution under the Plan ("**Plan Distribution**") that such Holder would receive if the Plan were confirmed and consummated.

To assist the Bankruptcy Court in making the findings required under section 1129(a)(7) of the Bankruptcy Code, the Debtors' management, together with Zolfo Cooper ("**ZC**"), the Debtors' restructuring and financial advisors, prepared a Liquidation Analysis, a copy of which is attached hereto as Exhibit F.

The Liquidation Analysis presents "High", "Midpoint" and "Low" estimates of Liquidation Proceeds, thus representing a range of management's assumptions relating to the costs incurred during a liquidation and the proceeds realized as a result thereof. The "High", "Midpoint" and "Low" estimates of Liquidation Proceeds for the Chapter 11 Cases are $126,914,000, $105,366,000 and $83,222,000, respectively. For additional detail with respect to such estimates, refer to the Liquidation Analysis attached hereto as Exhibit F. It is assumed that the liquidation would occur over a period of four months. The projected date of conversion to a hypothetical chapter 7 liquidation (the "**Assumed Effective Date**") is September 1, 2009. In each case, it is assumed that the chapter 7 trustee would enter into an agreement with the Debtors' Prepetition Lenders, as applicable, to wind-down operations and sell the remainder of the Debtors' assets on a piecemeal basis.

In a chapter 7 liquidation, certain distinctive factors would limit recovery from the sale of the Debtors' assets. Among the Debtors' most valuable assets are its accounts receivable, finished goods inventory and machinery and equipment. Although a significant portion of the Debtors' trade receivables are current, in a liquidation, the Debtors likely would have a more difficult time collecting such receipts. The Debtors' long customer relationships along with strong brand recognition should allow a substantial amount of finished goods to be sold. However, in order to sell the finished goods within the liquidation timeframe and without warranties or availability of future services for the products, discounts would likely be required. Much of the machinery and equipment are specialized and/or heavy duty machinery that are costly to relocate. As a result, sale of any machinery and equipment would likely generate minimal proceeds when compared to book values for such assets. In aggregate, such reduced realizations would reduce the amounts available for distributions to creditors.

THE STATEMENTS IN THE LIQUIDATION ANALYSIS, INCLUDING ESTIMATES OF ALLOWED CLAIMS, WERE PREPARED SOLELY TO ASSIST THE BANKRUPTCY COURT IN MAKING THE FINDINGS REQUIRED UNDER SECTION 1129(a)(7) AND THEY MAY NOT BE USED OR RELIED UPON FOR ANY OTHER PURPOSE.

THE DEBTORS BELIEVE THAT ANY ANALYSIS OF A HYPOTHETICAL LIQUIDATION IS NECESSARILY SPECULATIVE. THERE ARE A NUMBER OF ESTIMATES AND ASSUMPTIONS UNDERLYING THE LIQUIDATION ANALYSIS THAT ARE INHERENTLY SUBJECT TO SIGNIFICANT ECONOMIC, COMPETITIVE AND OPERATIONAL UNCERTAINTIES AND CONTINGENCIES BEYOND THE CONTROL OF THE DEBTORS OR A CHAPTER 7 TRUSTEE. NEITHER THE LIQUIDATION ANALYSIS, NOR THE FINANCIAL INFORMATION ON WHICH IT IS BASED, HAS BEEN EXAMINED OR REVIEWED BY INDEPENDENT ACCOUNTANTS IN ACCORDANCE WITH STANDARDS PROMULGATED BY THE AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS. THERE CAN BE NO ASSURANCE THAT ACTUAL RESULTS WOULD NOT VARY MATERIALLY FROM THE HYPOTHETICAL RESULTS PRESENTED IN THE LIQUIDATION ANALYSIS.

2. Feasibility

Section 1129(a)(11) of the Bankruptcy Code requires that the bankruptcy court find that confirmation is not likely to be followed by the liquidation of the Reorganized Debtors or the need for further financial reorganization, unless the plan contemplates such liquidation. For purposes of demonstrating that the Plan meets this "feasibility" standard, the Debtors have analyzed the ability of the Reorganized Debtors to meet their obligations under the Plan and to retain sufficient liquidity and capital resources to conduct their business.

The Debtors believe that the Plan meets the feasibility requirement set forth in section 1129(a)(11) of the Bankruptcy Code. In connection with the development of the Plan and for the purposes of determining whether the Plan satisfies this feasibility standard, the Debtors analyzed their ability to satisfy its financial obligations while maintaining sufficient liquidity and capital resources. The Debtors' management, with the assistance of its financial advisors, developed a business plan and prepared financial projections for fiscal years 2009 through 2014 (the "Financial Projections"). The Financial Projections, together with the assumptions on which they are based, are attached hereto as Exhibit D.

In general, as illustrated by the Financial Projections, the Debtors believe that with the significantly de-leveraged capital structure provided under the Plan and the return to trade terms, the Reorganized Debtors should have sufficient Cash flow and availability to make all payments required pursuant to the Plan while conducting ongoing businesses operations. The Debtors believe that confirmation and Consummation is, therefore, not likely to be followed by the liquidation or further reorganization of the Reorganized Debtors. Accordingly, the Debtors believe that the Plan satisfies the feasibility requirement of section 1129(a)(11) of the Bankruptcy Code.

THE FINANCIAL PROJECTIONS, INCLUDING THE UNDERLYING ASSUMPTIONS, SHOULD BE CAREFULLY REVIEWED IN EVALUATING THE PLAN. WHILE MANAGEMENT BELIEVES THE ASSUMPTIONS UNDERLYING THE FINANCIAL PROJECTIONS, WHEN CONSIDERED ON AN OVERALL BASIS, ARE REASONABLE IN LIGHT OF CURRENT CIRCUMSTANCES AND EXPECTATIONS, NO ASSURANCE CAN BE GIVEN THAT THE FINANCIAL PROJECTIONS WILL BE REALIZED. THE DEBTORS MAKE NO REPRESENTATION OR WARRANTY AS TO THE ACCURACY OF THE FINANCIAL PROJECTIONS.

The Financial Projections have not been examined or compiled by independent accountants. The Debtors make no representation as to the accuracy of the Financial Projections or their ability to achieve the projected results. Many of the assumptions on which the projections are based are inherently subject to significant economic and competitive uncertainties and contingencies beyond the control of the Debtors and their management. Inevitably, some assumptions will not materialize and unanticipated events and circumstances may affect the actual financial results. Therefore, the actual results achieved throughout the 5-year period of the Financial Projections may vary from the projected results and the variations may be material. All Holders of Claims and Equity Interests that are entitled to vote to accept or reject the Plan are urged to examine carefully all of the assumptions on which the financial projections are based in connection with their evaluation of the Plan.

3. Acceptance by Impaired Classes

The Bankruptcy Code requires, as a condition to confirmation, that, except as described in the following section, each class of claims or equity interests that is impaired under a plan, accept the plan. A class that is not "impaired" under a plan is deemed to have accepted the plan and, therefore, solicitation of acceptances with respect to such class is not required. A class is "impaired" unless the plan: (a) leaves unaltered the legal, equitable and contractual rights to which the claim or the interest entitles the holder of such claim or interest or (b) notwithstanding any contractual provision or applicable law that entitles the holder of such claim or interest to demand or receive accelerated payment of such claim or interest after the occurrence of a default, (i) cures any default that occurred before or after the commencement of the Chapter 11 Case; (ii) reinstates the maturity of such claim or interest as such maturity existed before such default; (iii) compensates the holder of such claim or interest for any damages incurred as a result of any reasonable reliance by such holder on such contractual provision or such applicable law; and (iv) does not otherwise alter the legal, equitable, or contractual rights to which such claim or interest entitles the holder of such claim or interest.

Section 1126(c) of the Bankruptcy Code defines acceptance of a plan by a class of impaired claims as acceptance by holders of at least two-thirds in dollar amount and more than one-half in number of claims in that class, but for that purpose counts only those who actually vote to accept or to reject the plan and are not insiders. Thus, a class of claims will have voted to accept the plan only if two-thirds in amount and a majority in number actually voting cast their ballots in favor of acceptance. Section 1126(d) of the Bankruptcy Code, except as otherwise provided in section 1126(e) of the Bankruptcy Code, defines acceptance of a plan by a class of impaired equity interests as acceptance by holders of at least two-thirds in amount of equity interests in that class actually voting to accept or to reject the plan.

Claims in Class 1, 2, 3, 5, 6 and 8 and Equity Interests in Classes 9 and 11 are not Impaired under the Plan, and, as a result, the Holders of such Claims and Equity Interests are deemed to have accepted the Plan.

Claims in Classes 4A, 4B and 7 and Equity Interests in Class 10 are Impaired under the Plan, and as a result, the Holders of Claims or Equity Interests in such Classes are entitled to vote on the Plan. Pursuant to section 1129 of the Bankruptcy Code, the Holders of Claims or Equity Interests in the Voting Classes must accept the Plan for the Plan to be confirmed without application of the "fair and equitable test" to such Classes, and without considering whether the Plan "discriminates unfairly" with respect to such Classes, as both standards are described herein. As stated above, Classes of Claims will have accepted the Plan if the Plan is accepted by at least two-thirds in amount and a majority in number of the Claims of each such Class (other than any Claims of creditors designated under section 1126(e) of the Bankruptcy Code) that have voted to accept or reject the Plan. Classes of Equity Interests will have accepted the if the Plan is accepted by at least two-thirds in amount of the Equity Interests of each such Class.

4. Confirmation Without Acceptance by All Impaired Classes

Section 1129(b) of the Bankruptcy Code allows a bankruptcy court to confirm a plan even if less than all impaired classes entitled to vote on the plan have accepted it, provided that the plan has been accepted by at least one impaired class of claims. Pursuant to section 1129(b) of the Bankruptcy Code, notwithstanding an impaired Class's rejection or deemed rejection of the Plan, the Plan will be confirmed, at the Debtors' request, in a procedure commonly known as "cram down," so long as the Plan does not "discriminate unfairly" and is "fair and equitable" with respect to each Class of Claims or Equity Interests that is impaired under, and has not accepted, the Plan.

5. No Unfair Discrimination

This test applies to classes of claims or equity interests that are of equal priority and are receiving different treatment under the Plan. The test does not require that the treatment be the same or equivalent, but that such treatment be "fair." In general, bankruptcy courts consider whether a plan discriminates unfairly in its treatment of classes of claims of equal rank (e.g., classes of the same legal character). Bankruptcy courts will take into account a number of factors in determining whether a plan discriminates unfairly, and, accordingly, a plan could treat two classes of unsecured creditors differently without unfairly discriminating against either class.

6. Fair and Equitable Test

This test applies to classes of different priority and status (*e.g.*, secured versus unsecured) and includes the general requirement that no class of claims receive more than 100% of the amount of the allowed claims in such class. As to the dissenting class, the test sets different standards depending on the type of claims or equity interests in such class:

- Secured Claims. The condition that a plan be "fair and equitable" to a non-accepting class of secured claims includes the requirements that: (a) the holders of such secured claims retain the liens securing such claims to the extent of the allowed amount of the claims, whether the property subject to the liens is retained by the debtor or transferred to another entity under the plan; and (b) each holder of a secured claim in the class receives deferred Cash payments totaling at least the allowed amount of such claim with a present value, as of the effective date of the plan, at least equivalent to the value of the secured claimant's interest in the Debtors' property subject to the liens.

- Unsecured Claims. The condition that a plan be "fair and equitable" to a non-accepting class of unsecured claims includes the following requirement that either: (a) the plan provides that each holder of a claim of such class receive or retain on account of such claim property of a value, as of the effective date of the plan, equal to the allowed amount of such claim; or (b) the holder of any claim or any equity interest that is junior to the claims of such class will not receive or retain under the plan on account of such junior claim or junior equity interest any property.

- Equity Interests. The condition that a plan be "fair and equitable" to a non-accepting class of equity interests includes the requirements that either:

  - the plan provides that each holder of an equity interest in that class receives or retains under the plan on account of that equity interest property of a value, as of the effective date of the plan, equal to the greater of: (a) the allowed amount of any fixed liquidation preference to which such holder is entitled; (b) any fixed redemption price to which such holder is entitled; or (c) the value of such interest; or

  - if the class does not receive the amount required in the paragraph directly above, no class of equity interests junior to the non-accepting class may receive a distribution under the plan.

To the extent that any of the Voting Classes vote to reject the Plan, the Debtors reserve the right to seek (a) confirmation of the Plan under section 1129(b) of the Bankruptcy Code and/or (b) modify the Plan in accordance with Article XII of the Plan.

Notwithstanding the rejection of any Class that votes to reject the Plan, the Debtors do not believe that the Plan discriminates unfairly against any Impaired Class of Claims or Equity Interests. The Debtors believe that the Plan and the treatment of all Classes of Claims and Equity Interests under the Plan satisfy the foregoing requirements for non-consensual confirmation of the Plan.

D. CONSUMMATION OF THE PLAN

The Plan will be consummated on the Effective Date. For a more detailed discussion of the conditions precedent to the consummation of the Plan and the impact of failure to meet such conditions, see Article IX.B of the Plan.

VI.
PLAN-RELATED RISK FACTORS

PRIOR TO VOTING TO ACCEPT OR REJECT THE PLAN, ALL HOLDERS OF CLAIMS AND EQUITY INTERESTS THAT ARE IMPAIRED SHOULD READ AND CONSIDER CAREFULLY THE FACTORS SET FORTH HEREIN, AS WELL AS ALL OTHER INFORMATION SET FORTH OR OTHERWISE REFERENCED IN THIS DISCLOSURE STATEMENT. ALTHOUGH THESE RISK FACTORS ARE MANY, THESE FACTORS SHOULD NOT BE REGARDED AS CONSTITUTING THE ONLY RISKS PRESENT IN CONNECTION WITH THE DEBTORS' BUSINESS OR THE PLAN AND ITS IMPLEMENTATION.

A. CERTAIN BANKRUPTCY LAW CONSIDERATIONS

1. Parties in interest may object to the Debtors' classification of Claims and Equity Interests.

Section 1122 of the Bankruptcy Code provides that a plan may place a claim or an equity interest in a particular class only if such claim or equity interest is substantially similar to the other claims or equity interests in such class. The Debtors believe that the classification of Claims and Equity Interests under the Plan complies with the requirements set forth in the Bankruptcy Code because the Debtors created Classes of Claims and Equity Interests, each encompassing Claims or Equity Interests, as applicable, that are substantially similar to the other Claims and Equity Interests in each such Class. Nevertheless, there can be no assurance that the Bankruptcy Court will reach the same conclusion.

2. The Debtors may fail to satisfy the vote requirement.

If votes are received in number and amount sufficient to enable the Bankruptcy Court to confirm the Plan, the Debtors intend to seek, as promptly as practicable thereafter, confirmation of the Plan. In the event that sufficient votes are not received, the Debtors may seek to accomplish an alternative chapter 11 plan. There can be no assurance that the terms of any such alternative chapter 11 plan would be similar or as favorable to the Holders of Allowed Claims or Equity Interests as those proposed in the Plan.

3. The Debtors may not be able to secure confirmation of the Plan.

Section 1129 of the Bankruptcy Code sets forth the requirements for confirmation of a chapter 11 plan, and requires, among other things, findings by the bankruptcy court that: (a) such plan "does not unfairly discriminate" and is "fair and equitable" with respect to any non-accepting classes; (b) confirmation of such plan is not likely to be followed by a liquidation or a need for further financial reorganization unless such liquidation or reorganization is contemplated by the plan; and (c) the value of distributions to non-accepting Holders of Claims within a particular class under such plan will not be less than the value of distributions such holders would receive if the debtor was liquidated under chapter 7 of the Bankruptcy Code.

There can be no assurance that the requisite acceptances to confirm the Plan will be received. Even if the requisite acceptances are received, there can be no assurance that the Bankruptcy Court will confirm the Plan. A non-accepting Holder of an Allowed Claim or Equity Interest might challenge either the adequacy of this Disclosure Statement or whether the balloting procedures and voting results satisfy the requirements of the Bankruptcy Code or Bankruptcy Rules. Even if the Bankruptcy Court determined that the Disclosure Statement, the balloting procedures and voting results were appropriate, the Bankruptcy Court could still decline to confirm the Plan if it found that any of the statutory requirements for confirmation had not been met, including the requirement that the terms of the Plan do not "unfairly discriminate" and are "fair and equitable" to non-accepting Classes, or the Plan contains other terms disapproved of by the Bankruptcy Court.

Confirmation of the Plan is also subject to certain conditions as described in Article IX of the Plan. If the Plan is not confirmed, it is unclear what distributions, if any, Holders of Allowed Claims or Equity Interests would receive with respect to their Allowed Claims or Equity Interests.

The Debtors, subject to the terms and conditions of the Plan, reserve the right to modify the terms and conditions of the Plan as necessary for confirmation. Any such modifications could result in less favorable treatment of any non-accepting Class, as well as any Classes junior to such non-accepting Class, than the treatment currently provided in the Plan. Such less favorable treatment could include a distribution of property to the Class affected by the modification of a lesser value than currently provided in the Plan or no distribution of property whatsoever under the Plan. Section 1127 of the Bankruptcy permits the Debtors to modify the Plan at any time before confirmation, but not if such modified Plan fails to meet the requirements for confirmation. The Debtors or the Reorganized Debtors may modify the Plan at any time after confirmation of the Plan and before substantial consummation of the Plan if circumstances warrant such modification and this Court, after notice and a hearing, confirms the Plan as modified, but not if such modified Plan fails to meet the requirements for confirmation. The Debtors will comply with the disclosure and solicitation requirements set forth in Section 1125 of the Bankruptcy Code with respect to the modified Plan. Any Holder of a Claim or Equity Interest that has accepted or rejected the Plan is deemed to have accepted or rejected, as the case may be, the Plan as modified, unless, within the time fixed by this Court, such Holder changes their previous acceptance or rejection.

4. Non-consensual confirmation of the Plan may be necessary.

In the event that any impaired class of claims or equity interests does not accept a chapter 11 plan, a bankruptcy court may nevertheless confirm such a plan at the proponents' request if at least one impaired class has accepted the plan (with such acceptance being determined without including the vote of any "insider" in such class), and, as to each impaired class that has not accepted the plan, the bankruptcy court determines that the plan "does not discriminate unfairly" and is "fair and equitable" with respect to the dissenting impaired classes. The Debtors believe that the Plan satisfies these requirements and the Debtors may request such non-consensual confirmation in accordance with subsection 1129(b) of the Bankruptcy Code. Nevertheless, in the event that a Voting Class does not accept the Plan, there can be no assurance that the Bankruptcy Court will reach this conclusion.

5. The Debtors may object to the amount or classification of a Claim or Equity Interest.

Except as otherwise provided in the Plan, the Debtors and Reorganized Debtors reserve the right to object to the amount or classification of any Claim or Equity Interest under the Plan. The estimates set forth in this Disclosure Statement cannot be relied on by any Holder of a Claim or Equity Interest where such Claim or Equity Interest is or may become subject to an objection, counterclaim or other suit by the Debtors. Any Holder of a Claim or Equity Interest that is or may become subject to an objection thus may not receive its expected share of the estimated distributions described in this Disclosure Statement.

6. Risks of not obtaining the Rights Offering Amount and of the termination of the Backstop Commitment Agreement.

The Plan is predicated on, among other things, Accuride's receipt of the Rights Offering Amount. Notwithstanding the Backstop Commitment Agreement, because the Rights Offering has not been completed, there can be no assurance that the Debtors will receive any or all of the Rights Offering Amount. In addition, under the Backstop Commitment Agreement, the Backstop Investors have the contractual right to terminate the Backstop Agreement, if among other reasons, the deadlines set forth in such agreement or the various conditions precedent to enforcement of the Backstop Investors' obligations are not satisfied. If Accuride does not receive the Rights Offering Amount, Accuride would not be able to consummate the Plan in its current form. The Committee asserts that unaccredited investors may take the position that they are entitled to participate in the Rights Offering because it is being offered to other holders of Subordinated Notes Claims on account of their Subordinated Notes Claims. The Rights Offering is a funding mechanism and not a distribution on account of Claims. Holders of Subordinated Notes Claims are receiving New Common Stock, not New Notes on account of their Subordinated Notes Claims. The Debtors chose the Rights Offering as a funding mechanism because, among other reasons, they believed it was the cheapest available source of funds and the Debtors chose to make it available to only accredited investors to comply with applicable securities laws. Accordingly, the Debtors do not believe any holder of a Subordinated Notes Claim that is unaccredited has any right to participate in the Rights Offering.

7. The Effective Date may not occur.

Although the Debtors believe that the Effective Date may occur quickly after the Confirmation Date, there can be no assurance as to such timing, or as to whether the Effective Date will, in fact, occur. The Equity Committee disputes the Debtors' belief.

8. Contingencies will not affect validity of votes of Impaired Classes to accept or reject the Plan.

The distributions available to Holders of Allowed Claims and Equity Interests under the Plan can be affected by a variety of contingencies. The occurrence of any and all such contingencies, which could affect distributions available to Holders of Allowed Claims and Equity Interests under the Plan, will not affect the validity of the vote taken by the Voting Classes to accept or reject the Plan or require any sort of revote by the Impaired Classes.

9. The Debtors may default under the DIP Facility.

The Debtors' DIP Facility contains numerous covenants and events of default. If the Debtors fail to comply with the covenants, or are otherwise in default of the DIP Credit Agreement, the DIP Lenders have the right to accelerate the total amount due under the DIP Facility and require the immediate payment in full in cash of such amounts. Following such a demand, if the Debtors were unable to obtain emergency relief from the Bankruptcy Court, the DIP Lenders and the Prepetition Lenders would have the right, subject to the terms of the DIP Orders, to foreclose upon the assets of the Debtors.

10. The Restructuring Support Agreements may Terminate.

As set forth in Sections F.1 and F.2 hereof, the Noteholder Restructuring Agreement and the Lender Restructuring Agreement may terminate if, among, other things, the deadlines set forth in such agreements are not met or if the conditions precedent to the respective parties obligation to support the Plan or to confirm the Plan are not satisfied in accordance with the terms of such Agreements. If the Noteholder Restructuring Agreement and the Lender Restructuring Agreement terminate, Accuride may not be able to obtain the support of the Prepetition Noteholders and Prepetition Lenders required to adopt the Plan. In addition, termination of either the Noteholder Restructuring Agreement or the Lender Restructuring Agreement constitutes a default under the DIP Credit Facility Agreement as well as the Backstop Commitment Agreement. If the DIP Credit Facility Agreement and Backstop Commitment Agreement terminate, Accuride would not be able to consummate the Plan in its current form.

B. RISK FACTORS THAT MAY AFFECT THE VALUE OF SECURITIES TO BE ISSUED UNDER THE PLAN AND/OR RECOVERIES UNDER THE PLAN

1. The valuation of the Reorganized Debtors may not be adopted by the Bankruptcy Court.

The Debtors assert that the approximate midpoint equity value of the Reorganized Debtors (after taking into account the Rights Offering) set forth in the valuation included as Exhibit E to this Disclosure Statement is $533 million. Parties in interest in the Chapter 11 Cases may oppose confirmation of the Plan by alleging that the midpoint equity value of the Reorganized Debtors is higher than such amount and that the Plan thereby improperly limits or extinguishes their rights to recoveries under the Plan. The Equity Committee has disputed the midpoint equity value of the Reorganized Debtors (after taking into account the Rights Offering) set forth in the valuation included as Exhibit E to this Disclosure Statement. The Debtors dispute such allegations. The Equity Committee has reserved all of their rights to object to the confirmation of the Plan. At the Confirmation Hearing, the Bankruptcy Court will hear evidence regarding the views of the Debtors, the Equity Committee and any other opposing parties, with respect to the valuation of the Reorganized Debtors. Based on that evidence, the Bankruptcy Court will determine the appropriate valuation for the Reorganized Debtors for purposes of the Plan.

THE EQUITY COMMITTEE HAS DISPUTED THE VALUATION AND ALLEGES THAT THE TOTAL ENTERPRISE VALUE OF THE COMPANY IS GREATER THAN AS PROVIDED HEREIN. THE EQUITY

COMMITTEE RESERVES ALL OF THEIR RIGHTS TO OBJECT TO CONFIRMATION OF THE PLAN. THE DEBTORS DISPUTE SUCH ALLEGATIONS AND DO NOT BELIEVE THAT THE TOTAL ENTERPRISE VALUE OF THE COMPANY IS GREATER THAN $491 – $575 MILLION (AS SET FORTH IN EXHIBIT E TO THE DISCLOSURE STATEMENT).

2. There may be a lack of a trading market for the New Common Stock or the New Notes.

The New Common Stock issued to the Holders of Allowed Subordinated Notes Claims and Allowed Accuride Other Equity Interests will be freely transferable upon issuance. Reorganized Accuride has committed to register the New Notes and the New Common Stock issuable upon conversion of the New Notes under the Securities Act to the extent the holders of these securities enter into the Registration Agreement with Reorganized Accuride on the Effective Date. Reorganized Accuride has also committed to use its best efforts to list the New Common Stock on a national securities exchange. There can be no assurance, however, that any market will develop or as to the liquidity of any market that may develop for any such securities.

3. To service the Reorganized Debtors' indebtedness and to meet their operational needs, the Reorganized Debtors will require a significant amount of cash. Their ability to generate cash depends on many factors beyond their control.

The Reorganized Debtors' ability to make payments on and to refinance their indebtedness and to fund planned capital expenditures and research and development efforts will depend on their ability to generate cash in the future. This, to a certain extent, is subject to general economic, financial, competitive, legislative, regulatory, and other factors that are beyond their control.

The Reorganized Debtors' businesses may not generate sufficient Cash flow from operations. Although the Financial Projections represent management's view based on current known facts and assumptions about the future operations of the Reorganized Debtors, there is no guarantee that the Financial Projections will be realized. The Reorganized Debtors may not be able to meet their projected financial results or achieve projected revenues and Cash flows assumed in projecting future business prospects. To the extent the Reorganized Debtors do not meet their projected financial results or achieve projected revenues and Cash flows, The Reorganized Debtors may lack sufficient liquidity to continue operating as planned after the Effective Date, may be unable to service their debt obligations as they come due or may not be able to meet its operational needs. A failure of the Reorganized Debtors to meet their projected financial results or achieve projected revenues and Cash flows could lead to Cash flow and working capital constraints, which constraints may require the Reorganized Debtors to seek additional working capital. The Reorganized Debtors may not be able to obtain such working capital when it is required.

In addition, if the Reorganized Debtors' cash flows and capital resources are insufficient to fund their debt service obligations, they may be forced to reduce or delay capital expenditures, sell material assets or operations, obtain additional equity capital or refinance all or a portion of their indebtedness. In the absence of such operating results and resources, the Reorganized Debtors could face substantial cash flow problems and might be required to sell material assets or operations to meet their debt service and other obligations. The Reorganized Debtors will be unable to predict the timing of such asset sales or the proceeds which they could realize from such sales and that they will be able to refinance any of their indebtedness, including the Restructured Credit Facility and the New Notes, on commercially reasonable terms or at all.

4. The estimated valuation of the Reorganized Debtors and the New Common Stock and the estimated recoveries to Holders of Allowed Claims and Equity Interests are not intended to represent the private or public sale values of the New Common Stock.

The Debtors' estimated recoveries to Holders of Allowed Claims and Equity Interests are not intended to represent the private or public sale values of Reorganized Accuride's securities. The estimated recoveries are based on numerous assumptions (the realization of many of which is beyond the control of the Reorganized Debtors), including, without limitation: (a) the successful reorganization of the Debtors; (b) an assumed date for the occurrence of the Effective Date; (c) the Debtors' ability to achieve the operating and financial results included in the Financial Projections; and (d) the Debtors' ability to maintain adequate liquidity to fund operations.

5. The holders of the Subordinated Notes will control Reorganized Accuride.

Consummation of the Plan will result in a small number of holders owning a significant percentage of the shares of outstanding New Common Stock, with the holders of the Subordinated Notes holding a controlling percentage of the New Common Stock. These holders will, among other things, exercise a controlling influence over the business and affairs of Reorganized Accuride and the Reorganized Debtors.

6. The issuance of Equity Interests to Accuride's management may dilute the equity ownership interest of other holders of the New Common Stock.

It is anticipated that the New Board will adopt an Equity Incentive Program for directors and management, consisting of issuances from time to time of shares of the New Common Stock of Reorganized Accuride, including the grant of incentive stock options within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended. If the New Board distributes equity interests, or options to acquire such equity interests, to directors, management or employees, it is contemplated that such distributions will dilute the New Common Stock issued on account of Claims and Equity Interests under the Plan and the ownership percentage represented by the New Common Stock distributed under the Plan.

7. It is unlikely that Accuride will pay dividends in the foreseeable future.

All of Reorganized Accuride's cash flow will be required to be used in the foreseeable future (a) to make payments under the Restructured Credit Facility, (b) to fund Reorganized Accuride's other obligations under the Plan, and (c) for working capital and capital expenditure purposes. In addition, the New Indenture will contain certain restrictions on Reorganized Accuride's ability to pay dividends. Accordingly, Reorganized Accuride does not anticipate paying cash dividends on the New Common Stock in the foreseeable future.

8. Tax implications of the Plan.

The federal income tax consequences of the Plan are complex and are subject to significant uncertainties. The Debtors currently do not intend to seek any ruling from the IRS on the tax consequences of the Plan. Even if the Debtors decide to request a ruling, there would be no assurance that the IRS would rule favorably or that any ruling would be issued before the Effective Date. In addition, in such case, there would still be issues with significant uncertainties, which would not be the subject of any ruling request. Thus, there can be no assurance that the IRS will not challenge the various positions the Debtors have taken, or intend to take, with respect to the tax treatment in the Plan, or that a court would not sustain such a challenge.

The Debtors currently intend to treat the Rights Offering Notes as debt for federal income tax purposes, although a final determination in this regard may not be made until Accuride files its 2010 tax returns. However, certain terms of the Rights Offering Notes and circumstances surrounding the issuance of such Notes, including voting rights, rights to certain dividends, subordination, a conversion price that may be less than the value of the New Common Stock when issued, and the issuance of the Notes to holders of the New Common Stock, create significant risk that these Notes are equity for federal income tax purposes. If the Rights Offering Notes are equity for federal income tax purposes, Accuride will not be entitled to deduct the interest paid or accrued on the Notes (which amount in a tax year will likely range from approximately $8 million (in 2010 when the Notes will be outstanding for only part of the year) to $13 million, depending on the amount of outstanding PIK Notes), while Noteholders would generally recognize dividend income, to the extent of Accuride's accumulated and current earnings and profits, with respect to cash payments and PIK interest on the Notes. In addition, a United States federal withholding tax of 30% (subject to reduction under an applicable tax treaty) may apply to such dividends with respect to Rights Offering Notes held by persons that are not United States persons for federal income tax purposes. The Internal Revenue Service may impose liability for such withholding tax (including penalties and interest) on a withholding agent (which could include Accuride) that fails to withhold the proper amounts. Each Rights Offering Participant should contact its own tax advisor as to the risk of the Rights Offering Notes being treated as equity for federal income tax purposes and the tax consequences to them in such circumstances.

Even if the Rights Offering Notes are properly characterized as debt for federal income tax purposes, Accuride will not be able to deduct the interest on the Notes if it is determined that the Notes are subject to Section 163(l) of the Internal Revenue Code of 1986, as amended. Section 163(l) will apply to the Notes if it is determined that, as of the Effective Date, there is "substantial certainty" that a "substantial amount" of the principal or interest on the Notes will be converted into New Common Stock. At this time the Debtors are unable to determine whether they will take the position that Section 163(l) does not apply to the Notes as such a determination will depend, in part, on the value of the New Common Stock when issued.

C. RISK FACTORS THAT COULD NEGATIVELY IMPACT THE DEBTORS' BUSINESS

1. Ongoing turmoil in the credit markets and the financial services industry could hinder the Debtors' ability to access capital in the future, even if the Plan is successful.

The credit markets and the financial services industry continue to experience a period of significant disruption characterized by the bankruptcy, failure, collapse or sale of various financial institutions, increased volatility in securities prices, severely diminished liquidity and credit availability and a significant level of intervention from the United States and other governments. Continued concerns about the systemic impact of potential long-term or widespread recession, energy costs, geopolitical issues, the availability and cost of credit, the global commercial and residential real estate markets and related mortgage markets and reduced consumer confidence have contributed to increased market volatility and diminished expectations for most developed and emerging economies. As a result of these market conditions, the cost and availability of credit has been and may continue to be adversely affected by illiquid credit markets and wider credit spreads. Even if the Plan is successful, continued turbulence in the United States and international markets and economies could restrict the Reorganized Debtors' ability to refinance their existing indebtedness, increase costs of borrowing, limit access to capital necessary to meet liquidity needs and materially harm the Reorganized Debtors' operations or their ability to implement their business strategy in the future.

The commercial vehicle supply industry in which the Debtors' operate has traditionally been highly competitive and cyclical, and, as a result, has experienced significant downturns in connection with, or in anticipation of, declines in general economic conditions. Additionally, higher energy costs may negatively impact customer demand for the Debtors' products. The current economic conditions have resulted in a severe downturn in the vehicle supply industry resulting in a significant decline in the Debtors' sales volume. Any continued reduction in consumer and commercial spending may drive the Debtors' and the Debtors' competitors to reduce product pricing, which would have a negative impact on gross profit. Moreover, reduced revenues as a result of a softening of the economy may also reduce the Debtors' working capital and interfere with the Debtors' short term and long term strategies.

In addition, the ongoing global financial and economic crisis could impact the Debtors' business in a number of other ways, including:

- uncertainty about current and future economic conditions may cause the Debtors' customers and consumers in general to defer purchases; and

- the inability of customers to obtain sufficient credit to finance purchases of the Debtors' products and meet their payment obligations to the Debtors' could have a material adverse effect on the Debtors' business, financial condition or results of operation.

In light of existing economic conditions, certain of the Debtors' customers may need us to extend additional credit commitments and a continuation of the current credit crisis could require the Debtors to make difficult decisions between increasing the Debtors' level of customer financing or potentially losing sales to these customers.

The Debtors currently maintain trade credit with certain of the Debtors' key suppliers and utilize such credit to purchase significant amounts of raw materials and other supplies with payment terms. As conditions in the commercial vehicle supply industry have become less favorable, key suppliers have been seeking to shorten trade

credit terms or to require cash in advance for payment. If a significant number of the Debtors' key suppliers were to shorten or eliminate the Debtors' trade credit, the Debtors' inability to finance large purchases of the Debtors' key supplies and raw materials would increase the Debtors' costs and negatively impact the Debtors' liquidity and cash flow.

Furthermore, although the Debtors do not expect to need additional financing, if circumstances change, the tightening credit markets may make it difficult for the Debtors to obtain additional financing on favorable terms, or at all. In addition, if the current pressures on credit continue or worsen, the Debtors may not be able to refinance, if necessary, on the Debtors' outstanding debt when due, which could have a material adverse effect on the Debtors' business, results of operations or financial condition.

If as a result of the risks outlined above, the Debtors' operating results falter and the Debtors' cash flow or capital resources prove inadequate, or if interest rates increase significantly, the Debtors could face liquidity problems that could have a material adverse effect on the Debtors' business, financial condition or results of operations.

2. The Debtors rely on, and make significant operational decisions based in part upon, industry data and forecasts primarily contained in industry forecast publications which may prove to be inaccurate.

The Debtors continue to operate in a challenging economic environment and the Debtors' ability to maintain liquidity and comply with the Debtors' debt covenants may be affected by economic or other conditions that are beyond the Debtors' control and which are difficult to predict. The October 9, 2009 production forecasts by ACT Publications for the significant commercial vehicle markets that the Debtors serve, are as follows:

North American Class 8	**115,209**
North American Classes 5-7	**93,124**
U.S. Trailers	**75,880**

Based on the these production builds, the Debtors expect to comply with the Debtors' debt covenants and believe that the Debtors' liquidity will be sufficient to fund currently anticipated working capital, capital expenditures, and debt service requirements for at least the next twelve months. However, if the Debtors' net sales are significantly less than expected, given the volatility and the calendarization of the production builds as well as the other markets that the Debtors serve, or due to the challenging credit markets, the Debtors could violate the Debtors' debt covenants or have insufficient liquidity. In the event of noncompliance, the Debtors would pursue an amendment or waiver. However, no assurances can be given that those forecasts will be accurate or that an amendment or waiver would be granted.

3. If deterioration of the economy continues, this could cause additional financial and operational declines, which could lead to unanticipated reductions in the Debtors' earnings and could result in future goodwill impairments.

During the first 9 months of 2009, the Debtors recorded goodwill and other intangible asset impairment charges of $0.00 and during fiscal 2008, the Debtors recorded goodwill and other intangible asset impairment charges of $277.0 million. Factors the Debtors consider important that could trigger a subsequent impairment review include significant underperformance relative to historical or projected future operating results, significant changes in the manner of the use of the Debtors' assets or the strategy for the Debtors' overall business and significant negative industry or economic trends. If current economic conditions worsen causing decreased revenues and/or increased costs, the Debtors may have further material goodwill impairments.

4. The Debtors are dependent on sales to a small number of the Debtors' major customers and on the Debtors' status as standard supplier on certain truck platforms of each of the Debtors' major customers.

Sales, including aftermarket sales, to Navistar, PACCAR, Daimler Truck North America, and Volvo/Mack constituted approximately 17.7%, 16.2%, 13.8%, and 6.9%, respectively, of the Debtors' first 9 months of 2009 net sales. No other customer accounted for more than 5% of the Debtors' net sales for this period. The loss of any significant portion of sales to any of the Debtors' major customers would likely have a material adverse effect on the Debtors' business, results of operations, or financial condition.

The Debtors are a standard supplier of various components at a majority of the Debtors' major customers, which results in recurring revenue as the Debtors' standard components are installed on most trucks ordered from that platform, unless the end user specifically requests a different product, generally at an additional charge. The selection of one of the Debtors' products as a standard component may also create a steady demand for that product in the aftermarket. The Debtors may not maintain the Debtors' current standard supplier positions in the future, and may not become the standard supplier for additional truck platforms. The loss of a significant standard supplier position or a significant number of standard supplier positions with a major customer could have a material adverse effect on the Debtors' business, results of operations, or financial condition.

The Debtors are continuing to engage in efforts intended to improve and expand the Debtors' relations with each of PACCAR, Daimler Truck North America, Navistar, and Volvo/Mack. Accordingly, on October 9, 2009, the Court approved the Debtors' motion to maintain and administer customer programs and honor their prepetition obligations arising under those customer programs [Docket No. 44]. The Debtors have supported the Debtors' position with these customers through direct and active contact with end users, trucking fleets, and dealers, and have located certain of the Debtors' marketing personnel in offices near these customers and most of the Debtors' other major customers. The Debtors may not be able to successfully maintain or improve the Debtors' customer relationships so that these customers will continue to do business with the Debtors' as they have in the past or be able to supply these customers or any of the Debtors' other customers at current levels. The loss of a significant portion of the Debtors' sales to Daimler Truck North America, PACCAR, Navistar, or Volvo/Mack could have a material adverse effect on the Debtors' business, results of operations or financial condition. In addition, the delay or cancellation of material orders from, or problems at, PACCAR, Daimler Truck North America, Navistar, or Volvo/Mack, or any of the Debtors' other major customers could have a material adverse effect on the Debtors' business, results of operations, or financial condition.

5. Increased cost or reduced supply of raw materials and purchased components may adversely affect the Debtors' business, results of operations or financial condition.

The Debtors' business is subject to the risk of price increases and fluctuations and periodic delays in the delivery of raw materials and purchased components that are beyond the Debtors' control. The Debtors' operations require substantial amounts of raw steel, aluminum, steel scrap, pig iron, electricity, coke, natural gas, sheet and formed steel, bearings, purchased components, fasteners, foam, fabrics, silicon sand, binders, sand additives, coated sand, and tube steel. Fluctuations in the price or delivery of these materials may be driven by the supply/demand relationship for material, factors particular to that material or governmental regulation for raw materials such as electricity and natural gas. In addition, if any of the Debtors' suppliers seeks bankruptcy relief or otherwise cannot continue its business as anticipated or the Debtors cannot renew the Debtors' supply contracts on favorable terms, the availability or price of raw materials could be adversely affected. Fluctuations in prices and/or availability of the raw materials or purchased components used by the Debtors, which at times may be more pronounced during periods of higher truck builds, may affect the Debtors' profitability and, as a result, have a material adverse effect on the Debtors' business, results of operations, or financial condition. In addition, as described above, a shortening or elimination of the Debtors' trade credit by the Debtors' suppliers may affect the Debtors' liquidity and cash flow and, as a result, have a material adverse effect on the Debtors' business, results of operations, or financial condition.

The Debtors use substantial amounts of raw steel and aluminum in the Debtors' production processes. Although raw steel is generally available from a number of sources, the Debtors' have obtained favorable sourcing by negotiating and entering into high-volume contracts with third parties with terms ranging from one to two years. The Debtors' obtain raw steel and aluminum from various third-party suppliers. The Debtors may not be successful

in renewing the Debtors supply contracts on favorable terms or at all. A substantial interruption in the supply of raw steel or aluminum or inability to obtain a supply of raw steel or aluminum on commercially desirable terms could have a material adverse effect on the Debtors' business, results of operations or financial condition. The Debtors are not always able, and may not be able in the future, to pass on increases in the price of raw steel or aluminum to o the Debtors' customers. In particular, when raw material prices increase rapidly or to significantly higher than normal levels, the Debtors may not be able to pass price increases through to the Debtors' customers on a timely basis, if at all, which could adversely affect the Debtors' operating margins and cash flow. Any fluctuations in the price or availability of raw steel or aluminum may have a material adverse effect on the Debtors' business, results of operations or financial condition.

Steel scrap and pig iron are also major raw materials used in the Debtors' business to produce the Debtors' wheel-end and industrial components. Steel scrap is derived from, among other sources, junked automobiles, industrial scrap, railroad cars, agricultural and heavy machinery, and demolition steel scrap from obsolete structures, containers and machines. Pig iron is a low-grade cast iron that is a product of smelting iron ore with coke and limestone in a blast furnace. The availability and price of steel scrap and pig iron are subject to market forces largely beyond the Debtors' control, including North American and international demand for steel scrap and pig iron, freight costs, speculation and foreign exchange rates. Steel scrap and pig iron availability and price may also be subject to governmental regulation. Accordingly, the Debtors at times offer their products on a fixed price basis based on forward purchase contracts, which enable the Debtors to control the risk of raw material price fluctuations. Under a forward purchase contract, the counterparty agrees to supply the Debtors with a fixed quantity of a commodity per month, for a fixed price per month, and for a fixed number of months into the future. Certain major customers of the Debtors require that the Debtors enter into forward purchase contracts for steel so that the customers can enjoy a stable price for the Debtors' products. If, however, the price of raw materials materially decrease after the price is set in the forward purchase contract and the Debtors are unable to pass on this cost to the Debtors' customers, the forward purchase contract may have a material adverse effect on the Debtors' business, results of operations or financial condition. In the absence of forward purchase contracts, however, the Debtors are not always able, and may not be able in the future, to pass on increases in the price of steel scrap and pig iron to the Debtors' customers. In particular, when raw material prices increase rapidly or to significantly higher than normal levels, the Debtors may not be able to pass price increases through to the Debtors' customers on a timely basis, if at all, which could have a material adverse effect on the Debtors' operating margins and cash flow. Any fluctuations in the price or availability of steel scrap or pig iron may have a material adverse effect on the Debtors' business, results of operations or financial condition.

6. The Debtors' business is affected by the seasonality and regulatory nature of the industries and markets that the Debtors serve.

The Debtors' operations are typically seasonal as a result of regular customer maintenance and model changeover shutdowns, which typically occur in the third and fourth quarter of each calendar year. This seasonality may result in decreased net sales and profitability during the third and fourth fiscal quarters. In addition, federal and state regulations (including engine emissions regulations, tariffs, import regulations and other taxes) may have a material adverse effect on the Debtors' business and are beyond the Debtors' control. For example, The North American truck industry experienced a significant decline in 2007 due to more stringent emissions standards that became effective in 2007.

7. Cost reduction and quality improvement initiatives by OEMs could have a material adverse effect on the Debtors' business, results of operations or financial condition.

The Debtors are primarily a components supplier to the heavy- and medium-duty truck industries, which are characterized by a small number of OEMs that are able to exert considerable pressure on components suppliers to reduce costs, improve quality and provide additional design and engineering capabilities. Given the fragmented nature of the industry, OEMs continue to demand and receive price reductions and measurable increases in quality through their use of competitive selection processes, rating programs, and various other arrangements. The Debtors may be unable to generate sufficient production cost savings in the future to offset such price reductions. OEMs may also seek to save costs by relocating production to countries with lower cost structures, which could in turn lead them to purchase components from local suppliers with lower production costs. Additionally, OEMs have generally required component suppliers to provide more design engineering input at earlier stages of the product development

process, the costs of which have, in some cases, been absorbed by the suppliers. Future price reductions, increased quality standards and additional engineering capabilities required by OEMs may reduce the Debtors' profitability and have a material adverse effect on the Debtors' business, results of operations, or financial condition.

8. The Debtors operate in highly competitive markets.

The markets in which the Debtors operate are highly competitive. The Debtors compete with a number of other manufacturers and distributors that produce and sell similar products. The Debtors' products primarily compete on the basis of price, manufacturing and distribution capability, product design, product quality, product delivery and product service. Some of the Debtors' competitors are companies, or divisions, units or subsidiaries of companies that are larger and have greater financial and other resources than the Debtors do. For these reasons, the Debtors' products may not be able to compete successfully with the products of the Debtors' competitors. In addition, the Debtors' competitors may foresee the course of market development more accurately than the Debtors do, develop products that are superior to the Debtors' products, have the ability to produce similar products at a lower cost than the Debtors can, or adapt more quickly than the Debtors do to new technologies or evolving regulatory, industry, or customer requirements. As a result, the Debtors' products may not be able to compete successfully with their products. In addition, OEMs may expand their internal production of components, shift sourcing to other suppliers, or take other actions that could reduce the market for the Debtors' products and have a negative impact on the Debtors' business. The Debtors may encounter increased competition in the future from existing competitors or new competitors. The Debtors expect these competitive pressures in the Debtors' markets to remain strong.

In addition, potential competition from foreign truck components suppliers, especially in the aftermarket, may lead to an increase in truck components imports into North America, adversely affecting the Debtors' market share and negatively affecting the Debtors' ability to compete. Foreign truck components suppliers may in the future increase their currently modest share of the markets for truck components in which the Debtors compete. Some of these foreign suppliers may be owned, controlled or subsidized by their governments, and their decisions with respect to production, sales and exports may be influenced more by political and economic policy considerations than by prevailing market conditions. In addition, foreign truck components suppliers may be subject to less restrictive regulatory and environmental regimes that could provide them with a cost advantage relative to North American suppliers. Therefore, there is a risk that some foreign suppliers may increase their sales of truck components in North American markets despite decreasing profit margins or losses. If future trade cases do not provide relief from such potential trade practices, U.S. protective trade laws are weakened or international demand for trucks and/or truck components decreases, an increase of truck component imports into the United States may occur, which could have a material adverse effect on the Debtors' business, results of operations, or financial condition.

9. The Debtors face exposure to foreign business and operational risks including foreign exchange rate fluctuations and if the Debtors were to experience a substantial fluctuation, the Debtors' profitability may change.

In the normal course of doing business, the Debtors are exposed to risks associated with changes in foreign exchange rates, particularly with respect to the Canadian dollar. From time to time, the Debtors use forward foreign exchange contracts, and other derivative instruments, to help offset the impact of the variability in exchange rates on the Debtors' operations, cash flows, assets and liabilities. At October 31, 2009, the notional amount of open foreign exchange forward contracts was $4.0 million Canadian. Factors that could further impact the risks associated with changes in foreign exchange rates include the accuracy of the Debtors' sales estimates, volatility of currency markets and the cost and availability of derivative instruments. In addition, changes in the laws or governmental policies in the countries in which the Debtors operate could affect the Debtors' business in such countries and the Debtors' results of operations.

10. The Debtors may not be able to continue to meet the Debtors' customers' demands for the Debtors' products and services.

The Debtors must continue to meet the Debtors' customers' demand for the Debtors' products and services. However, the Debtors may not be successful in doing so. If the Debtors' customers' demand for the Debtors'

products and/or services exceeds the Debtors' ability to meet that demand, the Debtors may be unable to continue to provide the Debtors' customers with the products and/or services they require to meet their business needs. Factors that could result in the Debtors' inability to meet customer demands include an unforeseen spike in demand for the Debtors' products and/or services, a failure by one or more of the Debtors' suppliers to supply us with the raw materials and other resources that the Debtors need to operate the Debtors' business effectively or poor management of the Debtors' company or one or more divisions or units of the Debtors' company, among other factors. The Debtors' ability to provide the Debtors' customers with products and services in a reliable and timely manner, in the quantity and quality desired and with a high level of customer service, may be severely diminished as a result. If this happens, the Debtors may lose some or all of the Debtors' customers to one or more of the Debtors' competitors, which would have a material adverse effect on the Debtors' business, results of operations, or financial condition.

In addition, it is important that the Debtors continue to meet the Debtors' customers' demands in the truck components industry for product innovation, improvement and enhancement, including the continued development of new-generation products, design improvements and innovations that improve the quality and efficiency of the Debtors' products. Developing product innovations for the truck components industry has been and will continue to be a significant part of the Debtors' strategy. However, such development will require us to continue to invest in research and development and sales and marketing. In the future, the Debtors may not have sufficient resources to make such necessary investments, or the Debtors may be unable to make the technological advances necessary to carry out product innovations sufficient to meet the Debtors' customers' demands. The Debtors are also subject to the risks generally associated with product development, including lack of market acceptance, delays in product development and failure of products to operate properly. The Debtors may, as a result of these factors, be unable to meaningfully focus on product innovation as a strategy and may therefore be unable to meet the Debtors' customers' demand for product innovation.

11. Equipment failures, delays in deliveries or catastrophic loss at any of the Debtors' facilities could lead to production or service curtailments or shutdowns.

The Debtors manufacture the Debtors' products at 19 facilities and provide logistical services at the Debtors' just-in-time sequencing facilities in the United States. An interruption in production or service capabilities at any of these facilities as a result of equipment failure or other reasons could result in the Debtors' inability to produce the Debtors' products, which would reduce the Debtors' net sales and earnings for the affected period. In the event of a stoppage in production at any of the Debtors' facilities, even if only temporary, or if the Debtors experience delays as a result of events that are beyond the Debtors' control, delivery times to the Debtors' customers could be severely affected. Any significant delay in deliveries to the Debtors' customers could lead to increased returns or cancellations and cause us to lose future sales. The Debtors' facilities are also subject to the risk of catastrophic loss due to unanticipated events such as fires, explosions, violent weather conditions, acts of war, terrorism, or criminal activities. The Debtors may experience plant shutdowns or periods of reduced production as a result of equipment failure, delays in deliveries or catastrophic loss, which could have a material adverse effect on the Debtors' business, results of operations or financial condition.

12. The Debtors may incur potential product liability, warranty and product recall costs.

The Debtors are subject to the risk of exposure to product liability, warranty and product recall claims in the event any of the Debtors' products results in property damage, personal injury or death, or does not conform to specifications. The Debtors may not be able to continue to maintain suitable and adequate insurance in excess of the Debtors' self-insured amounts on acceptable terms that will provide adequate protection against potential liabilities. In addition, if any of the Debtors' products proves to be defective, the Debtors may be required to participate in a recall involving such products. A successful claim brought against the Debtors in excess of available insurance coverage, if any, or a requirement to participate in any product recall, could have a material adverse effect on the Debtors' business, results of operations or financial condition

13. Work stoppages or other labor issues at the Debtors' facilities or at the Debtors' customers' facilities could have a material adverse effect on the Debtors' operations.

As of December 31, 2008, unions represented approximately 49% of the Debtors' workforce. As a result, the Debtors are subject to the risk of work stoppages and other labor relations matters. Any prolonged strike or other

work stoppage at any one of the Debtors' principal unionized facilities could have a material adverse effect on the Debtors' business, results of operations or financial condition. The Debtors have collective bargaining agreements with different unions at various facilities. These collective bargaining agreements expire at various times over the next few years, with the exception of the Debtors' union contract at the Debtors' Monterrey, Mexico facility, which expires on an annual basis. The 2009 negotiations in Monterrey were successfully completed prior to the expiration of the Debtors' union contract. In 2010, the Debtors have labor contracts expiring at the Debtors' facilities in Rockford, Illinois and Elkhart, Indiana (two separate bargaining units). Based on the consolidation of the Cuyahoga Falls operations into the Debtors' Erie plant, the Debtors will be ceasing operations performed by the collective bargaining unit at the Cuyahoga Falls facility and do not anticipate negotiating for a new contract at that location. Any failure by the Debtors to reach a new agreement upon expiration of other union contracts may have a material adverse effect on the Debtors' business, results of operations, or financial condition.

In addition, if any of the Debtors' customers experience a material work stoppage, that customer may halt or limit the purchase of the Debtors' products. This could cause us to shut down production facilities relating to these products, which could have a material adverse effect on the Debtors' business, results of operations or financial condition.

14. The Debtors are subject to a number of environmental rules and regulations that may require us to make substantial expenditures.

The Debtors' operations, facilities, and properties are subject to extensive and evolving laws and regulations pertaining to air emissions, wastewater discharges, the handling and disposal of solid and hazardous materials and wastes, the investigation and remediation of contamination, and otherwise relating to health, safety, and the protection of the environment and natural resources. As a result, the Debtors are involved from time to time in administrative or legal proceedings relating to environmental, health and safety matters, and have in the past incurred and will continue to incur capital costs and other expenditures relating to such matters. In addition to environmental laws that regulate the Debtors' subsidiaries' ongoing operations, the Debtors' subsidiaries are also subject to environmental remediation liability. Under the federal Comprehensive Environmental Response, Compensation, and Liability Act ("**CERCLA**"), and analogous state laws, the Debtors' subsidiaries may be liable as a result of the release or threatened release of hazardous materials into the environment. The Debtors' subsidiaries are currently involved in several matters relating to the investigation and/or remediation of locations where they have arranged for the disposal of foundry and other wastes. Such matters include situations in which the Debtors have been named or are believed to be Potentially Responsible Parties as defined under CERCLA or state or local laws in connection with the contamination of these sites. Additionally, environmental remediation may be required to address soil and groundwater contamination identified at certain facilities.

As of December 31, 2008, the Debtors had an environmental reserve of approximately $1.5 million, related primarily to the Debtors' foundry operations. This reserve is based on current cost estimates and does not reduce estimated expenditures to net present value, but does take into account the benefit of a contractual indemnity given to us by a prior owner of the Debtors' wheel-end subsidiary. The failure of the indemnitor to fulfill its obligations could result in future costs that may be material. Any cash expenditures required by us or the Debtors' subsidiaries to comply with applicable environmental laws and/or to pay for any remediation efforts will not be reduced or otherwise affected by the existence of the environmental reserve. The Debtors' environmental reserve may not be adequate to cover the Debtors' future costs related to the sites associated with the environmental reserve, and any additional costs may have a material adverse effect on the Debtors' business, results of operations or financial condition. The discovery of additional sites, the modification of existing or the promulgation of new laws or regulations, more vigorous enforcement by regulators, the imposition of joint and several liability under CERCLA or analogous state laws, or other unanticipated events could result in a material adverse effect.

The final Iron and Steel Foundry NESHAP was developed pursuant to Section 112(d) of the Clean Air Act and requires all major sources of hazardous air pollutants to install controls representative of maximum achievable control technology. The Debtors believe that the Debtors' foundry operations are in compliance with the applicable requirements of the Iron and Steel Foundry NESHAP. However, the imposition of liability under Iron Steel Foundry NESHAP could result in a material adverse effect.

15. The Debtors might fail to adequately protect the Debtors' intellectual property, or third parties might assert that the Debtors' technologies infringe on their intellectual property.

The protection of the Debtors' intellectual property is important to the Debtors' business. The Debtors rely on a combination of trademarks, copyrights, patents, and trade secrets to provide protection in this regard, but this protection might be inadequate. For example, the Debtors' pending or future trademark, copyright, and patent applications might not be approved or, if allowed, they might not be of sufficient strength or scope. Conversely, third parties might assert that the Debtors' technologies or other intellectual property infringe on their proprietary rights. Any intellectual property related litigation, which could result in substantial costs and diversion of the Debtors' efforts and, whether or not the Debtors are ultimately successful, the litigation could have a material adverse effect on the Debtors' business, results of operations or financial condition. Litigation against us could be costly and time consuming to defend.

The Debtors are regularly subject to legal proceedings and claims that arise in the ordinary course of business, such as workers' compensation claims, OSHA investigations, employment disputes, unfair labor practice charges, customer and supplier disputes, and product liability claims arising out of the conduct of the Debtors' business. Litigation may result in substantial costs and may divert management's attention and resources from the operation of the Debtors' business, which could have a material adverse effect on the Debtors' business, results of operations or financial condition.

16. If the Debtors fail to retain the Debtors' executive officers, the Debtors' business could be harmed.

The Debtors' success largely depends on the efforts and abilities of the Debtors' executive officers. Their skills, experience and industry contacts significantly contribute to the success of the Debtors' business and the Debtors' results of operations. The loss of any one of them could have a material adverse effect on the Debtors' business, results of operations or financial condition. The Debtors' future success and profitability will also depend, in part, upon the Debtors' continuing ability to attract and retain highly qualified personnel throughout the Debtors' company.

In addition, William Lasky, the chairman and Chief Executive Officer of Accuride, is extremely valuable to the Debtors, not only for his day-to-day efforts, but also on account of his formidable experience in the industry. Mr. Lasky is an at-will employee, and does not currently have a severance plan or a non-compete agreement. Mr. Lasky is not subject to any restrictions from competition with the Debtors and, should he choose to compete, could significantly harm the Debtors' business going forward.

17. The Debtors' products may be rendered obsolete or less attractive by changes in regulatory, legislative or industry requirements.

Changes in regulatory, legislative or industry requirements may render certain of the Debtors' products obsolete or less attractive. The Debtors' ability to anticipate changes in these requirements, especially changes in regulatory standards, will be a significant factor in the Debtors' ability to remain competitive. The Debtors may not be able to comply in the future with new regulatory, legislative and/or industrial standards that may be necessary for us to remain competitive or that certain of the Debtors' products will not, as a result, become obsolete or less attractive to the Debtors' customers.

18. The Restructured Credit Facility and the New Indenture may subject Reorganized Accuride to a number of restrictive covenants, which may restrict its business and financing activities.

The Restructured Credit Facility, the New Indenture and the terms of any future indebtedness may impose, operating and other restrictions on Reorganized Accuride. Such restrictions will affect, and in many respects limit or prohibit, among other things, Reorganized Accuride's ability to:

- incur additional debt;
- pay dividends and make distributions;

- issue stock of subsidiaries;
- make certain investments;
- repurchase stock;
- create liens;
- enter into affiliate transactions;
- enter into sale-leaseback transactions;
- merge or consolidate; and
- transfer and sell assets.

In addition, the Restructured Credit Facility may also require Reorganized Accuride on a consolidated basis to maintain compliance with specified certain minimum liquidity and EBITDA ratios. Reorganized Accuride's ability to comply with these ratios may be affected by events beyond its control.

If commercial vehicle production declines below industry forecasts or Reorganized Accuride is unable to achieve the projected results from its operations for whatever reason, Reorganized Accuride may be unable to comply with the restrictions contained in the Restructured Credit Facility and the New Indenture, and the lenders under the Restructured Credit Facility could:

- declare all borrowings outstanding, together with accrued and unpaid interest, to be immediately due and payable; or
- require Reorganized Accuride to apply all of its available cash to repay the borrowings.

If Reorganized Accuride were unable to repay or otherwise refinance these borrowings when due, the lenders under the Restructured Credit Facility could sell the collateral securing the Restructured Credit Facility, which constitutes substantially all of the Reorganized Debtors' assets.

19. Reorganized Accuride's leverage and debt service obligations could have a material adverse effect on its financial condition or its ability to fulfill its obligations and make it more difficult for Reorganized Accuride to fund its operations.

As of the Effective Date, Reorganized Accuride's total indebtedness will be approximately $450 million, after giving effect to the transactions contemplated in the Plan. Reorganized Accuride's substantial level of indebtedness could have important negative consequences to Reorganized Accuride, including that:

- Reorganized Accuride may have difficulty satisfying its obligations with respect to its indebtedness;
- Reorganized Accuride may have difficulty obtaining financing in the future for working capital, capital expenditures, acquisitions or other purposes;
- Reorganized Accuride will need to use a substantial portion of its available cash flow to pay interest and principal on its debt, which will reduce the amount of money available to finance its operations and other business activities;
- Reorganized Accuride's debt level increases its vulnerability to general economic downturns and adverse industry conditions;
- Reorganized Accuride's debt level could limit its flexibility in planning for, or reacting to, changes in their business and in its industry in general;
- Reorganized Accuride's leverage could place it at a competitive disadvantage compared to its competitors that have less debt;
- Reorganized Accuride's failure to comply with the financial and other restrictive covenants in its debt instruments which, among other things, require Reorganized Accuride to maintain certain minimum liquidity and EBITDA ratios and limit its ability to incur debt and sell assets, could result in an event of default that, if not cured or waived, could have a material adverse effect on its business or prospects; and
- Reorganized Accuride's debt level and debt service obligations could limit its flexibility in planning for, or reacting to, changes in its business and industry.

In addition, certain of Reorganized Accuride's borrowings will be at variable rates of interest, which expose Reorganized Accuride to the risk of increasing interest rates. If interest rates increase, Reorganized Accuride's debt service obligations on their variable rate indebtedness would increase even though the amount borrowed remains the same.

20. Despite Reorganized Accuride's leverage, the Reorganized Debtors will be able to incur more indebtedness. This could further exacerbate the risk immediately described above, including Reorganized Accuride's ability to service its indebtedness.

The Reorganized Debtors may be able to incur additional indebtedness in the future. Although the Restructured Credit Facility and the New Indenture will contain restrictions on the incurrence of additional indebtedness, such restrictions are subject to a number of qualifications and exceptions, and under certain circumstances indebtedness incurred in compliance with such restrictions could be substantial. For example, Reorganized Accuride may incur additional debt to, among other things, finance future acquisitions, expand through internal growth, fund working capital needs, comply with regulatory requirements, respond to competition or for general financial reasons alone. To the extent new debt is added to the Reorganized Debtors' debt levels, the risks described above would increase.

D. RISKS ASSOCIATED WITH FORWARD LOOKING STATEMENTS

1. The financial information contained herein is based on the Debtors' books and records and, unless otherwise stated, no audit was performed.

The financial information contained in this Disclosure Statement has not been audited. In preparing this Disclosure Statement, the Debtors relied on financial data derived from its books and records that was available at the time of such preparation. Although the Debtors have used their reasonable business judgment to ensure the accuracy of the financial information provided in this Disclosure Statement, and while the Debtors believe that such financial information fairly reflects the financial condition of the Debtors, the Debtors are unable to warrant or represent that the financial information contained herein and attached hereto is without inaccuracies.

2. Financial Projections and other forward looking statements are not assured, are subject to inherent uncertainty due to the numerous assumptions upon which they are based and, as a result, actual results may vary.

This Disclosure Statement contains various projections concerning the financial results of the Reorganized Debtor's operations, including the Financial Projections, that are, by their nature, forward looking, and which projections are necessarily based on certain assumptions and estimates. Should any or all of these assumptions or estimates ultimately prove to be incorrect, the actual future experiences of the Reorganized Debtors may turn out to be different from the financial projections.

Specifically, the projected financial results contained in this Disclosure Statement reflect numerous assumptions concerning the anticipated future performance of the Reorganized Debtors, some of which may not materialize, including, without limitation, assumptions concerning: (a) the timing of confirmation and Consummation of the Plan in accordance with its terms; (b) the anticipated future performance of the Reorganized Debtors, including, without limitation, the Debtors' ability to maintain or increase revenue and gross margins, control future operating expenses or make necessary capital expenditures; (c) general business and economic conditions; (d) overall industry performance and trends; (e) the Debtors' ability to maintain market strength and receive vendor support by way of favorable purchasing terms; and (f) consumer preferences continuing to support the Debtors' business plan.

DUE TO THE INHERENT UNCERTAINTIES ASSOCIATED WITH PROJECTING FINANCIAL RESULTS GENERALLY, THE PROJECTIONS CONTAINED IN THIS DISCLOSURE STATEMENT SHOULD NOT BE CONSIDERED ASSURANCES OR GUARANTEES OF THE AMOUNT OF FUNDS OR THE AMOUNT OF CLAIMS THAT MAY BE ALLOWED IN THE VARIOUS CLASSES. WHILE THE DEBTORS

BELIEVE THAT THE FINANCIAL PROJECTIONS CONTAINED IN THIS DISCLOSURE STATEMENT ARE REASONABLE, THERE CAN BE NO ASSURANCE THAT THEY WILL BE REALIZED.

E. DISCLOSURE STATEMENT DISCLAIMER

1. The information contained herein is for soliciting votes only.

The information contained in this Disclosure Statement is for purposes of soliciting votes on the Plan and may not be relied upon for any other purposes.

2. This Disclosure Statement was not approved by the Securities and Exchange Commission.

This Disclosure Statement has not been filed with the Commission or any state regulatory authority. Neither the Commission nor any state regulatory authority has passed upon the accuracy or adequacy of this Disclosure Statement, or the exhibits or the statements contained herein, and any representation to the contrary is unlawful.

3. The Debtors relied on certain exemptions from Registration Under the Securities Act.

This Disclosure Statement has been prepared pursuant to section 1125 of the Bankruptcy Code and Rule 3016(b) of the Federal Rules of Bankruptcy Procedure and is not necessarily in accordance with the requirements of federal or state securities laws or other similar laws. The offer of New Common Stock to Holders of Claims in Class 7 and Equity Interests in Class 10 have not been registered under the Securities Act or similar state securities or "blue sky" laws. To the maximum extent permitted by section 1145 of the Bankruptcy Code, the Securities Act and other applicable nonbankruptcy law, the issuance of the New Common Stock, the New Warrants, the New Notes or any shares of New Common Stock reserved for issuance under the Equity Incentive Program, will be exempt from registration under the Securities Act by virtue of section 1145 of the Bankruptcy Code, section 4(2) of the Securities Act or Rule 701 promulgated under the Securities Act.

4. This Disclosure Statement contains forward looking statements.

This Disclosure Statement contains "forward looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. Such statements consist of any statement other than a recitation of historical fact and can be identified by the use of forward looking terminology such as "may," "expect," "anticipate," "estimate" or "continue" or the negative thereof or other variations thereon or comparable terminology. The reader is cautioned that all forward looking statements are necessarily speculative and there are certain risks and uncertainties that could cause actual events or results to differ materially from those referred to in such forward looking statements. The liquidation analysis, distribution projections and other information contained herein and attached hereto are estimates only, and the timing and amount of actual distributions to Holders of Allowed Claims and Equity Interests may be affected by many factors that cannot be predicted. Therefore, any analyses, estimates or recovery projections may or may not turn out to be accurate.

5. No legal or tax advice is provided to you by this Disclosure Statement.

This Disclosure Statement is not legal or tax advice to you. The contents of this Disclosure Statement should not be construed as legal, business or tax advice, and are not personal to any person or entity. Each Holder of a Claim or an Equity Interest should consult his or her own legal counsel and accountant with regard to any legal, tax and other matters concerning his or her Claim or Equity Interest. This Disclosure Statement may not be relied upon for any purpose other than as a disclosure of certain information to determine how to vote on the Plan or object to confirmation of the Plan.

6. No admissions are made by this Disclosure Statement.

The information and statements contained in this Disclosure Statement will neither (a) constitute an admission of any fact or liability by any Entity (including, without limitation, the Debtor) nor (b) be deemed

evidence of the tax or other legal effects of the Plan on the Debtors, the Reorganized Debtors, Holders of Allowed Claims or Equity Interests or any other parties in interest.

7. No reliance should be placed on any failure to identify litigation Claims or projected objections.

No reliance should be placed on the fact that a particular litigation claim or projected objection to a particular Claim or Equity Interest is, or is not, identified in this Disclosure Statement. The Debtors or the Reorganized Debtors may seek to investigate, File and prosecute Claims and Equity Interests and may object to Claims after the confirmation Date or Effective Date of the Plan irrespective of whether the Disclosure Statement identifies such Claims or Equity Interests or objections to Claims or Equity Interests.

8. Nothing herein constitutes a waiver of any right to object to Claims or Equity Interests or recover transfers and assets.

The vote by a Holder of an Allowed Claim or Equity Interest for or against the Plan does not constitute a waiver or release of any Claims or rights of the Debtors or the Reorganized Debtors (or any party in interest, as the case may be) to object to that Holder's Allowed Claim or Equity Interest regardless of whether any Claims or Causes of Action of the Debtors or their Estate are specifically or generally identified herein.

9. The information used herein was provided by the Debtors and was relied upon by the Debtors' advisors.

Counsel to and other advisors retained by the Debtors have relied upon information provided by the Debtors in connection with the preparation of this Disclosure Statement. Although counsel to and other advisors retained by the Debtors have performed certain limited due diligence in connection with the preparation of this Disclosure Statement, they have not verified independently the information contained herein.

10. The potential exists for inaccuracies, and the Debtors have no duty to update.

The statements contained in this Disclosure Statement are made by the Debtors as of the date hereof, unless otherwise specified herein, and the delivery of this Disclosure Statement after that date does not imply that there has not been a change in the information set forth herein since that date. While the Debtors have used its reasonable business judgment to ensure the accuracy of all of the information provided in this Disclosure Statement and in the Plan, the Debtors nonetheless cannot, and do not, confirm the current accuracy of all statements appearing in this Disclosure Statement. Further, although the Debtors may subsequently update the information in this Disclosure Statement, the Debtors have no affirmative duty to do so unless ordered to do so by the Bankruptcy Court.

11. No representations made outside the Disclosure Statement are authorized.

No representations concerning or relating to the Debtors, the Chapter 11 Cases or the Plan are authorized by the Bankruptcy Court or the Bankruptcy Code, other than as set forth in this Disclosure Statement. Any representations or inducements made to secure your acceptance or rejection of the Plan that are other than as contained in, or included with, this Disclosure Statement, should not be relied upon by you in arriving at your decision. You should promptly report unauthorized representations or inducements to the counsel to the Debtors, the counsel to the Committee and the United States Trustee.

VII.
ALTERNATIVES TO CONFIRMATION AND CONSUMMATION OF THE PLAN

A. LIQUIDATION UNDER CHAPTER 7 OF THE BANKRUPTCY CODE

If no chapter 11 plan can be confirmed, the Chapter 11 Cases may be converted to cases under chapter 7 of the Bankruptcy Code in which case, a trustee would be elected or appointed to liquidate the Debtors' assets. A discussion of the effect that a chapter 7 liquidation would have on the recovery of Holders of Claims and Equity Interests is set forth in Section V.C herein, titled "Statutory Requirements for Confirmation of the Plan." In performing the liquidation analysis, the Debtors have assumed that all Holders of Claims and Equity Interests will be determined to have "claims" that are entitled to share in the proceeds from any such liquidation. The Debtors believe that liquidation under chapter 7 would result in (i) smaller or equal distributions being made to creditors and equity interests holders than those provided for in the Plan because of the additional administrative expenses involved in the appointment of a trustee and attorneys and other professionals to assist such trustee, (ii) additional expenses and claims, some of which would be entitled to priority, which would be generated during the liquidation and from the rejection of unexpired leases and executory contracts in connection with the cessation of the Debtors' operations, and (iii) the failure to realize the greater, going-concern value of all of the Debtors' assets.

B. FILING OF AN ALTERNATIVE PLAN OF REORGANIZATION

If the Plan is not confirmed, the Debtors or any other party in interest could attempt to formulate a different plan of reorganization. Such a plan might involve either a reorganization and continuation of the Debtors' business or an orderly liquidation of the Debtors' assets. During the negotiations prior to the filing of the Plan, the Debtors explored various alternatives to the Plan.

The Debtors believe that the Plan enables the Debtors to emerge from chapter 11 successfully and expeditiously, preserves its business and allows creditors to realize the highest recoveries under the circumstances. In a liquidation under chapter 11 of the Bankruptcy Code, the assets of the Debtors would be sold in an orderly fashion over a more extended period of time than in a liquidation under chapter 7, and a trustee need not be appointed. Accordingly, creditors would receive greater recoveries than in a chapter 7 liquidation. Although a chapter 11 liquidation is preferable to a chapter 7 liquidation, the Debtors believe that a liquidation under chapter 11 is a much less attractive alternative to creditors and interest holders than the Plan because the Plan provides for a greater return to creditors and interest holders.

Moreover, the prolonged continuation of the Chapter 11 Cases is likely to adversely affect the Debtors' business and operations. So long as the Chapter 11 Cases continue, senior management of the Debtors will be required to spend a significant amount of time and effort dealing with the Debtors' reorganization instead of focusing exclusively on business operations. Prolonged continuation of the Chapter 11 Cases will also make it more difficult to attract and retain management and other key personnel necessary to the success and growth of the Debtors' business. In addition, the longer the Chapter 11 Cases continue, the more likely it is that the Debtors' customers, suppliers, distributors, and agents will lose confidence in the Debtors' ability to reorganize their business successfully and will seek to establish alternative commercial relationships. Furthermore, so long as the Chapter 11 Cases continue, the Debtors will be required to incur substantial costs for professional fees and other expenses associated with the proceedings. The prolonged continuation of the Chapter 11 Cases may also require the Debtors to seek additional financing, either under the DIP Facility or otherwise, in order to service its debt and other obligations. It may not be possible for the Debtors to obtain additional financing during the pendency of the Chapter 11 Cases on commercially favorable terms or at all. If the Debtors were to require additional financing during the Chapter 11 Cases and were unable to obtain the financing on favorable terms or at all, it is unlikely the Debtors could successfully reorganize.

VIII.
EXEMPTIONS FROM SECURITIES ACT REGISTRATION

SECTION 1145 OF THE BANKRUPTCY CODE AND SECTION 4(2) OF THE SECURITIES ACT

1. Securities Issued in Reliance on Section 1145 of the Bankruptcy Code

Under the Plan, the New Common Stock will be issued to Holders of Subordinated Notes Claims and, if applicable, Holders of Accuride Other Equity Interests (other than any equity to be issued pursuant to the Equity Incentive Program) and the New Warrants will be issued, if applicable, to Holders of Accuride Other Equity Interests in reliance upon section 1145 of the Bankruptcy Code. The New Common Stock issuable upon the exercise of the New Warrants will also be securities exempted from registration under the Securities Act in reliance upon section 1145 of the Bankruptcy Code. The New Common Stock and the New Warrants described in the proceeding sentences are collectively referred to herein as the "**1145 Securities**". Section 1145 of the Bankruptcy Code provides that the securities registration requirements of federal and state securities laws do not apply to the offer or sale of stock, warrants or other securities by a debtor if: (a) the offer or sale occurs under a plan of reorganization; (b) the recipients of securities hold a claim against, an interest in or claim for administrative expense against the debtor; and (c) the securities are issued in exchange for a claim against or interest in a debtor or are reissued principally in such exchange and partly for Cash and property.

Such securities may be resold without registration under either (a) state securities or "blue sky" laws pursuant to various exemptions provided by the respective laws of the several states or (b) the Securities Act pursuant to an exemption provided by section 4(1) of the Securities Act unless the holder is an "underwriter" (as such term is defined in the Bankruptcy Code) with respect to the securities. Section 1145(b)(1) of the Bankruptcy Code defines an "underwriter" as any person who:

- purchases a claim against, an interest in, or a claim for an administrative expense against the debtor, if that purchase is with a view to distributing any security received in exchange for such a claim or interest;
- offers to sell securities offered under a plan of reorganization for the holders of those securities;
- offers to buy those securities from the holders of the securities, if the offer to buy is (a) with a view to distributing those securities and (b) under an agreement made in connection with the plan of reorganization, the completion of the plan of reorganization or with the offer or sale of securities under the plan of reorganization; or
- is an issuer with respect to the securities, as the term "issuer" is defined in the Securities Act.

The term "issuer" is defined in section 2(4) of the Securities Act; however, the reference contained in section 1145(b)(1)(D) of the Bankruptcy Code to section 2(11) of the Securities Act purports to include as statutory underwriters all persons who, directly or indirectly, through one or more intermediaries, control, are controlled by or are under common control with, an issuer of securities. "Control" (as defined in Rule 405 under the Securities Act) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise. Accordingly, an officer or director of a reorganized debtor or its successor under a plan of reorganization may be deemed to be a "control person" of such debtor or successor, particularly if the management position or directorship is coupled with ownership of a significant percentage of the reorganized debtor's or its successor's voting securities. Moreover, the legislative history of section 1145 of the Bankruptcy Code suggests that a creditor who owns ten percent (10%) or more of the securities of a reorganized debtor may be presumed to be a "control person."

2. The New Common Stock to be Issued to the Backstop Investors, the New Notes and the Underlying New Common Stock Issued Upon Conversion of the New Notes in Reliance on Section 4(2) of the Securities Act

The Debtors believe that the New Common Stock to be issued to the Backstop Investors, the Rights Offering Notes to be issued to Holders of Subordinated Notes Claims and the Backstop Investors, if any, and the New Common Stock issuable upon conversion of such Rights Offering Notes (collectively, the "**Rights Offering Securities**"), as provided under the Plan, will be exempt from the registration requirements of the Securities Act, pursuant to section 4(2) of the Securities Act, as transactions by an issuer not involving any public offering, and equivalent exemptions in state securities laws.

3. Resales of New Common Stock, New Warrants and New Notes

Resales of the Rights Offering Securities and, to the extent that persons who receive 1145 Securities are deemed to be "underwriters" (collectively, the "**Restricted Holders**"), resales by Restricted Holders of such 1145 Securities, would not be exempted by section 1145 of the Bankruptcy Code from registration under the Securities Act or other applicable law. Restricted Holders and holders of the Rights Offering Securities would, however, be permitted to sell New Common Stock, New Warrants, New Notes or other securities without registration if they are able to comply with the provisions of Rule 144 under the Securities Act, as described further below, or if such securities are registered with the Commission pursuant to the Registration Agreement or otherwise. With respect to the 1145 Securities, any person who is an "underwriter" but not an "issuer" with respect to an issue of securities is, in addition, entitled to engage in exempt "ordinary trading transactions" within the meaning of section 1145(b)(1) of the Bankruptcy Code.

4. Rule 144

Under certain circumstances, Restricted Holders and holders of the Rights Offering Securities may be entitled to resell their securities pursuant to the limited safe harbor resale provisions under Rule 144 of the Securities Act, to the extent available and in compliance with applicable state and foreign securities laws.

Generally, Rule 144 of the Securities Act provides that persons who are affiliates of an issuer who resell securities will not be deemed to be underwriters if certain conditions are met. These conditions include the requirement that current public information with respect to the issuer be available, a limitation as to the amount of securities that may be sold in any three-month period, the requirement that the securities be sold in a "brokers transaction" or in a transaction directly with a "market maker" and that notice of the resale be filed with the Commission.

Pursuant to the Plan, certificates evidencing 1145 Securities received by Restricted Holders and Rights Offering Securities will bear a legend substantially in the form below:

"THE SECURITIES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR APPLICABLE STATE SECURITIES LAWS ("STATE ACTS") AND MAY NOT BE SOLD, ASSIGNED, PLEDGED OR TRANSFERRED OR OTHERWISE DISPOSED OF UNLESS THERE IS AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR STATE ACTS COVERING SUCH SECURITIES OR THE SECURITIES ARE SOLD AND TRANSFERRED IN A TRANSACTION THAT IS EXEMPT FROM OR NOT SUBJECT TO THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS OF SUCH ACT."

WHETHER OR NOT ANY PARTICULAR PERSON WOULD BE DEEMED TO BE AN "UNDERWRITER" OF SECURITIES TO BE ISSUED PURSUANT TO THE PLAN OR AN "AFFILIATE" OF THE REORGANIZED DEBTOR WOULD DEPEND UPON VARIOUS FACTS AND CIRCUMSTANCES APPLICABLE TO THAT PERSON. ACCORDINGLY, THE DEBTOR EXPRESSES NO VIEW AS TO WHETHER ANY SUCH PERSON WOULD BE SUCH AN "UNDERWRITER" OR AN "AFFILIATE." IN VIEW OF THE COMPLEX, SUBJECTIVE NATURE OF THE QUESTION OF WHETHER A PARTICULAR PERSON MAY BE AN UNDERWRITER OR AN AFFILIATE OF THE REORGANIZED DEBTORS, THE DEBTOR MAKES NO REPRESENTATIONS CONCERNING THE

RIGHT OF ANY PERSON TO TRADE IN SECURITIES OF THE REORGANIZED DEBTORS. ACCORDINGLY, THE DEBTOR RECOMMENDS THAT POTENTIAL RECIPIENTS OF ANY SECURITIES TO BE ISSUED PURSUANT TO THE PLAN CONSULT THEIR OWN COUNSEL CONCERNING WHETHER THEY MAY FREELY TRADE SUCH SECURITIES.

IX.
CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN

A. INTRODUCTION

The following discussion summarizes certain federal income tax consequences expected to result from the consummation of the Plan. This discussion is only for general information purposes and only describes the expected tax consequences to Holders entitled to vote on the Plan. It is not a complete analysis of all potential federal income tax consequences and does not address any tax consequences arising under any state, local or foreign tax laws or federal estate or gift tax laws. This discussion is based on the Internal Revenue Code of 1986, as amended (the "**IRC**" or "**Tax Code**"), Treasury Regulations promulgated thereunder, judicial decisions, and published rulings and administrative pronouncements of the Internal Revenue Service (the "**IRS**"), all as in effect on the date of this Disclosure Statement. These authorities may change, possibly retroactively, resulting in federal income tax consequences different from those discussed below. No ruling has been or will be sought from the IRS, and no legal opinion of counsel will be rendered, with respect to the matters discussed below. There can be no assurance that the IRS will not take a contrary position regarding the federal income tax consequences resulting from the consummation of the Plan or that any contrary position would not be sustained by a court.

For purposes of this discussion, the terms "**Old Term Obligations**" and "**Old Subordinated Notes**" are used to refer to the Prepetition First Out Credit Agreement Claims and Subordinated Notes Claims, respectively, the term "**Restructured Credit Facility Notes**" is used to refer to the notes issued in connection with the Restructured Credit Facility and the term "**Old Common Stock**" is used to refer to Accuride's common stock. This discussion assumes that Holders of the Old Term Obligations, Old Subordinated Notes (collectively, the "**Old Notes**") and the Accuride Other Equity Interests have held such property as "capital assets" within the meaning of IRC Section 1221 (generally, property held for investment) and will hold the Restructured Credit Facility Notes, Rights Offering Notes (collectively, the "**New Notes**"), New Common Stock and New Warrants (collectively, "**New Equity Interests**") as capital assets. In addition, except as otherwise noted below, this discussion assumes that the Debtors' obligations under the Old Notes and New Notes will be treated as debt for federal income tax purposes.

This discussion does not address all federal income tax considerations that may be relevant to a particular Holder in light of that Holder's particular circumstances or to Holders subject to special rules under the federal income tax laws, such as financial institutions, insurance companies, brokers, dealers or traders in securities, commodities or currencies, tax-exempt organizations, tax-qualified retirement plans, partnerships and other pass-through entities, Holders subject to the alternative minimum tax, Holders holding the Old Notes, New Notes, Accuride Other Equity Interests or New Equity Interests as part of a hedge, straddle or other risk reduction strategy or as part of a conversion transaction or other integrated investment, Holders who have a functional currency other than the U.S. dollar and Holders that acquired the Old Notes or Accuride Other Equity Interests in connection with the performance of services and, except as otherwise noted below, foreign corporations, foreign trusts, foreign estates, and Holders who are not citizens or residents of the United States.

HOLDERS SHOULD CONSULT THEIR TAX ADVISORS REGARDING THE U.S. FEDERAL INCOME TAX CONSEQUENCES TO THEM OF THE CONSUMMATION OF THE PLAN AND THE OWNERSHIP AND DISPOSITION OF THE NEW NOTES AND NEW EQUITY INTERESTS RECEIVED PURSUANT TO THE PLAN, AS WELL AS ANY TAX CONSEQUENCES ARISING UNDER ANY STATE, LOCAL OR FOREIGN TAX LAWS, OR ANY OTHER FEDERAL TAX LAWS.

TO COMPLY WITH INTERNAL REVENUE SERVICE CIRCULAR 230, TAXPAYERS ARE HEREBY NOTIFIED THAT (A) ANY DISCUSSION OF U.S. FEDERAL TAX ISSUES CONTAINED OR REFERRED TO IN THIS DISCLOSURE STATEMENT (INCLUDING ANY ATTACHMENTS) IS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED, BY ANY TAXPAYER FOR THE PURPOSE OF AVOIDING PENALTIES THAT MAY BE IMPOSED ON A TAXPAYER UNDER THE INTERNAL REVENUE CODE, (B) ANY SUCH DISCUSSION IS WRITTEN IN CONNECTION WITH THE PROMOTION OR MARKETING OF THE TRANSACTIONS OR MATTERS ADDRESSED

HEREIN, AND (C) TAXPAYERS SHOULD SEEK ADVICE BASED ON THEIR PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

B. FEDERAL INCOME TAX CONSEQUENCES TO THE DEBTORS

1. Cancellation of Indebtedness and Reduction of Tax Attributes

The Debtors generally should recognize cancellation of indebtedness ("**COD**") income to the extent the sum of (a) the fair market value of any property (including New Common Stock) and (b) the issue prices of the Restructured Credit Facility Notes received by Holders is less than the sum of (x) the adjusted issue prices of the Old Notes, (y) the adjusted issue price of any other debt exchanged for property pursuant to the Plan and (z) the amount of any unpaid accrued interest on the Old Notes and such other debt (except to the extent the Debtors' payment of such interest would give rise to a tax deduction).

The Debtors currently estimate that the amount of COD income recognized upon consummation of the Plan could range from approximately $110 million to approximately $240 million; however, the ultimate amount of COD income recognized by the Debtors is uncertain because, among other things, it will depend on the fair market value of the New Common Stock and the issue price of the Restructured Credit Facility Notes on the Effective Date. Under IRC Section 108, COD income recognized by a debtor will be excluded from gross income if the discharge of debt occurs in a case brought under the Bankruptcy Code, the debtor is under the court's jurisdiction in such case and the discharge is granted by the court or is pursuant to a plan approved by the court (the "**Bankruptcy Exception**"). Because the Bankruptcy Exception will apply to the transactions consummated pursuant to the Plan, the Debtors will be entitled to exclude from gross income any COD income recognized as a result of the implementation of the Plan.

Under IRC Section 108(b), a debtor that excludes COD income from gross income under the Bankruptcy Exception generally must reduce certain tax attributes by the amount of the excluded COD income. Attributes subject to reduction include net operating losses ("**NOLs**"), NOL carryforwards and certain other losses, credits and carryforwards, and the debtor's tax basis in its assets (including stock of subsidiaries). A debtor's tax basis in its assets generally may not be reduced below the amount of liabilities remaining immediately after the discharge of indebtedness. If the debtor is a member of a consolidated group and is required to reduce its basis in the stock of another group member, a "look-through rule" requires a corresponding reduction in the tax attributes of the lower-tier member. If the amount of a debtor's excluded COD income exceeds the amount of attribute reduction resulting from the application of the foregoing rules, certain other tax attributes of the consolidated group may also be subject to reduction. NOLs for the taxable year of the discharge and NOL carryovers to such year generally are the first attributes subject to reduction. However, a debtor may elect under IRC Section 108(b)(5) (the "**Section 108(b)(5) Election**") to reduce its basis in its depreciable property first. If the debtor is a member a consolidated group, the debtor may treat stock in another group member as depreciable property for purposes of the Section 108(b)(5) Election, provided the lower-tier member consents to a corresponding reduction in its basis in its depreciable property. If a debtor makes a Section 108(b)(5) Election, the limitation on reducing the debtor's basis in its assets below the amount of its remaining liabilities does not apply. The Debtors have not yet determined whether they will make the Section 108(b)(5) Election.

For tax periods through the 2008 tax year, the Debtors have reported on their federal income tax returns approximately $75 million of consolidated NOLs and NOL carrryforwards. Approximately $26 million of these NOLs are subject to pre-existing usage limitations under IRC Section 382. The Debtors believe that for federal income tax purposes, the Debtors' consolidated group likely will generate approximately $120 million of additional NOLs in the 2009 tax year. However, the amount of the Debtors' 2009 NOLs will not be determined until the Debtors prepare their consolidated federal income tax returns for the 2009 tax year. Moreover, the Debtors' NOLs are subject to audit and possible challenge by the IRS. Accordingly, the amount of the Debtors' NOLs ultimately may vary from the amounts set forth above.

The Debtors currently anticipate that the application of IRC Section 108(b) (assuming no Section 108(b)(5) Election is made) is likely to result in a reduction of consolidated NOLs and basis in certain assets (including stock) of the Debtors. However, the ultimate effect of the attribute reduction rules is uncertain because, among other things, it will depend on the amount of COD income realized by the Debtors.

Under recently enacted Section 108(i) of the Tax Code, the Debtors may generally elect to defer COD income rather than exclude it under the Bankruptcy Exception. Deferred COD income under this rule would be included in the Debtors' income ratably over the five taxable-year period starting in 2014. This election is irrevocable. To the extent COD income is designated to be deferred under this rule, the Debtors would not be required to reduce any of their tax attributes but would have COD income includible in gross income in future years. The Debtors do not expect to make this election.

2. Section 382 Limitation on Net Operating Losses

Under IRC Section 382, if a corporation or a consolidated group of corporations with NOLs (a "**loss corporation**") undergoes an "ownership change," the loss corporation's use of its pre-change NOLs (and certain other tax attributes) generally will be subject to an annual limitation in the post-change period. In general, an "ownership change" occurs if the percentage of the value of the loss corporation's stock owned by one or more direct or indirect "five percent shareholders" increases by more than fifty percentage points over the lowest percentage of value owned by the five percent shareholders at any time during the applicable testing period (an "**Ownership Change**"). The testing period generally is the shorter of (i) the three-year period preceding the testing date or (ii) the period of time since the most recent Ownership Change of the corporation.

Subject to the special bankruptcy rules discussed below, the amount of the annual limitation on a loss corporation's use of its pre-change NOLs (and certain other tax attributes) is generally equal to the product of the applicable long-term tax-exempt rate (as published by the IRS for the month in which the Ownership Change occurs) and the value of the loss corporation's outstanding stock immediately before the Ownership Change (excluding certain capital contributions). If a loss corporation has a net unrealized built-in gain ("**NUBIG**") immediately prior to the Ownership Change, the annual limitation may be increased as certain gains are recognized during the subsequent five-year period. If a loss corporation has a net unrealized built-in loss ("**NUBIL**") immediately prior to the Ownership Change, certain losses recognized during the subsequent five-year period also would be subject to the annual limitation and thus would reduce the amount of pre-change NOLs that could used by the loss corporation during the five-year period.

A NUBIG or NUBIL is generally the difference between the fair market value of a loss corporation's assets and its tax basis in the assets, subject to a statutorily-defined threshold amount. The amount of a loss corporation's NUBIG or NUBIL must be adjusted for built-in items of income or deduction that would be attributable to a pre-change period if recognized during the five-year period beginning on the Ownership Change date (the "**Recognition Period**"). The NUBIG or NUBIL of a consolidated group generally is calculated on a consolidated basis, subject to special rules. For example, certain corporations that joined the consolidated group within the preceding five years may not be able to be taken into account in determining whether the group has a NUBIL, but would be taken into account in determining whether the group has a NUBIG.

If a loss corporation has a NUBIG immediately prior to an Ownership Change, any recognized built-in-gains ("**RBIGs**") will increase the annual limitation in the taxable year the RBIG is recognized. An RBIG generally is any gain (and certain income) with respect to an asset held at the time of the Ownership Change that is recognized in any taxable year any portion of which is within the Recognition Period. The amount of an RBIG is limited to the lesser of (i) the excess of the fair market value of the asset over its tax basis immediately prior to the Ownership Change or (ii) the NUBIG less the amount of RBIGs from prior years ending during the Recognition Period. On the other hand, if a loss corporation has a NUBIL immediately prior to an Ownership Change, any recognized built-in-losses ("**RBILs**") will be subject to the annual limitation in the same manner as pre-change NOLs. An RBIL generally is any loss (and certain deductions) with respect to an asset held at the time of the Ownership Change that is recognized in any taxable year any portion of which is within the Recognition Period. The amount of an RBIL is limited to the lesser of (i) the excess of the tax basis of the asset over its fair market value immediately prior to the Ownership Change or (ii) the NUBIL less the amount of RBILs from prior years ending during the Recognition Period.

The Debtors believe they experienced an Ownership Change on December 10, 2007 and, as a result, the Debtors' use of their consolidated NOLs and AMT NOLs (and possibly other tax attributes) attributable to the period prior to such date are subject to an annual limitation. Another Ownership Change prior to the Effective Date similarly would result in an annual limitation on the Debtor's use of their consolidated NOLs and AMT NOLs (and

possibly other tax attributes) attributable to the period prior to such date, including their NOLs (and possibly other tax attributes) attributable to period prior to the December 10, 2007 Ownership Change. When NOLs and other tax attributes are subject to more than one IRC Section 382 annual limitation, the lowest annual limitation applies. It is likely that any Ownership Change occurring prior to the Effective Date will result in all or substantially all of the Debtors' existing NOLs (and possibly other tax attributes) being unusable in periods after such Ownership Change. The Debtors expect the consummation of the Plan on the Effective Date also will result in an Ownership Change of the Debtors' consolidated group. Because the Ownership Change will occur in a case brought under the Bankruptcy Code, one of the following two special rules will apply in determining the Debtors' ability to utilize NOLs (and possibly other tax attributes) attributable to tax periods preceding the Effective Date in post-Effective Date tax periods.

Under IRC Section 382(*l*)(5), an Ownership Change in bankruptcy will not result in any annual limitation on the debtor's pre-change NOLs if the stockholders or qualified creditors of the debtor receive at least 50% of the stock (by vote and value) of the reorganized debtor in the bankruptcy reorganization as a result of being shareholders or creditors of the debtor. Instead, the debtor's pre-change NOLs are reduced by the amount of any interest deductions with respect to debt converted into stock in the bankruptcy reorganization that were allowed in the three taxable years preceding the taxable year in which the Ownership Change occurs and in the part of the taxable year prior to and including the effective date of the bankruptcy reorganization. However, if any pre-change NOLs (and certain other tax attributes) of the debtor already are subject to an annual usage limitation under IRC Section 382 at the time of an Ownership Change subject to IRC Section 382(*l*)(5), those NOLs (and certain other tax attributes) will continue to be subject to such limitation.

A qualified creditor is any creditor who has held the debt of the debtor for at least eighteen months prior to the petition date or who has held "ordinary course indebtedness" at all times since it has been outstanding. A creditor who does not become a direct or indirect five percent shareholder of the reorganized debtor generally may be treated by the debtor as having always held any debt owned immediately before the Ownership Change, unless the creditor's participation in formulating the plan of reorganization makes evident to the debtor that the creditor has not owned the debt for the requisite period.

A debtor may elect not to apply IRC Section 382(*l*)(5) to an Ownership Change that otherwise satisfies its requirements. This election must be made on the debtor's federal income tax return for the taxable year in which the Ownership Change occurs. If IRC Section 382(*l*)(5) applies to an Ownership Change (and the debtor does not elect out), any subsequent Ownership Change of the debtor within a two-year period will result in the debtor being unable to use any pre-change losses in any tax year ending after such subsequent Ownership Change to offset future taxable income. In this regard, sales or conversions of the Rights Offering Notes or exercise of the Warrants may increase the likelihood of an Ownership Change after the Effective Date.

If an Ownership Change pursuant to a bankruptcy plan does not satisfy the requirements of IRC Section 382(*l*)(5), or if a debtor elects not to apply IRC Section 382(*l*)(5), the debtor's use of its pre-change NOLs (and certain other tax attributes) will be subject to an annual limitation as determined under IRC Section 382(*l*)(6). In such case, the amount of the annual limitation generally will be equal to the product of the applicable long-term tax-exempt rate (4.16% for December 2009) and the value of the debtor's outstanding stock immediately *after* the bankruptcy reorganization, provided such value may not exceed the value of the debtor's gross assets immediately before the Ownership Change, subject to certain adjustments. As described above, depending on whether the debtor has a NUBIG or NUBIL immediately prior to the Ownership Change, the annual limitation would be increased by any RBIGs, or would also apply to any RBILs, during the Recognition Period. However, if any pre-change NOLs (and certain other tax attributes) of the debtor already are subject to an annual limitation at the time of an Ownership Change subject to IRC Section 382(*l*)(6), those NOLs (and certain other tax attributes) will be subject to the lower of the two annual limitations.

The Debtors are unable to determine at this time whether the Ownership Change expected to result from the consummation of the Plan may satisfy the requirements of IRC Section 382(*l*)(5), as such determination will depend on the extent to which Holders of the Old Subordinated Notes immediately prior to consummation of the Plan may be treated as qualified creditors for purposes of IRC Section 382(*l*)(5). If IRC Section 382(*l*)(6) applies, the Debtors' pre-change NOLs and certain other tax attributes remaining after reduction for excluded COD income will be subject to an annual limitation generally equal to the product of the long-term tax-exempt rate for the month

of the Effective Date and the value of the Debtors' outstanding stock immediately after consummation of the Plan, prior to giving effect to the NUBIG and NUBIL rules described above. At this time, the Debtors are unable to predict whether they will have a NUBIG or NUBIL that will exceed the statutorily-defined threshold amount on the Effective Date. NOLs (and certain other tax attributes) not utilized in a given year due to the annual limitation may be carried forward for use in future years until their expiration dates. To the extent the Reorganized Debtors' annual limitation exceeds the consolidated group's taxable income in a given year, the excess will increase the annual limitation in future taxable years.

3. Alternative Minimum Tax

In general, an alternative minimum tax ("**AMT**") is imposed on a corporation's alternative minimum taxable income ("AMTI") at a 20% rate to the extent such tax exceeds the corporation's regular federal income tax for the taxable year. For purposes of computing AMTI, certain tax deductions and other beneficial allowances are modified or eliminated, with further adjustments required if AMTI, determined without regard to adjusted current earnings ("**ACE**"), differs from ACE. In addition, even though a corporation otherwise might be able to offset all of its taxable income for regular tax purposes by available NOL carryforwards, only 90% of its AMTI generally may be offset by available AMT NOL carryforwards. Accordingly, for tax periods after the Effective Date, the Reorganized Debtors may have to pay AMT regardless of whether they generate non-AMT NOLs or have sufficient non-AMT NOL carryforwards to offset regular taxable income for such periods. In addition, if a corporation undergoes an Ownership Change within the meaning of IRC Section 382 and is in a NUBIL position on the date of the Ownership Change, the corporation's aggregate tax basis in its assets would be reduced for certain AMT purposes to reflect the fair market value of such assets as of the change date. A corporation that pays AMT generally is later allowed a nonrefundable credit (equal to a portion of its prior year AMT liability) against its regular federal income tax liability in future taxable years when it is no longer subject to the AMT.

4. Rights Offering Notes

The Debtors currently intend to treat the Rights Offering Notes as debt for federal income tax purposes, although a final determination in this regard may not be made until Accuride files its 2010 tax returns. However, certain terms of the Rights Offering Notes and circumstances surrounding the issuance of such Notes, including voting rights, rights to certain dividends, subordination, a conversion price that may be less than the value of the New Common Stock when issued, and the issuance of the Notes to holders of the New Common Stock, create significant risk that these Notes are equity for federal income tax purposes. If the Rights Offering Notes are equity for federal income tax purposes, Accuride will not be entitled to deduct the interest paid or accrued on the Notes (which amount in a tax year will likely range from approximately $8 million in 2010 when the Notes will be outstanding for only part of the year) to $13 million, depending on the amount of outstanding PIK Notes), while Noteholders would generally recognize dividend income, to the extent of Accuride's accumulated and current earnings and profits, with respect to cash payments and PIK interest on the Notes. In addition, a United States federal withholding tax of 30% (subject to reduction under an applicable tax treaty) may apply to such dividends with respect to Rights Offering Notes held by persons that are not United States persons for federal income tax purposes. The IRS may impose liability for such withholding tax (including penalties and interest) on a withholding agent (which could include Accuride) that fails to withhold the proper amounts.

Even if the Rights Offering Notes are properly characterized as debt for federal income tax purposes, Accuride will not be able to deduct the interest on the Notes if it is determined that the Notes are subject to Section 163(l) of the Internal Revenue Code of 1986, as amended. Section 163(l) will apply to the Notes if it is determined that, as of the Effective Date, there is "substantial certainty" that a "substantial amount" of the principal or interest on the Notes will be converted into New Common Stock. At this time the Debtors are unable to determine whether they will take the position that Section 163(l) does not apply to the Notes as such a determination will depend, in part, on the value of the New Common Stock when issued.

C. FEDERAL INCOME TAX CONSEQUENCES TO HOLDERS OF CERTAIN CLAIMS

1. Holders of Prepetition First Out Credit Agreement Claims (Class 4)

(a) Exchange of Old Term Obligations for Restructured Credit Facility Notes

Recognition of Gain or Loss. Under applicable Treasury Regulations, the significant modification of a debt instrument will result in a deemed exchange of the "old" debt instrument for a "new" debt instrument and will be a taxable event upon which gain or loss may be recognized in certain circumstances. A modification of a debt instrument is significant if the modified instrument differs materially either in kind or extent from the original debt instrument. Pursuant to the Plan, the terms of the Old Term Obligations will be amended or otherwise modified, resulting in, among other things, significant increases in the applicable interest rates. Under the change in yield test in the Treasury Regulations, the change in the interest rate on the Old Term Obligations will be considered a significant modification, and thus the exchange of Old Term Obligations for Restructured Credit Facility Notes will be a taxable event upon which gain or loss may be recognized.

The federal income tax consequences of the exchange of Old Term Obligations for Restructured Credit Facility Notes depend, in part, on whether the Old Term Obligations and Restructured Credit Facility Notes constitute "securities" for purposes of the "reorganization" provisions of the Tax Code. The test of whether a debt obligation is a security involves an overall evaluation of the nature of the obligation, with the term of the obligation usually regarded as one of the most significant factors. Debt obligations with a term of five years or less generally have not qualified as securities, whereas debt obligations with a term of ten years or more generally have qualified as securities. Another important factor in determining whether a debt obligation is a security is the extent to which the obligation is subordinated to other liabilities of the issuer. Generally, the more senior the debt obligation, the less likely it is to be a security.

Because the Restructured Credit Facility Notes do not appear to constitute securities for federal income tax purposes, the Debtors intend to take the position that the exchange of the Old Term Obligations for Restructured Credit Facility Notes constitutes a taxable exchange upon which Holders must recognize gain or loss for federal income tax purposes. Subject to the "*Other Considerations—Accrued Interest*" discussion below, the amount of gain or loss recognized by a Holder would be equal to the difference between (i) the issue price of the Restructured Credit Facility Notes (see "*Restructured Credit Facility Notes*" discussion below) and (ii) the Holder's adjusted tax basis in the Old Term Obligations exchanged therefor. Subject to the "*Other Considerations—Market Discount*" discussion below, any such gain or loss generally would be capital gain or loss, and would be long-term capital gain or loss if the Holder has held the Old Term Obligations for more than one year as of the Effective Date. A Holder's initial tax basis in the Restructured Credit Facility Notes would be equal to the debt's issue price, and its holding period would begin on the day after the Effective Date.

Holders should consult their tax advisors regarding the possibility that the Old Term Obligations and Restructured Credit Facility Notes each constitute a security and hence the exchange of such Obligations for such Notes would be treated as a reorganization in which no gain or loss would be recognized. In addition, Holders should consult their tax advisors regarding the character of any gain or loss recognized as long-term or short-term capital gain or loss, or as ordinary income or loss, as its character will be determined by a number of factors, including (but not limited to) the tax status of the Holder, whether the Old Term Obligations constitute a capital asset in the Holder's hands, whether the Old Term Obligations have been held for more than one year, whether the Old Term Obligations have bond premium or market discount, and whether and to what extent the Holder previously claimed a bad debt deduction with respect to the Old Term Obligations. Holders also should consult their tax advisors regarding the applicable tax rates and netting rules for capital gains and losses, and as to whether any resulting gain recognition may be deferred under the installment method until principal is repaid on the Restructured Credit Facility Notes. There are limitations on the deduction of capital losses by both corporate and noncorporate taxpayers.

(b) Restructured Credit Facility Notes

Interest and Original Issue Discount. Payments of stated interest on the Restructured Credit Facility Notes will constitute payments of "qualified stated interest" and generally will be taxable to Holders as ordinary income at the time the payments are received or accrued, in accordance with the holder's method of tax accounting.

The preceding discussion assumes the Restructured Credit Facility Notes will not be issued with original issue discount ("**OID**"). The Restructured Credit Facility Notes generally would be treated as issued with OID if the principal amount of the Restructured Credit Facility Notes plus all scheduled interest payments thereon, other than payments of qualified stated interest, exceeded the issue price of the notes by more than a de minimis amount. The issue price of a debt instrument issued in exchange for another debt instrument depends on whether either debt instrument is considered publicly traded for purposes of the OID rules at any time during the sixty-day period ending thirty days after the issue date. If neither debt instrument is publicly traded, the issue price of the new debt instrument will be its stated principal amount if the new debt instrument provides for adequate stated interest (*i.e.*, interest at least at the applicable federal rate as of the issue date), or will be its imputed principal amount if the instrument does not provide for adequate stated interest. If the new debt instrument is publicly traded, its issue price generally will be its trading price immediately following issuance. If the old debt instrument is publicly traded, but the new debt instrument is not, the issue price of the new debt instrument generally will be the fair market value of the old debt instrument at the time of the exchange less the fair market value of the portion of the old debt instrument allocable to any other property received in the exchange.

A debt instrument will generally be considered to be publicly traded if certain pricing information related to the instrument is generally available on a quotation medium or readily available from dealers, brokers or traders. Because the relevant trading period is generally in the future, it is impossible to predict whether the Old Term Obligations or the Restructured Credit Facility Notes will be publicly traded during the relevant period. In the event that the Old Term Obligations or the Restructured Credit Facility Notes are determined to be publicly traded, the issue price of the Restructured Credit Facility Notes will be their trading price on or around the time of issuance. In general, if the issue price of the Restructured Credit Facility Notes is less than their principal amount by more than a de minimis amount, the Restructured Credit Facility Notes would be treated as issued with OID and the rules described in the "*Rights Offering Notes*" discussion below relating to OID and the election to treat all interest as OID would apply.

Sale, Retirement or Other Taxable Disposition. A Holder of Restructured Credit Facility Notes will recognize gain or loss upon the sale, redemption, retirement or other taxable disposition of the Restructured Credit Facility Notes equal to the difference between the amount realized upon the disposition (less a portion allocable to any unpaid accrued interest and OID which generally will be taxable as ordinary income) and the Holder's adjusted tax basis in the Restructured Credit Facility Notes. Subject to the discussion below in "*Other Considerations – Market Discount*," any such gain or loss generally will be capital gain or loss (if the notes are held as a "capital asset" as discussed more fully above), and will be long-term capital gain or loss if the Holder has held the Restructured Credit Facility Notes for more than one year as of the date of disposition. Holders should consult their tax advisors regarding the applicable tax rates and netting rules for capital gains and losses. There are limitations on the deduction of capital losses by both corporate and noncorporate taxpayers.

CPDI Rules. The Debtors intend to treat the Restructured Credit Facility Notes as subject to the Treasury Regulations governing "variable rate debt instruments" (the "**VRDI Rules**"). If, however, the Restructured Credit Facility Notes are not subject to the VRDI Rules, the rules governing "contingent payment debt instruments" (the "**CPDI Rules**") may apply to the Restructured Credit Facility Notes. If the CPDI Rules apply to the Restructured Credit Facility Notes, the tax consequences of owning and disposing of such Notes may be materially different than those described above, including with respect to the character, timing, and amount of income, gain, or loss recognized. This discussion generally assumes that the CPDI Rules will not apply to the Restructured Credit Facility Notes, but there can be no assurance in this regard. Holders are urged to consult their own tax advisors with respect to the appropriate treatment of the Restructured Credit Facility Notes.

2. Holders of Prepetition Senior Subordinated Notes Claims (Class 7)

(a) Exchange of Old Subordinated Notes for New Common Stock

Recognition of Gain or Loss. The federal income tax consequences of the consummation of the Plan to Holders of Old Subordinated Notes depend, in part, on whether the Old Subordinated Notes constitute "securities" for purposes of the "reorganization" provisions of the Tax Code. As described above, the test of whether a debt obligation is a security involves an overall evaluation of the nature of the obligation, with the term of the obligation usually regarded as one of the most significant factors. Debt obligations with a term of five years or less generally have not qualified as securities, whereas debt obligations with a term of ten years or more generally have qualified as securities. Another important factor in determining whether a debt obligation is a security is the extent to which the obligation is subordinated to other liabilities of the issuer. Generally, the more senior the debt obligation, the less likely it is to be a security.

The Old Subordinated Notes should be treated as a security because the notes are unsecured subordinated obligations with an original term of ten years. Accordingly, the Debtors intend to take the position that the exchange of the Old Subordinated Notes for New Common Stock constitutes a recapitalization for federal income tax purposes. For these purposes, it appears that the receipt of the right to participate in the Rights Offering should not be considered a separate property right with independent value received in exchange for Old Subordinated Notes. As a result, subject to the "*Other Considerations—Accrued Interest*" discussion below, the Holders of Old Subordinated Notes should not recognize gain or loss upon the exchange of the Old Subordinated Notes for New Common Stock A Holder's basis in the New Common Stock should be equal to the Holder's basis in the Old Subordinated Notes exchanged therefore, and a Holder's holding period in such Stock will include the Holder's holding period in such Notes.

(b) New Common Stock

Distributions. A Holder of New Common Stock generally will be required to include in gross income as ordinary dividend income the amount of any distributions paid on the New Common Stock to the extent such distributions are paid out of the Reorganized Debtors' current or accumulated earnings and profits as determined for federal income tax purposes. Distributions not treated as dividends for federal income tax purposes will constitute a return of capital and will first be applied against and reduce a Holder's adjusted tax basis in the New Common Stock, but not below zero. Any excess amount will be treated as gain from a sale or exchange of the New Common Stock. Holders that are treated as corporations for federal income tax purposes may be entitled to a dividends received deduction with respect to distributions out of earnings and profits.

Sale or Other Taxable Disposition. A Holder of New Common Stock will recognize gain or loss upon the sale or other taxable disposition of New Common Stock equal to the difference between the amount realized upon the disposition and the Holder's adjusted tax basis in the New Common Stock. Subject to the rules discussed below in "*Other Considerations—Market Discount*" and the recapture rules under IRC Section 108(e)(7), any such gain or loss generally will be capital gain or loss, and will be long-term capital gain or loss if the Holder has held the New Common Stock for more than one year as of the date of disposition. Under the IRC Section 108(e)(7) recapture rules, a Holder may be required to treat gain recognized on the taxable disposition of the New Common Stock as ordinary income if the Holder took a bad debt deduction with respect to the Old Subordinated Notes or recognized an ordinary loss on the exchange of the Old Subordinated Notes for New Common Stock. Holders should consult their tax advisors regarding the applicable tax rates and netting rules for capital gains and losses. There are limitations on the deduction of capital losses by both corporate and noncorporate taxpayers.

3. Holders of Accuride Other Equity Interests (Class 10)

(a) Old Common Stock Exchanged for New Equity Interests or Cancelled

Recognition of Gain or Loss. Holders of Old Common Stock who receive New Common Stock and New Warrants on the Effective Date in exchange for their Old Common Stock generally should not recognize gain or loss on the exchange. A Holder's tax basis in the New Common Stock and New Warrants received should be equal to its

tax basis in the Old Common Stock exchanged therefor, allocated between the New Common Stock and New Warrants in accordance with their respective fair market values as of the Effective Date. A Holder's holding period with respect to the New Common Stock and New Warrants would include the holding period of its Old Common Stock. A Holder's tax basis and holding period in the New Common Stock and New Warrants would generally be required to be calculated separately for each block of Old Common Stock exchanged.

Worthless Stock Deduction. If the event Holders of Class 10 Claims vote to reject the Plan, the Old Common Stock will be cancelled and Holders of Old Common Stock will receive no distribution under the Plan. In such case, Holders of Old Common Stock may be entitled to claim a worthless stock deduction in an amount equal to the Holder's adjusted basis in the Old Common Stock. A worthless stock deduction is generally treated as a loss from the sale or exchange of a capital asset. Holders should consult their own tax advisers as to the appropriate tax year in which to claim a worthless stock deduction.

(b) New Common Stock

See the discussion above under "Holders of Prepetition Senior Subordinated Notes Claims (Class 7)—New Common Stock."

(c) New Warrants

A Holder of a New Warrant generally will not recognize gain or loss upon exercise. A Holder's tax basis in the New Common Stock received upon exercise of a New Warrant will be equal to the sum of the Holder's tax basis in the New Warrant and the exercise price. Generally, the Holder will commence a new holding period with respect to the New Common Stock received on the date of exercise.

In general, anti-dilution adjustments do not result in constructive distributions. However, an adjustment to the exercise price or conversion rate of the New Warrants, or the failure to make such adjustments, may, in certain circumstances, result in constructive distributions that could be taxable to the holder of the New Warrants. In such event, a Holder's tax basis in a New Warrant should generally be increased by the amount of any dividend.

Upon the lapse or disposition of a New Warrant, the Holder generally would recognize gain or loss equal to the difference between the amount received (zero in the case of a lapse) and its tax basis in the New Warrant. In general, such gain or loss would be a capital gain or loss, and would be long-term or short-term depending on the holding period of the New Warrant..

4. Rights Offering Notes

Original Issue Discount. All stated interest on the Rights Offering Notes will be treated as OID because some of the interest on the Rights Offering Notes will not be unconditionally payable in cash or property (other than debt instruments of the issuer) at least annually at a single fixed rate. As a result, a Holder of a Rights Offering Notes will in certain circumstances be required to include OID in gross income annually on a constant yield basis in advance of the receipt of cash attributable to that income, regardless of the Holder's regular method of tax accounting. However, a Holder generally will not be required to include separately in income cash payments received on the Rights Offering Notes to the extent the payments constitute payments of previously accrued OID.

The amount of OID on a Rights Offering Note will be equal to the excess of (i) the principal amount of the Rights Offering Notes due at maturity plus all scheduled interest payments thereon over (ii) the issue price of the Rights Offering Notes. The issue price for the Rights Offering Notes should be equal to their principal amount because the Notes are being purchased for cash in an amount equal to their face amount.

The amount of OID includible in gross income annually by a Holder of a Rights Offering Note will be the sum of the daily portions of OID with respect to the note for each day during the taxable year (or portion thereof) during which the Holder holds the Note. The daily portion is determined by allocating to each day of any accrual period a pro-rata portion of the OID that accrued during the period. The accrual period of a Rights Offering Note may be of any length and may vary in length over the term of the note, provided that each accrual period is no

longer than one year and each scheduled payment of principal or interest occurs either on the first or last day of an accrual period. The amount of OID allocable to any accrual period will be an amount equal to the product of the adjusted issue price of the Rights Offering Note at the beginning of the accrual period and its yield to maturity (determined on a constant yield method, compounded at the close of each accrual period and properly adjusted for the length of the accrual period). The adjusted issue price of a Rights Offering Note at the beginning of any accrual period will be the issue price of the Note *plus* the aggregate amount of accrued OID for all prior accrual periods *minus* any payments previously made on the Note. Under these rules, a Holder will have to include an increasingly greater amount of OID in income in each successive accrual period.

A Holder's tax basis in a Rights Offering Notes will be increased by the amount of OID included in the Holder's gross income and will be decreased by the amount of any payments received by the Holder with respect to the note, whether the payments are denominated as principal or interest.

In certain circumstances, the Reorganized Debtors may be obligated to pay amounts in excess of stated interest or principal on the Restructured Credit Facility Notes. Under applicable Treasury Regulations, the possibility that any such excess amounts will be paid will not affect the amount or timing of interest income a Holder recognizes if there is only a remote chance as of the date the notes are issued that such payments will be made. The Debtors believe the likelihood they will be obligated to make any such payments is remote and, therefore, do not intend to treat the potential payment of these amounts as part of the yield to maturity of the notes. The Debtors' determination that these contingencies are remote is binding on a Holder unless the Holder discloses its contrary position in the manner required by applicable Treasury Regulations. The Debtors' determination, however, is not binding on the IRS. If the IRS were to challenge this determination, a Holder might be required to accrue income on its Restructured Credit Facility Notes in excess of stated interest, and to treat as ordinary income, rather than capital gain, any income realized on the taxable disposition of a note before the resolution of the contingencies. If any such amounts are in fact paid, Holders will be required to recognize such amounts as income.

Backstop Commitment Fee. The tax treatment of the Backstop Commitment Fee is not free from doubt. The Debtors intend to take the position that the Backstop Commitment Fee is taxable to the recipients of the fee as ordinary income.

Constructive Distributions. The conversion rate of the Rights Offering Notes will be adjusted in certain circumstances. Adjustments (or failures to make adjustments) that have the effect of increasing a Holder's proportionate interest in the Debtors' assets or earnings may in some circumstances result in a deemed distribution to a Holder for federal income tax purposes even though the Holder has not received any cash or property as a result of such adjustments. Adjustments to the conversion rate made pursuant to a bona fide reasonable adjustment formula that has the effect of preventing the dilution of the interest of the Holders of the Rights Offering Notes, however, will generally not be considered to result in a deemed distribution to a Holder. Any deemed distributions should be taxable as a dividend, return of capital, or capital gain as described in "*Holders of Prepetition Senior Subordinated Notes Claims (Class 7)—New Common Stock—Distributions*" above. It is not clear whether a constructive dividend deemed paid to a noncorporate Holder would be eligible for the preferential rates of federal income tax currently applicable in respect of certain dividends received. It is also unclear whether corporate Holders would be entitled to claim the dividends received deduction with respect to any such constructive dividends. Because a constructive dividend deemed received by a Holder would not give rise to any cash from which any applicable withholding could be satisfied, if we pay backup withholding on behalf of a Holder (because such Holder failed to establish an exemption from backup withholding), we may, at our option, set off any such payment against payments of cash and New Common Stock payable on the Rights Offering Notes (or, in certain circumstances, against any payments on the New Common Stock).

Conversion. Because the Rights Offering Notes should qualify as securities for federal income tax purposes, a conversion should be treated as a recapitalization in which no gain or loss would be recognized, assuming only New Common Stock is received on conversion. The tax basis of the shares of common stock received upon such a conversion should generally equal the tax basis of the note that was converted, and a Holder's holding period for shares of New Common Stock should include the period during which the Holder held the Rights Offering Notes. Holders should consult their own tax advisers as to the tax consequences of receiving or failing to receive New Common Stock in exchange for accrued OID and the tax consequences relating to fractional shares of New Common Stock, if any, deemed received or disposed of in connection with a conversion.

Sale, Retirement or Other Taxable Disposition. A Holder of Rights Offering Notes will recognize gain or loss upon the sale, redemption, retirement or other taxable disposition of the Rights Offering Notes equal to the difference between the amount realized upon the disposition (less a portion allocable to any accrued OID that has not yet been included in income by the Holder, which generally will be taxable as ordinary income) and the Holder's adjusted tax basis in the Rights Offering Notes. Any such gain or loss generally will be capital gain or loss, and will be long-term capital gain or loss if the Holder has held the Rights Offering Notes for more than one year as of the date of disposition. Holders should consult their tax advisors regarding the applicable tax rates and netting rules for capital gains and losses. There are limitations on the deduction of capital losses by both corporate and noncorporate taxpayers.

Risk of Equity Treatment. The Debtors currently intend to treat the Rights Offering Notes as debt for federal income tax purposes, although a final determination in this regard may not be made until Accuride files its 2010 tax returns. However, certain terms of the Rights Offering Notes and circumstances surrounding the issuance of such Notes, including voting rights, rights to certain dividends, subordination, a conversion price that may be less than the value of the New Common Stock when issued, and the issuance of the Notes to holders of the New Common Stock, create significant risk that these Notes are equity for federal income tax purposes. If the Rights Offering Notes are equity for federal income tax purposes, Holders of the Rights Offering Notes would generally recognize dividend income, to the extent of Accuride's accumulated and current earnings and profits, with respect to cash payments and PIK interest on the Notes. In addition, a United States federal withholding tax of 30% (subject to reduction under an applicable tax treaty) may apply to such dividends with respect to Rights Offering Notes held by persons that are not United States persons for federal income tax purposes. See "Holders of Prepetition Senior Subordinated Notes Claims (Class 7)—New Common Stock," for additional tax consequences to a Holder in the event the Rights Offering Notes are treated as equity. Each Rights Offering Participant should contact its own tax advisor as to the risk of the Rights Offering Notes being treated as equity for federal income tax purposes and the tax consequences to them in such circumstances.

5. Other Considerations

Accrued Interest. To the extent a Holder of Old Notes receives consideration that is attributable to unpaid accrued interest on the notes, the Holder may be required to treat such consideration as a payment of interest. There is general uncertainty regarding the extent to which the receipt of cash or other property should be treated as attributable to unpaid accrued interest. The Reorganized Debtors intend to take the position, and the Plan provides, that cash or property distributed pursuant to the Plan will first be allocable to the principal amount of a Holder's Claim and then, to the extent necessary, to any unpaid accrued interest thereon. The IRS, however, could take a contrary position.

To the extent any property received pursuant to the Plan is considered attributable to unpaid accrued interest, a Holder will recognize ordinary income to the extent the value of the property exceeds the amount of unpaid accrued interest previously included in gross income by the Holder. A Holder's tax basis in such property should be equal to the amount of interest income treated as satisfied by the receipt of the property, and its holding period in the property should begin on the day after the Effective Date. A Holder generally will be entitled to recognize a loss to the extent any accrued interest previously included in its gross income is not paid in full. HOLDERS SHOULD CONSULT THEIR TAX ADVISORS REGARDING THE EXTENT TO WHICH CONSIDERATION RECEIVED UNDER THE PLAN SHOULD BE TREATED AS ATTRIBUTABLE TO UNPAID ACCRUED INTEREST.

Market Discount. A Holder will be considered to have acquired an Old Note at a market discount if its tax basis in the note immediately after acquisition is less than the sum of all amounts payable thereon (other than payments of qualified stated interest) after the acquisition date, subject to a statutorily-defined *de minimis* exception. Market discount generally accrues on a straight line basis from the acquisition date over the remaining term of the obligation or, at the Holder's election, under a constant yield method. A Holder that acquired an Old Note at a market discount previously may have elected to include the market discount in income as it accrued over the term of the note.

A holder that acquires a debt instrument at a market discount generally is required to treat any gain realized on the disposition of the instrument as ordinary income to the extent of accrued market discount not previously

included in gross income by the holder. However, special rules apply to the disposition of a market discount obligation in certain types of non-recognition transactions, such as a recapitalization. Under these rules, a Holder that acquired an Old Subordinated Note at a market discount generally should not be required to recognize any accrued market discount as income at the time of the exchange of Old Subordinated Notes for New Common Stock. Rather, on a subsequent taxable disposition of the New Common Stock received in the exchange, any gain realized by the Holder on a disposition of the Stock will be ordinary income to extent of the market discount accrued on the Old Subordinated Note prior to the exchange.

Amortizable Bond Premium. If a Holder's initial tax basis in an Old Subordinated Note was greater than the sum of all amounts payable on the Note (other than payments of qualified stated interest) after the acquisition date, the Holder generally will be considered to have acquired the Note with amortizable bond premium. A Holder that acquired an Old Subordinated Note at a premium previously may have elected to amortize the premium over the term of the Note. A Holder that elected to amortize bond premium on an Old Subordinated Note should have reduced its tax basis in the Note by the amount of amortized bond premium used to offset interest income and may, in certain circumstances, be entitled to a deduction for any unamortized bond premium in the taxable year of the exchange.

6. Information Reporting and Backup Withholding

The Reorganized Debtors (or their paying agent) may be obligated to furnish information to the IRS regarding the consideration received by Holders (other than corporations and other exempt Holders) pursuant to the Plan. In addition, the Reorganized Debtors will be required to report annually to the IRS with respect to each Holder (other than corporations and other exempt Holders) the amount of interest paid and OID accrued on the New Notes, the amount of dividends paid on the New Common Stock, and the amount of any tax withheld from payment thereof.

Holders may be subject to backup withholding (currently, at a rate of 28%) on the consideration received pursuant to the Plan. Backup withholding may also apply to interest, OID and principal payments on the New Notes, dividends paid on the New Common Stock and proceeds received upon sale or other disposition of the New Notes or New Common Stock. Certain Holders (including corporations) generally are not subject to backup withholding. A Holder that is not otherwise exempt generally may avoid backup withholding by furnishing to the Reorganized Debtors (or their paying agent) its taxpayer identification number and certifying, under penalties of perjury, that the taxpayer identification number provided is correct and that the Holder has not been notified by the IRS that it is subject to backup withholding.

Backup withholding is not an additional tax. Taxpayers may use amounts withheld as a credit against their federal income tax liability or may claim a refund of any excess amounts withheld by timely filing an appropriate claim for refund with the IRS.

THE FOREGOING DISCUSSION OF FEDERAL INCOME TAX CONSIDERATIONS IS FOR GENERAL INFORMATION PURPOSES ONLY AND IS NOT TAX ADVICE. EACH HOLDER SHOULD CONSULT ITS OWN TAX ADVISOR REGARDING THE FEDERAL, STATE, LOCAL AND FOREIGN TAX CONSEQUENCES OF THE PLAN DESCRIBED HEREIN. NEITHER THE PROPONENTS NOR THEIR PROFESSIONALS WILL HAVE ANY LIABILITY TO ANY PERSON OR HOLDER ARISING FROM OR RELATED TO THE FEDERAL, STATE, LOCAL AND FOREIGN TAX CONSEQUENCES OF THE PLAN OR THE FOREGOING DISCUSSION.

RECOMMENDATION

In the opinion of the Debtors, the Plan is preferable to the alternatives described in this Disclosure Statement because it provides for a larger distribution to the Debtors' creditors and interest holders than would otherwise result in a liquidation under chapter 7 of the Bankruptcy Code. In addition, any alternative other than confirmation of the Plan could result in extensive delays and increased administrative expenses resulting in smaller distributions to Holders of Allowed Claims and Allowed Equity Interests than that which is proposed under the Plan. Accordingly, the Debtors recommend that Holders of Claims and Equity Interests entitled to vote on the Plan support confirmation of the Plan and vote to accept the Plan.

Respectfully submitted,

/s/ James H. Woodward, Jr.

Accuride Corporation, on behalf of itself and its direct and indirect subsidiaries listed below

By: James H. Woodward, Jr.

Title: Interim Senior Vice President of Finance and Chief Financial Officer of Accuride Corporation

Dated: December 18, 2009

Accuride Cuyahoga Falls, Inc., a Delaware corporation
Accuride Distributing, LLC, a Delaware limited liability company
Accuride EMI, LLC, a Delaware limited liability company
Accuride Erie L.P., a Delaware limited partnership
Accuride Henderson Limited Liability Company, a Delaware limited liability company
AKW General Partner L.L.C., a Delaware limited liability company
AOT Inc., a Delaware corporation
Bostrom Holdings, Inc., a Delaware corporation
Bostrom Seating, Inc., a Delaware corporation
Bostrom Specialty Seating, Inc., a Delaware corporation
Brillion Iron Works, Inc., a Delaware corporation
Erie Land Holding, Inc., a Delaware corporation
Fabco Automotive Corporation, a Delaware corporation
Gunite Corporation, a Delaware corporation
Imperial Group Holding Corp. -1, a Delaware corporation
Imperial Group Holding Corp. -2, a Delaware corporation
Imperial Group, L.P., a Delaware limited partnership
JAII Management Company, a Delaware corporation
Transportation Technologies Industries, Inc., a Delaware corporation
Truck Components Inc., a Delaware corporation

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SCHEDULE 1

The Debtors

The Debtors, along with the last four digits of each Debtor's federal tax identification number, are: Accuride Corporation, a Delaware corporation (9077); Accuride Cuyahoga Falls, Inc., a Delaware corporation (9556); Accuride Distributing, LLC, a Delaware limited liability company (3124); Accuride EMI, LLC, a Delaware limited liability company (N/A); Accuride Erie L.P., a Delaware limited partnership (4862); Accuride Henderson Limited Liability Company, a Delaware limited liability company (8596); AKW General Partner L.L.C., a Delaware limited liability company (4861); AOT Inc., a Delaware corporation (3088); Bostrom Holdings, Inc., a Delaware corporation (9282); Bostrom Seating, Inc., a Delaware corporation (7179); Bostrom Specialty Seating, Inc., a Delaware corporation (4182); Brillion Iron Works, Inc., a Delaware corporation (6942); Erie Land Holding, Inc., a Delaware corporation (8018); Fabco Automotive Corporation, a Delaware corporation (9802); Gunite Corporation, a Delaware corporation (9803); Imperial Group Holding Corp. -1, a Delaware corporation (4007); Imperial Group Holding Corp. -2, a Delaware corporation (4009); Imperial Group, L.P., a Delaware limited partnership (4012); JAII Management Company, a Delaware corporation (N/A); Transportation Technologies Industries, Inc., a Delaware corporation (2791); and Truck Components Inc., a Delaware corporation (5407).

EXHIBIT A

Plan of Reorganization

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	**Chapter 11**
ACCURIDE CORPORATION, et al.,[1]	)	**Case No. 09-13449 (BLS)**
Debtors.	)	

THIRD AMENDED JOINT PLAN OF REORGANIZATION FOR ACCURIDE CORPORATION, et al.

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Dated: December 18, 2009

[1] The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: Accuride Corporation, a Delaware corporation (9077); Accuride Cuyahoga Falls, Inc., a Delaware corporation (9556); Accuride Distributing, LLC, a Delaware limited liability company (3124); Accuride EMI, LLC, a Delaware limited liability company (N/A); Accuride Erie L.P., a Delaware limited partnership (4862); Accuride Henderson Limited Liability Company, a Delaware limited liability company (8596); AKW General Partner L.L.C., a Delaware limited liability company (4861); AOT Inc., a Delaware corporation (3088); Bostrom Holdings, Inc., a Delaware corporation (9282); Bostrom Seating, Inc., a Delaware corporation (7179); Bostrom Specialty Seating, Inc., a Delaware corporation (4182); Brillion Iron Works, Inc., a Delaware corporation (6942); Erie Land Holding, Inc., a Delaware corporation (8018); Fabco Automotive Corporation, a Delaware corporation (9802); Gunite Corporation, a Delaware corporation (9803); Imperial Group Holding Corp. -1, a Delaware corporation (4007); Imperial Group Holding Corp. -2, a Delaware corporation (4009); Imperial Group, L.P., a Delaware limited partnership (4012); JAII Management Company, a Delaware corporation (N/A); Transportation Technologies Industries, Inc., a Delaware corporation (2791); and Truck Components Inc., a Delaware corporation (5407). The mailing address for Accuride Corporation is 7140 Office Circle, Evansville, Indiana 47715.

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PLAN SCHEDULES

Plan Schedule 1	List of Debtors
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THIRD AMENDED JOINT PLAN OF REORGANIZATION FOR ACCURIDE CORPORATION, et al.

Accuride Corporation, a Delaware corporation ("**Accuride**"), and each of the other debtors and debtors-in-possession listed on Plan Schedule 1 hereto, propose the following first amended joint plan of reorganization (the "**Plan**") for the resolution of the outstanding Claims (as defined below) against, and Equity Interests (as defined below) in, the Debtors (defined below). The Debtors are the proponents of this Plan within the meaning of section 1129 of the Bankruptcy Code (as defined below). Reference is made to the Disclosure Statement (as such term is defined herein and distributed contemporaneously herewith) for a discussion of the Debtors' history, business, results of operations, historical financial information, accomplishments during the Chapter 11 Cases (as defined below), projections and properties, and for a summary and analysis of this Plan and the treatment provided for herein. There also are other agreements and documents, which are or will be filed with the Bankruptcy Court (as defined below), that are referenced in this Plan, the Plan Supplement or the Disclosure Statement as Exhibits and Plan Schedules. All such Exhibits and Plan Schedules are incorporated into and are a part of this Plan as if set forth in full herein. Subject to certain restrictions and requirements set forth in 11 U.S.C. § 1127 and Fed. R. Bankr. P. 3019, the Debtors reserve the right to alter, amend, modify, revoke or withdraw this Plan prior to its substantial consummation.

The Plan is premised on the substantive consolidation of the Debtors with respect to the voting and treatment of all Claims and Equity Interests other than Other Secured Claims and Secured Tax Claims, as provided below. The Plan does not contemplate substantive consolidation of the Debtors with respect to Other Secured Claims and Secured Tax Claims, which claims shall apply separately with respect to each Plan proposed by each Debtor. If the Plan cannot be confirmed as to some or all of the Debtors, (a) in the Debtors' sole discretion, the Plan may be revoked as to all of the Debtors, or (b) the Debtors may revoke the Plan as to any Debtor not satisfying the cramdown requirements of Section 1129(b)(7) of the Bankruptcy Code (and any such Debtor's Chapter 11 Case may be converted to a chapter 7 liquidation, continued or dismissed in the Debtors' sole discretion) and confirm the Plan as to the remaining Debtors.

ARTICLE I.

RULES OF INTERPRETATION, COMPUTATION OF TIME, GOVERNING LAW AND DEFINED TERMS

A. Rules of Interpretation, Computation of Time and Governing Law

For purposes herein: (a) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, feminine and the neuter gender; (b) any reference herein to a contract, lease, instrument, release, indenture or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions; (c) any reference herein to an existing document or exhibit having been Filed or to be Filed shall mean that document or exhibit, as it may thereafter be amended, modified or supplemented; (d) unless otherwise specified, all references herein to "Articles", "Sections",

"Exhibits" and "Plan Schedules" are references to Articles, Sections, Exhibits and Plan Schedules hereof or hereto; (e) unless otherwise stated, the words ''herein,'' "hereof," "hereunder" and ''hereto'' refer to this Plan in its entirety rather than to a particular portion of this Plan; (f) captions and headings to Articles and Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation hereof; (g) any reference to an Entity as a Holder of a Claim or Equity Interest includes such Entity's successors and assigns; (h) the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; and (i) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be. The provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein.

B. Defined Terms

Unless the context otherwise requires, the following terms shall have the following meanings when used in capitalized form herein:

1. "*Accrued Professional Compensation*" means, with respect to a particular Professional, an Administrative Claim of such Professional for compensation for services rendered or reimbursement of costs, expenses or other charges incurred after the Petition Date and prior to and including the Effective Date (including, without limitation, expenses of the members of the Committee incurred as members of the Committee in discharge of their duties as such).

2. *"Accuride"* means, Accuride Corporation, a Delaware corporation.

3. *"Accuride Canada"* means, Accuride Canada Inc., a corporation existing under the law of the Province of Ontario.

4. *"Accuride Other Equity Interests"* means all Equity Interests in Accuride other than the Accuride Preferred Equity Interests.

5. *"Accuride Preferred Equity Interests"* means the Equity Interests in Accuride evidenced by the Accuride Series A Preferred Stock, par value $0.01 per share.

6. "*Ad Hoc Noteholders Group"* means that certain ad hoc group of Holders of the Subordinated Notes as of the Petition Date, whose membership consists of Blackrock Financial Management, Inc., Brigade Capital Management, LLC, Canyon Capital Advisors LLC, Principal Global Investors LLC, Sankaty Advisors, LLC and Tinicum Incorporated (or their respective affiliates).

7. "*Ad Hoc Noteholders Group Fees and Expenses"* means all unpaid reasonable and documented fees and out-of-pocket expenses of the Ad Hoc Noteholders Group incurred in connection with the Chapter 11 Cases, including, but not limited to, the reasonable and documented fees and out-of-pocket expenses of the Ad Hoc Noteholders Group Professionals, the Backstop Fee, the Transaction Fees and fees and expenses included within the DIP Facility Claim.

8. "*Ad Hoc Noteholders Group Professionals*" means, collectively, Milbank, Tweed, Hadley & McCloy LLP, Rothschild Inc. and Pachulski Stang Ziehl & Jones.

9. "*Administrative Claim*" means a Claim for costs and expenses of administration of the Chapter 11 Cases that is Allowed under section 503(b), 507(b), or 1114(e)(2) of the Bankruptcy Code, including, without limitation: (a) any actual and necessary costs and expenses incurred after the Petition Date of preserving the Estates and operating the businesses of the Debtors (such as wages, salaries, and commissions for services and payments for inventory, leased equipment, and leased premises); (b) Accrued Professional Compensation and any other compensation for legal, financial, advisory, accounting, and other services and reimbursement of expenses Allowed by the Bankruptcy Court under section 327, 328, 330, 331, 363, or 503(b) of the Bankruptcy Code to the extent incurred prior to the Effective Date; (c) all fees and charges assessed against the Estates under section 1930, chapter 123, of title 28, United States Code; (d) the DIP Facility Claims, including, without limitation, the fees and expenses of the DIP Agent and the DIP Lenders, including their respective professional and advisory fees and expenses; (e) the Allowed Indenture Trustee Fees; (f) the Backstop Fee and (g) the Ad Hoc Noteholders Group Fees and Expenses.

10. "*Administrative Claims Bar Date*" means the Business Day which is sixty (60) days after the Effective Date or such other date as approved by order of the Bankruptcy Court.

11. "*Administrative, Collateral and Other Agents*" means, in its respective capacities as such, Deutsche Bank Trust Company Americas, the administrative agent and collateral agent for or under the DIP Facility and the Prepetition Credit Facility and, in their respective capacities as such, each other agent, arranger and bookrunner under the DIP Facility and the Prepetition Credit Facility, and, in each case, each of their respective successors.

12. "*Affiliate*" means an "affiliate" as defined in section 101(2) of the Bankruptcy Code.

13. "*Allowed*" means, with respect to any Claim or Equity Interest, except as otherwise provided herein, any of the following: (a) a Claim or Equity Interest that has been scheduled by the Debtors in their Schedules as other than disputed, contingent or unliquidated and as to which (i) the Debtors or any other party in interest have not filed an objection by the date set forth in the Disclosure Statement Order and (ii) no contrary Proof of Claim has been filed; (b) a Claim or Equity Interest or any portion thereof that either is not a Disputed Claim or Equity Interest or has been allowed by a Final Order; (c) a Claim that is allowed: (i) in any stipulation with the Debtors of the amount and nature of such Claim executed prior to the Confirmation Date and approved by the Bankruptcy Court; (ii) in any stipulation with the Debtors of the amount and nature of such Claim executed on or after the Confirmation Date and, to the extent necessary, approved by the Bankruptcy Court; or (iii) in any contract, instrument, indenture or other agreement entered into or assumed in connection with the Plan; (d) a Claim relating to a rejected executory contract or unexpired lease that (i) is not a Disputed Claim or (ii) has been allowed by a Final Order; or (f) a Claim or Equity Interest that is allowed pursuant to the terms of the Plan.

14. "*Allowed _____ Claim or Equity Interest*" means an Allowed Claim or Equity Interest of the type described.

15. "*Amended Organizational Documents*" means the amended and restated certificate of incorporation and by-laws or other applicable organizational documents of the Reorganized Debtors in substantially the form attached to this Plan as Exhibits A1-A36 or Filed with the Plan Supplement.

16. "*Avoidance Actions*" means any and all avoidance, recovery, subordination or other actions or remedies that may be brought by and on behalf of the Debtors or their Estates under the Bankruptcy Code or applicable non-bankruptcy law, including, without limitation, actions or remedies arising under sections 502, 510 or 542-553 of the Bankruptcy Code.

17. "*Backstop Commitment*" means the agreement by each Backstop Investor pursuant to the Backstop Commitment Agreement to purchase its Backstop Proportion of all of the Rights Offering Notes that are not purchased by the Rights Offering Participants as part of the Rights Offering.

18. "*Backstop Commitment Agreement*" means the Convertible Notes Commitment Agreement dated as of October 7, 2009 attached to this Plan as Exhibit B.

19. "*Backstop Commitment Agreement Assumption Order*" means that certain *Order Authorizing the Debtors to (I) Assume the Convertible Notes Commitment Agreement and (II) Pay and Reimburse Certain Fees and Expenses Incurred in Connection Therewith, including, without Limitation, the Backstop Fee, Transaction Expenses and Termination Fee*, entered by the Bankruptcy Court on November 2, 2009, [Docket No. 167], as such order may be amended from time to time.

20. "*Backstop Fee*" means collectively, (a) the "Stock Backstop Fee" as defined in Section 2 of the Backstop Commitment Agreement in the amount of 4% of all of the outstanding New Common Stock on the Effective Date (taking into account assumed conversion of the New Notes, but subject to dilution as a result of (i) the exercise of the New Warrants and (ii) the Equity Incentive Program) and (b) the "Cash Backstop Fee" as defined in Section 2 of the Backstop Commitment Agreement in the amount of $5.6 million, which shall be released to the Backstop Investors (A) upon the issuance of the New Notes on the Effective Date, in the form of shares of New Common Stock representing 4% of all of the outstanding New Common Stock on the Effective Date (taking into account assumed conversion of the New Notes, but subject to dilution as a result of (i) the exercise of the New Warrants and (ii) the Equity Incentive Program) or (B) in the form of a superpriority Administrative Claim if the Backstop Commitment Agreement is terminated as set forth in the Backstop Commitment Agreement and/or the Backstop Commitment Agreement Assumption Order or if the New Notes are not issued on the Effective Date. For the avoidance of doubt, based on the foregoing calculations, (a) if Class 7 and Class 10 vote to accept the Plan, the Backstop Fee will be paid in an aggregate of 25,000,000 shares of New Common Stock on the Effective Date, assuming the entire Backstop Fee is paid in New Common Stock and (b) if Class 10 votes to reject the Plan, the Backstop Fee will be paid in an aggregate of 24,500,000 shares of New Common Stock on the Effective Date, assuming the entire Backstop Fee is paid in New Common Stock.

21. "*Backstop Investors*" means those certain parties signatories to the Backstop Commitment Agreement, which parties are Blackrock Financial Management, Inc., Brigade Capital Management, LLC, Sankaty Advisors, LLC and Tinicum Lantern L.L.C, or their respective affiliates.

22. "*Backstop Proportion*" means the portion of the Backstop Commitment committed to by each Backstop Investor as set forth on Schedule A to the Backstop Commitment Agreement.

23. *"Backstop Transaction Expenses"* means the "Transaction Expenses" as defined in Section 2(c) of the Backstop Commitment Agreement.

24. *"Ballots"* means the ballots accompanying the Disclosure Statement upon which certain Holders of Impaired Claims (modified, as necessary, based on voting party in accordance with the Disclosure Statement Order) entitled to vote shall, among other things, indicate their acceptance or rejection of this Plan, which includes the Master Ballots and Beneficial Holder Ballots, which were approved by the Disclosure Statement Order.

25. *"Bankruptcy Code"* means Title 11 of the United States Code, 11 U.S.C. §§ 101-1532, as amended from time to time and as applicable to the Chapter 11 Cases.

26. *"Bankruptcy Court"* means the United States Bankruptcy Court for the District of Delaware, or any other court having jurisdiction over the Chapter 11 Cases.

27. "*Bankruptcy Rules*" means the Federal Rules of Bankruptcy Procedure and the Local Rules of the Bankruptcy Court, in each case as amended from time to time and as applicable to the Chapter 11 Cases.

28. *"Beneficial Holder"* means, as of the applicable date of determination, a beneficial owner of the Subordinated Notes or Equity Interests as reflected in the records maintained by the Registered Record Owner or Intermediary Record Owner, as applicable.

29. *"Beneficial Holder Ballots"* means the ballots accompanying the Disclosure Statement upon which Beneficial Holders of Class 7 Subordinated Note Claims and Class 10 Accuride Other Equity Interests entitled to vote shall, among other things, indicate their acceptance or rejection of the Plan in accordance with the Plan and the procedures governing the solicitation process.

30. "*Business Day*" means any day, other than a Saturday, Sunday or "legal holiday" (as defined in Bankruptcy Rule 9006(a)).

31. "*Cash*" means the legal tender of the United States of America or the equivalent thereof.

32. "*Cash Backstop Fee*" shall have the meaning ascribed to it in the Backstop Commitment Agreement.

33. "*Causes of Action*" means any claims, causes of action (including Avoidance Actions), demands, actions, suits, obligations, liabilities, cross-claims, counter-claims, offsets, or setoffs of any kind or character whatsoever, in each case whether known or unknown, contingent or non-contingent, matured or unmatured, suspected or unsuspected, foreseen or unforeseen, direct or indirect, choate or inchoate, existing or hereafter arising, in contract, in tort, in law, or in equity, or pursuant to any other theory of law, whether asserted or assertable directly or derivatively in law or equity or otherwise by way of claim, counterclaim, cross-claim, third party action, action for indemnity or contribution or otherwise, based in whole or in part upon any act or omission or other event occurring prior to the Petition Date or during the course of the Chapter 11 Cases, including through the Effective Date.

34. "*Chapter 11 Cases*" means the chapter 11 bankruptcy cases commenced by the Debtors on the Petition Date in the Bankruptcy Court.

35. "*Claim*" means any "claim" against any Debtor as defined in section 101(5) of the Bankruptcy Code.

36. "*Claims Bar Date*" means November 30, 2009, or such other date by which Claims and Equity Interests must be Filed, as ordered by the Bankruptcy Court.

37. "*Claims Objection Bar Date*" means, for each Claim and Equity Interest that is not otherwise allowed under this Plan or by prior order of the Bankruptcy Court, the later of (a) sixty (60) days after the Effective Date; (b) sixty (60) days after the Filing of a Proof of Claim for, or request for payment of, such Claim or Equity Interest and (c) such other date as may be specifically fixed by an order of the Bankruptcy Court for objecting to such Claim or Equity Interest.

38. "*Claims Register*" means the official register of Claims maintained by the Voting and Claims Agent.

39. "*Class*" means a category of Holders of Claims or Equity Interests as set forth in Article III hereof pursuant to section 1122(a) of the Bankruptcy Code.

40. "*Collateral*" means any property or interest in property of any Debtor's Estate that is subject to a valid and enforceable Lien to secure a Claim.

41. "*Committee*" means the official committee of unsecured creditors of the Debtors appointed by the United States Trustee in the Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code, as reconstituted from time to time.

42. "*Committee Members*" means the members of the Committee, namely: The Bank of New York Mellon Trust Company, N.A., as indenture trustee, Ryerson, and Dawlen Corporation, and in the case of each of the foregoing, their respective successors.

43. "*Confirmation Date*" means the date on which the clerk of the Bankruptcy Court enters the Confirmation Order on the docket of the Bankruptcy Court.

44. *"Confirmation Hearing"* means the hearing held by the Bankruptcy Court pursuant to section 1128 of the Bankruptcy Code to consider confirmation of this Plan, as such hearing may be adjourned or continued from time to time.

45. *"Confirmation Order"* means the order of the Bankruptcy Court confirming this Plan pursuant to section 1129 of the Bankruptcy Code.

46. *"Consummation"* means the occurrence of the Effective Date.

47. *"Debtor(s)"* means individually, Accuride and each of its subsidiaries listed on Plan Schedule 1 hereto, and, collectively, Accuride and all of its subsidiaries listed on Plan Schedule 1 hereto, in each case, in their capacities as debtors in these Chapter 11 Cases.

48. *"Debtor(s) in Possession"* means, individually, each Debtor, as debtor in possession in these Chapter 11 Cases and, collectively, all Debtors, as debtors in possession in these Chapter 11 Cases.

49. *"DIP Agent"* means Deutsche Bank Trust Company Americas, in its capacity as administrative agent and collateral agent under the DIP Facility, and any successors thereto.

50. *"DIP Facility"* means that certain $50 million senior secured superpriority post-petition credit facility made available to Accuride pursuant to the DIP Credit Agreement and the DIP Orders.

51. *"DIP Facility Claim"* means any Claim of the DIP Agent, any DIP Lender or any other "DIP Secured Party" (as defined in the DIP Orders) arising from, under or in connection with the DIP Facility (including, without limitation, any and all "Obligations" as defined in the DIP Facility Credit Agreement), the other "Loan Documents" as defined therein and/or the DIP Orders, including in respect of all "DIP Obligations" as defined in the DIP Orders.

52. *"DIP Facility Credit Agreement"* means that certain Senior Secured Superpriority Debtor-In-Possession Credit Agreement, dated as of October 9, 2009, among Accuride, as borrower, the other Debtors, as guarantors, the DIP Lenders, the DIP Agent and the party identified as the syndication agent in the DIP Facility Credit Agreement (as amended, waived, supplemented, refinanced and as otherwise modified from time to time).

53. *"DIP Lenders"* means the banks, financial institutions and other parties identified as "Secured Parties" in the DIP Facility Credit Agreement or "DIP Secured Parties" in the DIP Orders from time to time.

54. *"DIP Orders"* means, collectively, the Interim DIP Order and Final DIP Order.

55. *"Disclosure Statement"* means that certain Disclosure Statement for Joint Plan of Reorganization for Accuride Corporation, et al. under Chapter 11 of the Bankruptcy Code, as amended, supplemented, or modified from time to time, that was approved by the Disclosure Statement Order and describes this Plan, including all exhibits and schedules thereto and references therein that relate to this Plan.

56. "*Disclosure Statement Order*" means that certain *Order (A) Approving the Disclosure Statement, (B) Establishing the Voting Record Date, Voting Deadline, and Other Dates, (C) Approving Procedures for Soliciting, Receiving and Tabulating Votes on the Plan and for Filing Objections to the Plan and (D) Approving the Manner and Forms of Notice and Other Related Documents,* entered by the Bankruptcy Court on December [__], 2009 [Docket No. ___], as the order may be amended from time to time.

57. *"Disputed Claim or Equity Interest"* means a Claim or Equity Interest, or any portion thereof: (a) listed on the Schedules, as unliquidated, disputed or contingent; (b) that is the subject of an objection or request for estimation filed or is otherwise disputed by any of the Debtors or any other party in interest in accordance with applicable law and which objection has not been withdrawn, resolved, or overruled by a Final Order of the Bankruptcy Court; or (c) that is otherwise disputed by any of the Debtors or any other party in interest in accordance with applicable law, which dispute has not been withdrawn, resolved, or overruled by Final Order.

58. "*Distribution Agent*" means Reorganized Accuride or any party designated by Reorganized Accuride to serve as distribution agent under this Plan. For purposes of distributions under this Plan to the Holders of Allowed DIP Facility Claims and Allowed Prepetition Credit Facility Claims, the DIP Agent and the Prepetition Agent, respectively, will be and shall act as the Distribution Agent.

59. *"Distribution Record Date"* means the date for determining which Holders of Claims and Equity Interests are eligible to receive distributions hereunder and shall be the Voting Deadline or such other date as designated in an order of the Bankruptcy Court.

60. *"D&O Liability Insurance Policies"* means all insurance policies for directors and officers' liability maintained by the Debtors as of the Petition Date.

61. "*Effective Date*" means the Business Day that this Plan becomes effective as provided in Article IX hereof.

62. "*Entity*" means an "entity" as defined in section 101(15) of the Bankruptcy Code.

63. "*Equity Incentive Program*" means a post-Effective Date director and employee equity incentive program to be determined by the New Board providing for the issuance from time to time of shares of the New Common Stock of Accuride, including the grant of incentive stock options within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended.

64. "*Equity Interest*" means (a) any Equity Security in any Debtor, including, without limitation, all issued, unissued, authorized or outstanding shares of stock, together with (i) any options, warrants or contractual rights to purchase or acquire any such Equity Securities at any time with respect to such Debtor, and all rights arising with respect thereto and (ii) the rights of any Entity to purchase or demand the issuance of any of the foregoing and shall include: (1) conversion, exchange, voting, participation, and dividend rights; (2) liquidation preferences; (3) options, warrants, and put rights; and (4) stock-appreciation rights, and (b) any Claim against such Debtor subordinated pursuant to section 510(b) of the Bankruptcy Code, in each case as in existence immediately prior to the Effective Date.

65. "*Equity Security*" means an "equity security" as defined in section 101(16) of the Bankruptcy Code.

66. "*Estates*" means the bankruptcy estates of the Debtors created by virtue of section 541 of the Bankruptcy Code upon the commencement of the Chapter 11 Cases.

67. "*Exchange Act*" means the Securities Exchange Act of 1934, 15 U.S.C. §§ 78a *et seq.*, as now in effect or hereafter amended, and the rules and regulations promulgated thereunder, and any similar federal, state or local law.

68. "*Exculpated Parties*" means, collectively: (a) the Debtors; (b) the Reorganized Debtors; (c) the Committee and the members thereof in their capacity as such; (d) the Ad Hoc Noteholders Group and the members thereof in their capacity as such; (e) the DIP Lenders; (f) the Prepetition Lenders; (g) the Backstop Investors; (h) the Administrative, Collateral and Other Agents; and (i) the Indenture Trustee, and the respective Related Persons of each of the foregoing Entities; provided however, that no Non-Released Party will be an Exculpated Party.

69. "*Exculpation*" means the exculpation provision set forth in Article X.D hereof.

70. "*Executory Contract*" means a contract to which any Debtor is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

71. "*Exhibit*" means an exhibit annexed to either this Plan or as an appendix to the Disclosure Statement (as such exhibits are amended, modified or otherwise supplemented from time to time).

72. "*File*" or "*Filed*" or "*Filing*" means file, filed or filing with the Bankruptcy Court or its authorized designee in the Chapter 11 Cases.

73. "*Final DIP Order*" means that certain *Final Order Pursuant to Sections 361, 362, 363 and 364 of the Bankruptcy Code and Rule 4001 of the Federal Rules of Bankruptcy Procedure Authorizing the Debtors to (I) Use Cash Collateral of the Prepetition Secured Parties, (II) Obtain Postpetition Financing and (III) Provide Adequate Protection to the Prepetition Secured Parties,* entered by the Bankruptcy Court on November 2, 2009 [Docket No. 182], as such order may be amended from time to time.

74. "*Final Order*" means an order of the Bankruptcy Court as to which the time to appeal, petition for *certiorari*, or move for a new trial, reargument or rehearing has expired and as to which no appeal, petition for *certiorari*, or other proceedings for a new trial, reargument or rehearing shall then be pending or as to which any right to appeal, petition for *certiorari*, new trial, reargue, or rehear shall have been waived in writing in form and substance satisfactory to the Debtors or the Reorganized Debtors, or, in the event that an appeal, writ of *certiorari*, new trial, reargument, or rehearing thereof has been sought, no stay pending appeal has been granted or such order of the Bankruptcy Court shall have been determined by the highest court to which such order was appealed, or *certiorari*, new trial, reargument or rehearing shall have been denied and the time to take any further appeal, petition for *certiorari*, or move for a new trial, reargument or rehearing shall have expired; provided, however, that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the

Bankruptcy Rules, may be filed with respect to such order shall not preclude such order from being a Final Order.

75. *"General Unsecured Claim"* means any Claim against any Debtor that is not a/an: (a) DIP Facility Claim; (b) Administrative Claim; (c) Priority Tax Claim; (d) Secured Tax Claim, (e) Other Priority Claim; (e) Other Secured Claim; (f) Prepetition First Out Credit Agreement Claim; (g) Prepetition Last Out Credit Agreement Claim; (h) Subordinated Notes Claim, (i) Intercompany Claim or (j) Equity Interest.

76. *"Governmental Unit"* means a "governmental unit" as defined in section 101(27) of the Bankruptcy Code.

77. *"Holder"* means an Entity holding a Claim against, or Equity Interest in, any Debtor and, with respect to the Subordinated Notes Claims, the Beneficial Holder thereof as of the applicable date of determination or any authorized agent of such Entity who has completed and executed a Ballot or on whose behalf a Master Ballot has been completed and executed in accordance with the voting instructions that are attached to the Ballot or Master Ballot, as applicable.

78. *"Impaired"* means, when used in reference to a Claim or Equity Interest, a Claim or Equity Interest that is impaired within the meaning of section 1124 of the Bankruptcy Code.

79. *"Indemnification Provision"* means each of the indemnification provisions currently in place (whether in the bylaws, certificates of incorporation, board resolutions, employment contracts or otherwise) for the current and former directors, officers, employees, attorneys, other professionals and agents of the Debtors who served in such capacity on or any time after the Petition Date.

80. *"Indemnified Parties"* means, collectively, each Debtor and each of its officers, directors and employees, each in their respective capacities as such and solely to the extent that each such party was serving in such capacity on or any time after the Petition Date; provided however, that no Non-Released Party will be an Indemnified Party.

81. *"Indenture"* means that certain indenture governing the Subordinated Notes, dated as of January 31, 2005, (as amended, waived, supplemented, refinanced and as otherwise modified from time to time) between Accuride, as issuer, certain guarantors, and the Indenture Trustee.

82. *"Indenture Trustee"* means The Bank of New York Mellon Trust Company, N.A., in its capacity as indenture trustee for the Subordinated Notes, or any successor trustee.

83. *"Indenture Trustee Fees"* means the reasonable fees and reasonable unpaid out-of-pocket costs and expenses incurred by the Indenture Trustee through the Effective Date in accordance with the Indenture.

84. *"Initial Distribution Date"* means, subject to the "Treatment" sections in Article III hereof, the date that is as soon as practicable after the Effective Date, when distributions under this Plan shall commence to Holders of Allowed Claims and Equity Interests.

85. "*Intercompany Claims*" means any Claims of a Debtor against any other Debtor.

86. "*Interim DIP Order*" means that certain *Interim Order Pursuant to Sections 361, 362, 363 and 364 of the Bankruptcy Code and Rule 4001 of the Federal Rules of Bankruptcy Procedure (A) Authorizing the Debtors to (I) Use Cash Collateral of the Prepetition Secured Parties, (II) Obtain Postpetition Financing and (III) Provide Adequate Protection to the Secured Parties, and (B) Providing Notice and Scheduling Final Hearing,* entered by the Bankruptcy Court on October 9, 2009 [Docket No. 34].

87. "*Intermediary Record Owners*" means, as of the applicable date of determination, the banks, brokerage firms, or the agents thereof as the Entity through which the Beneficial Holders hold the Subordinated Notes or Accuride Other Equity Interests, as applicable.

88. "*Lien*" means a "lien" as defined in section 101(37) of the Bankruptcy Code, and, with respect to any asset, includes, without limitation, any mortgage, lien, pledge, charge, security interest or other encumbrance of any kind, or any other type of preferential arrangement that has the practical effect of creating a security interest, in respect of such asset.

89. "*Litigation Claims*" means the claims, rights of action, suits or proceedings, whether in law or in equity, whether known or unknown, that any Debtor or Estate may hold against any Entity, including, without limitation, the Causes of Action of the Debtors. A non-exclusive list of the Litigation Claims held by the Debtors as of the Effective Date is attached hereto as Plan Schedule 2 or Filed with the Plan Supplement, which shall be deemed to include any derivative actions filed against the Debtors as of the Effective Date and any Causes of Action against any Non-Released Party. The Debtors will serve Plan Schedule 2 on any Person or Entity added to such schedule.

90. "*Local Rules*" means the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware.

91. "*Master Ballots*" means the ballot distributed to the Registered Record Owners or Intermediary Record Owners, as applicable, of the Subordinated Notes and Accuride Other Equity Interests to record the votes of the Beneficial Holders of the Subordinated Notes and Accuride Other Equity Interests as of the Voting Record Date applicable to Subordinated Notes Claims and Accuride Other Equity Interests.

92. "*New Board*" means the initial board of directors of Reorganized Accuride.

93. "*New Common Stock*" means the shares of common stock or other equity securities of Reorganized Accuride authorized to be issued pursuant to this Plan and the Amended Organizational Documents.

94. "*New Indenture*" means the indenture pursuant to which the New Notes will be issued on the Effective Date, in substantially the form attached to this Plan as Exhibit C or Filed with the Plan Supplement.

95. "*New Notes*" means the 7.5% Senior Convertible Notes due 2020 in the aggregate principal amount of $140 million to be issued by Accuride to the Rights Offering Purchasers

and/or the Backstop Investors pursuant to the Rights Offering, the Backstop Commitment Agreement and this Plan, the terms of which are described in the term sheet attached hereto as Exhibit D. On the Effective Date, the New Notes will be convertible into an aggregate of (i) 187,500,000 shares of New Common Stock of Reorganized Accuride, if the Holders of Accuride Other Equity Interests and the Holders of Subordinated Notes Claims vote to accept the Plan, and (ii) 183,750,000 shares of New Common Stock, if the Holders of Subordinated Notes Claims vote to accept the Plan but the Holders of Accuride Other Equity Interests do not vote to accept the Plan. If the Holders of Accuride Other Equity Interests and the Holders of Subordinated Notes Claims vote to accept the Plan and the New Warrants issued under the Plan are subsequently exercised in full in cash, the New Notes will be adjusted to be convertible into an aggregate of 220,588,235 shares of New Common Stock.

96. "*New Securities and Documents*" means collectively the Subscription Rights, the New Common Stock, the New Notes, the New Warrants and any and all other securities, notes, stock, instruments, certificates, and other documents or agreements required to be issued, executed or delivered pursuant to this Plan.

97. *"New Warrants"* means the Warrants to be issued by Reorganized Accuride to Class 10 (if both Class 7 and Class 10 vote to accept the Plan) pursuant to this Plan, substantially in the form of Exhibit E attached hereto or Filed with the Plan Supplement, exercisable for an aggregate of 22,058,824 shares of New Common Stock at the strike price set forth in Exhibit E.

98. "*Non-Released Party*" means each of the Entities listed as Non-Released Parties on Plan Schedule 3 attached hereto or Filed with the Plan Supplement in the capacities set forth in Plan Schedule 3. The Debtors will serve Plan Schedule 3 on any Person or Entity added to such schedule.

99. "*Non-Voting Classes*" means, collectively, Classes 1, 2, 3, 5, 6, 8, 9 and 11.

100. "*Noteholder Restructuring Support Agreement*" means that certain Restructuring Support Agreement, dated as of October 7, 2009, by and among Accuride Corporation and each of the holders of the Subordinated Notes party thereto a copy of which is attached as Exhibit B to the Declaration of James H. Woodward Jr. in Support of Chapter 11 Petitions and First Day Pleadings dated as of October 8, 2009 [Docket No. 3].

101. *"Ordinary Course Professionals Order"* means that certain *Order Authorizing the Debtors to Employ and Compensate Certain Professionals in the Ordinary Course of Business Nunc Pro Tunc to the Petition Date*, entered by the Bankruptcy Court on November 2, 2009 [Docket No. 168], as such order may be amended from time to time.

102. "*Other Priority Claim*" means any Claim accorded priority in right of payment under section 507(a) of the Bankruptcy Code, other than a Priority Tax Claim or an Administrative Claim.

103. "*Other Secured Claim*" means any Secured Claim other than an Administrative Claim, DIP Facility Claim, Secured Tax Claim, Prepetition First Out Credit Agreement Claim or Prepetition Last Out Credit Agreement Claim.

104. "*Person*" means a "person" as defined in section 101(41) of the Bankruptcy Code and also includes any natural person, corporation, general or limited partnership, limited liability company, firm, trust, association, government, governmental agency or other Entity, whether acting in an individual, fiduciary or other capacity.

105. "*Petition Date*" means October 8, 2009, the date on which the Debtors commenced the Chapter 11 Cases.

106. "*Plan*" means this *Joint Plan of Reorganization of Accuride Corporation, et al.*, dated November 17, 2009, including the Exhibits and Plan Schedules and all supplements, appendices, and schedules thereto, either in its present form or as the same may be altered, amended, modified or otherwise supplemented from time to time.

107. "*Plan Schedule*" means a schedule annexed to either this Plan or as an appendix to the Disclosure Statement (as amended, modified or otherwise supplemented from time to time).

108. "*Plan Supplement*" means, collectively, the compilation of documents and forms of documents, and all exhibits, attachments, schedules, agreements, documents and instruments referred to therein, ancillary or otherwise, including, without limitation, the Exhibits and Plan Schedules, all of which are incorporated by reference into, and are an integral part of, this Plan, as all of the same may be amended, modified, replaced and/or supplemented from time to time, which shall be filed with the Bankruptcy Court on or before January 15, 2009.

109. "*Prepetition Agent*" means Deutsche Bank Trust Company Americas, in its capacity as administrative agent and/or collateral agent under the Prepetition Credit Agreement, and its successors.

110. "*Prepetition Credit Agreement*" means that certain Fourth Amended and Restated Credit Agreement, dated as of January 31, 2005, among Accuride and Accuride Canada, as borrowers, the Prepetition Lenders, the Prepetition Agent and certain other institutions, as agents, arrangers, bookrunners and issuing lenders, as the case may be (as amended, waived, supplemented, refinanced and as otherwise modified from time to time).

111. "*Prepetition Credit Facility Claim*" means any Prepetition First Out Credit Agreement Claim or any Prepetition Last Out Credit Agreement Claim.

112. "*Prepetition First Out Credit Agreement Claim*" means any Prepetition First Out Credit Agreement LC Claim or any Prepetition First Out Credit Agreement Other Claim.

113. "*Prepetition First Out Credit Agreement LC Claim*" means any contingent Claim of the Issuing Bank (as defined in the Prepetition Credit Agreement) for any Letter of Credit (as defined in the Prepetition Credit Agreement) that remains undrawn as of the Effective Date.

114. "*Prepetition First Out Credit Agreement Other Claim*" means any Claim of the Prepetition Agent or any Prepetition Lender against any Debtor for "First Out Loan Obligations;" as defined in the Prepetition Credit Agreement, including, without limitation, the "PIK Advances" incurred prior to and after the Petition Date and the fees and expenses of the

holder of the Prepetition Last Out Credit Agreement Claim payable under the Prepetition Credit Agreement (if any) incurred prior to or after the Petition Date, but excluding the Prepetition Last Out Credit Agreement Claims and the Prepetition First Out Credit Agreement LC Claims.

115. "*Prepetition Lenders*" means the banks, financial institutions and other parties identified as "Secured Parties" in the Prepetition Credit Agreement from time to time.

116. "*Prepetition Last Out Credit Agreement Claim*" means any Claim of Sun Accuride Debt Investment, LLC or any other Prepetition Lender against any Debtor for "Last Out Loan Obligations," as defined in the Prepetition Credit Agreement. The Prepetition Last Out Credit Agreement Claim excludes "PIK Advances", which are classified as Prepetition First Out Credit Agreement Other Claims.

117. "*Prepetition Last Out Payment Amount*" means $70.1 million in Cash.

118. "*Priority Tax Claim*" means any Claim of a Governmental Unit of the kind specified in section 507(a)(8) of the Bankruptcy Code.

119. "*Professional*" means (a) any Entity employed in the Chapter 11 Cases pursuant to section 327, 363 or 1103 of the Bankruptcy Code or otherwise and (b) any Entity seeking compensation or reimbursement of expenses in connection with the Chapter 11 Cases pursuant to section 503(b)(4) of the Bankruptcy Code.

120. "*Professional Fee Claim*" means a Claim under sections 328, 330(a), 331, 363, 503 or 1103 of the Bankruptcy Code for Accrued Professional Compensation.

121. "*Professional Fees Bar Date*" means the Business Day that is sixty (60) days after the Effective Date or such other date as approved by order of the Bankruptcy Court.

122. "*Proof of Claim*" means a proof of Claim or Equity Interest Filed against any Debtor in the Chapter 11 Cases.

123. "*Pro Rata*" means the proportion that (a) the Allowed amount of a Claim or Equity Interest in a particular Class (or several Classes taken as a whole) bears to (b) the aggregate Allowed amount of all Claims or Equity Interests in such Class (or several Classes taken as a whole), unless this Plan provides otherwise.

124. "*Pro Rata Share of the Rights Offering Notes*" means, with respect to an applicable Rights Offering Participant, the proportion that (a) the Allowed amount of Subordinated Notes Claims held by such Rights Offering Participant bears to (b) the aggregate Allowed amount of all Subordinated Notes Claims.

125. "*Registered Record Owners*" means, as of the applicable date of determination, the respective owners of the Subordinated Notes or Accuride Other Equity Interests whose holdings thereof are in their own name on the books and records of Accuride.

126. "*Registration Agreement*" means the Registration Agreement, in substantially the form attached to this Plan as Exhibit F or Filed with the Plan Supplement.

127. "*Reinstated*" means, with respect to any Claim, (a) leaving unaltered the legal, equitable, and contractual rights to which a Claim entitles the holder of such Claim in accordance with Section 1124 of the Bankruptcy Code or (b) notwithstanding any contractual provision or applicable law that entitles the holder of such Claim to demand or receive accelerated payment of such Claim after the occurrence of a default: (i) curing any such default that occurred before or after the Petition Date, other than a default of a kind specified in section 365(b)(2) of the Bankruptcy Code or of a kind that section 365(b)(2) of the Bankruptcy Code expressly does not require to be cured; (ii) reinstating the maturity of such Claim as such maturity existed before such default; (iii) compensating the holder of such Claim for any damages incurred as a result of any reasonable reliance by such Holder on such contractual provision or such applicable law; (iv) if such Claim arises from any failure to perform a non-monetary obligation, other than a default arising from failure to operate a non-residential real property lease subject to section 365(b)(1)(A) of the Bankruptcy Code, compensating the Holder of such Claim (other than any Debtor or an insider of any Debtor) for any actual pecuniary loss incurred by such Holder as a result of such failure; and (v) not otherwise altering the legal, equitable, or contractual rights to which such Claim entitles the Holder of such Claim.

128. "*Related Persons*" means, with respect to any Person, such Person's predecessors, successors, assigns and present and former Affiliates (whether by operation of law or otherwise) and subsidiaries, and each of their respective current and former officers, directors, principals, employees, shareholders, members (including *ex officio* members), partners, agents, financial advisors, attorneys, accountants, investment bankers, investment advisors, consultants, representatives, and other professionals, in each case acting in such capacity on or any time after the Petition Date, and any Person claiming by or through any of them; provided, however, that no insurer of any Debtor and no Non-Released Party shall constitute a Related Person.

129. "*Release*" means the release given by the Releasing Parties to the Released Parties as set forth in Article X.B hereof.

130. "*Released Party*" means, collectively: (a) the Debtors; (b) the Reorganized Debtors; (c) the Committee and the members thereof in their capacity as such; (d) the Ad Hoc Noteholders Group and the members thereof in their capacity as such; (e) the DIP Lenders in their capacity as such; (f) the Prepetition Lenders in their capacity as such; (g) the Backstop Investors; (h) the Administrative, Collateral and Other Agents; and (i) the Indenture Trustee, and the respective Related Persons of each of the foregoing; provided however, that no Non-Released Party shall constitute a Released Party.

131. "*Releasing Party*" has the meaning set forth in Article X.B hereof.

132. "*Remaining Rights Offering Notes*" means those Rights Offering Notes that are not subscribed for pursuant to the Rights Offering prior to the expiration of the Subscription Deadline.

133. "*Reorganized Accuride*" means Accuride, as reorganized pursuant to this Plan on or after the Effective Date.

134. "*Reorganized Debtors*" means Reorganized Accuride and each other Debtor, as reorganized pursuant to this Plan on or after the Effective Date.

135. "*Required Noteholders*" shall have the meaning set forth in the Noteholder Restructuring Support Agreement.

136. "*Requisite Independent Supporting Lenders*" shall have the meaning ascribed to it in that certain Restructuring Support Agreement, dated as of October 7, 2009, by and among the Debtors and certain of the lenders party to the Prepetition Credit Agreement and attached as Exhibit B to the Declaration of James H. Woodward Jr. in Support of Chapter 11 Petitions and First Day Pleadings dated as of October 8, 2009 [Docket No. 3].

137. "*Restructured Credit Facility*" means that certain secured credit facility evidenced by the Restructured Credit Facility Agreement and the other "Loan Documents" (as defined therein), which amends, restates and supersedes in its entirety, the Prepetition Credit Facility evidenced by the Prepetition Credit Agreement and, as applicable, the other "Loan Documents" (as defined therein).

138. "*Restructured Credit Facility Agreement*" means, collectively, the Fifth Amended and Restated Credit Agreement among Reorganized Accuride and Accuride Canada, as borrowers, the lenders named therein, Deutsche Bank Trust Company Americas, as administrative agent, and Deutsch Bank Securities, Inc. as lead arranger, together with the Consent to the Fifth Amended and Restated Credit Agreement among the Debtors, Accuride Canada, Deutsche Bank Trust Company Americas, as administrative agent, and the lenders party thereto, in substantially the form attached to this Plan as Exhibit G or Filed with the Plan Supplement, as amended, restated, supplemented and/or otherwise modified from time to time.

139. "*Rights Offering*" means that certain $140 million rights offering of New Notes to be offered to the Rights Offering Participants, the terms of which are set forth in Article V.H of this Plan and which were approved by the Bankruptcy Court in the Rights Offering Approval Order.

140. "*Rights Offering Amount*" means $140 million.

141. "*Rights Offering Approval Order*" means that certain Order (A) Authorizing the Debtors to Conduct Rights Offering and (B) Approving Registration Agreement, Subscription Agreement and Subscription Form, entered by the Bankruptcy Court on December 18, 2009, [Docket No. 442], as such order may be amended from time to time.

142. "*Rights Offering Notes*" means the New Notes to be issued and sold through the Rights Offering (including the Remaining Rights Offering Notes to be issued pursuant to the Backstop Commitment Agreement).

143. "*Rights Offering Participant*" means each Holder of a Subordinated Notes Claim as of the Rights Offering Record Date that is (i) an "accredited investor" as defined in Rule 501(a) of Regulation D under the Securities Act and (ii) eligible to participate in the Rights Offering as of the Rights Offering Record Date.

144. "*Rights Offering Purchaser*" means a Rights Offering Participant who timely and properly executes and delivers the Subscription Form to the Debtors or other Entity specified in the Subscription Form prior to the expiration of the Subscription Deadline.

145. "*Rights Offering Record Date*" means the date for determining which Holders of Subordinated Notes Claims are "accredited investors" eligible to participate in the Rights Offering and shall be the Voting Record Date applicable to Subordinated Notes Claims, or such other date as designated in an order of the Bankruptcy Court.

146. "*Scheduled*" means with respect to any Claim or Equity Interest, the status and amount, if any, of such Claim or Equity Interest as set forth in the Schedules.

147. "*Schedules*" means the schedules of assets and liabilities, schedules of Executory Contracts, and statement of financial affairs filed by the Debtors pursuant to section 521 of the Bankruptcy Code and the applicable Bankruptcy Rules, as such Schedules they may be amended, modified, or supplemented from time to time.

148. "*Secured Claim*" means a Claim that is secured by a Lien on property in which any Debtor's Estate has an interest or that is subject to setoff under section 553 of the Bankruptcy Code, to the extent of the value of the Claim holder's interest in such Estate's interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to section 506(a) of the Bankruptcy Code or, in the case of setoff, pursuant to section 553 of the Bankruptcy Code.

149. "*Secured Tax Claim*" means any Secured Claim which, absent its secured status, would be entitled to priority in right of payment under section 507(a)(8) of the Bankruptcy Code.

150. "*Securities Act*" means the Securities Act of 1933, 15 U.S.C. §§ 77c-77aa, as now in effect or hereafter amended, and the rules and regulations promulgated thereunder, and any similar federal, state or local law.

151. "*Stamp or Similar Tax*" means any stamp tax, recording tax, personal property tax, real estate transfer tax, sales tax, use tax, transaction privilege tax (including, without limitation, such taxes on prime contracting and owner-builder sales), privilege taxes (including, without limitation, privilege taxes on construction contracting with regard to speculative builders and owner builders), and other similar taxes imposed or assessed by any Governmental Unit.

152. "*Stock Backstop Fee*" shall have the meaning ascribed to it in the Backstop Commitment Agreement.

153. "*Subordinated Notes*" means those certain 8.5% Senior Subordinated Notes due 2015 issued under the Indenture.

154. "*Subordinated Notes Claim*" means any Claim arising from, under or in connection with the Subordinated Notes or Indenture.

155. "*Subscription Commencement Date*" means the date on which the Subscription Period commences, which shall be the earliest date reasonably practicable occurring after the Rights Offering Record Date.

156. "*Subscription Deadline*" means the date on which the Rights Offering shall expire as set forth in the Subscription Form, which date shall be the Voting Deadline.

157. "*Subscription Form*" means, collectively, that certain subscription form and subscription agreement to be distributed to Rights Offering Participants pursuant to which such Rights Offering Participants may exercise their Subscription Rights, which form and agreement are attached hereto as Exhibit H and were approved by the Bankruptcy Court under the Rights Offering Approval Order.

158. "*Subscription Notification Date*" means a date that is not later than five (5) Business Days following the Subscription Deadline.

159. "*Subscription Payment Amount*" means, with respect to a particular Rights Offering Purchaser, an amount of Cash equal to the Rights Offering Amount multiplied by such Rights Offering Purchaser's subscribed for portion of its Pro Rata Share of the Rights Offering Notes.

160. "*Subscription Payment Date*" means a date that is not later than five (5) Business Days following the applicable Subscription Notification Date (or such later date as approved in writing by the Debtors or Reorganized Debtors); provided, however, that such date must occur on or prior to the Effective Date.

161. "*Subscription Period*" means the time period during which the Rights Offering Participants may subscribe to purchase the Rights Offering Notes, which period shall commence on the Subscription Commencement Date and expire on the Subscription Deadline.

162. "*Subscription Price*" shall have the meaning ascribed to it in Article V.H hereof.

163. "*Subscription Right*" means the right to participate in the Rights Offering, which right shall be non-Transferable and non-certificated as set forth in Article V.H of this Plan.

164. "*Subsequent Distribution*" means any distribution of property under this Plan to Holders of Allowed Claims other the initial distribution given on the Initial Distribution Date.

165. "*Subsequent Distribution Date*" means the date ninety (90) days after the Initial Distribution Date and the date that is each ninety (90) days thereafter.

166. "*Subsidiaries*" means the Entities listed on Plan Schedule 1 other than Accuride.

167. "*Transaction Expenses*" means the aggregate amount of reasonable fees and expenses payable by the Debtors in connection with the Chapter 11 Cases, including the fees and expenses payable to the DIP Agent, the DIP Lenders and the Backstop Investors (including those approved by the Backstop Commitment Agreement Assumption Order), all fees and expenses (whether accrued prepetition or postpetition) of the Prepetition Agent and the members of the

steering committee of Prepetition Lenders, the Ad Hoc Noteholders Group Fees and Expenses, as well as the fees and expenses payable under the Restructured Credit Facility.

168. "*Transfer*" or "*Transferable*" means, with respect to any security or the right to receive a security or to participate in any offering of any security, including the Rights Offering, (i) the sale, transfer, pledge, hypothecation, encumbrance, assignment, constructive sale, participation in, or other disposition of such security or right or the beneficial ownership thereof, (ii) the offer to make such a sale, transfer, constructive sale, or other disposition, and (iii) each option, agreement, arrangement, or understanding, whether or not in writing and whether or not directly or indirectly, to effect any of the foregoing. The term "constructive sale" for purposes of this definition means (i) a short sale with respect to such security or right, (ii) entering into or acquiring an offsetting derivative contract with respect to such security or right, (iii) entering into or acquiring a futures or forward contract to deliver such security or right, or (iv) entering into any transaction that has substantially the same effect as any of the foregoing. The term "beneficially owned" or "beneficial ownership" as used in this definition shall include, with respect to any security or right, the beneficial ownership of such security or right by a Person and by any direct or indirect subsidiary of such Person.

169. "*Unexpired Lease*" means a lease to which any Debtor is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

170. "*Unimpaired*" means, with respect to a Class of Claims or Equity Interests, a Claim or an Equity Interest that is unimpaired within the meaning of section 1124 of the Bankruptcy Code.

171. "*Voting and Claims Agent*" means The Garden City Group, Inc., in its capacity as solicitation, notice, claims and balloting agent for the Debtors, pursuant to that certain *Order Authorizing the Debtors to Retain and Employ The Garden City Group, Inc., as Notice, Claims and Balloting Agent for the Debtors and Authorizing the Appointment of The Garden City Group, Inc., as Notice, Claims and Balloting Agent to the Office of the Clerk of the Court*, entered by the Bankruptcy Court on October 9, 2009 [Docket No. 35].

172. "*Voting Classes*" means, collectively, Classes 4A, 4B, 7 and 10.

173. "*Voting Deadline*" means January 29, 2010 at 5:00 p.m. prevailing New York Time for all Holders of Claims and Equity Interests, which is the date and time by which all Ballots, Beneficial Holder Ballots and Master Ballots, as applicable, must be received by the Voting and Claims Agent in accordance with the Disclosure Statement Order, or such other date and time as may be established by the Bankruptcy Court with respect to any Voting Class.

174. "*Voting Record Date* " means the date for determining which Holders of Claims and Equity Interests are entitled to receive the Disclosure Statement and vote to accept or reject this Plan, as applicable, which date is December 11, 2009 for Holders of Subordinated Notes and Accuride Other Equity Interests and which date is December 18, 2009 for all other Holders of Claims and Equity Interests, as set forth in the Disclosure Statement Order.

ARTICLE II.

ADMINISTRATIVE, DIP FACILITY AND PRIORITY TAX CLAIMS

A. Administrative Claims

Subject to sub-paragraph 1 below, on the later of the Effective Date or the date on which an Administrative Claim becomes an Allowed Administrative Claim, or, in each such case, as soon as practicable thereafter, each Holder of an Allowed Administrative Claim will receive, in full satisfaction, settlement, discharge and release of, and in exchange for, such Claim either (i) payment in full in Cash for the unpaid portion of such Allowed Administrative Claim; or (ii) such other less favorable treatment as agreed to in writing by the Debtors or Reorganized Debtors, as applicable, and such Holder; provided, however, that Administrative Claims incurred by the Debtors in the ordinary course of business may be paid in the ordinary course of business in the discretion of the Debtors or Reorganized Debtors in accordance with such applicable terms and conditions relating thereto without further notice to or order of the Bankruptcy Court.

1. Bar Date for Administrative Claims

Except as otherwise provided in this Article II.A hereof, unless previously Filed or paid, requests for payment of Administrative Claims must be Filed and served on the Reorganized Debtors pursuant to the procedures specified in the Confirmation Order and the notice of entry of the Confirmation Order no later than the Administrative Claims Bar Date. Holders of Administrative Claims that are required to File and serve a request for payment of such Administrative Claims that do not File and serve such a request by the Administrative Claims Bar Date shall be forever barred, estopped and enjoined from asserting such Administrative Claims against the Debtors or the Reorganized Debtors or their Estates and property and such Administrative Claims shall be deemed discharged as of the Effective Date. All such Claims shall, as of the Effective Date, be subject to the permanent injunction set forth in Article X.F hereof. Objections to such requests must be Filed and served on the Reorganized Debtors and the requesting party by the later of (a) 120 days after the Effective Date and (b) 60 days after the Filing of the applicable request for payment of Administrative Claims, if applicable, as the same may be modified or extended from time to time by order of the Bankruptcy Court.

2. Professional Compensation and Reimbursement Claims

(a) *Professional Fee Claims.* Professionals or other Entities asserting a Professional Fee Claim for services rendered before the Effective Date must File and serve on the Reorganized Debtors and such other Entities who are designated by the Bankruptcy Rules, the Confirmation Order or other order of the Bankruptcy Court an application for final allowance of such Professional Fee Claim no later than the Professional Fees Bar Date; provided that the Reorganized Debtors shall pay Professionals in the ordinary course of business for any work performed after the Effective Date, including those fees and expenses incurred by Professionals in connection with the implementation and consummation of this Plan, in each case without further application or notice to or order of the Bankruptcy Court; provided, further, that any professional who may receive compensation or reimbursement of expenses pursuant to the Ordinary Course Professionals Order may continue to receive such compensation and

reimbursement of expenses for services rendered before the Effective Date, without further Bankruptcy Court order, pursuant to the Ordinary Course Professionals Order. Objections to any Professional Fee Claim must be Filed and served on the Reorganized Debtors and the requesting party by the later of (a) 90 days after the Effective Date and (b) 30 days after the Filing of the applicable request for payment of the Professional Fee Claim. Each Holder of an Allowed Professional Fee Claim shall be paid by the Reorganized Debtors in Cash within five Business Days of entry of the order approving such Allowed Professional Fee Claim.

(b) *Ad Hoc Noteholders Group Fees and Expenses, Secured Lenders' Fees and Expenses and Committee Members' Fees and Expenses.* The Ad Hoc Noteholders Group Professionals, the DIP Agent's and the DIP Lenders' professionals, the Prepetition Agent's professionals and the professionals of the members of the steering committee of Prepetition Lenders and the members of the Committee and the professionals of the members of the Committee (in connection with their work on Committee matters) shall not be required to comply with the U.S. Trustee fee guidelines, but shall provide reasonably detailed statements (redacted if necessary for privileged, confidential or otherwise sensitive information) to the Office of the U.S. Trustee, counsel for any Committee and the Debtors. Notwithstanding anything herein to the contrary, the Debtors shall, within ten (10) days of presentment of such statements, if no written objections to the reasonableness of the fees and expenses charged in any such invoice (or portion thereof) is made, pay in Cash the Ad Hoc Noteholders Group Fees and Expenses, and all unpaid reasonable fees and expenses (whether accrued prepetition or postpetition) of the Prepetition Agent, the DIP Agent, the DIP Lenders, each of the Prepetition Lenders that are members of the steering committee of Prepetition Lenders, and each of the members of the Ad Hoc Noteholders Group related to and arising from membership in such group, as Administrative Claims. Any objection to the payment of such fees or expenses shall be made only on the basis of "reasonableness," and shall specify in writing the amount of the contested fees and expenses and the detailed basis for such objection. To the extent an objection only contests a portion of an invoice, the undisputed portion thereof shall be promptly paid. If any such objection to payment of an invoice (or any portion thereof) is not otherwise resolved between the Debtors, the Committee or the U.S. Trustee and the issuer of the invoice, either party may submit such dispute to the Court for a determination as to the reasonableness of the relevant disputed fees and expenses set forth in the invoice. The Bankruptcy Court shall resolve any dispute as to the reasonableness of any fees and expenses if the Debtors or Reorganized Debtors and any such Entity cannot agree on the amount of fees and expenses to be paid to such party.

B. DIP Facility Claims

Unless otherwise agreed to by the DIP Lenders, the Allowed DIP Facility Claims shall be indefeasibly paid and satisfied in full in Cash on the Effective Date in full satisfaction, settlement, discharge and release of, and in exchange for, such DIP Facility Claims. Upon indefeasible payment and satisfaction in full of all Allowed DIP Facility Claims, the DIP Facility Credit Agreement and all "Loan Documents" as defined therein, and all Liens and security interests granted to secure the DIP Facility Claims, shall be immediately terminated, extinguished and released, and the DIP Agent shall promptly execute and deliver to the Reorganized Debtors, at the Reorganized Debtors' sole cost and expense, such instruments of termination, release, satisfaction and/or assignment (in recordable form) as may be reasonably requested by the Reorganized Debtors. Notwithstanding the above, any indemnity provisions

contained in the DIP Facility Credit Agreement shall survive such termination, release and satisfaction in the manner and to the extent set forth therein.

C. Priority Tax Claims

The legal, equitable and contractual rights of the Holders of Priority Tax Claims are unaltered by this Plan. Subject to Article VIII hereof, on, or as soon as reasonably practicable after, the later of (i) the Initial Distribution Date if such Priority Tax Claim is an Allowed Priority Tax Claim as of the Effective Date or (ii) the date on which such Priority Tax Claim becomes an Allowed Priority Tax Claim, each Holder of an Allowed Priority Tax Claim due and payable on or prior to the Effective Date shall receive in full satisfaction, settlement, discharge and release of, and in exchange for, such Allowed Priority Tax Claim, at the election of the Debtors or Reorganized Debtors: (a) Cash in an amount equal to the amount of such Allowed Priority Tax Claim; (b) such other less favorable treatment as agreed to in writing by the Debtors or Reorganized Debtors, as applicable, and such Holder; provided, however, that such parties may further agree for the payment of such Allowed Priority Tax Claim at a later date; or (c) pursuant to and in accordance with sections 1129(a)(9)(C) and (D) of the Bankruptcy Code, Cash in an aggregate amount of such Allowed Priority Tax Claim payable in regular installment payments over a period ending not more than five years after the Petition Date, plus simple interest at the rate required by applicable law on any outstanding balance from the Effective Date, or such lesser rate as is agreed to in writing by a particular taxing authority and the Debtors or Reorganized Debtors, as applicable, pursuant to section 1129(a)(9)(C) of the Bankruptcy Code; provided, further, that Priority Tax Claims incurred by the Debtors in the ordinary course of business may be paid in the ordinary course of business in accordance with such applicable terms and conditions relating thereto in the discretion of the Debtors or Reorganized Debtors without further notice to or order of the Bankruptcy Court. Any installment payments to be made under clause (c) above shall be made in equal quarterly Cash payments beginning on the Subsequent Distribution Date, and continuing on each Subsequent Distribution Date thereafter until payment in full of the applicable Allowed Priority Tax Claim.

ARTICLE III.

CLASSIFICATION AND TREATMENT OF CLASSIFIED CLAIMS AND EQUITY INTERESTS

A. Summary

All Claims and Equity Interests, except Administrative Claims, DIP Facility Claims and Priority Tax Claims, are placed in the Classes set forth below. In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims, DIP Facility Claims and Priority Tax Claims have not been classified as described below.

The categories of Claims and Equity Interests listed below classify Claims and Equity Interests for all purposes, including, without limitation, voting, confirmation and distribution pursuant hereto and pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code. This Plan deems a Claim or Equity Interest to be classified in a particular Class only to the extent that the Claim or Equity Interest qualifies within the description of that Class and shall be deemed

classified in a different Class to the extent that any remainder of such Claim or Equity Interest qualifies within the description of such different Class. A Claim or Equity Interest is in a particular Class only to the extent that any such Claim or Equity Interest is Allowed in that Class and has not been paid, released or otherwise settled prior to the Effective Date.

Summary of Classification and Treatment of Classified Claims and Equity Interests

Class	Claim	Status	Voting Rights
1	Other Priority Claims	Unimpaired	Deemed to Accept
2	Other Secured Claims	Unimpaired	Deemed to Accept
3	Secured Tax Claims	Unimpaired	Deemed to Accept
4A	Prepetition First Out Credit Agreement LC Claims	Impaired	Entitled to Vote
4B	Prepetition First Out Credit Agreement Other Claims	Impaired	Entitled to Vote
5	Prepetition Last Out Credit Agreement Claims	Unimpaired	Deemed to Accept
6	General Unsecured Claims	Unimpaired	Deemed to Accept
7	Subordinated Notes Claims	Impaired	Entitled to Vote
8	Intercompany Claims	Unimpaired	Deemed to Accept
9	Accuride Preferred Equity Interests	Unimpaired	Deemed to Accept
10	Accuride Other Equity Interests	Impaired	Entitled to Vote
11	Equity Interests in Subsidiaries	Unimpaired	Deemed to Accept

B. Classification and Treatment of Claims and Equity Interests

1. Class 1 – Other Priority Claims

(a) *Classification*: Class 1 consists of the Other Priority Claims.

(b) *Treatment*: The legal, equitable and contractual rights of the Holders of Class 1 Claims are unaltered by this Plan. Subject to Article VIII hereof, on, or as soon as reasonably practicable after, the later of (i) the Initial Distribution Date if such Class 1 Claim is an Allowed Class 1 Claim on the Effective Date or (ii) the date on which such Class 1 Claim becomes

an Allowed Class 1 Claim, each Holder of an Allowed Class 1 Claim shall receive in full satisfaction, settlement, discharge and release of, and in exchange for, such Allowed Class 1 Claim, at the election of the Debtors or Reorganized Debtors: (A) Cash equal to the amount of such Allowed Class 1 Claim; (B) such other less favorable treatment as to which the Debtors or Reorganized Debtors and the Holder of such Allowed Class 1 Claim shall have agreed upon in writing; or (C) such other treatment such that it will not be impaired pursuant to section 1124 of the Bankruptcy Code; provided, however, that Class 1 Claims incurred by the Debtors in the ordinary course of business may be paid in the ordinary course of business in accordance with the terms and conditions of any agreements relating thereto in the discretion of the Debtors or Reorganized Debtors without further notice to or order of the Bankruptcy Court.

(c) *Voting*: Class 1 is an Unimpaired Class, and the Holders of Class 1 Claims are conclusively deemed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of Class 1 Claims are not entitled to vote to accept or reject this Plan.

2. Class 2 et seq. – Other Secured Claims

(a) *Classification*: Each Class 2 Claim is an Other Secured Claim against the applicable Debtor. With respect to each Debtor, this Class will be further divided into subclasses designated by letters of the alphabet (Class 2A, Class 2B and so on), so that each holder of any Other Secured Claim against such Debtor is in a Class by itself, except to the extent that there are Other Secured Claims that are substantially similar to each other and may be included within a single Class, and except for a precautionary class of otherwise unclassified Other Secured Claims.

(b) *Treatment*: The legal, equitable and contractual rights of the Holders of Class 2 Claims are unaltered by this Plan. Subject to Article VIII hereof, on, or as soon as reasonably practicable after, the later of (i) the Initial Distribution Date if such Class 2 Claim is an Allowed Class 2 Claim on the Effective Date or (ii) the date on which such Class 2 Claim becomes an Allowed Class 2 Claim, each Holder of an Allowed Class 2 Claim shall receive in full satisfaction, settlement, discharge and release of, and in exchange for, such Allowed Class 2 Claim, at the election of the Debtors or Reorganized Debtors: (A) Cash equal to the amount of such Allowed Class 2 Claim; (B) such other less favorable treatment as to which the Debtors or Reorganized Debtors and the Holder of such Allowed Class 2 Claim shall have agreed upon in writing; or (C) such other treatment such that it will not be impaired pursuant to section 1124 of the Bankruptcy Code; provided, however, that Class 2 Claims incurred by the Debtors in the ordinary course of business may be paid in the ordinary course of business in accordance with the terms and conditions of any agreements relating thereto in the discretion of the Debtors or Reorganized Debtors

without further notice to or order of the Bankruptcy Court. Each Holder of an Allowed Other Secured Claim shall retain the Liens securing its Allowed Other Secured Claim as of the Effective Date until full and final payment of such Allowed Other Secured Claim is made as provided herein. On the full payment or other satisfaction of such obligations, the Liens securing such Allowed Other Secured Claim shall be deemed released, terminated and extinguished, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Entity.

(c) *Voting*: Class 2 is an Unimpaired Class, and the Holders of Class 2 Claims are conclusively deemed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of Class 2 Claims are not entitled to vote to accept or reject this Plan.

3. Class 3 et seq. – Secured Tax Claims

(a) *Classification*: Each Class 3 Claim is an Secured Tax Claim against the applicable Debtor. With respect to each Debtor, this Class will be further divided into subclasses designated by letters of the alphabet (Class 3A, Class 3B and so on), so that each holder of any Secured Tax Claim against such Debtor is in a Class by itself, except to the extent that there are Secured Tax Claims that are substantially similar to each other and may be included within a single Class, and except for a precautionary class of otherwise unclassified Secured Tax Claims.

(b) *Treatment*: The legal, equitable and contractual rights of the Holders of Class 3 Claims are unaltered by this Plan. Subject to Article VIII hereof, on, or as soon as reasonably practicable after, the later of (i) the Initial Distribution Date if such Class 3 Claim is an Allowed Class 3 Claim as of the Effective Date or (ii) the date on which such Class 3 Claim becomes an Allowed Class 3 Claim, each Holder of an Allowed Class 3 Claim due and payable on or prior to the Effective Date shall receive in full satisfaction, settlement, discharge and release of, and in exchange for, such Allowed Class 3 Claim, at the election of the Debtors or Reorganized Debtors: (a) Cash in an amount equal to the amount of such Allowed Class 3 Claim; (b) such other less favorable treatment as agreed to in writing by the Debtors or Reorganized Debtors, as applicable, and such Holder; provided, however, that such parties may further agree for the payment of such Allowed Class 3 Claim at a later date; or (c) pursuant to and in accordance with sections 1129(a)(9)(C) and (D) of the Bankruptcy Code, Cash in an aggregate amount of such Allowed Class 3 Claim payable in regular installment payments over a period ending not more than five years after the Petition Date, plus simple interest at the rate required by applicable law on any outstanding balance from the Effective Date, or such lesser rate as is agreed to in writing by a particular taxing

authority and the Debtors or Reorganized Debtors, as applicable, pursuant to section 1129(a)(9)(C) of the Bankruptcy Code; provided, further, that Class 3 Claims incurred by the Debtors in the ordinary course of business may be paid in the ordinary course of business in accordance with such applicable terms and conditions relating thereto in the discretion of the Debtors or Reorganized Debtors without further notice to or order of the Bankruptcy Court. Each Holder of an Allowed Class 3 Claim shall retain the Liens securing its Allowed Class 3 Claim as of the Effective Date until full and final payment of such Allowed Class 3 Claim is made as provided herein. On the full payment or other satisfaction of such obligations, the Liens securing such Allowed Class 3 Claim shall be deemed released, terminated and extinguished, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Entity. Any installment payments to be made under clause (c) above shall be made in equal quarterly Cash payments beginning on the first Subsequent Distribution Date following the Effective Date, and continuing on each Subsequent Distribution Date thereafter until payment in full of the applicable Allowed Secured Tax Claim.

(c) *Voting:* Class 3 is an Unimpaired Class, and the Holders of Class 3 Claims shall be conclusively deemed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Class 3 Claims are not entitled to vote to accept or reject this Plan.

4. Class 4A – Prepetition First Out Credit Agreement LC Claims

(a) *Classification*: Class 4A consists of the Prepetition First Out Credit Agreement LC Claims.

(b) *Allowance*: On the Effective Date, the Prepetition First Out Credit Agreement LC Claims shall be deemed Allowed contingent claims in an aggregate amount equal to $2 million.

(c) *Treatment*: On the Effective Date, the Prepetition Credit Agreement and all "Loan Documents" as defined therein shall, subject to satisfaction or waiver of the conditions precedent set forth in the Restructured Credit Facility Agreement, be amended, restated and replaced in their entirety by the Restructured Credit Facility Agreement and all "Loan Documents" as defined therein; provided, that certain "Collateral Documents" (as defined in the Prepetition Credit Agreement) shall be amended, supplemented or otherwise modified and shall constitute and become "Collateral Documents" (as defined in the Restructured Credit Facility Agreement), and shall secure all the obligations under the Restructured Credit Facility Agreement and the other "Loan Documents" (as defined in the Restructured Credit Facility Agreement). On the Effective Date, the Holder of the Allowed Prepetition First Out Credit Agreement LC Claim shall receive, as prepetition letter of credit issuer, the right to receive the letter of credit fees, the reimbursement rights and the other rights set forth in the Restructured

Credit Facility Agreement, in full satisfaction, settlement, discharge and release of, and in exchange for, such Claim. Upon the effectiveness of the Restructured Credit Facility Agreement and receipt by the Distribution Agent of the Prepetition Last Out Payment Amount described below, the Prepetition Credit Agreement and all Liens securing such Allowed Prepetition First Out Credit Agreement LC Claims, shall be deemed released, terminated and extinguished, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Entity; provided, however, that certain "Collateral Documents" and Liens granted thereunder shall, notwithstanding the release, termination and extinguishment of the Liens securing the obligations under the Prepetition Credit Agreement, continue in existence for the purpose of securing the obligations under the Restructured Credit Facility Agreement and the other "Loan Documents" (as defined in the Restructured Credit Facility Agreement). The Prepetition Agent and the Prepetition Lenders shall promptly execute and deliver to the Reorganized Debtors such instruments of termination, release, satisfaction and/or assignment (in recordable form) of any and all "Loan Documents" (as defined in the Prepetition Credit Agreement) that do not constitute and become "Collateral Documents" (as defined in the Restructured Credit Facility Agreement) as may be reasonably requested by the Reorganized Debtors.

(d) *Voting:* Class 4A is Impaired, and Holders of Class 4A Claims are entitled to vote to accept or reject this Plan.

5. Class 4B – Prepetition First Out Credit Agreement Other Claims

(a) *Classification*: Class 4B consists of the Prepetition First Out Credit Agreement Other Claims.

(b) *Allowance:* On the Effective Date, the Prepetition First Out Credit Agreement Other Claims shall be deemed Allowed in an aggregate amount equal to $306.2 million.

(c) *Treatment*: On the Effective Date, the Prepetition Credit Agreement and all "Loan Documents" as defined therein shall, subject to satisfaction or waiver of the conditions precedent set forth in the Restructured Credit Facility Agreement, be amended, restated and replaced in their entirety by the Restructured Credit Facility Agreement and all "Loan Documents" as defined therein; provided, that certain "Collateral Documents" (as defined in the Prepetition Credit Agreement) shall be amended, supplemented or otherwise modified and shall constitute and become "Collateral Documents" (as defined in the Restructured Credit Facility Agreement), and shall secure all the obligations under the Restructured Credit Facility Agreement and the other "Loan Documents" (as defined in the Restructured Credit Facility Agreement). On the Effective Date, each and every Holder of an Allowed Prepetition First Out Credit Agreement Other Claim shall become a "Lender" under the Restructured Credit Facility Agreement on a Pro Rata basis with all of the rights set forth therein, in

full satisfaction, settlement, discharge and release of, and in exchange for, such Claim. Upon the effectiveness of the Restructured Credit Facility Agreement and receipt by the Distribution Agent of the Prepetition Last Out Payment Amount described below, the Prepetition Credit Agreement and all Liens securing such Allowed Prepetition First Out Credit Agreement LC Claims, shall be deemed released, terminated and extinguished, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Entity; provided, however, that certain "Collateral Documents" and Liens granted thereunder shall, notwithstanding the release, termination and extinguishment of the Liens securing the obligations under the Prepetition Credit Agreement, continue in existence for the purpose of securing the obligations under the Restructured Credit Facility Agreement and the other "Loan Documents" (as defined in the Restructured Credit Facility Agreement). The Prepetition Agent and the Prepetition Lenders shall promptly execute and deliver to the Reorganized Debtors such instruments of termination, release, satisfaction and/or assignment (in recordable form) of any and all "Loan Documents" (as defined in the Prepetition Credit Agreement) that do not constitute and become "Collateral Documents" (as defined in the Restructured Credit Facility Agreement) as may be reasonably requested by the Reorganized Debtors.

(d) *Voting*: Class 4B is Impaired, and Holders of Class 4B Claims are entitled to vote to accept or reject this Plan.

6. Class 5 – Prepetition Last Out Credit Agreement Claims

(a) *Classification*: Class 5 consists of the Prepetition Last Out Credit Agreement Claims.

(b) *Allowance:* On the Effective Date, the Prepetition Last Out Credit Agreement Claims shall be deemed Allowed in an aggregate amount equal to $70.1 million.

(c) *Treatment*: On the Effective Date, the Distribution Agent shall receive for and on behalf of each and every Holder of an Allowed Prepetition Last Out Credit Agreement Claim, in full satisfaction, settlement, discharge and release of, and in exchange for, such Claim, the Prepetition Last Out Payment Amount, which the Distribution Agent shall promptly distribute Pro Rata to or for the benefit of Holders of Allowed Prepetition Last Out Credit Agreement Claims. Upon the Distribution Agent's receipt of the foregoing and upon the effectiveness of the Restructured Credit Facility described above, the Prepetition Credit Agreement, and all Liens securing such Allowed Prepetition Last Out Credit Agreement Claims, shall be deemed released, terminated and extinguished as and to the extent described in Sections III.B.4.c. and III.B.5.c. above and, in any event, such

Liens shall no longer secure the Allowed Prepetition Last Out Credit Agreement Claims, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Entity.

(d) *Voting*: Class 5 is an Unimpaired Class, and the Holders of Class 5 Claims shall be conclusively deemed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Class 5 Claims are not entitled to vote to accept or reject this Plan.

7. Class 6 – General Unsecured Claims

(a) *Classification*: Class 6 consists of the General Unsecured Claims.

(b) *Treatment*: Subject to Article VIII hereof solely to the extent, if any, of the legal, equitable and contractual rights in respect of any Class 6 Claim under applicable non-bankruptcy law, each Allowed Class 6 Claim shall be, at the Debtors' option: (i) Reinstated and paid, subject to the terms and conditions thereof, in Cash when due in the ordinary course of the Debtors' business operations and not on the Effective Date or (ii) otherwise rendered not impaired pursuant to section 1124 of the Bankruptcy Code, including with respect to payment on the Effective Date or as soon as practicable thereafter, except to the extent that the Reorganized Debtors and such Holder agree to other less favorable treatment in writing.

(c) *Voting*: Class 6 is an Unimpaired Class, and the Holders of Class 6 Claims shall be conclusively deemed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Class 6 Claims are not entitled to vote to accept or reject this Plan.

8. Class 7 – Subordinated Notes Claims

(a) *Classification:* Class 7 consists of the Subordinated Notes Claims.

(b) *Allowance:* On the Effective Date, the Subordinated Notes Claims shall be deemed Allowed in an aggregate amount equal to $291,222,736.98 million.

(c) *Treatment:* On the Effective Date, the Distribution Agent shall receive for and on behalf of each and every Holder of an Allowed Subordinated Notes Claim, in full satisfaction, settlement, discharge and release of, and in exchange for, such Claim, 98,000,000 shares of the New Common Stock. The Distribution Agent shall promptly distribute the New Common Stock on a Pro Rata basis to the Holders of Allowed Subordinated Notes Claims.

(d) *Voting:* Class 7 is Impaired, and Holders of Class 7 Claims are entitled to vote to accept or reject this Plan.

9. Class 8 – Intercompany Claims

(a) *Classification*: Class 8 consists of the Intercompany Claims.

(b) *Treatment*: Notwithstanding the substantive consolidation of the Debtors for voting and distribution purposes under the Plan, on the Effective Date, all Class 8 Intercompany Claims shall be Reinstated.

(c) *Voting*: Class 8 is an Unimpaired Class, and the Holders of Class 8 Claims will be conclusively deemed to have accepted this Plan. Therefore, Holders of Class 8 Claims will not be entitled to vote to accept or reject this Plan.

10. Class 9 – Accuride Preferred Equity Interests

(a) *Classification:* Class 9 consists of all of the Accuride Preferred Equity Interests

(b) *Treatment*: On the Effective Date, immediately after the Accuride Other Equity Interests are canceled, the Accuride Preferred Equity Interests shall be redeemed in accordance with Section 3 of the Certificate of Designation of Series A Preferred Stock of Accuride Corporation (the "*Certificate of Designation*") and the Holder of the Accuride Preferred Equity Interests shall, upon surrender of the Accuride Preferred Equity Interests, receive the $100 liquidation preference in Cash. In accordance with the Certificate of Designation, from and after notice of redemption, the Accuride Preferred Equity Interests shall no longer be, or be deemed to be, outstanding for any purpose, and all rights, preferences and powers (including voting rights and powers) of the Accuride Preferred Equity Interests shall automatically cease and terminate.

(c) *Voting:* Class 9 is an Unimpaired Class, and the Holders of Class 9 Equity Interests shall be conclusively deemed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Class 9 Equity Interests are not entitled to vote to accept or reject this Plan.

11. Class 10 – Accuride Other Equity Interests

(a) *Classification*: Class 10 consists of all of the Accuride Other Equity Interests.

(b) *Treatment*: On the Effective Date, all Class 10 Equity Interests shall be deemed canceled and shall be of no further force and effect, whether surrendered for cancellation or otherwise. In the event Class 10 votes to reject the Plan, the Holders of Class 10 Equity Interests shall not receive any distribution or retain any property on account of such Class 10 Equity Interests. In the event that Class 7 and Class 10 vote to accept the Plan, on the Initial Distribution Date, each holder of Accuride Other Equity

Interests as of the Distribution Record Date shall receive a Pro Rata share of 2,000,000 shares of the New Common Stock and its Pro Rata share of the New Warrants in satisfaction of its Class 10 Equity Interests.

(c) *Voting*: Class 10 is Impaired, and the Holders of Class 10 Equity Interests are entitled to vote to accept or reject this Plan.

12. Class 11 -- Equity Interests in Subsidiaries

(a) *Classification:* Class 11 consists of the Equity Interests in the Subsidiaries.

(b) *Treatment:* On the Effective Date, the Reorganized Debtors shall retain the Equity Interests they hold in the Subsidiaries.

(c) *Voting:* Class 11 is an Unimpaired Class, and the Holders of Class 11 Equity Interests shall be conclusively deemed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Class 11 Equity Interests are not entitled to vote to accept or reject this Plan.

C. Special Provision Governing Unimpaired Claims

Except as otherwise provided herein, nothing under this Plan shall affect the Debtors' rights in respect of any Unimpaired Claims, including, without limitation, all rights in respect of legal and equitable defenses to or setoffs or recoupments against any such Unimpaired Claims.

D. Discharge of Claims

Except as otherwise provided herein and effective as of the Effective Date: (i) the rights afforded herein and the treatment of all Claims and Equity Interests shall be in exchange for and in complete satisfaction, settlement, discharge, and release of all Claims and Equity Interests of any nature whatsoever, including (except in the case of postpetition interest comprising part of the Prepetition First Out Credit Agreement Claim or the DIP Facility Claim) any interest accrued on such Claims from and after the Petition Date, against the Debtors or any of their assets, property, or Estates; (ii) this Plan shall bind all Holders of Claims and Equity Interests, notwithstanding whether any such Holders abstained from voting to accept or reject this Plan or voted to reject this Plan; (iii) all Claims and Equity Interests shall be satisfied, discharged, and released in full, and the Debtors' liability with respect thereto shall be extinguished completely, including any liability of the kind specified under section 502(g) of the Bankruptcy Code; and (iv) all Entities shall be precluded from asserting against the Debtors, the Debtors' Estates, the Reorganized Debtors, each of their successors and assigns, and each of their assets and properties, any other Claims or Equity Interests based upon any documents, instruments or any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date.

ARTICLE IV.

ACCEPTANCE OR REJECTION OF THE PLAN

A. Presumed Acceptance of Plan

Classes 1, 2, 3, 5, 6, 8, 9 and 11 are Unimpaired under this Plan, and are, therefore, presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code.

B. Voting Classes

Each Holder of an Allowed Claim or Allowed Equity Interest as of the applicable Voting Record Date in each of the Voting Classes (Classes 4A, 4B, 7 and 10) shall be entitled to vote to accept or reject this Plan.

C. Acceptance by Impaired Classes of Claims and Equity Interests

Pursuant to section 1126(c) of the Bankruptcy Code and except as otherwise provided in section 1126(e) of the Bankruptcy Code, an Impaired Class of Claims has accepted this Plan if the Holders of at least two-thirds in dollar amount and more than one-half in number of the Allowed Claims in such Class actually voting have voted to accept this Plan. Pursuant to section 1126(d) of the Bankruptcy Code and except as otherwise provided in section 1126(e) of the Bankruptcy Code, a Class of Equity Interests has accepted this Plan if at least two-thirds in amount of the Allowed Equity Interests in such Class actually voting have voted to accept this Plan.

D. Confirmation Pursuant to Section 1129(b) of the Bankruptcy Code

The Debtors request confirmation of this Plan under section 1129(b) of the Bankruptcy Code with respect to any Impaired Class that does not accept this Plan pursuant to section 1126 of the Bankruptcy Code. The Debtors reserve the right to modify this Plan or any Exhibit or Plan Schedule in order to satisfy the requirements of section 1129(b) of the Bankruptcy Code, if necessary.

ARTICLE V.

MEANS FOR IMPLEMENTATION OF THE PLAN

A. General Settlement of Claims

Pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, distributions, releases and other benefits provided under this Plan, upon the Effective Date, the provisions of this Plan shall constitute a good faith compromise and settlement of all Claims and Equity Interests and controversies resolved pursuant to this Plan.

B. Substantive Consolidation of Claims and Equity Interests against Debtors for Plan Purposes Only

The Plan is premised on the substantive consolidation of all of the Debtors with respect to the voting and treatment of all Claims and Equity Interests except for the Other Secured Claims in Class 2 and Secured Tax Claims in Class 3, as provided below. The Plan does not contemplate substantive consolidation of the Debtors with respect to the Class 2 Claims or Class 3 Claims, which shall be deemed to apply separately with respect to the Plan proposed by each Debtor. This Plan shall serve as a request by the Debtors, in lieu of a separate motion, to the Bankruptcy Court, that it grant substantive consolidation with respect to the voting and treatment of all Claims and Equity Interests other than Class 2 Claims and Class 3 Claims as follows: on the Effective Date, (a) Class 8 Intercompany Claims will not be taken into account for voting or treatment purposes under this Plan (although such Claims will be Reinstated); (b) all assets and liabilities of the Debtors will be merged or treated as though they were merged (except to the extent they secure any Allowed Other Secured Claim or Allowed Secured Tax Claim); (c) all guarantees of the Debtors of the obligations of any other Debtor and any joint or several liability of any of the Debtors shall be eliminated; and (d) each and every Claim or Interest (except for Other Secured Claims and Secured Tax Claims) against any Debtor shall be deemed Filed against the consolidated Debtors and all Claims (except for Other Secured Claims and Secured Tax Claims) Filed against more than one Debtor for the same liability shall be deemed one Claim against any obligation of the consolidated Debtors. For the avoidance of doubt, the Debtors will not be substantively consolidated for any purpose other than as set forth in the Plan or Confirmation Order.

C. Corporate Existence

The Debtors shall continue to exist after the Effective Date as separate legal entities, with all the powers of corporations, memberships, partnerships and other entities, as applicable, pursuant to the applicable law in their states of incorporation or organization and pursuant to the Amended Organizational Documents.

D. Vesting of Assets in the Reorganized Debtors

Except as otherwise provided in this Plan or the Confirmation Order, on or after the Effective Date, all property and assets of the Estates (including, without limitation, Causes of Action and, unless otherwise waived or released pursuant to an order of the Bankruptcy Court or this Plan, Avoidance Actions) and any property and assets acquired by the Debtors pursuant hereto shall vest in the Reorganized Debtors, free and clear of all Liens, Claims, charges or other encumbrances. Except as may be provided herein, on and after the Effective Date, the Reorganized Debtors may operate their businesses and may use, acquire or dispose of property and compromise or settle any Claims without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, other than those restrictions expressly imposed by this Plan and the Confirmation Order. Without limiting the foregoing, the Reorganized Debtors shall pay the charges that they incur after the Effective Date for Professionals' fees, disbursements, expenses or related support services (including reasonable fees relating to the preparation of Professional fee applications) in the ordinary course of business and without application or notice to, or order of, the Bankruptcy Court.

E. Restructured Credit Facility and Sources of Cash for Plan Distributions

On the Effective Date, the Reorganized Debtors shall be authorized to execute and deliver the Restructured Credit Facility Agreement, as well as execute, deliver, file, record and issue any notes, guarantees, documents (including UCC financing statements), or agreements in connection therewith, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Entity (other than expressly required by the Restructured Credit Facility Agreement). Except as otherwise provided in this Plan or the Confirmation Order, all Cash necessary for the Reorganized Debtors to make payments required pursuant to this Plan will be obtained from the Reorganized Debtors' Cash balances, including Cash from operations and the proceeds of the Rights Offering. Cash payments to be made pursuant to this Plan will be made by the Reorganized Debtors.

F. New Common Stock; New Warrants

On the Effective Date, Reorganized Accuride shall issue New Common Stock to Holders of Allowed Subordinated Notes Claims and, if Class 7 and Class 10 vote to accept the Plan, to Holders of Allowed Accuride Other Equity Interests, in each case, pursuant to the terms set forth herein. The aggregate number of shares of New Common Stock to be authorized on the Effective Date shall be 800,000,000 shares. The aggregate number of shares of New Common Stock to be issued on the Effective Date shall be (i) 122,500,000 shares if Class 7 votes to accept the Plan but Class 10 votes to reject the Plan or (ii) 125,000,000 shares if both Class 7 and Class 10 vote to accept the Plan. From and after the Effective Date, Reorganized Accuride shall use its best efforts to list the New Common Stock on a national securities exchange.

In the event that Class 7 and Class 10 vote to accept the Plan, on the Effective Date, Reorganized Accuride shall issue New Warrants to Holders of Allowed Accuride Other Equity Interests pursuant to the terms set forth herein.

G. *Registration Agreement*

On the Effective Date, Accuride shall be authorized to enter into and consummate the transactions contemplated by the Registration Agreement and such document, and any agreement or document entered into in connection therewith, shall become effective and binding in accordance with their respective terms and conditions upon the parties thereto, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Entity (other than as expressly required by the Registration Agreement.

H. *Rights Offering*

1. Issuance of Rights; New Indenture.

Each Rights Offering Participant will receive Subscription Rights to subscribe for its Pro Rata Share of the Rights Offering Notes for an aggregate purchase price equal to the applicable Subscription Payment Amount. In accordance with the Backstop Commitment Agreement, the Backstop Investors have committed to purchase all Remaining Rights Offering

Notes. The Rights Offering Notes, including the Remaining Rights Offering Notes, will be issued to the Rights Offering Participants and/or the Backstop Investors, as applicable, for an aggregate purchase price equal to the Rights Offering Amount. The Rights Offering Notes shall be subject to the terms of the New Indenture. On the Effective Date, Accuride shall be authorized to enter into and consummate the transactions contemplated by the New Indenture and any agreement or document entered into in connection therewith, and the New Indenture and all such agreements and documents shall become effective and binding in accordance with their respective terms and conditions upon the parties thereto, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Entity (other than as expressly required by the New Indenture).

2. Subscription Period.

The Rights Offering shall commence on the Subscription Commencement Date and shall expire on the Subscription Deadline. Each Rights Offering Participant that intends or desires to participate in the Rights Offering must affirmatively elect to exercise its Subscription Rights, and provide written notice thereof to the Entities specified in the Subscription Form, on or prior to the Subscription Deadline in accordance with the terms of this Plan and the Subscription Form. All Remaining Rights Offering Notes shall be allocated to the Backstop Investors on the Subscription Deadline, and shall be purchased by the Backstop Investors on the Effective Date, all in accordance with the terms and conditions of the Backstop Commitment Agreement.

3. Exercise of Subscription Rights and Payment of Subscription Payment Amount.

On the Subscription Commencement Date, Accuride or another applicable Distribution Agent will mail the Subscription Form to each Rights Offering Participant known as of the Rights Offering Record Date, together with appropriate instructions for the proper completion, due execution, and timely delivery of the Subscription Form, as well as instructions for the payment of the eventual Subscription Payment Amount for that portion of the Subscription Rights sought to be exercised by such Person. The Debtors may adopt such additional detailed procedures consistent with the provisions of this Plan to more efficiently administer the exercise of the Subscription Rights.

In order to exercise the Subscription Rights, each Rights Offering Participant must return a duly completed Subscription Form (making a binding and irrevocable commitment to participate in the Rights Offering) to the Debtors or other Entity specified in the Subscription Form so that such form is actually received by the Debtors or such other Entity on or before the Subscription Deadline. If the Debtors or such other Entity for any reason does not receive from a given holder of Subscription Rights a duly completed Subscription Form on or prior to the Subscription Deadline, then such holder shall be deemed to have forever and irrevocably relinquished and waived its right to participate in the Rights Offering. On the Subscription Notification Date, the Debtors will notify each Rights Offering Purchaser of its respective allocated portion of Rights Offering Notes, and in the case of the Backstop Investors, the Debtors will notify each Backstop Investor as soon as practicable after the Subscription Deadline and, in any event, at least four (4) Business Days prior to the Effective Date, of its portion of the

Remaining Rights Offering Notes that such Backstop Investor is obligated to purchase pursuant to the Backstop Commitment Agreement and the purchase price therefor. Each Rights Offering Purchaser (other than the Backstop Investors, whose payments will be received by the Debtors on the Effective Date in accordance with the Backstop Commitment Agreement) must tender its Subscription Payment Amount to the Debtors so that it is actually received on or prior to the Subscription Payment Date. In the event the Debtors receive any payments for the exercise of Subscription Rights prior to the Effective Date, such payments shall be held in a separate account until the Effective Date. In the event the conditions to the Effective Date are not met or waived, such payments shall be returned, without accrual or payment of any interest thereon, to the applicable Rights Offering Purchaser, without reduction, offset or counter-claim.

4. No Transfer; Detachment Restrictions; No Revocation.

The Subscription Rights are not Transferable or detachable. Any such Transfer or detachment, or attempted Transfer or detachment, will be null and void and the Debtors will not treat any purported transferee of the Subscription Rights separate from the Subordinated Notes Claims as the holder of any Subscription Rights. Once a Rights Offering Participant has exercised any of its Subscription Rights by properly executing and delivering a Subscription Form to the Debtors or other Entity specified in the Subscription Form, such exercise may only be revoked, rescinded or annulled in the sole discretion of the Debtors or Reorganized Debtors.

5. Distribution of Rights Offering Notes.

On, or as soon as reasonably practicable after, the Effective Date, Reorganized Accuride or another applicable Distribution Agent shall distribute the Rights Offering Notes purchased by each Rights Offering Purchaser or Backstop Investor to such Rights Offering Purchaser or Backstop Investor.

6. Validity of Exercise of Subscription Rights.

All questions concerning the timeliness, validity, form, and eligibility of any exercise, or purported exercise, of Subscription Rights shall be determined by the Debtors or Reorganized Debtors. The Debtors or Reorganized Debtors, in their discretion reasonably exercised in good faith, may waive any defect or irregularity, or permit a defect or irregularity to be corrected within such times as they may determine, or reject the purported exercise of any Subscription Rights. A Subscription Form shall be deemed not to have been received or accepted until all irregularities have been waived or cured within such time as the Debtors or Reorganized Debtors determine in their discretion reasonably exercised in good faith. The Debtors or Reorganized Debtors will use commercially reasonable efforts to give written notice to any Rights Offering Participant regarding any defect or irregularity in connection with any purported exercise of Subscription Rights by such Person and may permit such defect or irregularity to be cured within such time as they may determine in good faith to be appropriate; provided, however, that neither the Debtors and Reorganized Debtors nor any of their Related Persons shall incur any liability for giving, or failing to give, such notification and opportunity to cure.

7. Rights Offering Proceeds.

The proceeds of the Rights Offering will fund Cash payments required to be made under this Plan, including, without limitation, Transaction Expenses, the Prepetition Last Out Payment Amount and repayment of the DIP Facility Claims, and be used for general corporate purposes by the Reorganized Debtors after the Effective Date.

I. Equity Incentive Program

As soon as practical after the Effective Date, the New Board will adopt and implement the Equity Incentive Program without further notice to or order of the Bankruptcy Court, or the vote, consent, authorization or approval of any Entity or shareholder. The approval of this Plan constitutes approval of the Equity Incentive Program pursuant to Section 303 of the Delaware General Corporate Law.

J. Issuance of New Securities and Related Documentation

On the Effective Date, Reorganized Accuride is authorized to and shall issue, the New Securities and Documents, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Entity. The issuance of the New Securities and Documents and the distribution thereof under this Plan, the distribution and exercise of the Subscription Rights, the issuance and distribution of New Common Stock upon exercise of the New Warrants (assuming both Class 7 and Class 10 vote to accept the Plan) and the issuance and distribution of New Common Stock upon conversion of the New Notes shall be exempt from registration under applicable securities laws pursuant to section 1145(a) of the Bankruptcy Code, Section 4(2) of the Securities Act and/or other applicable exemptions. Without limiting the effect of section 1145 of the Bankruptcy Code, all financing documents, agreements, and instruments entered into and delivered on or as of the Effective Date contemplated by or in furtherance of this Plan, including, without limitation, the Restructured Credit Facility Agreement, the New Indenture, the Registration Agreement, the New Notes and any other agreement or document related to or entered into in connection with any of the foregoing, shall become, and the Backstop Commitment Agreement shall remain, effective and binding in accordance with their respective terms and conditions upon the parties thereto, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Entity (other than as expressly required by such applicable agreement).

Upon the Effective Date, after giving effect to the transactions contemplated hereby, the authorized capital stock or other equity securities of the Reorganized Debtors shall be that number of shares of New Common Stock as may be designated in the Amended Organizational Documents. Without limiting the effect of section 1145 of the Bankruptcy Code, on the Effective Date, Accuride will enter into the Registration Agreement with each Person (a) who by virtue of the issuance by Accuride to such Person on the Effective Date of the New Common Stock and/or New Notes, as the case may be, and/or its relationship with Accuride (i) holds New Notes or New Common Stock that are "restricted" (as such term is used within the meaning of the applicable securities laws) because acquired in a private placement under Section 4(2) of the

Securities Act, or (ii) could otherwise reasonably be deemed to be an "underwriter" or "affiliate" (as such terms are used within the meaning of applicable securities laws) of Accuride, and (b) who requests in writing that Accuride execute such agreement. In connection with the distribution of New Common Stock to current or former employees of the Debtors, Accuride may take whatever actions are necessary to comply with applicable federal, state, local and international tax withholding obligations, including withholding from distributions a portion of the New Common Stock and selling such securities to satisfy tax withholding obligations including, without limitation, income, social security and Medicare taxes.

K. Release of Liens, Claims and Equity Interests

Except as otherwise provided herein or in any contract, instrument, release or other agreement or document entered into or delivered in connection with this Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to Article VII hereof, all Liens, Claims, Equity Interests, mortgages, deeds of trust, or other security interests against the property of the Estates shall be fully released, terminated, extinguished and discharged, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Entity. Any Entity holding such Liens or interests shall, pursuant to section 1142 of the Bankruptcy Code, promptly execute and deliver to the Reorganized Debtors such instruments of termination, release, satisfaction and/or assignment (in recordable form) as may be reasonably requested by the Reorganized Debtors.

L. Certificate of Incorporation and Bylaws

The Amended Organizational Documents shall amend or succeed the certificates or articles of incorporation, by-laws, membership agreements, partnership agreements and other organizational documents of the Debtors to satisfy the provisions of this Plan and the Bankruptcy Code, and shall (i) include, among other things, pursuant to section 1123(a)(6) of the Bankruptcy Code, a provision prohibiting the issuance of non-voting equity securities, but only to the extent required by section 1123(a)(6) of the Bankruptcy Code; (ii) authorize the issuance of New Common Stock in an amount not less than the amount necessary to permit the distributions thereof required or contemplated by this Plan; (iii) to the extent necessary or appropriate, include restrictions on the Transfer of New Common Stock; and (iv) to the extent necessary or appropriate, include such provisions as may be needed to effectuate and consummate this Plan and the transactions contemplated herein. After the Effective Date, the Reorganized Debtors may amend and restate their certificates or articles of incorporation and by-laws, and other applicable organizational documents, as permitted by applicable law.

M. Directors and Officers of Reorganized Accuride

The New Board shall initially consist of up to seven (7) directors, who shall consist of the Chief Executive Officer of Reorganized Accuride and six (6) directors to be designated by the Ad Hoc Noteholders Group Professionals and consented to by the Debtors or to be otherwise agreed upon between the Ad Hoc Noteholders Group and the Debtors, and, which directors shall be identified in the Plan Supplement as Plan Schedule 4. Any directors elected pursuant to this Section shall be subject to approval of the Bankruptcy Court pursuant to section 1129(a)(5) of

the Bankruptcy Code. As of the Effective Date, the initial officers of the Reorganized Debtors shall be the officers of the Debtors existing immediately prior to the Effective Date and the existing directors of the Reorganized Debtors other than Reorganized Accuride shall be the directors of such Debtors immediately prior to the Effective Date. Pursuant to section 1129(a)(5) of the Bankruptcy Code, the Debtors will disclose, at or prior to the Confirmation Hearing, the identity and affiliations of any Person proposed to serve on the initial board of directors of the Reorganized Debtors, and, to the extent such Person is an insider other than by virtue of being a director, the nature of any compensation for such Person. Each such director and officer shall serve from and after the Effective Date pursuant to applicable law and the terms of the Amended Organizational Documents and the other constituent and organizational documents of the Reorganized Debtors. The existing board of directors of Accuride will be deemed to have resigned on and as of the Effective Date, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Entity.

N. Corporate Action

Each of the Debtors and the Reorganized Debtors, as applicable, may take any and all actions to execute, deliver, File or record such contracts, instruments, releases and other agreements or documents and take such actions as may be necessary or appropriate to effectuate and implement the provisions of this Plan, including, without limitation, the distribution of the securities to be issued pursuant hereto in the name of and on behalf of the Reorganized Debtors and in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by the security holders, officers or directors of the Debtors or the Reorganized Debtors and as applicable or by any other Person (except for those expressly required pursuant hereto).

Prior to, on or after the Effective Date (as appropriate), all matters provided for pursuant to this Plan that would otherwise require approval of the stockholders, directors or members of any Debtor (as of prior to the Effective Date) shall be deemed to have been so approved and shall be in effect prior to, on or after the Effective Date (as appropriate) pursuant to applicable law and without any requirement of further action by the stockholders, directors, managers or partners of such Debtor, or the need for any approvals, authorizations, actions or consents of any Person.

All matters provided for in this Plan involving the legal or corporate structure of any Debtor or any Reorganized Debtor, as applicable, and any legal or corporate action required by any Debtor or any Reorganized Debtor as applicable, in connection with this Plan, shall be deemed to have occurred and shall be in full force and effect in all respects, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by the security holders, officers or directors of any Debtor or any Reorganized Debtor, as applicable, or by any other Person. On the Effective Date, the appropriate officers of each Debtor and each Reorganized Debtor, as applicable, are authorized to issue, execute, and deliver, and consummate the transactions contemplated by, the contracts, agreements, documents, guarantees, pledges, consents, securities, certificates, resolutions and instruments contemplated by or described in this Plan in the name of and on behalf of the Debtor and each Reorganized Debtor,

as applicable, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by any Person. The secretary and any assistant secretary of each Debtor and each Reorganized Debtor as applicable, shall be authorized to certify or attest to any of the foregoing actions.

O. Cancellation of Notes, Certificates and Instruments

On the Effective Date, except to the extent otherwise provided herein with respect to "Collateral Documents" under the Prepetition Credit Agreement that shall continue in effect and become "Collateral Documents" under the Restated Credit Facility Agreement or otherwise, all notes, stock, instruments, certificates, agreements and other documents evidencing the DIP Facility Claims, Prepetition First Out Credit Agreement Claims, Prepetition Last Out Credit Agreement Claims, Subordinated Notes Claims, Accuride Preferred Equity Interests and Accuride Other Equity Interests shall be canceled, and the obligations of the Debtors thereunder or in any way related thereto shall be fully released, terminated, extinguished and discharged, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by any Person.

On the Effective Date, except to the extent otherwise provided herein, the Indenture shall be deemed to be canceled, as permitted by section 1123(a)(5)(F) of the Bankruptcy Code, and the obligations of the Debtors thereunder shall be fully released, terminated, extinguished and discharged. The Indenture shall continue in effect solely for the purposes of: (1) allowing Holders of the Subordinated Notes Claims to receive distributions under this Plan; and (2) allowing and preserving the rights of the Indenture Trustee to (a) make distributions in satisfaction of Allowed Subordinated Notes Claims, (b) exercise its charging liens against any such distributions, and (c) seek compensation and reimbursement for any fees and expenses incurred in making such distributions. Upon completion of all such distributions, the Subordinated Notes and the Indenture shall terminate completely. From and after the Effective Date, the Indenture Trustee shall have no duties or obligations under the Indenture other than to make distributions. As of the Effective Date, the Subordinated Notes shall be surrendered to the Indenture Trustee in accordance with the terms of the Indenture. All surrendered and canceled Subordinated Notes held by the Indenture Trustee shall be disposed of in accordance with the applicable terms and conditions of the Indenture.

ARTICLE VI.

TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. Assumption and Rejection of Executory Contracts and Unexpired Leases

On the Effective Date, all Executory Contracts and Unexpired Leases of the Debtors will be deemed assumed in accordance with, and subject to, the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code, except for those Executory Contracts (including, without limitation, employment agreements) and Unexpired Leases that:

(i) have been rejected by order of the Bankruptcy Court;

(ii) are the subject of a motion to reject pending on the Effective Date;

(iii) are identified on Plan Schedule 5 hereto or in the Plan Supplement (in either case which Exhibit may be amended by the Debtors to add or remove Executory Contracts and Unexpired Leases by filing with the Bankruptcy Court an amended Exhibit and serving it on the affected contract parties at least ten (10) days prior to the Voting Deadline); or

(iv) are rejected pursuant to the terms of this Plan.

Without amending or altering any prior order of the Bankruptcy Court approving the assumption or rejection of any Executory Contract or Unexpired Lease, entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of such assumptions and rejections pursuant to sections 365(a) and 1123 of the Bankruptcy Code. To the extent any provision in any Executory Contract or Unexpired Lease assumed pursuant to this Plan (including, without limitation, any "change of control" provision) restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, the Reorganized Debtors' assumption of such Executory Contract or Unexpired Lease, then such provision shall be deemed modified such that the transactions contemplated by this Plan shall not entitle the non-debtor party thereto to terminate such Executory Contract or Unexpired Lease or to exercise any other default-related rights with respect thereto. Each Executory Contract and Unexpired Lease assumed pursuant to this Article VI shall revest in and be fully enforceable by the Reorganized Debtors in accordance with its terms, except as modified by the provisions of this Plan, any order of the Bankruptcy Court authorizing and providing for its assumption, or applicable law.

B. Assignment of Executory Contracts or Unexpired Leases

In the event of an assignment of an Executory Contract or Unexpired Lease, at least twenty (20) days prior to the Confirmation Hearing, the Debtors shall serve upon counterparties to such Executory Contracts and Unexpired Leases, a notice of the proposed assumption and assignment, which will: (a) list the applicable cure amount, if any; (b) identify the party to which the Executory Contract or Unexpired Lease will be assigned; (c) describe the procedures for filing objections thereto; and (d) explain the process by which related disputes will be resolved by the Bankruptcy Court; additionally, the Debtors shall file with the Bankruptcy Court a list of such Executory Contracts and Unexpired Leases to be assigned and the proposed cure amounts. Any applicable cure amounts shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the cure amount in Cash on the Effective Date or on such other terms as the parties to such Executory Contracts or Unexpired Leases may otherwise agree.

Any objection by a counterparty to an Executory Contract or Unexpired Lease to a proposed assignment or any related cure amount must be filed, served and actually received by the Debtors at least five (5) days prior to the Confirmation Hearing. Any counterparty to an Executory Contract and Unexpired Lease that fails to object timely to the proposed assignment or cure amount will be deemed to have consented to such assignment of its Executory Contract or Unexpired Lease. The Confirmation Order shall constitute an order of the Bankruptcy Court

approving any proposed assignments of Executory Contracts or Unexpired Leases pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date.

In the event of a dispute regarding (a) the amount of any cure payment, (b) the ability of any assignee to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the Executory Contract or Unexpired Lease to be assigned or (c) any other matter pertaining to assignment, the applicable cure payments required by section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a Final Order or orders resolving the dispute and approving the assignment. If an objection to assignment or cure amount is sustained by the Bankruptcy Court, the Reorganized Debtors in their sole option, may elect to reject such Executory Contract or Unexpired Lease in lieu of assuming and assigning it.

C. Rejection of Executory Contracts or Unexpired Leases

All Executory Contracts and Unexpired Leases listed on Plan Schedule 5 shall be deemed rejected as of the Effective Date. The Confirmation Order shall constitute an order of the Bankruptcy Court approving the rejections described in this Article VI pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date.

D. Claims on Account of the Rejection of Executory Contracts or Unexpired Leases

All Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, pursuant to this Plan or the Confirmation Order, if any, must be filed with the Bankruptcy Court within thirty (30) days after the date of entry of an order of the Bankruptcy Court (including the Confirmation Order) approving such rejection. The Debtor or Reorganized Debtor, as the case may be, will provide notice of such rejection and specify the appropriate deadline for the filing of such Proof of Claim.

Any Entity that is required to file a Proof of Claim arising from the rejection of an Executory Contract or an Unexpired Lease that fails to timely do so shall be forever barred, estopped and enjoined from asserting such Claim, and such Claim shall not be enforceable, against the Debtors, the Reorganized Debtors or the Estates, and the Debtors, the Reorganized Debtors and their Estates and property shall be forever discharged from any and all indebtedness and liability with respect to such Claim unless otherwise ordered by the Bankruptcy Court or as otherwise provided herein. All such Claims shall, as of the Effective Date, be subject to the permanent injunction set forth in Article X.F hereof.

E. Cure of Defaults for Assumed Executory Contracts and Unexpired Leases

Any monetary defaults under each Executory Contract and Unexpired Lease to be assumed pursuant to this Plan shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the default amount in Cash as and when due in the ordinary course of business or on such other terms as the parties to such Executory Contracts or Unexpired Leases may otherwise agree.

Any objection by a counterparty to an Executory Contract or Unexpired Lease to a proposed assumption must be filed, served and actually received by the Debtors at least ten (10)

days prior to the Confirmation Hearing. Any counterparty to an Executory Contract and Unexpired Lease that fails to object timely to the proposed assumption will be deemed to have assented and will be deemed to have forever released and waived any objection to the proposed assumption other than with respect to any alleged cure amount, which may be asserted at any time. In the event of a dispute regarding (1) the amount of any payments to cure a default, (2) the ability of the Reorganized Debtors or any assignee to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the contract or lease to be assumed or (3) any other matter pertaining to assumption, the cure payments required by section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a Final Order or orders resolving the dispute and approving the assumption. If an objection to cure is sustained by the Bankruptcy Court, the Debtors or Reorganized Debtors, as applicable, in their sole option, may elect to reject such Executory Contract or Unexpired Lease in lieu of assuming it.

F. Assumption of Director and Officer Insurance Policies

The Debtors, and upon the Effective Date, the Reorganized Debtors, shall assume all of the D&O Liability Insurance Policies pursuant to section 365(a) of the Bankruptcy Code. Unless previously effectuated by separate order entered by the Bankruptcy Court, entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the Debtors' foregoing assumption of each of the D&O Liability Insurance Policies. Notwithstanding anything to the contrary contained herein, confirmation of this Plan shall not discharge, impair or otherwise modify any indemnity obligations assumed by the foregoing assumption of the D&O Liability Insurance Policies, and each such indemnity obligation shall be deemed and treated as an Executory Contract that has been assumed by the Debtors hereunder as to which no Proof of Claim need be Filed. Notwithstanding anything to the contrary contained herein, confirmation of this Plan shall not impair or otherwise modify any rights of the Reorganized Debtors under the D&O Liability Insurance Policies.

G. Indemnification Provisions

Except as otherwise provided herein, all indemnification provisions currently in place (whether in the by-laws, certificate of incorporation, board resolutions, contracts, or otherwise) for the directors, officers and employees of the Debtors who served in such capacity as of the Petition Date with respect to or based upon any act or omission taken or omitted in such capacities, for or on behalf of the Debtors, will be Reinstated (or assumed, as the case may be), and shall survive effectiveness of this Plan; provided, however, that no indemnification provisions for any Non-Released Party shall survive the Effective Date.

H. Compensation and Benefit Programs

Except as otherwise provided in this Plan or any order of the Bankruptcy Court, all employment and severance policies, and all compensation and benefit plans, policies, and programs of the Debtors applicable to its employees, retirees, and non-employee directors and the employees and retirees of its subsidiaries, including, without limitation, all savings plans, retirement plans, healthcare plans, disability plans, severance benefit plans, incentive plans, life, and accidental death and dismemberment insurance plans, are treated as Executory Contracts under this Plan and on the Effective Date will be assumed pursuant to the provisions of sections

365 and 1123 of the Bankruptcy Code. Any payment obligations under any assumed employment contracts and benefit plans that have been or purport to have been accelerated as a result of the commencement of this Chapter 11 Case or the consummation of any transactions contemplated by this Plan shall be Reinstated and such acceleration shall be rescinded and deemed not to have occurred.

Accuride Corporation, Transportation Technologies Industries, Inc., Accuride Erie, L.P. and Gunite Corporation are the contributing sponsors for the Accuride Retirement Plan, the Transportation Technologies Industries, Inc. Salaried Pension Plan, the Transportation Technologies Industries, Inc. Bargaining Unit Pension Plan, the Accuride Erie Hourly Employee Pension Plan, the Gunite Corporation Hourly-Rate Employee Pension Plan (Elkhart), and the Gunite Corporation Rockford (UAW) Hourly-Rated Employees Pension Plan, respectively ("Pension Plans"). The Pension Plans are covered by Title IV of the Employee Retirement Income Security Act of 1974, as amended, ("ERISA"), 29 U.S.C. section 1301 et seq. The Pension Benefit Guaranty Corporation ("PBGC"), a United States Government corporation, guarantees the payment of certain pension benefits upon termination of a pension plan covered by Title IV of ERISA.

Upon confirmation of the Plan, the Reorganized Debtors will assume and continue to maintain the Pension Plans, and contribute to the Pension Plans the amount necessary to satisfy the minimum funding standards under sections 302 and 303 of ERISA, 29 U.S.C. §§ 1082 and 1083, and sections 412 and 430 of the Internal Revenue Code, 26 U.S.C. §§ 412 and 430. Nothing in the Plan will be construed as discharging, releasing, or relieving Debtors, or their successors, including the Reorganized Debtors, or any party, in any capacity, from any liability imposed under any law or regulatory provision with respect to the Pension Plans or PBGC. PBGC and the Pension Plans will not be enjoined or precluded from enforcing such liability as a result of any provision of the Plan or the Confirmation Order.

I. Workers' Compensation Benefits

Except as otherwise provided in this Plan, as of the Effective Date, the Debtors and the Reorganized Debtors shall continue to honor their obligations under: (i) all applicable workers' compensation laws in states in which the Reorganized Debtors operate; and (ii) the Debtors' written contracts, agreements, agreements of indemnity, self-insurer workers' compensation bonds, and any other policies, programs, and plans regarding or relating to workers' compensation and workers' compensation insurance. All such contracts and agreements are treated as Executory Contracts under this Plan and on the Effective Date will be assumed pursuant to the provisions of sections 365 and 1123 of the Bankruptcy Code. Notwithstanding anything to the contrary contained herein, confirmation of this Plan shall not impair or otherwise modify any rights of the Reorganized Debtors under any such contracts, agreements, policies, programs or plans regarding or relating to workers' compensation or workers' compensation insurance.

ARTICLE VII.

PROVISIONS GOVERNING DISTRIBUTIONS

A. Distributions for Claims and Equity Interests Allowed as of the Effective Date

Except as otherwise provided in the "Treatment" sections in Article III hereof or as ordered by the Bankruptcy Court, distributions to be made on account of Claims and Equity Interests that are Allowed Claims or Equity Interests as of the Effective Date shall be made on the Initial Distribution Date or as soon thereafter as is practicable. Any distribution to be made on the Effective Date pursuant to this Plan shall be deemed as having been made on the Effective Date if such distribution is made on the Effective Date or as soon thereafter as is reasonably practicable. Any payment or distribution required to be made under this Plan on a day other than a Business Day shall be made on the next succeeding Business Day. Distributions on account of Disputed Claims and Equity Interests that first become Allowed Claims and Equity Interests after the Effective Date shall be made pursuant to Article VIII hereof.

B. No Postpetition Interest on Claims

Unless otherwise specifically provided for in this Plan, the Confirmation Order or the DIP Orders, or required by applicable bankruptcy law, postpetition interest shall not accrue or be paid on any Claims, and no Holder of a Claim (other than a Holder of a DIP Facility Claim, a Prepetition First Out Credit Agreement Claim or a Prepetition Last Out Credit Agreement Claim with respect to such applicable Claim) shall be entitled to interest accruing on or after the Petition Date on any Claim.

C. Distributions by Reorganized Accuride or Other Applicable Distribution Agent

Other than as specifically set forth below, Reorganized Accuride or another applicable Distribution Agent shall make all distributions required to be distributed under this Plan. Distributions on account of the DIP Facility Claims, Prepetition Credit Facility Claims and Subordinated Notes Claims shall be made to the DIP Agent, the Prepetition Agent and the Indenture Trustee, respectively. The Reorganized Debtors may employ or contract with other entities to assist in or make the distributions required by this Plan.

D. Delivery and Distributions and Undeliverable or Unclaimed Distributions

1. Record Date for Distributions

On the Distribution Record Date, the Claims Register shall be closed. Accordingly, Reorganized Accuride or other applicable Distribution Agent will have no obligation to recognize the Transfer of, or the sale of any participation in, any Allowed Claim that occurs after the close of business on the Distribution Record Date, and will be entitled for all purposes herein to recognize and distribute securities, property, notices and other documents only to those Holders of Allowed Claims who are Holders of such Claims, or participants therein, as of the close of business on the Distribution Record Date. Reorganized Accuride or any other applicable Distribution Agent shall be entitled to recognize and deal for all purposes under this Plan with only those record holders stated on the Claims Register, or (if no address appears on

the Claims Register) their books and records, as of the close of business on the Distribution Record Date. For purposes of Subordinated Notes Claims, the record Holder thereof as of the Distribution Record Date shall be the Indenture Trustee.

2. Delivery of Distributions in General

Except as otherwise provided herein, Accuride, Reorganized Accuride or another applicable Distribution Agent, as applicable, shall make distributions to Holders of Allowed Claims and Equity Interests, or in care of their authorized agents, as appropriate, at the address for each such Holder or agent as indicated on the Debtors' books and records as of the date of any such distribution; *provided, however*, that the manner of such distributions shall be determined in the sole discretion of the Debtors or the Reorganized Debtors, as applicable; and *provided further*, that if a Holder of an Allowed Claim or Equity Interest Files a Proof of Claim, the address for such Holder shall be deemed to be the address set forth in any Proof of Claim Filed by that Holder.

All distributions to Holders of Subordinated Notes Claims shall be governed by the Indenture and shall be deemed completed when made to the Indenture Trustee. The Indenture Trustee may effect any distribution to Holders of Subordinated Notes Claims through the book-entry transfer facilities of The Depository Trust Company, who shall distribute the same to its participants in accordance with their respective holdings of Subordinated Notes as of the Distribution Record Date.

3. Minimum Distributions

Notwithstanding anything herein to the contrary, no Distribution Agent shall be required to make distributions or payments of less than $25.00 (whether in Cash or otherwise) or to make partial distributions or payments of fractions of dollars. Whenever any payment or distribution of a fraction of a dollar or share of New Common Stock under this Plan would otherwise be called for, the actual payment or distribution will reflect a rounding of such fraction to the nearest whole dollar or share of New Common Stock (up or down), with half dollars and half shares of New Common Stock or less being rounded down.

No Distribution Agent shall have any obligation to make a distribution on account of an Allowed Claim if: (a) the aggregate amount of all distributions authorized to be made on the Subsequent Distribution Date in question is or has an economic value less than $50,000, unless such distribution is a final distribution; or (b) the amount to be distributed to the specific Holder of an Allowed Claim on such Subsequent Distribution Date does not constitute a final distribution to such Holder and is or has an economic value less than $25.00, which shall be treated as an undeliverable distribution under Article VII.D.4 below.

4. Undeliverable Distributions

(a) Holding of Certain Undeliverable Distributions

If the distribution to any Holder of an Allowed Claim or Equity Interest is returned to the Distribution Agent as undeliverable or is otherwise unclaimed, no further distributions shall be made to such Holder unless and until the Distribution Agent is notified in writing of such

Holder's then current address, at which time all currently due missed distributions shall be made to such Holder on the next Subsequent Distribution Date. Undeliverable distributions shall remain in the possession of the Reorganized Debtors, subject to Article VII.D.4(b) hereof, until such time as any such distributions become deliverable. Undeliverable distributions shall not be entitled to any additional interest, dividends or other accruals of any kind on account of their distribution being undeliverable.

(b) Failure to Claim Undeliverable Distributions

Any Holder of an Allowed Claim or Equity Interest (or any successor or assignee or other Person or Entity claiming by, through, or on behalf of, such Holder) that does not assert a right pursuant to this Plan for an undeliverable or unclaimed distribution within one (1) year after the later of the Effective Date or the date such distribution is due shall be deemed to have forfeited its rights for such undeliverable or unclaimed distribution and shall be forever barred and enjoined from asserting any such rights for an undeliverable or unclaimed distribution against the Debtors or their Estates, the Reorganized Debtors or their property. In such cases, any Cash for distribution on account of such rights for undeliverable or unclaimed distributions shall become the property of the Estates free of any restrictions thereon and notwithstanding any federal or state escheat laws to the contrary. Any Cash, New Common Stock, New Notes, New Warrants and/or other New Securities and Documents or other property held for distribution on account of such Claim or Equity Interest shall be canceled and of no further force or effect. Nothing contained in this Plan shall require the Debtors, Reorganized Debtors, or any Distribution Agent to attempt to locate any Holder of an Allowed Claim or Equity Interest.

(c) Failure to Present Checks

Checks issued by the Distribution Agent on account of Allowed Claims shall be null and void if not negotiated within 180 days after the issuance of such check. In an effort to ensure that all Holders of Allowed Claims receive their allocated distributions, no later than 180 days after the issuance of such checks, the Reorganized Debtors shall File with the Bankruptcy Court a list of the Holders of any un-negotiated checks. This list shall be maintained and updated periodically in the sole discretion of the Reorganized Debtors for as long as the Chapter 11 Cases stay open. Requests for reissuance of any check shall be made directly to the Distribution Agent by the Holder of the relevant Allowed Claim or Equity Interest with respect to which such check originally was issued. Any Holder of an Allowed Claim or Equity Interest holding an un-negotiated check that does not request reissuance of such un-negotiated check within 365 days after the date of mailing or other delivery of such check shall have its Claim or Equity Interest for such un-negotiated check discharged and be discharged and forever barred, estopped and enjoined from asserting any such Claim or Equity Interest against the Reorganized Debtors or their property. In such cases, any Cash held for payment on account of such Claims or Equity Interest shall be property of the Reorganized Debtors, free of any Claims or Equity Interests of such Holder with respect thereto. Nothing contained herein shall require the Reorganized Debtors to attempt to locate any Holder of an Allowed Claim or Equity Interest.

E. Compliance with Tax Requirements/Allocations

In connection with this Plan and all distributions hereunder, Reorganized Accuride or another applicable Distribution Agent shall comply with all withholding and reporting requirements imposed by any federal, state, local, or foreign taxing authority, and all distributions hereunder shall be subject to any such withholding and reporting requirements. Reorganized Accuride or other applicable Distribution Agent shall be authorized to take any and all actions that may be necessary or appropriate to comply with such withholding and reporting requirements. All persons holding Claims shall be required to provide any information necessary to effect information reporting and the withholding of such taxes. Notwithstanding any other provision of this Plan to the contrary, each Holder of an Allowed Claim or Equity Interest shall have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any governmental unit, including income, withholding, and other tax obligations, on account of a distribution to such Holder. Any Cash, New Common Stock, New Notes, New Warrants, New Securities and Documents and/or other consideration or property to be distributed pursuant to this Plan shall, pending the implementation of such arrangements, be treated as an undeliverable distribution pursuant to Article VII.D.4 of this Plan.

F. Allocation of Plan Distributions Between Principal and Interest

To the extent that any Allowed Claim entitled to a distribution under this Plan is comprised of indebtedness and accrued but unpaid interest thereon, such distribution shall, to the extent permitted by applicable law, be allocated for income tax purposes to the principal amount of the Claim first and then, to the extent that the consideration exceeds the principal amount of the Claim, to the portion of such Claim representing accrued but unpaid interest.

G. Means of Cash Payment

Payments of Cash made pursuant to this Plan shall be in U.S. dollars and shall be made, at the option and in the sole discretion of the Reorganized Debtors, by (a) checks drawn on, or (b) wire transfer from, a domestic bank selected by the Reorganized Debtors. Cash payments to foreign creditors may be made, at the option of the Reorganized Debtors, in such funds and by such means as are necessary or customary in a particular foreign jurisdiction.

H. Timing and Calculation of Amounts to Be Distributed

On the Initial Distribution Date (or if a Claim or Equity Interest is not an Allowed Claim or Equity Interest on the Effective Date, on the Subsequent Distribution Date occurring after such Claim becomes an Allowed Claim or Equity Interest, or as soon as reasonably practicable thereafter), each Holder of an Allowed Claim or Equity Interest shall receive the full amount of the distributions that this Plan provides for Allowed Claims or Equity Interests in the applicable Class. If and to the extent that there are Disputed Claims or Equity Interests, distributions on account of any such Disputed Claims or Equity Interests shall be made pursuant to the provisions set forth in the applicable class treatment or in Article VIII hereof. Except as otherwise provided herein, Holders of Claims and Equity Interests shall not be entitled to interest, dividends or accruals on the distributions provided for herein, regardless of whether such distributions are delivered on or at any time after the Effective Date.

I. Setoffs

Without altering or limiting any of the rights and remedies of the Debtors and Reorganized Debtors under section 502(d) of the Bankruptcy Code, all of which rights and remedies are hereby reserved, the Debtors and the Reorganized Debtors may, but shall not be required to, withhold (but not setoff except as set forth below) from the distributions called for hereunder on account of any Allowed Claim an amount equal to any claims, Causes of Action and Litigation Claims of any nature that the Debtors or the Reorganized Debtors may hold against the Holder of any such Allowed Claim. In the event that any such claims, Causes of Action or Litigation Claims are adjudicated by Final Order or otherwise resolved against the applicable Holder, the Debtors and Reorganized Debtors may, pursuant to section 553 of the Bankruptcy Code or applicable non-bankruptcy law, set off against any Allowed Claim and the distributions to be made pursuant hereto on account of such Allowed Claim (before any distribution is made on account of such Allowed Claim), the amount of such adjudicated or resolved claims, Causes of Action or Litigation Claims. Neither the failure to effect such a setoff nor the allowance of any Claim hereunder shall constitute a waiver or release by the Debtors or the Reorganized Debtors of any such claims, Causes of Action or Litigation Claims.

J. Surrender of Cancelled Instruments or Securities

As a condition precedent to receiving any distribution pursuant to this Plan on account of an Allowed Claim or Equity Interest evidenced by the instruments, securities, notes, or other documentation canceled pursuant to Article V.O hereto, the Holder of such Claim or Equity Interest shall tender the applicable instruments, securities, notes or other documentation evidencing such Claim or Equity Interest (or a sworn affidavit indentifying the instruments, securities, notes or other documentation formerly held by such Holder and certifying that they have been lost), to Reorganized Accuride or another applicable Distribution Agent unless waived in writing by the Debtors or the Reorganized Debtors, as applicable.

Any Holder of a Claim or Equity Interest that is required, but that fails, to surrender or is deemed to have failed to surrender the applicable note or security required to be tendered hereunder within one (1) year after the Effective Date shall have its Claim and its distribution pursuant to this Plan on account of such Claim or Equity Interest discharged and shall be forever barred from asserting any such Claim or Equity Interest against the Reorganized Debtors or their property. In such cases, any Cash, New Common Stock, New Notes, New Warrants and/or other New Securities and Documents or other property held for distribution on account of such Claim or Equity Interest shall be canceled and of no further force or effect.

K. Lost, Stolen, Mutilated or Destroyed Securities

In addition to any requirements under any applicable agreement and applicable law, any Holder of a Claim or Equity Interest evidenced by a security or note that has been lost, stolen, mutilated, or destroyed shall, in lieu of surrendering such security or note to the extent required by this Plan, deliver to Reorganized Accuride and other applicable Distribution Agents: (x) evidence reasonably satisfactory to Reorganized Accuride and other applicable Distribution Agents of such loss, theft, mutilation, or destruction; and (y) such security or indemnity as may be required by Reorganized Accuride and other applicable Distribution Agents to hold such party

harmless from any damages, liabilities, or costs incurred in treating such individual as a Holder of an Allowed Claim or Allowed Equity Interest. Upon compliance with this Article VII.K as determined by the Debtors or Reorganized Debtors by a Holder of a Claim or Equity Interest evidenced by a security or note, such Holder shall, for all purposes under this Plan, be deemed to have surrendered such security or note to Reorganized Accuride and other applicable Distribution Agents.

ARTICLE VIII.

PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED AND DISPUTED CLAIMS AND EQUITY INTERESTS

A. Resolution of Disputed Claims and Equity Interests

1. Allowance of Claims and Equity Interests

After the Effective Date and subject to the other provisions hereof, the Reorganized Debtors shall have and shall retain any and all rights and defenses that the Debtors had with respect to any Claim or Equity Interest, except with respect to any Claim or Equity Interest deemed Allowed under this Plan or by prior orders of the Bankruptcy Court. Except as expressly provided in this Plan or in any order entered in the Chapter 11 Cases prior to the Effective Date (including, without limitation, the Confirmation Order and the DIP Orders), no Claim or Equity Interest shall become an Allowed Claim unless and until such Claim or Equity Interest is deemed Allowed under this Plan or the Bankruptcy Code or the Bankruptcy Court has entered a Final Order, including, without limitation, the Confirmation Order, in the Chapter 11 Cases allowing such Claim or Equity Interest.

2. Prosecution of Objections to Claims and Equity Interests

After the Confirmation Date but before the Effective Date, the Debtors, and after the Effective Date, the Reorganized Debtors, shall have the exclusive authority to File objections to Claims and settle, compromise, withdraw or litigate to judgment objections to any and all Claims, regardless of whether such Claims or Equity Interests are in an Unimpaired Class or otherwise; provided, however, this provision shall not apply to Professional Fee Claims, Ad Hoc Noteholders Group Fees and Expenses, the Backstop Fee, the Backstop Transaction Expenses, the Cash Backstop Fee or the DIP Facility Claim. From and after the Effective Date, the Reorganized Debtors may settle or compromise any Disputed Claim or Equity Interest without any further notice to or action, order or approval of the Bankruptcy Court. The Reorganized Debtors shall have the sole authority to administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to or action, order or approval of the Bankruptcy Court.

3. Estimation

After the Confirmation Date but before the Effective Date, the Debtors, and after the Effective Date, the Reorganized Debtors may, at any time, request that the Bankruptcy Court estimate (a) any Disputed Claim or Equity Interest pursuant to applicable law and (b) any contingent or unliquidated Claim or Equity Interest pursuant to applicable law, including,

without limitation, section 502(c) of the Bankruptcy Code, and the Bankruptcy Court shall retain jurisdiction under 28 U.S.C. §§ 157 and 1334 to estimate any Disputed Claim or Equity Interest, contingent Claim or Equity Interest or unliquidated Claim or Equity Interest, including during the litigation concerning any objection to any Claim or Equity Interest or during the pendency of any appeal relating to any such objection. All of the aforementioned Claim or Equity Interests and objection, estimation and resolution procedures are cumulative and not exclusive of one another. Claim or Equity Interests may be estimated and subsequently compromised, settled, withdrawn or resolved by any mechanism approved by the Bankruptcy Court. The rights and objections of all parties are reserved in connection with any such estimation proceeding.

4. Deadline to File Objections to Claims and Equity Interests

Any objections to Claims and Equity Interests shall be Filed no later than the Claims Objection Bar Date. Moreover, notwithstanding the expiration of the Claims Objection Bar Date, the Debtors or Reorganized Debtors shall continue to have the right to amend any claims objections and to file and prosecute supplemental objections and counterclaims to a Disputed Claim or Equity Interest until such Disputed Claim or Equity Interest is Allowed or disallowed.

B. No Distributions Pending Allowance

Notwithstanding any other provision of this Plan to the contrary, no payments or distributions of any kind or nature shall be made with respect to the disputed portion of a Disputed Claim or Equity Interest unless and until all objections to such Disputed Claim or Equity Interest have been settled or withdrawn or have been determined by Final Order, and the Disputed Claim or Equity Interest has become an Allowed Claim or Equity Interest; provided, however, that the Debtors shall treat the undisputed portion (if any) of a Disputed Claim as an Allowed Claim.

C. Distributions on Account of Disputed Claims and Equity Interests Once They Are Allowed and Additional Distributions on Account of Previously Allowed Claims and Equity Interests

On each Subsequent Distribution Date (or such earlier date as determined by the Reorganized Debtors in their sole discretion), Reorganized Accuride or another applicable Distribution Agent will make distributions (a) on account of any Disputed Claim or Equity Interest that has become an Allowed Claim or Equity Interest during the preceding ninety (90) days, and (b) on account of previously Allowed Claims or Equity Interests of property that would have been distributed to the Holders of such Claim or Equity Interest on the dates distributions previously were made to Holders of Allowed Claims or Equity Interests in such Class had the Disputed Claims or Equity Interests that have become Allowed Claims or Equity Interests or disallowed by Final Order of the Bankruptcy Court been Allowed or disallowed, as applicable, on such dates. Such distributions will be made pursuant to the applicable provisions of Article III of this Plan.

ARTICLE IX.

CONDITIONS PRECEDENT TO CONFIRMATION AND CONSUMMATION OF THE PLAN

A. Conditions Precedent to Confirmation

Confirmation of this Plan shall be conditioned upon the satisfaction or waiver pursuant to the provisions of Article IX.C hereof of the following:

1. The Bankruptcy Court shall have entered a Final Order in form and in substance satisfactory to the Debtors, the Requisite Independent Supporting Lenders and the Required Noteholders approving the Disclosure Statement with respect to this Plan as containing adequate information within the meaning of section 1125 of the Bankruptcy Code.

2. This Plan and all schedules, documents, supplements and exhibits to this Plan shall have been filed in form and substance acceptable to the Debtors, the Requisite Independent Supporting Lenders and the Required Noteholders.

3. The proposed Confirmation Order shall be in form and substance reasonably acceptable to the Debtors, the Committee, the Requisite Independent Supporting Lenders and the Required Noteholders.

4. The board of directors of the Reorganized Debtors shall have been selected.

B. Conditions Precedent to Consummation

Consummation of this Plan shall be conditioned upon the satisfaction or waiver pursuant to the provisions of Article IX.C hereof of the following:

1. The Confirmation Order shall have been entered and either (a) become a Final Order or (b) the 10-day stay contemplated by Bankruptcy Rule 3020(e) in respect thereof shall have been terminated, and the Confirmation Order shall otherwise be in a form and in substance reasonably satisfactory to the Debtors, the Committee, the Requisite Independent Supporting Lenders and the Required Noteholders, and no stay of the Confirmation Order shall have been entered and be in effect. The Confirmation Order shall provide that, among other things, the Debtors or the Reorganized Debtors, as appropriate, are authorized and directed to take all actions necessary or appropriate to consummate this Plan, including, without limitation, entering into, implementing and consummating the contracts, instruments, releases, leases, indentures and other agreements or documents created in connection with or described in this Plan.

2. The Bankruptcy Court shall have entered one or more Final Orders (which may include the Confirmation Order) authorizing the assumption and rejection of Executory Contracts and Unexpired Leases by the Debtors as contemplated in this Plan and the Plan Supplement.

3. All documents and agreements necessary to implement this Plan, including, without limitation, the Restructured Credit Facility and the New Indenture, in each case in form and

substance acceptable to the Debtors, the Requisite Independent Supporting Lenders, the Required Noteholders and Accuride Canada (to the extent it is a party to such agreements), shall have (a) been tendered for delivery, and (b) been effected by executed by, or otherwise deemed binding upon, all Entities party thereto. All conditions precedent all to such documents and agreements shall have been satisfied or waived pursuant to the terms of such documents or agreements.

4. Without limiting the foregoing, the "Canadian Revolving Credit Lenders" (as defined in the Prepetition Credit Agreement) as of the Effective Date shall all have executed and delivered the Restructured Credit Facility Agreement and all related documents and instruments.

5. All material consents, actions, documents, certificates and agreements necessary to implement this Plan shall have been effected or executed and delivered to the required parties and, to the extent required, Filed with the applicable governmental units in accordance with applicable laws.

6. The Debtors shall have received the Rights Offering Amount, in Cash, net of any fees or expenses authorized by Order of the Bankruptcy Court to be paid from the Rights Offering Amount.

7. All interest, fees and expenses (including legal and advisory fees and expenses) on account of the Prepetition First Out Credit Agreement Claims shall have been paid as required by the DIP Orders.

8. The Confirmation Date shall have occurred.

C. Waiver of Conditions

The conditions to confirmation of this Plan and to Consummation of this Plan set forth in this Article IX may be waived by the Debtors with the consent of the Requisite Independent Supporting Lenders and the Required Noteholders (not to be unreasonably withheld) without notice, leave or order of the Bankruptcy Court or any formal action other than proceeding to confirm or consummate this Plan; provided, however, notwithstanding the foregoing, the condition set forth in paragraph B(4) may not be waived without the consent of all of the "Canadian Revolving Credit Lenders" (as defined in the Prepetition Credit Agreement), the conditions in paragraphs A(3) and B(1) may not be waived without the consent of the Committee, which shall not be unreasonably withheld or delayed, and the condition set forth in paragraph B(7) may not be waived without the consent of the Holders of the Prepetition First Out Credit Agreement Claims. The failure to satisfy or waive a condition to Consummation may be asserted by the Debtors or the Reorganized Debtors regardless of the circumstances giving rise to the failure of such condition to be satisfied. The failure of the Debtors or Reorganized Debtors to exercise any of the foregoing rights shall not be deemed a waiver of any other rights, and each right shall be deemed an ongoing right that may be asserted at any time.

D. Effect of Non Occurrence of Conditions to Consummation

If the Consummation of this Plan does not occur, this Plan shall be null and void in all respects and nothing contained in this Plan or the Disclosure Statement shall: (1) constitute a

waiver or release of any claims by or Claims against or Equity Interests in the Debtors; (2) prejudice in any manner the rights of the Debtors, any Holders or any other Entity; (3) constitute an Allowance of any Claim or Equity Interest; or (4) constitute an admission, acknowledgment, offer or undertaking by the Debtors, any Holders or any other Entity in any respect.

ARTICLE X.

RELEASE, INJUNCTION AND RELATED PROVISIONS

A. General

Notwithstanding anything contained herein to the contrary, the allowance, classification and treatment of all Allowed Claims and Equity Interests and their respective distributions and treatments hereunder, takes into account the relative priority and rights of the Claims and the Equity Interests in each Class in connection with any contractual, legal and equitable subordination rights relating thereto whether arising under general principles of equitable subordination, section 510 of the Bankruptcy Code or otherwise. Pursuant to the terms contained in this Plan, among other things, the subordination provisions contained in the Indenture are hereby eliminated and each holder of a Subordinated Notes Claim shall receive and be entitled to retain the property as set forth in this Plan. As of the Effective Date, any and all contractual, legal and equitable subordination rights, whether arising under general principles of equitable subordination, section 510 of the Bankruptcy Code or otherwise, relating to the allowance, classification and treatment of all Allowed Claims and their respective distributions and treatments hereunder are settled, compromised, terminated and released pursuant hereto; provided, however, that nothing contained herein shall preclude any Person or Entity from exercising their rights pursuant to and consistent with the terms of this Plan and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection with this Plan.

In accordance with the provisions of this Plan, including Article VIII hereof, and pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019, without any further notice to or action, order or approval of the Bankruptcy Court, after the Effective Date (1) the Reorganized Debtors may, in their sole and absolute discretion, compromise and settle Claims against them and (2) the Reorganized Debtors may, in their sole and absolute discretion, compromise and settle Causes of Action against other Entities.

B. Release

EFFECTIVE AS OF THE EFFECTIVE DATE, FOR GOOD AND VALUABLE CONSIDERATION PROVIDED BY EACH OF THE RELEASED PARTIES, THE ADEQUACY OF WHICH IS HEREBY CONFIRMED, THE DEBTORS AND REORGANIZED DEBTORS, IN THEIR INDIVIDUAL CAPACITIES AND AS DEBTORS-IN-POSSESSION, AND, TO THE FULLEST EXTENT PERMITTED BY LAW, THE HOLDERS OF CLAIMS OR EQUITY INTERESTS, AND EACH OF THEIR RESPECTIVE RELATED PERSONS (COLLECTIVELY, THE "RELEASING PARTIES") WILL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER PROVIDED A FULL DISCHARGE, WAIVER AND

RELEASE TO THE RELEASED PARTIES (AND EACH SUCH RELEASED PARTY SO RELEASED SHALL BE DEEMED FOREVER RELEASED, WAIVED AND DISCHARGED BY THE RELEASING PARTIES) AND THEIR RESPECTIVE PROPERTIES FROM ANY AND ALL CLAIMS, CAUSES OF ACTION, LITIGATION CLAIMS AND ANY OTHER DEBTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, ACTIONS, REMEDIES, AND LIABILITIES WHATSOEVER, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING AS OF THE EFFECTIVE DATE OR THEREAFTER ARISING, IN LAW, AT EQUITY, WHETHER FOR TORT, CONTRACT, OR OTHERWISE, BASED IN WHOLE OR IN PART UPON ANY ACT OR OMISSION, TRANSACTION, OR OTHER OCCURRENCE OR CIRCUMSTANCES EXISTING OR TAKING PLACE PRIOR TO OR ON THE EFFECTIVE DATE ARISING FROM OR RELATED IN ANY WAY IN WHOLE OR IN PART TO THE DEBTORS, THE CHAPTER 11 CASE, THE DISCLOSURE STATEMENT, THIS PLAN OR THE SOLICITATION OF VOTES ON THIS PLAN THAT SUCH RELEASING PARTY WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR THAT ANY HOLDER OF A CLAIM OR EQUITY INTEREST OR OTHER ENTITY WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT FOR OR ON BEHALF OF THE DEBTORS, THEIR ESTATES OR THE REORGANIZED DEBTORS (WHETHER DIRECTLY OR DERIVATIVELY) AGAINST ANY OF THE RELEASED PARTIES; PROVIDED, HOWEVER, THAT THE FOREGOING PROVISIONS OF THIS RELEASE SHALL NOT OPERATE TO WAIVE OR RELEASE (I) ANY CAUSES OF ACTION EXPRESSLY SET FORTH IN AND PRESERVED BY THIS PLAN OR THE PLAN SUPPLEMENT; (II) ANY CAUSES OF ACTION ARISING FROM FRAUD OR WILLFUL MISCONDUCT AS DETERMINED BY FINAL ORDER OF THE BANKRUPTCY COURT OR ANY OTHER COURT OF COMPETENT JURISDICTION; AND/OR (III) THE RIGHTS OF SUCH RELEASING PARTY TO ENFORCE THIS PLAN AND THE CONTRACTS, INSTRUMENTS, RELEASES, INDENTURES, AND OTHER AGREEMENTS OR DOCUMENTS DELIVERED UNDER OR IN CONNECTION WITH THIS PLAN OR ASSUMED PURSUANT TO THIS PLAN OR ASSUMED PURSUANT TO FINAL ORDER OF THE BANKRUPTCY COURT. THE FOREGOING RELEASE SHALL BE EFFECTIVE AS OF THE EFFECTIVE DATE WITHOUT FURTHER NOTICE TO OR ORDER OF THE BANKRUPTCY COURT, ACT OR ACTION UNDER APPLICABLE LAW, REGULATION, ORDER, OR RULE OR THE VOTE, CONSENT, AUTHORIZATION OR APPROVAL OF ANY PERSON AND THE CONFIRMATION ORDER WILL PERMANENTLY ENJOIN THE COMMENCEMENT OR PROSECUTION BY ANY PERSON OR ENTITY, WHETHER DIRECTLY, DERIVATIVELY OR OTHERWISE, OF ANY CLAIMS, OBLIGATIONS, SUITS, JUDGMENTS, DAMAGES, DEMANDS, DEBTS, RIGHTS, CAUSES OF ACTION, OR LIABILITIES RELEASED PURSUANT TO THIS RELEASE. IN ADDITION, THE DEBTORS, ON BEHALF OF THE DEBTORS, THEIR ESTATES, AND THE REORGANIZED DEBTORS, HEREBY RELEASE AND WAIVE ANY AND ALL AVOIDANCE ACTIONS AGAINST ANY AND ALL PERSONS.

C. Discharge of Claims

To the fullest extent provided under section 1141(d)(1)(A) and other applicable provisions of the Bankruptcy Code, except as otherwise expressly provided by this Plan or the Confirmation Order, all consideration distributed under this Plan shall be in exchange for, and in complete satisfaction, settlement, discharge, and release of, all Claims and Equity Interests of

any kind or nature whatsoever against the Debtors or any of their assets or properties, and regardless of whether any property shall have been distributed or retained pursuant to this Plan on account of such Claims or Equity Interests. Except as otherwise expressly provided by this Plan or the Confirmation Order, upon the Effective Date, the Debtors and their Estates shall be deemed discharged and released under and to the fullest extent provided under section 1141(d)(1)(A) and other applicable provisions of the Bankruptcy Code from any and all Claims and Equity Interests of any kind or nature whatsoever, including, but not limited to, demands and liabilities that arose before the Confirmation Date, and all debts of the kind specified in section 502(g), 502(h), or 502(i) of the Bankruptcy Code.

D. Exculpation

The Exculpated Parties shall neither have nor incur any liability to any Entity for any claims or Causes of Action arising before, on or after the Petition Date and prior to or on the Effective Date for any act taken or omitted to be taken in connection with, or related to formulating, negotiating, preparing, disseminating, implementing, administering, confirming or effecting the Consummation of this Plan, the Disclosure Statement or any contract, instrument, release or other agreement or document created or entered into in connection with this Plan or any other prepetition or postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors, the approval of the Disclosure Statement or confirmation or Consummation of this Plan; *provided, however,* that the foregoing provisions shall have no effect on the liability of any Entity that results from any such act or omission that is determined in a Final Order of the Bankruptcy Court or other court of competent jurisdiction to have constituted gross negligence or willful misconduct; *provided, further*, that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning its duties pursuant to, or in connection with, the above referenced documents, actions or inactions; *provided, further, however* that the foregoing provisions shall not apply to any acts, omissions, Claims, Causes of Action or other obligations expressly set forth in and preserved by this Plan or the Plan Supplement.

E. Preservation of Rights of Action

1. Maintenance of Causes of Action

Except as otherwise provided in this Article X or elsewhere in this Plan or the Confirmation Order, after the Effective Date, the Reorganized Debtors shall retain all rights to commence, pursue, litigate or settle, as appropriate, any and all Causes of Action and Litigation Claims, whether existing as of the Petition Date or thereafter arising, in any court or other tribunal including, without limitation, in an adversary proceeding Filed in the Chapter 11 Case. The Reorganized Debtors, as the successors in interest to the Debtors and the Estates, may, and shall have the exclusive right to, enforce, sue on, settle, compromise, transfer or assign (or decline to do any of the foregoing) any or all of the Litigation Claims without notice to or approval from the Bankruptcy Court. The Litigation Claims include, without limitation, the claims set forth on Plan Schedule 2.

2. Preservation of All Causes of Action Not Expressly Settled or Released

Unless a Cause of Action or Litigation Claim against a Holder of a Claim or an Equity Interest or other Entity is expressly waived, relinquished, released, compromised or settled in this Plan or any Final Order (including, without limitation, the Confirmation Order), the Debtors expressly reserve such Cause of Action or Litigation Claim for later adjudication by the Debtors or the Reorganized Debtors (including, without limitation, Causes of Action and Litigation Claims not specifically identified or of which the Debtors may presently be unaware or which may arise or exist by reason of additional facts or circumstances unknown to the Debtors at this time or facts or circumstances that may change or be different from those the Debtors now believe to exist) and, therefore, no preclusion doctrine, including, without limitation, the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion, waiver, estoppel (judicial, equitable or otherwise) or laches shall apply to such Causes of Action or Litigation Claims upon or after the confirmation of this Plan or Consummation of this Plan based on the Disclosure Statement, this Plan or the Confirmation Order, except where such Causes of Action or Litigation Claims have been expressly released in this Plan (including, without limitation, and for the avoidance of doubt, the Release contained in Article X.B hereof) or any other Final Order (including, without limitation, the Confirmation Order). In addition, the Debtors and the Reorganized Debtors expressly reserve the right to pursue or adopt any claims alleged in any lawsuit in which any Debtor is a plaintiff, defendant or an interested party, against any Entity, including, without limitation, the plaintiffs or co-defendants in such lawsuits.

F. Injunction

EXCEPT AS OTHERWISE PROVIDED IN THIS PLAN, FROM AND AFTER THE EFFECTIVE DATE, ALL ENTITIES ARE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER, ANY SUIT, ACTION OR OTHER PROCEEDING, OR CREATING, PERFECTING OR ENFORCING ANY LIEN OF ANY KIND, ON ACCOUNT OF OR RESPECTING ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, EQUITY INTEREST, OR REMEDY RELEASED OR TO BE RELEASED, EXCULPATED OR TO BE EXCULPATED, OR DISCHARGED OR TO BE DISCHARGED PURSUANT TO THIS PLAN OR THE CONFIRMATION ORDER. BY ACCEPTING DISTRIBUTIONS PURSUANT TO THIS PLAN, EACH HOLDER OF AN ALLOWED CLAIM OR EQUITY INTEREST WILL BE DEEMED TO HAVE SPECIFICALLY CONSENTED TO THIS INJUNCTION. ALL INJUNCTIONS OR STAYS PROVIDED FOR IN THE CHAPTER 11 CASE UNDER SECTION 105 OR 362 OF THE BANKRUPTCY CODE, OR OTHERWISE, AND IN EXISTENCE ON THE CONFIRMATION DATE, SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL THE EFFECTIVE DATE.

G. Binding Nature Of Plan

ON THE EFFECTIVE DATE, AND EFFECTIVE AS OF THE EFFECTIVE DATE, THIS PLAN SHALL BIND, AND SHALL BE DEEMED BINDING UPON, ALL HOLDERS OF CLAIMS AGAINST AND EQUITY INTERESTS IN THE DEBTORS, AND SUCH HOLDER'S RESPECTIVE SUCCESSORS AND ASSIGNS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NOTWITHSTANDING WHETHER OR NOT SUCH

HOLDER (I) WILL RECEIVE OR RETAIN ANY PROPERTY OR INTEREST IN PROPERTY UNDER THIS PLAN, (II) HAS FILED A PROOF OF CLAIM OR INTEREST IN THE CHAPTER 11 CASE OR (III) FAILED TO VOTE TO ACCEPT OR REJECT THIS PLAN OR AFFIRMATIVELY VOTED TO REJECT THIS PLAN.

ARTICLE XI.

RETENTION OF JURISDICTION

Pursuant to sections 105(c) and 1142 of the Bankruptcy Code and notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court shall, after the Effective Date, retain such jurisdiction over the Chapter 11 Cases and all Entities with respect to all matters related to the Chapter 11 Cases, the Debtors and this Plan as legally permissible, including, without limitation, jurisdiction to:

1. allow, disallow, determine, liquidate, classify, estimate or establish the priority or secured or unsecured status of any Claim or Equity Interest, including, without limitation, the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the allowance or priority of any Claim or Equity Interest;

2. grant or deny any applications for allowance of compensation or reimbursement of expenses authorized pursuant to the Bankruptcy Code or this Plan, for periods ending on or before the Confirmation Date; *provided, however*, that, from and after the Effective Date, the Reorganized Debtors shall pay Professionals in the ordinary course of business for any work performed after the Effective Date and such payment shall not be subject to the approval of the Bankruptcy Court;

3. resolve any matters related to the assumption, assignment or rejection of any Executory Contract or Unexpired Lease to which any Debtor is party or with respect to which any Debtor or Reorganized Debtor may be liable and to adjudicate and, if necessary, liquidate, any Claims arising therefrom, including, without limitation, those matters related to any amendment to this Plan after the Effective Date to add Executory Contracts or Unexpired Leases to the list of Executory Contracts and Unexpired Leases to be assumed;

4. resolve any issues related to any matters adjudicated in the Chapter 11 Cases;

5. ensure that distributions to Holders of Allowed Claims are accomplished pursuant to the provisions of this Plan;

6. decide or resolve any motions, adversary proceedings, contested or litigated matters and any other Causes of Action that are pending as of the Effective Date or that may be commenced in the future, and grant or deny any applications involving the Debtors that may be pending on the Effective Date or instituted by the Reorganized Debtors after the Effective Date, *provided* that the Reorganized Debtors shall reserve the right to commence actions in all appropriate forums and jurisdictions;

7. enter such orders as may be necessary or appropriate to implement or consummate the provisions of this Plan and all other contracts, instruments, releases, indentures

and other agreements or documents adopted in connection with this Plan, the Plan Supplement or the Disclosure Statement;

8. resolve any cases, controversies, suits or disputes that may arise in connection with the Consummation, interpretation or enforcement of this Plan or any Entity's obligations incurred in connection with this Plan; *provided, however,* that any dispute arising under or in connection with the Restructured Credit Facility shall be dealt with in accordance with the provisions of the applicable document;

9. hear and determine all Causes of Action that are pending as of the Effective Date or that may be commenced in the future;

10. issue injunctions and enforce them, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any Entity with Consummation or enforcement of this Plan, except as otherwise provided in this Plan;

11. enforce the terms and condition of this Plan and the Confirmation Order;

12. resolve any cases, controversies, suits or disputes with respect to the Release, the Exculpation, the Indemnification and other provisions contained in Article X hereof and enter such orders or take such others actions as may be necessary or appropriate to implement or enforce all such releases, injunctions and other provisions;

13. hear and determine the Litigation Claims by or on behalf of the Debtors or Reorganized Debtors;

14. enter and implement such orders or take such others actions as may be necessary or appropriate if the Confirmation Order is modified, stayed, reversed, revoked or vacated;

15. resolve any other matters that may arise in connection with or relate to this Plan, the Disclosure Statement, the Confirmation Order or any contract, instrument, release, indenture or other agreement or document adopted in connection with this Plan or the Disclosure Statement; *provided, however,* that any dispute arising under or in connection with the Restructured Credit Facility shall be dealt with in accordance with the provisions of the applicable document; and

16. enter an order concluding or closing the Chapter 11 Cases.

ARTICLE XII.

MISCELLANEOUS PROVISIONS

A. Dissolution of the Committee

On the Effective Date, the Committee and any other statutory committee formed in connection with these Chapter 11 Cases shall dissolve automatically and all members thereof shall be released and discharged from all rights, duties and responsibilities arising from, or related to, the Chapter 11 Cases.

B. Payment of Statutory Fees

All outstanding fees payable pursuant to section 1930 of title 28, United States Code shall be paid on the Effective Date. All such fees payable after the Effective Date shall be paid prior to the closing of the Chapter 11 Case when due or as soon thereafter as practicable.

C. Payment of Fees and Expenses of Indenture Trustee

On the Effective Date or as soon as reasonably practicable thereafter (and, thereafter, upon request by the Indenture Trustee with respect to fees and expenses of the Indenture Trustee relating to post-Effective Date service under this Plan), the Reorganized Debtors shall pay in full in Cash all outstanding reasonable and documented fees and expenses of the Indenture Trustee and its counsel.

D. Modification of Plan

Effective as of the date hereof and subject to the limitations and rights contained in this Plan: (a) the Debtors reserve the right, in accordance with the Bankruptcy Code and the Bankruptcy Rules, to amend or modify this Plan prior to the entry of the Confirmation Order; and (b) after the entry of the Confirmation Order, the Debtors or the Reorganized Debtors, as applicable, may, after notice and hearing and entry of an order of the Bankruptcy Court, amend or modify this Plan, in accordance with section 1127(b) of the Bankruptcy Code or remedy any defect or omission or reconcile any inconsistency in this Plan in such manner as may be necessary to carry out the purpose and intent of this Plan. A Holder of a Claim or Equity Interest that has accepted this Plan shall be deemed to have accepted this Plan, as altered, amended or modified, if the proposed alteration, amendment or modification does not materially and adversely change the treatment of such Claim or Equity Interest of such Holder.

E. Revocation of Plan

The Debtors reserve the right to revoke or withdraw this Plan prior to the Confirmation Date and to File subsequent chapter 11 plans; provided that such revocation complies with the applicable support agreements and the Backstop Commitment Agreement. If the Debtors revoke or withdraw this Plan, or if confirmation of this Plan or Consummation of this Plan does not occur, then: (1) this Plan shall be null and void in all respects; (2) any settlement or compromise embodied in this Plan, assumption or rejection of Executory Contracts or Unexpired Leases effected by this Plan and any document or agreement executed pursuant hereto shall be deemed null and void except as may be set forth in a separate order entered by the Bankruptcy Court; and (3) nothing contained in this Plan shall: (a) constitute a waiver or release of any Claims by or against, or any Equity Interests in, the Debtors or any other Entity; (b) prejudice in any manner the rights of the Debtors or any other Entity; or (c) constitute an admission, acknowledgement, offer or undertaking of any sort by the Debtors or any other Entity.

F. Successors and Assigns

This Plan shall be binding upon and inure to the benefit of the Debtors, and their respective successors and assigns, including, without limitation, the Reorganized Debtors. The rights, benefits, and obligations of any Person or Entity named or referred to in this Plan shall be

binding on, and shall inure to the benefit of, any heir, executor, administrator, successor, or assign of such Person or Entity.

G. Reservation of Rights

Except as expressly set forth herein, this Plan shall have no force or effect unless and until the Bankruptcy Court enters the Confirmation Order and this Plan is Consummated. Neither the filing of this Plan, any statement or provision contained herein, nor the taking of any action by the Debtors or any other Entity with respect to this Plan shall be or shall be deemed to be an admission or waiver of any rights of: (1) the Debtors with respect to the Holders of Claims or Equity Interests or other Entity; or (2) any Holder of a Claim or an Equity Interest or other Entity prior to the Effective Date.

H. Further Assurances

The Debtors or the Reorganized Debtors, as applicable, all Holders of Claims and Equity Interests receiving distributions hereunder and all other Entities shall, from time to time, prepare, execute and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of this Plan or the Confirmation Order. On or before the Effective Date, the Debtors shall File with the Bankruptcy Court all agreements and other documents that may be necessary or appropriate to effectuate and further evidence the terms and conditions hereof.

I. Severability

If, prior to the Confirmation Date, any term or provision of this Plan is determined by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court will have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision will then be applicable as altered or interpreted. Notwithstanding any such holding, alteration or interpretation, the remainder of the terms and provisions of this Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order will constitute a judicial determination and will provide that each term and provision of this Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

J. Service of Documents

All notices, requests, and demands to or upon the Debtors or the Reorganized Debtors to be effective shall be in writing and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows:

Accuride Corporation
77140 Office Circle
Evansville, IN 47715
Attn: General Counsel
Fax: 812-962-5470

with copies to:

Latham & Watkins LLP
233 S. Wacker Drive, Suite 5800
Chicago, Illinois 60606
Attn: David S. Heller
Josef S. Athanas
Caroline A. Reckler
Fax: 312-993-9767

K. Exemption from Certain Transfer Taxes Pursuant to Section 1146(a) of the Bankruptcy Code

Pursuant to section 1146(a) of the Bankruptcy Code, any transfers of property pursuant hereto shall not be subject to any Stamp or Similar Tax or governmental assessment in the United States, and the Confirmation Order shall direct the appropriate federal, state or local governmental officials or agents to forgo the collection of any such Stamp or Similar Tax or governmental assessment and to accept for filing and recordation instruments or other documents pursuant to such transfers of property without the payment of any such Stamp or Similar Tax or governmental assessment. Such exemption specifically applies, without limitation, to (i) all actions, agreements and documents necessary to evidence and implement the provisions of and the distributions to be made under this Plan, including the Restructured Credit Facility (ii) the issuance of New Common Stock, New Warrants and New Notes (under this Plan and pursuant to the Rights Offering) and (iii) the maintenance or creation of security or any Lien as contemplated by the Restructured Credit Facility.

L. Governing Law

Except to the extent that the Bankruptcy Code, the Bankruptcy Rules or other federal law is applicable, or to the extent that an exhibit or schedule to this Plan provides otherwise, the rights and obligations arising under this Plan shall be governed by, and construed and enforced in accordance with, the laws of Delaware, without giving effect to the principles of conflicts of law of such jurisdiction.

M. Tax Reporting and Compliance

The Reorganized Debtors are hereby authorized, on behalf of the Debtors, to request an expedited determination under section 505(b) of the Bankruptcy Code of the tax liability of the Debtors are for all taxable periods ending after the Petition Date through, and including, the Effective Date.

N. Schedules

All exhibits and schedules to this Plan, including the Exhibits and Plan Schedules, are incorporated and are a part of this Plan as if set forth in full herein.

O. No Strict Construction

This Plan is the product of extensive discussions and negotiations between and among, *inter alia*, the Debtors, the Backstop Investors, the Ad Hoc Noteholders Group, the Requisite Independent Supporting Lenders and the Committee and their respective professionals. Each of the foregoing was represented by counsel of its choice who either (a) participated in the formulation and documentation of, or (b) was afforded the opportunity to review and provide comments on, this Plan, the Disclosure Statement, Exhibits and Plan Schedules, and the agreements and documents ancillary or related thereto. Accordingly, unless explicitly indicated otherwise, the general rule of contract construction known as "contra proferentem" or other rule of strict construction shall not apply to the construction or interpretation of any provision of this Plan, the Disclosure Statement, Exhibits and Plan Schedules, and the documents ancillary and related thereto.

P. Conflicts

In the event that a provision of the Disclosure Statement conflicts with a provision of this Plan, the terms of this Plan shall govern and control to the extent of such conflict.

Dated: December 18, 2009

Respectfully submitted,

ACCURIDE CORPORATION, on behalf of itself and its direct and indirect subsidiaries listed below

By: James H. Woodward, Jr.
Title: Interim Senior Vice President of Finance and Chief Financial Officer of Accuride Corporation

Accuride Cuyahoga Falls, Inc., a Delaware corporation
Accuride Distributing, LLC, a Delaware limited liability company
Accuride EMI, LLC, a Delaware limited liability company
Accuride Erie L.P., a Delaware limited partnership
Accuride Henderson Limited Liability Company, a Delaware limited liability company
AKW General Partner L.L.C., a Delaware limited liability company
AOT Inc., a Delaware corporation
Bostrom Holdings, Inc., a Delaware corporation
Bostrom Seating, Inc., a Delaware corporation
Bostrom Specialty Seating, Inc., a Delaware corporation
Brillion Iron Works, Inc., a Delaware corporation
Erie Land Holding, Inc., a Delaware corporation
Fabco Automotive Corporation, a Delaware corporation
Gunite Corporation, a Delaware corporation
Imperial Group Holding Corp. -1, a Delaware corporation
Imperial Group Holding Corp. -2, a Delaware corporation
Imperial Group, L.P., a Delaware limited partnership
JAII Management Company, a Delaware corporation
Transportation Technologies Industries, Inc., a Delaware corporation
Truck Components Inc., a Delaware corporation

Plan Schedule 1

List of Debtors

The Debtors, along with the last four digits of each Debtor's federal tax identification number, are: Accuride Corporation, a Delaware corporation (9077); Accuride Cuyahoga Falls, Inc., a Delaware corporation (9556); Accuride Distributing, LLC, a Delaware limited liability company (3124); Accuride EMI, LLC, a Delaware limited liability company (N/A); Accuride Erie L.P., a Delaware limited partnership (4862); Accuride Henderson Limited Liability Company, a Delaware limited liability company (8596); AKW General Partner L.L.C., a Delaware limited liability company (4861); AOT Inc., a Delaware corporation (3088); Bostrom Holdings, Inc., a Delaware corporation (9282); Bostrom Seating, Inc., a Delaware corporation (7179); Bostrom Specialty Seating, Inc., a Delaware corporation (4182); Brillion Iron Works, Inc., a Delaware corporation (6942); Erie Land Holding, Inc., a Delaware corporation (8018); Fabco Automotive Corporation, a Delaware corporation (9802); Gunite Corporation, a Delaware corporation (9803); Imperial Group Holding Corp. -1, a Delaware corporation (4007); Imperial Group Holding Corp. -2, a Delaware corporation (4009); Imperial Group, L.P., a Delaware limited partnership (4012); JAII Management Company, a Delaware corporation (N/A); Transportation Technologies Industries, Inc., a Delaware corporation (2791); and Truck Components Inc., a Delaware corporation (5407).

Plan Schedule 2

Non-Exclusive List of Litigation Claims Retained by Reorganized Debtors

[To Be Filed With Plan Supplement]

Plan Schedule 3

Non-Released Parties

None.

[Additional Non-Released Parties To Be Filed With Plan Supplement]

Plan Schedule 4

New Board of Reorganized Accuride

[To Be Filed With Plan Supplement]

Plan Schedule 5

Non-Exclusive List of Rejected Executory Contracts and Unexpired Leases

Lessor	Lessor Address	Description of Lease	Term
CE Capital Group, LLC	Bristol Rail Associates, LLC 3930 Edison Lakes Parkway Suite 200 Mishawaka, IN 46545 Attn: George S. Cressy, Jr.	Lease of real property in Bristol, IN dated August 19, 2003.	Lease expires in April 11, 2019.
Northgate Investors, LLC	Northgate Investors, LLC Attn: Lee Paradise P.O. Box 426 Joelton, TN 37080	Lease of real property in Madison, TN dated February 12, 2007.	Lease expires February 11, 2010.
Fink Management Company	Fink Management Company 2331 Sylvan Lane Elkhart, IN 46514 Attn: Elizabeth S. Fink	Lease of real property in Elkhart, IN dated August 13, 2002.	Lease expires September 30, 2009.
Taylor Land & Co.	Taylor Land & Co. 28860 Southfield Rd, Ste 262 Southfield, MI 48076 Attn: Carl Grenadier	Lease of real property in Taylor, MI dated October 19, 1989.	Lease expires November 30, 2009.
Sarum Management, Inc.	Sarum Management, Inc. 75 Marc Avenue Cuyahoga Falls, OH 44223 Attn: Michael Bell -and- Amer Cunningham Co., L.P.A. 159 S. Main Street, Suite 1100 Akron, OH 44308	Lease of real property in Cuyahoga Falls, OH dated January 1, 2008.	Lease expires June 30, 2011
Industrial Realty Partners, LLC	330 Franklin Road Suite 135A-398 Brentwood, TN 37027 Attn: Joe Hicks Attn: Fred Culbreath - and – 6106 Johnson Chapel Road Brentwood, TN 37072	Lease of real property in Portland, TN dated May 12, 2000	Lease expires August 31, 2015

EXHIBIT B

Organizational Chart of the Debtors

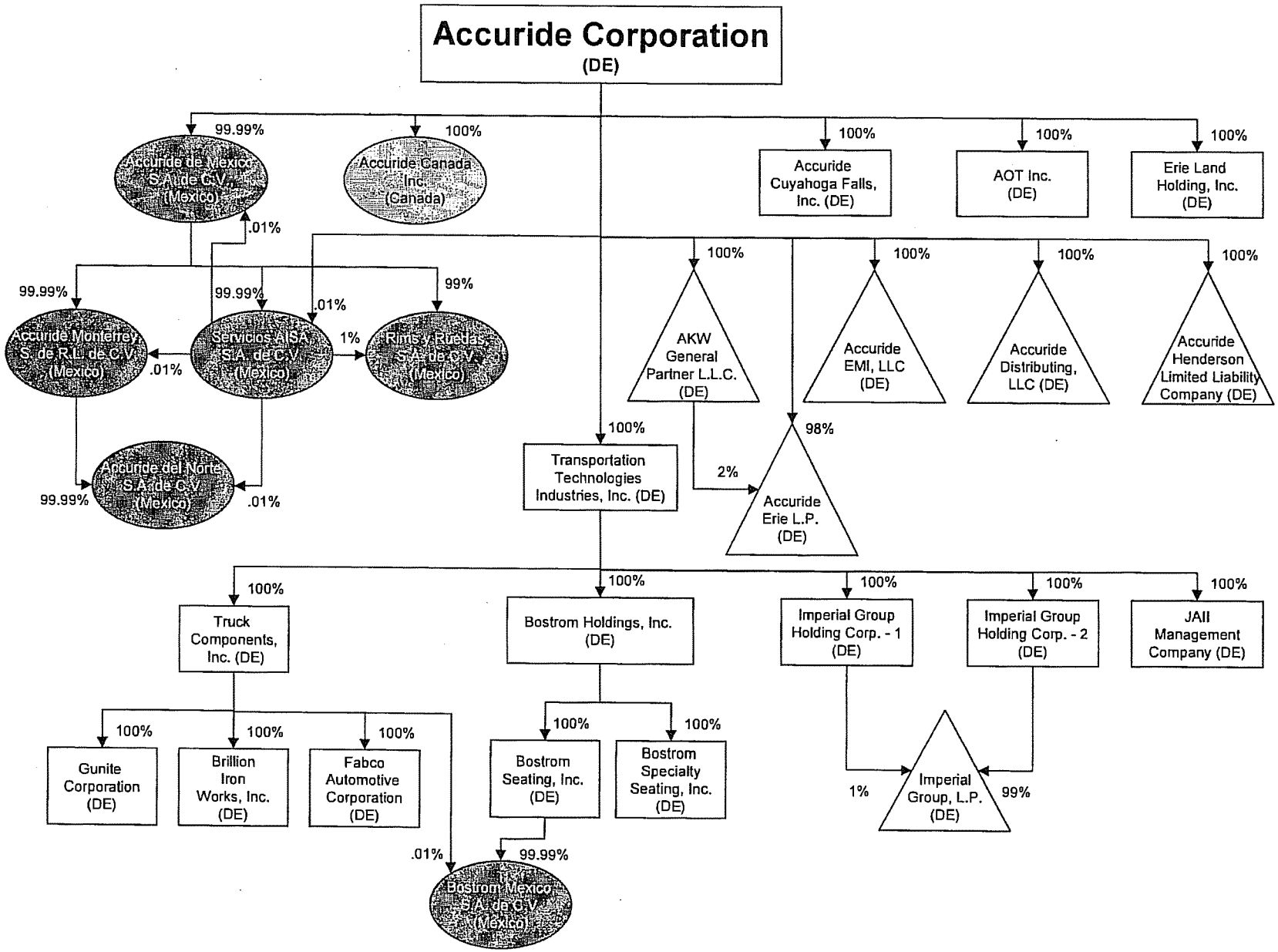
Accuride Corporation
(DE)
99.99%
100%
100%
100%
100%
Accuride de Mexico S.A. de C.V. (Mexico)
Accuride Canada Inc. (Canada)
Accuride Cuyahoga Falls, Inc. (DE)
AOT Inc. (DE)
Erie Land Holding, Inc. (DE)
.01%
99.99%
99.99%
.01%
99%
100%
100%
100%
100%
Accuride Monterrey S. de R.L. de C.V. (Mexico)
Servicios AISA S.A. de C.V. (Mexico)
Rims y Ruedas S.A. de C.V. (Mexico)
AKW General Partner L.L.C. (DE)
Accuride EMI, LLC (DE)
Accuride Distributing, LLC (DE)
Accuride Henderson Limited Liability Company (DE)
.01%
1%
100%
98%
2%
99.99%
.01%
Accuride del Norte S.A. de C.V. (Mexico)
Transportation Technologies Industries, Inc. (DE)
Accuride Erie L.P. (DE)
100%
100%
100%
100%
100%
Truck Components, Inc. (DE)
Bostrom Holdings, Inc. (DE)
Imperial Group Holding Corp. - 1 (DE)
Imperial Group Holding Corp. - 2 (DE)
JAII Management Company (DE)
100%
100%
100%
100%
100%
Gunite Corporation (DE)
Brillion Iron Works, Inc. (DE)
Fabco Automotive Corporation (DE)
Bostrom Seating, Inc. (DE)
Bostrom Specialty Seating, Inc. (DE)
1%
Imperial Group, L.P. (DE)
99%
.01%
99.99%
Bostrom Mexico S.A. de C.V. (Mexico)

EXHIBIT C

Disclosure Statement Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
ACCURIDE CORPORATION, *et al.*[1]	Case No. 09-13449 (BLS)
	Jointly Administered
Debtors.	**Related Document Nos. 230, 231, 352 and 399**

ORDER (A) APPROVING THE THIRD AMENDED DISCLOSURE STATEMENT, (B) ESTABLISHING THE VOTING RECORD DATE, VOTING DEADLINE AND OTHER DATES, (C) APPROVING PROCEDURES FOR SOLICITING, RECEIVING AND TABULATING VOTES ON THE THIRD AMENDED PLAN AND FOR FILING OBJECTIONS TO THE THIRD AMENDED PLAN AND (D) APPROVING THE MANNER AND FORMS OF NOTICE AND OTHER RELATED DOCUMENTS

("Disclosure Statement Order")

Upon consideration of the motion (the "**Motion**")[2] of the Debtors for entry of an order, pursuant to 11 U.S.C. §§ 105(a), 1125, and 1126 and Rules 2002, 3003, 3017, 3018, and 3020 of the Federal Rules of Bankruptcy Procedure, (a) approving the Disclosure Statement, (b) establishing the applicable voting record dates, the Voting Deadline and other dates (a summary chart of which is attached hereto as Chart A), (c) approving procedures for soliciting, receiving and tabulating votes on the Third Amended Plan (the "**Plan**") [Docket No. TBD] and for filing

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[1] The Debtors in these cases, along with the last four digits of each Debtors' federal tax identification number, are: Accuride Corporation, a Delaware corporation (9077); Accuride Cuyahoga Falls, Inc., a Delaware corporation (9556); Accuride Distributing, LLC, a Delaware limited liability company (3124); Accuride EMI, LLC, a Delaware limited liability company (N/A); Accuride Erie L.P., a Delaware limited partnership (4862); Accuride Henderson Limited Liability Company, a Delaware limited liability company (8596); AKW General Partner L.L.C., a Delaware limited liability company (4861); AOT Inc., a Delaware corporation (3088); Bostrom Holdings, Inc., a Delaware corporation (9282); Bostrom Seating, Inc., a Delaware corporation (7179); Bostrom Specialty Seating, Inc., a Delaware corporation (4182); Brillion Iron Works, Inc., a Delaware corporation (6942); Erie Land Holding, Inc., a Delaware corporation (8018); Fabco Automotive Corporation, a Delaware corporation (9802); Gunite Corporation, a Delaware corporation (9803); Imperial Group Holding Corp. -1, a Delaware corporation (4007); Imperial Group Holding Corp. -2, a Delaware corporation (4009); Imperial Group, L.P., a Delaware limited partnership (4012); JAII Management Company, a Delaware corporation (N/A); Transportation Technologies Industries, Inc., a Delaware corporation (2791); and Truck Components Inc., a Delaware corporation (5407). The mailing address for Accuride Corporation is 7140 Office Circle, Evansville, Indiana 47715.

[2] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion.

objections to the Plan, (d) approving the manner and forms of notice and other related documents and (e) granting other relief relating thereto as set forth herein and as more fully set forth in the Motion; and it appearing that the relief requested is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and it appearing that this Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and it appearing that this Motion is a core proceeding pursuant to 28 U.S.C. § 157; and adequate notice of the Motion and opportunity for objection having been given, with no objections or requests for hearing having been filed, or all objections having been overruled or otherwise resolved, as the case may be; and it appearing that no other notice need be given; and after due deliberation and sufficient cause therefore:

IT IS HEREBY FOUND AND DETERMINED THAT:

A. The Disclosure Statement for the Third Amended Joint Plan of Reorganization for Accuride Corporation, et al., [Docket No. TBD] (the "**Disclosure Statement**") contains adequate information within the meaning of Section 1125 of the Bankruptcy Code.

B. The notices attached hereto as Exhibits 1, 2, 4, 6, 7 and 8 (collectively, the "**Notices**") contain sufficient information and are appropriate under the circumstances.

C. The form of the ballots attached hereto as Exhibits 3-A through 3-F (collectively, the "**Ballots**") (i) are sufficiently consistent with Official Form No. 14, (ii) adequately address the particular needs of these Chapter 11 Cases and (iii) are appropriate for each class of Claims and Equity Interests entitled under the Plan to vote to accept or reject the Plan.

D. The time period set forth below during which the Debtors may solicit votes on the Plan is a reasonable period of time for creditors to make an informed decision as to whether to accept or reject the Plan.

E. The procedures set forth below for the solicitation and tabulation of votes to accept or reject the Plan provide for a fair and equitable voting process and are consistent with section 1126 of the Bankruptcy Code.

F. The procedures set forth below regarding the Confirmation Hearing Notice and the contents of the Solicitation Package comply with Bankruptcy Rules 2002 and 3017 and constitute sufficient notice to all interested parties.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that:

1. The Motion, as amended by this Order, is granted in its entirety.

I. Approval of the Disclosure Statement

2. Pursuant to Bankruptcy Rule 3017(b), the Disclosure Statement is approved as containing adequate information within the meaning of Section 1125(a) of the Bankruptcy Code, and the Debtors are authorized to distribute the Disclosure Statement and Solicitation Package in order to solicit votes on, and pursue confirmation of, the Plan.

3. The Disclosure Statement Notice attached hereto as Exhibit 1 is approved pursuant to Bankruptcy Rules 2002 and 3017.

4. The notice and objection procedures provided in connection with the Disclosure Statement Hearing were reasonable and appropriate under the circumstances, and such notice and objection procedures were adequate pursuant to Bankruptcy Rule 3017.

II. Confirmation Hearing and Objections

5. Pursuant to Bankruptcy Rule 3020(b)(2), the hearing to consider confirmation of the Plan (the "**Confirmation Hearing**") shall be on February 10, 2010 at 10:00 a.m. prevailing Eastern Time.

6. Pursuant to Bankruptcy Rule 3020(b)(1), the deadline (the "**Confirmation Objection Deadline**") for filing and serving objections to confirmation of the Plan ("**Confirmation Objections**") shall be January 29, 2010 at 4:00 p.m. prevailing Eastern Time.

7. The Confirmation Objections, if any, shall (a) be in writing, (b) comply with the Bankruptcy Rules and the Local Rules, (c) set forth the name of the objector and the nature and amount of any claim or equity interest asserted by the objector against or in the Debtors, (d) state with particularity the legal and factual bases for the objection and, if practicable, a proposed modification to the Plan that would resolve such objection, and (e) be filed, contemporaneously with a proof of service, with the Bankruptcy Court and served so as to be **actually received** by each of the following parties (the "**Notice Parties**") on or before the Confirmation Objection Deadline:

(a) Counsel to the Debtors, Latham & Watkins, LLP, 233 South Wacker Drive, Chicago, IL 60606 (Attn: David S. Heller, Esq.) and Young Conaway Stargatt & Taylor, LLP, 1000 West Street, 17th Floor, Wilmington, Delaware 19801, (Attn: Michael R. Nestor, Esq. and Kara Hammond Coyle, Esq.);

(b) Counsel to the Creditors' Committee, Irell & Manella LLP, 840 Newport Center Drive, Suite 400, Newport Beach, CA 92660 (attn: Jeffrey Reisner, Esq.);

(c) Counsel to the ad hoc committee of holders of 8.5% senior subordinated notes due February 1, 2015, Milbank, Tweed, Hadley & McCloy LLP, 601 South Figueroa Street, 30th Floor, Los Angeles, CA 90017-5735 (attn: Paul S. Aronzon, Esq. and Robert Shenfeld, Esq.);

(d) Counsel to the DIP Agent and the Debtors' prepetition lenders, White & Case LLP, 1155 Avenue of the Americas, New York, NY 10036-2787 (Attn: Scott Greissman, Esq.);

(e) The Office of the United States Trustee for the District of Delaware, 844 King Street, J. Caleb Boggs Federal Building, Suite 2207, Lockbox 35, Wilmington, Delaware 19801 (Attn: Jane Leamy, Esq.); and

(f) Counsel to the Equity Security Committee, Sonnenschein Nath & Rosenthal LLP, 233 S. Wacker Drive, Suite 7800, Chicago, Illinois 60606-6404 (Attn: Monika J. Machen, Esq.).

III. Establishment of Voting Record Date and Approving Procedures for Temporary Allowance of Claims or Equity Interests that are Subject to an Objection Filed by the Debtors

8. Pursuant to Bankruptcy Rule 3017(d), December 11, 2009 shall be the voting record date (the "**Securities Voting Record Date**") with respect to the Subordinated Notes, Accuride Preferred Equity Interests, Accuride Other Equity Interests and Equity Interests in Subsidiaries (collectively, the "**Securities**") and the date of the hearing on the Motion, December 18, 2009, shall be the voting record date (the "**Non-Securities Voting Record Date**" and together with the Securities Voting Record Date, the "**Voting Record Date**") with respect to all other Claims (*i.e.*, those in Classes 1, 2, 3, 4A, 4B, 5, 6 and 8). The Debtors shall use the applicable Voting Record Date for determining which (a) creditors are entitled to receive Solicitation Packages, (b) creditors are entitled to vote to accept or reject the Plan, and (c) non-voting creditors and equity interest holders are entitled to receive notice of the Confirmation Hearing.

9. With respect to any transferred claim or equity interest, the transferee will be entitled to receive a Solicitation Package and cast a Ballot on account of the transferred claim or equity interest only if: (a) all actions necessary to effect the transfer of the claim or equity interest pursuant to Bankruptcy Rule 3001(e) have been completed by the appropriate Voting Record Date; or (b) the transferee files, no later than the Voting Record Date, (i) the documentation required by Bankruptcy Rule 3001(e) to evidence the transfer and (ii) a sworn statement of the transferor supporting the validity of the transfer. Each transferee shall be treated as a single creditor for purposes of the numerosity requirements in Section 1126(c) of the Bankruptcy Code and the other procedures set forth in this Order.

10. Any holder of a claim or equity interest against the Debtors for which the Debtors have filed an objection by February 1, 2010, whether such objection relates to the entire claim or equity interest or a portion thereof, shall not be entitled to vote on the Plan and shall not be counted in determining whether the requirements of Section 1126(c) of the Bankruptcy Code have been met with respect to the Plan (except to the extent and in the manner as may be set forth in the objection) unless (a) the claim or equity interest has been temporarily allowed for voting purposes pursuant to Bankruptcy Rule 3018(a) and in accordance with this Order or (b) the objection to such claim or equity interest has been withdrawn or resolved in favor of the creditor asserting the claim or equity interest.

11. A recipient of an objection to expunge or disallow its claim or equity interest that is pending as of the Solicitation Mailing Date will receive a notice of non-voting status, substantially in the form of Exhibit 2 attached hereto.

12. January 19, 2010 at 4:00 p.m. prevailing Eastern Time (the "**Rule 3018(a) Motion Deadline**") shall be the deadline for the filing and serving of any motion requesting temporary allowance of a movant's claim or equity interest for purposes of voting pursuant to Bankruptcy Rule 3018(a) (the "**Rule 3018(a) Motion(s)**").

13. Rule 3018(a) Motions must be filed with the Bankruptcy Court and served on undersigned counsel and the other Notice Parties so as to be actually received not later than the Rule 3018(a) Motion Deadline; provided however, that if the Debtors object to a claim or equity interest on or after the date that is seven (7) days before the original Rule 3018(a) Motion Deadline, then the Rule 3018(a) Motion Deadline shall be extended as to such claim or equity interest such that the holder thereof shall have at least seven (7) days to file a Rule 3018(a) Motion.

14. Any party timely filing and serving a Rule 3018(a) Motion shall be provided a ballot and be permitted to cast a provisional vote to accept or reject the Plan. If, and to the extent that, the Debtors and such party are unable to resolve the issues raised by the Rule 3018(a) Motion prior to the Voting Deadline, then at the Confirmation Hearing this Court shall determine whether the provisional ballot should be counted as a vote on the Plan.

15. Nothing in this Order shall affect or limit the Debtors' right to object to any proof of claim or equity interest or Rule 3018(a) Motion.

IV. Approval of Solicitation Procedures

A. Duties of Voting and Claims Agent

16. The Voting and Claims Agent shall assist the Debtors in, among other things, (a) mailing Confirmation Hearing Notices to holders of claims and equity interests in the Non-Voting Classes and other non-voting parties entitled to notice, (b) mailing Solicitation Packages, (c) soliciting votes on the Plan, (d) receiving, tabulating, and reporting on ballots cast for or against the Plan by holders of claims and equity interests against the Debtors, (e) responding to inquiries from creditors and stakeholders relating to the Plan, the Disclosure Statement, the ballots and matters related thereto, including, without limitation, the procedures and requirements for voting to accept or reject the Plan and objecting to the Plan, and (f) if necessary, contacting creditors regarding the Plan and their ballots.

B. Notices and Ballots

17. The Notices and Ballots to be used in connection with the solicitation of votes on, and confirmation of, the Plan (as applicable) are hereby approved in full.

18. All creditor ballots, other than those being delivered to holders of the Subordinated Notes Claims and Accuride Other Equity Interests, shall be accompanied by pre-addressed, postage prepaid return envelopes addressed to the Voting and Claims Agent. Ballots

sent to the holders of the Subordinated Notes Claims and Accuride Other Equity Interests shall be accompanied by pre-addressed, postage prepaid return envelopes addressed to either (a) the Intermediary Record Owner (as defined below) or (b) if the ballot is pre-validated or the Subordinated Notes Claims or Accuride Other Equity Interests are held by the Registered Record Owner (as defined below), the Voting and Claims Agent.

19. The Plan provides that Administrative Claims, DIP Facility Claims, Priority Tax Claims and Claims in Class 1 (Other Priority Claims), Class 2 (Other Secured Claims), Class 3 (Secured Tax Claims), Class 5 (Prepetition Last Out Credit Agreement Claims), Class 6 (General Unsecured Claims), Class 8 (Intercompany Claims), Class 9 (Accuride Preferred Equity Interests) and Class 11 (Equity Interests in Subsidiaries) are deemed Unimpaired Claims and Equity Interests and, thus, the Holders of such Unimpaired Claims and Equity Interests are conclusively presumed to accept the Plan pursuant to Section 1126(f) of the Bankruptcy Code, and the Debtors are not required to solicit their vote with respect to such Unimpaired Claims and Equity Interests.

20. The Debtors shall not be obligated to deliver Solicitation Packages or ballots to Holders of Unimpaired Claims and Equity Interests. Rather, in lieu thereof and in accordance with Bankruptcy Rule 3017(d), the Debtors shall mail to the Holders of such Unimpaired Claims and Equity Interests a notice, substantially in the form of Exhibit 4 attached hereto (the "**Unimpaired Claims and Equity Interests Notice**").

21. The Debtors shall not be required to deliver ballots or Solicitation Packages to counterparties to the Debtors' executory contracts and unexpired leases who do not have scheduled Claims or Claims based upon filed proofs of claim. Rather, in lieu thereof, and in accordance with Bankruptcy Rule 3017(d), the Debtors shall mail to the counterparties to the

Debtors' executory contracts and unexpired leases a notice, substantially in the form of Exhibit 6 attached hereto (the "**Contract/Lease Notice**").

C. Content and General Transmittal of Solicitation Packages; Notice of Confirmation Hearing

22. The Debtors are authorized to transmit, or cause to be transmitted, on or before December 29, 2009 (the "**Solicitation Mailing Date**"), to the persons listed below, subject to the limitations contained therein and elsewhere in this Order, by United States mail, first-class postage prepaid, personal service, or overnight delivery, a solicitation package (the "**Solicitation Package**") containing a copy or conformed printed version of the following:

a. a cover letter attached hereto as Exhibit 7 from the Debtors (i) describing the contents of the Solicitation Package and instructions on how paper copies of any materials that may be provided in CD-ROM format can be obtained at no charge; (ii) explaining that the Plan Supplement will be filed on or before fourteen (14) days before the Voting Deadline; and (iii) urging the members of the voting classes to vote to accept the Plan;

b. the Confirmation Hearing Notice, substantially in the form attached hereto as Exhibit 8;

c. the Disclosure Statement, with the Plan (which may be furnished in the Solicitation Package as Exhibit A to the Disclosure Statement) in either paper or CD-ROM format;

d. the Disclosure Statement Order (without exhibits attached) in either paper or CD-ROM format; and

e. to the extent applicable, a ballot and/or notice, appropriate for the specific creditor or interest holder, in substantially the forms attached to this Order (as may be modified for particular classes and with instruction attached thereto).

23. In disseminating the Solicitation Packages, the Debtors may include this Order, the Disclosure Statement and Plan in the form of a CD-ROM in an Adobe Acrobat (PDF) standard format. Parties will be provided a paper copy of this Order, the Disclosure Statement and Plan, free of charge, upon written request to the Voting and Claims Agent.

24. In the Solicitation Package for holders of Class 10 Equity Interests, the Debtors are authorized to transmit a letter, in the form attached hereto as Exhibit 10, from the Official Committee of Equity Security Holders.

25. The Debtors shall file the Plan Supplement with the Court on or before January 15, 2010 (the "**Exhibit Filing Date**"), which filing is without prejudice to the Debtors' rights to amend or supplement the Plan Supplement with notice to the parties set forth in paragraph 7 of this Order, up to February 3, 2010. The Plan Supplement shall include, but will not be limited to, the following documents: (a) the Amended Organizational Documents for the Debtors other than Accuride Corporation; (b) the list of Executory Contracts and Unexpired Leases designated by the Debtors to be rejected on the Effective Date; (c) a non-exclusive list of Litigation Claims held by the Debtors as of the Effective Date; (d) a list of Non-Released Parties and (e) the New Indenture.

26. The Plan Supplement shall be made available in accordance with the procedures set forth in paragraphs 27 and 58 of this Order.

27. The Debtors shall provide copies of the Solicitation Package (other than a ballot) and the Plan Supplement (including any amendments or supplements thereto) to (a) the Office of the United States Trustee, (b) counsel for the Creditors' Committee, (c) counsel to the DIP Agent, (d) counsel to the Debtors' prepetition lenders, (e) counsel to the ad hoc committee for the holders of 8.5% senior subordinated notes due February 1, 2015, (f) the Securities and Exchange Commission, (g) the Internal Revenue Service, (h) counsel for the Equity Security Committee and (i) all parties that have filed requests for notice in these Chapter 11 Cases pursuant to Bankruptcy Rule 2002 as of the date of mailing the Solicitation Package or filing the

Plan Supplement (as applicable). In addition, the Debtors shall provide copies of any amendments to the Plan Supplement to any party directly affected by such amendments.

28. The Debtors shall provide Solicitation Packages to the following creditors (with exclusions as noted herein): creditors who are holding Claims or Equity Interests designated as Impaired Claims or Equity Interests (Classes 4A, 4B, 7, and 10) and are entitled to vote on the Plan because such creditors (i) have timely filed proofs of claim (or filed untimely proofs of claim which have been allowed as timely by the Court under applicable law on or before the applicable Voting Record Date) that have not been disallowed by an order of the Court entered on or before the applicable Voting Record Date, (ii) hold claims which are scheduled in the Schedules, other than those scheduled, in whole or part, as (x) unliquidated, contingent, or disputed or (y) zero or unknown in amount or (iii) possess an Equity Security in any Debtor.

29. Creditors who have filed duplicate claims or equity interests in any given class shall be entitled to receive only one Solicitation Package and shall be allowed one ballot for voting their claims or equity interests with respect to that class based upon the last timely filed valid claim or equity interest.

30. The Debtors shall provide the Confirmation Hearing Notice to (a) the Notice Parties, (b) all known creditors of the Debtors, (c) all known equity security holders of the Debtors and (d) to parties to executory contracts and unexpired leases, which parties are not currently "creditors" as defined in section 101(10) of the Bankruptcy Code.

31. The Debtors shall publish the Confirmation Hearing Notice on or prior to January 11, 2010 in the national editions of The Wall Street Journal and shall be authorized (but

not required) to publish the Confirmation Hearing Notice in such trade or other local publications of general circulation as the Debtors shall determine.

32. Publication of the Confirmation Hearing Notice as described herein shall constitute sufficient notice of the Confirmation Hearing to persons who do not otherwise receive notice by mail as provided for in this Order.

D. Transmittal of Solicitation Packages to Holders of Contingent, Unliquidated, and Disputed Claims and Equity Interests that are Not Subject to an Objection Filed by the Debtors

33. The Debtors shall not be required to mail any documents or notices, other than the Confirmation Hearing Notice, to any creditor (i) whose claim or equity interest is not scheduled or is scheduled as disputed, contingent or unliquidated or is zero or unknown in amount and (ii) who fails to timely file a proof of claim or equity interest.

E. Holders of Securities and Approval of Certain Transmittal Procedures

34. Pursuant to Bankruptcy Rule 3017(e), the Debtors shall transmit (a) the Solicitation Packages to holders of the Subordinated Notes and Accuride Other Equity Interests and (b) the Non-Voting Status Notice and Confirmation Hearing Notice to holders of Accuride Preferred Equity Interests and Equity Interests in Subsidiaries by mailing or causing to be mailed such materials by the Solicitation Mailing Date to (x) the Registered Record Owner and (y) the Intermediary Record Owners. In addition, the Debtors shall distribute Master Ballots to the Intermediary Record Owner in accordance with customary procedures in the securities industry.

35. Each of the trustees and transfer agents for the Debtors' Securities, including, without limitation, The Bank of New York Mellon (Indenture Trustee for the Subordinated Notes) (the "**Indenture Trustees**") and American Stock Transfer & Trust Co. (the "**Stock Transfer Agent**"), within three (3) days after entry of the Disclosure Statement Order, shall provide the Voting and Claims Agent with such information as is available and/or required

to be maintained pursuant to the Indenture with respect to the names, addresses, and holdings of the respective owners that hold the Securities in their own name (the "**Registered Record Owners**") or the banks, brokerage firms, or the agents thereof as the entity through which the Beneficial Holders (as defined below) hold the Securities (collectively, the "**Intermediary Record Owners**").

36. The Intermediary Record Owners shall distribute Solicitation Packages and notices to the respective beneficial holders of the Subordinated Notes and the Accuride Other Equity Interests (the "**Beneficial Holders**"), as applicable, within seven (7) business days of receiving the Solicitation Packages and notices.

37. The Intermediary Record Owners shall follow either of the two following options, as such entities determine, to obtain the votes of the Beneficial Holders:

a. The Intermediary Record Owners may forward the Solicitation Package to the Beneficial Holders of the Subordinated Notes and the Accuride Other Equity Interests for voting, which Solicitation Package shall include a Beneficial Holders Ballot substantially in the form of Exhibit 3-C or 3-E attached hereto, and a return envelope provided by, and addressed to, the Intermediary Record Owner. Under this option, the Intermediary Record Owners shall summarize the individual votes of their Beneficial Holders from the Beneficial Holders Ballots on a Master Ballot in substantially the form attached as Exhibit 3-D or 3-F to this Order. The Intermediary Record Owners shall then date and return the Master Ballot to the Voting and Claims Agent prior to the Voting Deadline; or

b. The Intermediary Record Owner may "pre-validate" a Beneficial Holders Ballot (a "**Prevalidated Ballot**") by signing that ballot and by indicating the following on that Ballot: (a) the Intermediary Record Owner, (b) the principal amount of Subordinated Notes or the number of shares of Accuride Other Equity Interests owned by the applicable Beneficial Holder, (c) and the appropriate account numbers through which the Beneficial Holder's holdings are derived. The Intermediary Record Owner shall then forward the Solicitation Package, including the Prevalidated Ballot and a return envelope addressed to the Voting and Claims Agent, to the Beneficial Holder for voting by such Beneficial Holder.

38. The Debtors are authorized (but not directed) to reimburse the Intermediary Record Owners for their reasonable, actual, and necessary out-of-pocket expenses incurred in performing the tasks described in the subparagraphs (a) and (b) of the preceding paragraph upon written request by such entities without further order or notice (subject to the Court's retaining jurisdiction to resolve any disputes over any request for reimbursement).

39. The Debtors shall serve a copy of this Order on the Indenture Trustee, Stock Transfer Agent and each Intermediary Record Owner identified by the Debtors and the Voting and Claims Agent as an entity through which Beneficial Holders hold any of the Securities.

40. Notwithstanding anything in this Order to the contrary, the Debtors shall not be required to send Solicitation Packages, individual solicitation materials or other notices to any of the following creditors or other parties-in-interest in the Chapter 11 Cases:

a. any creditor whose claim is based solely on amounts scheduled by the Debtors but whose claim already has been paid or satisfied in the full scheduled amount or, if a proof of claim has been filed, whose claim has been paid or satisfied in the full amount reflected in the proof of claim; provided, however, if, and to the extent that, any such creditor would be entitled to receive a Solicitation Package and/or notice for any reason other than by virtue of the fact that its claim had been scheduled by the Debtors or it had filed a proof of claim, then such creditor shall be sent a Solicitation Package in accordance with the procedures set forth herein;

b. any creditor who filed a proof of claim if the amount asserted in such proof of claim is less than or equal to the amount that has already been paid;

c. any Holder of a Claim or Equity Interest that was disallowed in full by order of this Court; or

d. any person or entity to whom the Debtors mailed the Disclosure Statement Hearing Notice and received any such notices returned by the United States Postal Service marked "undeliverable as addressed," "moved - left no forwarding address," "forwarding order expired," or any similar reason, unless the Debtors have been

informed in writing by such person of that person's new address. The Voting and Claims Agent and the Debtors are under no duty to attempt to find working addresses for or to re-mail Solicitation Packages that are returned marked "undeliverable."

V. Voting Deadline and Procedures for Vote Tabulation

41. 5:00 p.m. Prevailing Eastern Time on January 29, 2010 (the "**Voting Deadline**") is the last date and time by which ballots for accepting or rejecting the Plan must be received by the Voting and Claims Agent in order to be counted.

42. If a party that is entitled to vote has more than one claim or equity interest against one or more of the Debtors based upon different transactions, said party shall be entitled to one vote for numerosity purposes in the aggregate dollar amount of all of said claims or equity interests. If a party that is entitled to vote has claims (either scheduled or filed or both) or equity interests against more than one of the Debtors based on the same transaction (e.g.; a claim against one Debtor that was guaranteed by another Debtor), said party shall be entitled to one vote for numerosity purposes in a dollar amount based upon its claim or equity interest against one of the Debtors.

43. Any timely received ballot that contains sufficient information to permit the identification of the claimant or equity holder and is cast as an acceptance or rejection of the Plan shall be counted and shall be deemed to be cast as an acceptance or rejection, as the case may be, of the Plan. The foregoing general procedures shall be subject to the following exceptions:

a. If a Claim or Equity Interest is deemed Allowed in accordance with the Plan, such Claim or Equity Interest shall be Allowed for voting purposes in the deemed Allowed amount set forth in the Plan;

b. If a Claim or Equity Interest has been estimated or otherwise allowed for voting purposes by order of the Court, then such Claim

or Equity Interest shall be temporarily allowed in the amount so estimated or allowed by the Court for voting purposes only, and not for purposes of allowance or distribution;

c. If a Claim is not listed on the Schedules, or is scheduled at zero, in an unknown amount, or, in whole or in part, as unliquidated, contingent, or disputed, and a proof of claim was not (a) timely filed by the Claims Bar Date or (b) deemed timely filed by an order of the Bankruptcy Court prior to the Voting Deadline, then such Claim shall be disallowed for voting purposes and for purposes of allowance and distribution pursuant to Bankruptcy Rule 3003(c);

d. If the Debtors have served and filed an objection to a Claim or Equity Interest or any portion thereof, then such Claim or Equity Interest shall be temporarily disallowed for voting purposes only and not for the purposes of the allowance or distribution, except to the extent and in the manner as may be set forth in the objection, and except as may be allowed for voting purposes by this Court; and

e. Ballots cast in amounts in excess of their allowed amount will only be counted to the extent of the creditors' allowed Claim or Equity Interest.

44. None of the Debtors, the Voting and Claims Agent or any other person or entity will be under any duty to provide notification of defects or irregularities with respect to delivered Ballots, nor will any of them incur any liability for failure to provide such notification. The Voting and Claims Agent may either disregard, with no further notice, defective Ballots, or it may attempt to have defective Ballots cured.

45. The following ballots shall not be counted or considered for any purpose in determining whether the Plan has been accepted or rejected:

a. Any ballot received after the Voting Deadline unless the Debtors shall have granted an extension of the Voting Deadline in writing with respect to such ballot;

b. Any ballot that is illegible or contains insufficient information to permit the identification of the holder of the claim or equity interest;

c. Any ballot cast by a person or entity that does not hold a claim or equity interest in a class that is entitled to vote to accept or reject the Plan;

d. Any ballot cast for a claim not listed on the Schedules, or scheduled at zero, in an unknown amount, or, in whole or in part, as unliquidated, contingent, or disputed, and for which no proof of claim was timely filed;

e. Any ballot that is properly completed, executed and timely filed, but (i) does not indicate an acceptance or rejection of the Plan, (ii) indicates both an acceptance and rejection of the Plan, or (iii) partially accepts and partially rejects the Plan; provided, however, that (ii) and (iii-) hereof shall not be applicable to the Master Ballots which will indicate the voting of the Beneficial Holders;

f. Any ballot submitted by facsimile, telecopy or electronic mail;

g. Any unsigned ballot;

h. Any ballot sent to this Court, the Debtors, the Debtors' agents/representatives (other than the Voting and Claims Agent), any indenture trustee, or the Debtors' financial or legal advisors; or

i. Any ballot not cast in accordance with the procedures approved in this Order.

46. Any duplicate ballot will only be counted once.

47. Notwithstanding anything in this Order to the contrary, the ballot of any creditor who filed a Rule 3018(a) Motion in accordance with the procedures set forth in this Order shall not be counted for voting purposes, unless such creditor's claim or equity interest is temporarily allowed by the Court after notice and a hearing or agreed to in writing by the Debtors.

48. Notwithstanding Bankruptcy Rule 3018(a), whenever two or more ballots are cast which attempt to vote the same claim or equity interest prior to the Voting Deadline, the last valid ballot received by the Voting and Claims Agent prior to the Voting Deadline shall be deemed to reflect the voter's intent and thus to supersede any prior ballots, provided, however,

that where an ambiguity exists as to which ballot was the latest mailed, the Voting and Claims Agent reserves the right to contact the creditor and calculate the vote according to such voter's stated intent. This procedure is without prejudice to the Debtors' right to object to the validity of the second ballot on any basis permitted by law and, if the objection is sustained, to count the first ballot for all purposes.

49. Claim or Equity Interest splitting is not permitted and creditors who vote must vote all of their Claims or Equity Interests within a particular class to either accept or reject the Plan.

50. The following procedures for tabulating votes cast by Beneficial Holders of the Subordinated Notes or the Accuride Other Equity Interests are hereby approved:

a. first, Intermediary Record Owners electing to use the Master Ballot voting process shall be required to retain for one year following the Effective Date, for inspection by the Court, the Beneficial Holders Ballots cast by Beneficial Holders, and that Intermediary Record Owners electing to send Prevalidated Ballots to Beneficial Holders for direct return to the Voting and Claims Agent shall be required to retain for one year following the Effective Date, for inspection by the Court, a list of those Beneficial Holders to whom such Prevalidated Ballots were sent. The Voting and Claims Agent shall be required to retain for one year following the Effective Date, for inspection by the Court, the Prevalidated Ballots returned by the Beneficial Holders, as well as the Master Ballots returned by the Intermediary Record Owners (in addition to all other Ballots submitted by Impaired Creditors in the Voting Classes);

b. second, (a) votes cast by Beneficial Holders holding Subordinated Notes or Accuride Other Equity Interests through Intermediary Record Owners and transmitted by means of a Master Ballot or Prevalidated Ballot shall be applied against the positions held by such Intermediary Record Owners with respect to such Subordinated Notes or Accuride Other Equity Interests and (b) votes submitted by Prevalidated Ballot or by an Intermediary Record Owner on a Master Ballot shall not be counted to the extent that they are in excess of the position maintained by the respective Intermediary Record Owner in the Subordinated Notes or Accuride Other Equity Interests on the Securities Voting Record Date;

c. third, the following assumptions apply to Prevalidated Ballots: (a) each Prevalidated Ballot is for a single account, and (b) each vote is a separate vote and not duplicative of any other vote cast by other customers of such Intermediary Record Owner (unless specific evidence indicates that one vote is for the identical account number and amount of another vote);

d. fourth, to the extent that conflicting votes or overvotes are submitted on a timely received Master Ballot or Prevalidated Ballot, the Voting and Claims Agent shall attempt to resolve the conflict or overvote prior to the preparation of the vote certification;

e. fifth, to the extent that overvotes on a timely received Master Ballot or Prevalidated Ballot are not reconcilable prior to the preparation of the vote certification, the Voting and Claims Agent shall count votes in respect of such Master Ballot or Prevalidated Ballot in the same proportion as the votes to accept and reject the Plan submitted on the Master Ballot or Prevalidated Ballot that contained the overvote, but only to the extent of the applicable Intermediary Record Owner's position on the Securities Voting Record Date in the Subordinated Notes or Accuride Other Equity Interests;

f. sixth, Intermediary Record Owners shall complete multiple Master Ballots, and the votes reflected by such multiple Master Ballots shall be counted except to the extent that they are duplicative of other Master Ballots. If two or more Master Ballots submitted are inconsistent in whole or in part, the latest Master Ballot received prior to the Voting Deadline will, to the extent of such inconsistency, supersede and revoke any prior Master Ballot, subject to the Debtors' right to object to the validity of the second Master Ballot on any basis permitted by law, including under Bankruptcy Rule 3018(a), and, if such objection is sustained, the first Master Ballot will then be counted; and

g. finally, each Beneficial Holder of the Subordinated Notes or Accuride Other Equity Interests shall be deemed to have voted the full principal amount of its Subordinated Notes Claims or Accuride Other Equity Interests, notwithstanding anything to the contrary on any ballot.

VI. Miscellaneous

51. The service of Solicitation Packages and other notices and documents described herein in the time and manner set forth in this Order constitutes adequate and sufficient notice of the Confirmation Hearing and no further notice is necessary.

52. The Debtors are authorized to make nonsubstantive changes to the Disclosure Statement, the Plan, the Ballots, the Notices and related documents without further order of the Court, including without limitation changes to correct typographical and grammatical errors, insert dates and to make conforming changes among the Disclosure Statement, the Plan, the Ballots, the Notices and any other materials in the Solicitation Package prior to mailing.

53. The Debtors are authorized and empowered to take all actions necessary to implement the relief granted in this Order.

54. Notwithstanding any applicable Bankruptcy Rule, the terms and conditions of this Order shall be immediately effective and enforceable upon its entirety.

55. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Order.

56. Copies of the Plan and Disclosure Statement (including after the Exhibit Filing Date, the Plan Supplement) and all pleadings and orders of the Bankruptcy Court are publicly available, for a fee via PACER at: http:/www.deb.uscourts.gov, or free of charge from the Voting and Claims Agent at http://www.accurideinfo.com. Such documents and pleadings may also be obtained by: (i) calling the Debtors' restructuring hotline at (888) 478-2068; (ii) visiting the Debtors' restructuring website at: http://www.accurideinfo.com; and/or (iii) writing to The Garden City Group, Inc., Attn: Accuride Ballot Processing Center, PO Box 9521, Dublin, Ohio 43017-4821.

Dated: December ____, 2009
Wilmington, Delaware

THE HONORABLE BRENDAN L. SHANNON
UNITED STATES BANKRUPTCY JUDGE

Chart A

Summary Chart of Approved Dates and Deadlines[3]

Event	Date/Deadline
Securities Voting Record Date	December 11, 2009
Non-Securities Voting Record Date	December 18, 2009
Solicitation Mailing Date	December 29, 2009
Deadline to Publish Notice of Confirmation Hearing	January 11, 2010
Rule 3018(a) Motion Deadline	January 19, 2010 @ 4:00 p.m. prevailing Eastern time
Exhibit Filing Date (Deadline to File Plan Supplement)	January 15, 2010
Objection Deadline for Confirmation Hearing	January 29, 2010 @ 4:00 p.m. prevailing Eastern time
Voting Deadline	January 29, 2010 @ 5:00 p.m. prevailing Eastern time
Confirmation Hearing	February 10, 2010 @ 10:00 a.m. prevailing Eastern time

[3] To the extent of any conflict between the dates in this chart and those in the Order, the dates in the Order shall control.

EXHIBIT 1

Disclosure Statement Notice

No changes. Please see Docket No. 231 for Notice.

EXHIBIT 2

Notice of Non-Voting Status: Disputed Claims

EXHIBIT 3-A

Ballot for Holders of Class 4A Prepetition First Out Credit Agreement LC Claims

EXHIBIT 3-B

Ballot for Holders of Class 4B Prepetition First Out Credit Agreement Other Claims

EXHIBIT 3-C

Beneficial Holder Ballot for Holders of Class 7 Subordinated Notes Claims

EXHIBIT 3-D

Master Ballot for Holders of Class 7 Subordinated Notes Claims

EXHIBIT 3-E

Beneficial Holder Ballot for Holders of Class 10 Accuride Other Equity Interests

EXHIBIT 3-F

Master Ballot for Holders of Class 10 Accuride Other Equity Interests

EXHIBIT 4

Unimpaired Claims and Equity Interests Notice

EXHIBIT 5

Notice of Non-Voting Status: Class 8

The Debtors do not intend to submit this Exhibit.

EXHIBIT 6

Contract/Lease Notice

EXHIBIT 7

Proposed Cover Letter to Voting Classes

EXHIBIT 8

Confirmation Hearing Notice

EXHIBIT 9

Notice of Limited Voting Status:

Contingent, Unliquidated or Disputed Claims or Equity Interests for which No Objection has been filed by the Debtors

The Debtors do not intend to submit this Exhibit.

EXHIBIT 10

Letter to Equity Holders from the Official Committee of Equity Security Holders

EXHIBIT D

The Reorganized Debtors' Financial Projections

ACCURIDE CORPORATION

Income Statement

($ in millions)	Projected Fiscal Years Ending December 31,				
	2009	2010	2011	2012	2013
Net Sales	$ 574.7	$ 768.8	$ 1,022.7	$ 1,246.9	$ 1,456.1
COGS	577.0	683.7	865.6	1,042.2	1,213.8
Gross Profit	$ (2.3)	$ 85.0	$ 157.1	$ 204.7	$ 242.3
SG&A	68.6	64.5	52.7	54.5	56.3
Operating Income	$ (70.8)	$ 20.5	$ 104.4	$ 150.2	$ 186.0
Depreciation & Amortization	50.8	47.2	47.5	50.3	53.4
EBITDA	$ (20.1)	$ 67.7	$ 151.9	$ 200.5	$ 239.4
Non-recurring/Other items	41.6	11.8	0.4	0.4	0.4
Adjusted EBITDA	$ 21.5	$ 79.6	$ 152.3	$ 200.9	$ 239.8
Other Expenses / (Income)	(8.5)	-	-	-	-
Net Interest Expense	69.0	46.8	41.7	43.8	45.5
Pre-tax Income	$ (131.4)	$ (26.3)	$ 62.7	$ 106.4	$ 140.6
Tax	(11.5)	(9.5)	22.6	38.3	50.6
Net Income	$ (119.9)	$ (16.8)	$ 40.1	$ 68.1	$ 90.0

EXHIBIT E

The Reorganized Debtors' Valuation Analysis

This information is being included at the direction of the Debtors and does not reflect Perella Weinberg Partners' view as the information necessary as what constitutes adequate disclosure.

REORGANIZATION VALUATION ANALYSIS

A. OVERVIEW

The Debtors have been advised by Perella Weinberg Partners LP ("PWP") regarding estimates of the reorganization value of the Reorganized Debtors on a going concern basis (the "Valuation"). PWP has determined the estimated range of reorganization enterprise value of the Reorganized Debtors to be approximately $491 million to $575 million (with a mid-point estimate of approximately $533 million) as of an assumed Effective Date of March 31, 2010. Adjusting for reorganized net debt of $374 million (prior to L/Cs and treating the New Notes as debt) implies an equity value range of $118 million to $201 million (with a mid-point estimate of approximately $159 million).

The estimated Valuation range as of an assumed Effective Date on March 31, 2010, reflects PWP's analysis of business and asset information provided by the Debtors' management to PWP. Changes in facts and circumstances between the date hereof and the Effective Date, including, without limitation, a delay in the Effective Date, may result in changes to the Valuation. PWP will consider any such changes in facts and circumstances and may modify its estimate of the estimated Valuation range prior to the Effective Date.

The foregoing Valuation range estimates are based on a number of assumptions, including a successful reorganization of the Debtors' business and finances in a timely manner, the implementation of the Reorganized Debtors' Business Plan (the "Business Plan"), achievement of the forecasts reflected in the Business Plan, access to adequate exit financing (including proceeds from the Rights Offering), continuity of a qualified management team, market conditions through the period covered by the Financial Projections, and the Plan becoming effective in accordance with the estimates and other assumptions discussed below.

With respect to the Financial Projections, which were prepared by the management of the Debtors, and are included as Exhibit D to this Disclosure Statement, PWP has assumed that the Financial Projections have been reasonably prepared in good faith and on a basis reflecting the best currently available estimates and judgments of the Debtors' management as to the future operating and financial performance of the Reorganized Debtors. PWP's estimate of a range of reorganization values assumes that operating results projected by the Debtors will be achieved by the Reorganized Debtors in all material respects, including revenue growth and improvements in operating margins, earnings and cash flow. Certain of the results forecast by the management of the Debtors are materially better than the recent historical results of operations of the Debtors. The estimate of reorganization values is dependent upon the Reorganized Debtors performing at the levels set forth in the Financial Projections. If the business performs at levels above or below those set forth in the Financial Projections, such performance may have a material impact on the Financial Projections and on the estimated range of values derived therefrom.

In estimating the Valuation range PWP: (1) reviewed certain historical financial information of the Debtors for recent years and interim periods; (2) reviewed certain internal financial and operating data of the Debtors, including the Financial Projections, which were prepared and provided to PWP by the Debtors' management and which relate to the Debtors' business and their prospects; (3) met with certain members of management of the Debtors to discuss the Debtors' operations and future prospects; (4) reviewed publicly available financial data and considered the market value of public companies that PWP deemed generally comparable to the operating businesses of the Debtors; (5) considered certain economic and industry information relevant to the operating businesses; and (6) conducted such other studies, analyses, inquiries, and investigations as it deemed appropriate. PWP assumed and relied on the accuracy and completeness of all financial and other information furnished to it by the Debtors, as well as publicly available information.

In addition, PWP did not independently verify management's Financial Projections in connection with such estimates of the reorganization value of the Reorganized Debtors, and no independent valuations or appraisals of the Debtors were sought or obtained in connection herewith.

Estimates of the reorganization value of the Reorganized Debtors do not purport to be appraisals or necessarily reflect the values that may be realized if assets are sold as a going concern, in liquidation, or otherwise.

In the case of the Reorganized Debtors, the estimates of the reorganization value prepared by PWP represent the hypothetical reorganization value of the Reorganized Debtors. Such estimates were developed for purposes of the formulation and negotiation of the Plan and the analysis of implied relative recoveries to creditors thereunder. Such estimates reflect computations of the range of the estimated reorganization value of the Reorganized Debtors through the application of various valuation techniques and do not purport to reflect or constitute appraisals, liquidation values or estimates of the actual market value that may be realized through the sale of any Securities issued pursuant to the Plan, which may be significantly different than the amounts set forth herein.

The value of an operating business is subject to numerous uncertainties and contingencies which are difficult to predict and will fluctuate with changes in factors affecting the financial condition and prospects of such a business. As a result, the estimate of the ranges of the reorganization value of the Reorganized Debtors set forth herein is not necessarily indicative of actual outcomes, which may be significantly more or less favorable than those set forth herein. Because such estimates are inherently subject to uncertainties, none of the Debtors, PWP, the Debtors' other advisors or any other person assumes responsibility for their accuracy. In addition, the valuation of newly issued Securities is subject to additional uncertainties and contingencies, all of which are difficult to predict. Actual market prices of such Securities at issuance will depend upon, among other things, prevailing interest rates, conditions in the financial markets, the anticipated initial securities holdings of prepetition creditors, some of which may prefer to liquidate their investment rather than hold it on a long-term basis, and other factors which generally influence the prices of securities.

B. VALUATION METHODOLOGY

PWP performed a variety of analyses and considered a variety of factors in preparing the reorganization value of the Reorganized Debtors. PWP primarily relied on widely-recognized methodologies: comparable public company analysis, discounted cash flow analysis and market analysis. PWP made judgments as to the relative significance of each analysis in determining the Debtors' indicated reorganization value range. PWP's valuation must be considered as a whole, and selecting just one methodology or portions of the analyses, without considering the analyses as a whole, could create a misleading or incomplete conclusion as to the Reorganized Debtors' reorganization value.

The following summary does not purport to be a complete description of the analyses and factors undertaken to support PWP's conclusions. The preparation of a valuation is a complex process involving various determinations as to the most appropriate analyses and factors to consider, as well as the application of those analyses and factors under the particular circumstances. As a result, the process involved in preparing a valuation is more complex than the summary provided below.

1. Comparable Public Company Analysis

A comparable public company analysis estimates value based on a comparison of the target company's financial statistics with the financial statistics of public companies that are similar to the target company. It establishes a benchmark for asset valuation by deriving the value of "comparable" assets through a standardized approach that uses a common variable such as revenues, earnings, and cash flows. The analysis includes a detailed financial comparison of each company's income statement, balance sheet, and cash flow statement. In addition, each company's performance, profitability, margins, leverage and

business trends are also examined. Based on these analyses, a number of financial multiples and ratios are calculated to gauge each company's relative performance and valuation.

A key factor to this approach is the selection of companies with relatively similar business and operational characteristics to the target company. Criteria for selecting comparable companies include, among other relevant characteristics, similar lines of businesses, business risks, target market segments, growth prospects, maturity of businesses, market presence, size, and scale of operations. The selection of truly comparable companies is often difficult and subject to interpretation. However, the underlying concept is to develop a premise for relative value, which, when coupled with other approaches, presents a foundation for determining reorganization value.

In performing the Comparable Public Company Analysis, the following publicly traded companies were deemed generally comparable to the Debtors' business in some or all of the factors described above and were selected:

- Commercial Vehicle Group Inc.
- Cummins Inc.
- Navistar International Corp.
- PACCAR Inc.
- Superior Industries International, Inc.
- Titan International Inc.
- Wabash National Corp.
- WABCO Holdings Inc.

While calculating the current trading value for the comparable companies, PWP analyzed the current trading value for the comparable companies as a multiple of projected fiscal year end 2010 and 2011 earnings before interest, taxes, depreciation and amortization ("EBITDA"). This information informed the multiples applied to the Debtors' fiscal year end 2010 and 2011 forecasted Adjusted EBITDA to determine the range of reorganization values for the Debtors. Adjusted EBITDA ("Adjusted EBITDA") is measured as earnings (defined as operating income (loss) plus other income less other expenses) before interest, taxes, depreciation and amortization and excluding restructuring and other one-time charges.

In preparing comparable company analysis, it is important to note that no company utilized as a comparison is identical to the Debtors. Accordingly, an analysis of publicly traded comparable companies is not mathematical; rather, it involves complex considerations and judgments concerning the differences in financial and operating characteristics of the companies relative to the Reorganized Debtors.

2. Discounted Cash Flow Approach

The discounted cash flow ("DCF") valuation methodology relates the value of an asset or business to the present value of expected future cash flows to be generated by that asset or business. The DCF methodology is a "forward looking" approach that discounts the expected future cash flows by a theoretical or observed discount rate determined by calculating the average cost of debt and equity for publicly traded companies that are similar to the Debtors. The expected future cash flows have two components: the present value of the projected unlevered after-tax free cash flows for a determined period and the present value of the terminal value of cash flows (representing firm value beyond the time horizon of the Financial Projections). PWP's discounted cash flow valuation is based on a four year fiscal year end projection of the Debtors' operating results (2Q '10E – FY '13E). PWP discounted the projected cash flows using the Debtors' estimated weighted average cost of capital (the "Discount Rate" described below), and calculated the terminal value of the Debtors using EBITDA multiples derived from the historical trends and comparable companies analysis.

The concluded Discount Rate range of 15.0% - 20% reflects the estimated blended rate of return that would be required by debt and equity investors to invest in the business based on its capital structure. In selecting

a cost of capital range for the Debtors, PWP's analysis included input received from financing sources and yields on the debt securities of publicly traded comparable companies.

The DCF approach relies on a company's ability to project future cash flows with some degree of accuracy. Because the Financial Projections reflect significant assumptions made by the Debtors' management concerning anticipated results, the assumptions and judgments used in the Financial Projections may or may not prove correct and, therefore, no assurance can be provided that projected results are attainable or will be realized. PWP cannot and does not make any representations or warranties as to the accuracy or completeness of the Financial Projections.

3. Market Analysis

The Market Analysis approach estimates value by analyzing the levels at which investors are willing to put new capital into the reorganized entity. This approach assumes that investors would be willing to provide new capital if expected returns were sufficient to compensate for the risk inherent in the investment. As such, the value implied by the offers for new capital can be assumed to be a reasonable proxy for the risk-adjusted value of the business. PWP received several firm indications from key constituents and used these data points to derive an implied enterprise value for the reorganized Debtor.

The foregoing Valuation represents estimated reorganization values and does not reflect values that could be attainable in public or private markets. The Valuation does not purport to be an estimate of the post-reorganized market trading value. Any such trading value may be materially different from the foregoing Valuation.

EXHIBIT F

Liquidation Analysis

($ in Thousands)

Liquidation Proceeds:	As of 8/31/2009	RECOVERY ANALYSIS HIGH	LOW	MIDPOINT
Cash [1]	$49,405	$49,405	$49,405	$49,405
% Recovery		*100%*	*100%*	*100%*
Accounts Receivable	69,561	45,025	27,992	36,509
% Recovery		*65%*	*40%*	*52%*
Raw Materials	16,199	4,619	2,418	3,518
WIP	20,178	1,790	358	1,074
Finished Goods	26,263	16,891	12,006	14,448
Total Inventory	62,640	23,300	14,782	19,041
% Recovery		*37%*	*24%*	*30%*
Prepaid and Other Current Assets	6,398	467	467	467
% Recovery		*7%*	*7%*	*7%*
Supplies	13,801	1,380	690	1,035
% Recovery		*10%*	*5%*	*8%*
Property, Plant & Equipment	199,348	32,644	13,230	22,937
% Recovery		*16%*	*7%*	*12%*
Other Assets	1,792	910	910	910
% Recovery		*51%*	*51%*	*51%*
Estimated Gross Proceeds	$402,945	$153,132	$107,475	$130,303
% Recovery		*38%*	*27%*	*32%*
Less Cost of Wind-Down:				
Liquidation costs		$22,292	$22,292	$22,292
Chapter 7 Trustee fees [2]		3,925	1,961	2,645
Estimated Net Proceeds Available for Creditors		**$126,914**	**$83,222**	**$105,366**
Estimated Recoveries:				
DIP - First-in / Last-out Tranche		$25,000	$25,000	$25,000
% Recovery		*100%*	*100%*	*100%*
		$101,914	$38,393	$60,537
Senior Secured Revolver and First-Out Term Loan		$298,861	$298,861	$298,861
% Recovery		*34%*	*13%*	*20%*
Proceeds in excess over senior secured revolver and first-out term loan		$0	$0	$0
Senior Secured Last-Out Term Loan [3]		$75,256	$75,256	$75,256
% Recovery		*0%*	*0%*	*0%*
Proceeds in excess over senior secured last-out term loan		$0	$0	$0

(1) Cash balance as of November 28, 2009

(2) Chapter 7 Trustee fees assumed to be 3% of estimated gross proceeds

(3) Includes PIK interest through August 31, 2009

NOTES

1. Basis for Valuation

Value estimates were derived from actual balances as of August 31, 2009.

2. Cash

The cash balances in each of the high, midpoint and low recovery cases is the actual cash balance as of November 28, 2009.

3. Accounts Receivable

Accounts receivable were broken down between trade receivables and other receivables. Trade accounts receivable were analyzed using aging data by business unit and customer. A significant portion of the Debtors' receivables are current or less than 30 days past due which should enhance realizations, particularly in the high recovery case scenario. As such, it is assumed that moderate proceeds will be realized from trade receivables. Other receivables consist of various items including tax refunds and notes receivables which in aggregate are assumed to have moderate realizations.

4. Inventory

Inventory was analyzed by raw materials, work in progress and finished goods. Recovery of raw materials are estimated to have minimal to moderate recovery based on realizations relative to scrap values. The Debtor assumed that work in progress would not be converted into finished goods and therefore have minimal recovery values. Finished goods are assumed to have moderate recoveries given a significant portion of finished goods are made to order and the Debtors' leading market position.

5. Supplies

Supplies basically consist of spare parts used in the various manufacturing processes and are assumed to have minimal recovery value.

6. Property, Plant and Equipment (PP&E)

Property, Plant & Equipment consists of land and land improvements, machinery and equipment, buildings, furniture and fixtures, trucks and automobiles, tools and dies and leasehold improvements. The most significant category on a net book value basis is machinery & equipment, followed by buildings & fixtures. PP&E is assumed to produce minimal recovery in a chapter 7 liquidation.

7. Prepaid & Other Assets

Minimal recoveries are assumed for prepaid and other assets which include prepayments, deposits and notes receivables.

8. Intangible Assets

Intangible assets predominantly consist of goodwill and other intangible assets such as non-compete agreements, trade names, technology and customer relationships. Intangible assets are estimated to have no value in a chapter 7 liquidation.

9. Chapter 7 Wind-Down Costs

Costs estimates include wages, salaries and other overhead associated with selling assets and winding down the various manufacturing facilities. Such costs are estimated to be reduced significantly upon commencement of the liquidation and reduced further during the course of the wind-down. Certain professional fees and other contingencies for items such as administrative expenses, severance and retention amounts are also included in the analysis. Wind down costs are satisfied ahead of creditors.

10. Chapter 7 Trustee Fees

It is assumed that the Chapter 7 Trustee fees are paid in accordance with limits established by section 326 of the Bankruptcy Code.

11. DIP Facility – First in / Last out tranche

The first in, last out tranche of the DIP facility has been fully drawn in the amount of $25.0 million.

12. Prepetition First Out Credit Agreement Claims

Prepetition First Out Credit Agreement Claims as of August 31, 2009 total $298.9 million and assume all letters of credit are fully drawn.

13. Prepetition Last Out Credit Agreement Claims

Prepetition Last Out Credit Agreement Claims as of August 31, 2009 total $75.3 million and include PIK interest.

14. Avoidance Actions

For the purposes of this analysis, no realizations are assumed from avoidance actions.

EXHIBIT G

Historical Financial Statements[6]

[6] These Historical Financial Statements were taken from the Form 10-K filed by Accuride with the Commission on or about March 31, 2009. The notes accompanying such Historical Financial Statements in the Form 10-K are an integral part of the following consolidated statements and should be reviewed in their entirety.

Financial Statements

ACCURIDE CORPORATION

CONDENSED CONSOLIDATED BALANCE SHEETS (UNAUDITED)[1]

(In thousands, except for per share data)	September 30, 2009	December 31, 2008
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	$ 25,017	$ 123,676
Customer receivables, net of allowance for doubtful accounts of $1,899 and $1,743 in 2009 and 2008, respectively	69,591	70,485
Other receivables	7,201	7,734
Inventories	57,935	78,805
Supplies, net	16,907	18,501
Deferred income taxes	1,955	1,955
Income tax receivable	3,269	1,140
Prepaid expenses and other current assets	5,939	5,463
Total current assets	187,814	307,759
PROPERTY, PLANT AND EQUIPMENT, net	237,915	258,638
OTHER ASSETS:		
Goodwill	127,474	127,474
Other intangible assets, net	93,792	97,482
Deferred financing costs, net of accumulated amortization of $8,280 and $4,940 in 2009 and 2008, respectively	8,661	5,559
Marketable securities and other investments	—	5,000
Other	7,706	6,638
TOTAL	$ 663,362	$ 808,550
LIABILITIES AND STOCKHOLDERS' DEFICIENCY		
CURRENT LIABILITIES:		
Accounts payable	$ 32,533	$ 63,937
Accrued payroll and compensation	17,177	19,651
Accrued interest payable	18,494	12,505
Accrued workers compensation	7,848	7,969
Debt	555,108	—
Indebtedness to related parties	76,585	—
Accrued and other liabilities	19,200	21,556
Total current liabilities	726,945	125,618
LONG-TERM DEBT	—	651,169
DEFERRED INCOME TAXES	11,544	12,554
NON-CURRENT INCOME TAXES PAYABLE	8,440	8,715
OTHER POSTRETIREMENT BENEFIT PLAN LIABILITY	49,979	50,400
PENSION BENEFIT PLAN LIABILITY	31,521	31,941
OTHER LIABILITIES	6,955	1,968
COMMITMENTS AND CONTINGENCIES (Note 7)	—	—
STOCKHOLDERS' DEFICIENCY:		
Preferred Stock, $0.01 par value; 5,000,000 shares authorized and 1 issued	—	—
Common Stock, $0.01 par value; 100,000,000 shares authorized, 48,058,000 and 36,573,000 shares issued, and 47,507,000 and 35,869,000 shares outstanding in 2009 and 2008, respectively	475	359
Additional paid-in-capital	268,026	263,858
Treasury stock – 76,000 shares at cost in 2009 and 2008	(751)	(751)
Accumulated other comprehensive loss	(31,708)	(29,672)

[1] These financial statements were prepared on a consolidated basis and include Accuride Corporation and all of its debtor and non-debtor subsidiaries and affiliates.

Accumulated deficiency	(408,064)	(307,609)
Total stockholders' deficiency	(172,022)	(73,815)
TOTAL	$ 663,362	$ 808,550

See notes to unaudited condensed consolidated financial statements.

ACCURIDE CORPORATION

CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS (UNAUDITED)

(in thousands except per share data)	Three Months Ended September 30,		Nine Months Ended September 30,	
	2009	2008	2009	2008
NET SALES	$ 145,209	$ 239,487	$ 423,991	$ 722,616
COST OF GOODS SOLD	143,335	227,599	431,098	677,109
GROSS PROFIT (LOSS)	1,874	11,888	(7,107)	45,507
OPERATING EXPENSES:				
Selling, general and administrative	22,372	14,807	47,086	41,222
Impairment of goodwill and other intangibles	—	212,220	—	212,220
LOSS FROM OPERATIONS	(20,498)	(215,139)	(54,193)	(207,935)
OTHER INCOME (EXPENSE):				
Interest income	254	304	717	1,029
Interest expense	(18,385)	(11,930)	(47,742)	(36,853)
Loss on extinguishment of debt	—	—	(5,389)	—
Other income (loss), net	3,231	(456)	5,585	(577)
LOSS BEFORE INCOME TAXES	(35,398)	(227,221)	(101,022)	(244,336)
INCOME TAX BENEFIT	(2,069)	(26,042)	(567)	(34,791)
NET LOSS	$ (33,329)	$ (201,179)	$ (100,455)	$ (209,545)
Weighted average common shares outstanding—basic	36,368	35,498	36,197	35,447
Basic loss per share	$ (0.92)	$ (5.67)	$ (2.78)	$ (5.91)
Weighted average common shares outstanding—diluted	36,368	35,498	36,197	35,447
Diluted loss per share	$ (0.92)	$ (5.67)	$ (2.78)	$ (5.91)

See notes to unaudited condensed consolidated financial statements.

ACCURIDE CORPORATION

CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS (UNAUDITED)

(In thousands)	Nine Months Ended September 30, 2009	2008
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net loss	$ (100,455)	$ (209,545)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation and impairment	34,580	30,412
Amortization – deferred financing costs	3,340	925
Amortization – other intangible assets	3,690	4,133
Loss on extinguishment of debt	5,389	—
Loss on disposal of assets	57	429
Provision for deferred income taxes	(136)	(34,927)
Non-cash stock-based compensation	249	2,185
Loss on sale of marketable securities	1,100	—
Impairments of investments	—	2,896
Impairments of goodwill and other intangibles	—	212,220
Change in warrant liability	(608)	—
Paid-in-kind interest	6,519	—
Changes in certain assets and liabilities:		
Receivables	1,427	(34,218)
Inventories and supplies	22,464	6,052
Prepaid expenses and other assets	(5,921)	(8,956)
Accounts payable	(26,910)	10,958
Accrued and other liabilities	1,688	(9,471)
Net cash used in operating activities	(53,527)	(26,907)
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchases of property, plant and equipment	(16,122)	(24,862)
Purchase of marketable securities	—	(5,000)
Sale of marketable securities	3,900	—
Other	213	(827)
Net cash used in investing activities	(12,009)	(30,689)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Increase in revolving credit advance	30,626	—
Decrease in revolving credit advance	(53,000)	—
Credit facility amendment fees	(10,797)	—
Other	48	(934)
Net cash used in financing activities	(33,123)	(934)
DECREASE IN CASH AND CASH EQUIVALENTS	(98,659)	(58,530)
CASH AND CASH EQUIVALENTS—Beginning of period	123,676	90,935
CASH AND CASH EQUIVALENTS—End of period	$ 25,017	$ 32,405
Supplemental cash flow information:		
Cash paid for interest	$ 32,660	$ 39,205
Cash paid for income taxes	$ 802	$ 2,298
Non-cash transactions:		

Purchases of property, plant, and equipment in accounts payable	$ 621	$	1,964
Issuance of warrants	$ 4,655		—
Exercise of warrants	$ 3,985		—

See notes to unaudited condensed consolidated financial statements.

ACCURIDE CORPORATION

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

AS OF SEPTEMBER 30, 2009 AND DECEMBER 31, 2008 AND FOR THE THREE AND NINE MONTHS ENDED SEPTEMBER 30, 2009 AND 2008

(AMOUNTS IN THOUSANDS, EXCEPT SHARE AND PER SHARE DATA)

Note 1 - Summary of Significant Accounting Policies

Basis of Presentation – The accompanying unaudited condensed consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America, except that the unaudited condensed consolidated financial statements do not include all of the information and footnotes required by accounting principles generally accepted in the United States of America for complete financial statements. However, in the opinion of Accuride Corporation ("Accuride" or the "Company"), all adjustments (consisting of normal recurring accruals) considered necessary to present fairly the condensed consolidated financial statements have been included.

The results of operations for the three and nine months ended September 30, 2009 are not necessarily indicative of the results to be expected for the year ending December 31, 2009. The unaudited consolidated financial statements and notes thereto should be read in conjunction with the audited consolidated financial statements and notes thereto disclosed in Accuride's Annual Report on Form 10-K for the year ended December 31, 2008.

Subsequent events have been evaluated for potential recognition and disclosure through November 16, 2009, the date that these financial statements are filed with the Securities and Exchange Commission. See Note 12, Subsequent Events.

Bankruptcy Filing – On October 8, 2009, The Company and its United States ("U.S.") subsidiaries (the "Debtors") filed voluntary petitions for relief under Chapter 11 of the United States Bankruptcy Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"). The Debtors' Chapter 11 cases are being jointly-administered under Case No. 09-13449. The Debtors will continue to operate their businesses as "debtors-in-possession" under the supervision of the Bankruptcy Court and in accordance with the applicable provisions of the Bankruptcy Code and orders of the Bankruptcy Court. The Company's Mexico and Canada subsidiaries were not included in the filings and will continue their business operations without supervision from the Bankruptcy Court and will not be subject to the requirements of the Bankruptcy Code. See Note 12, Subsequent Events.

Accounting Standards Codification ("ASC") 852 *Reorganizations* ("ASC 852"), which is applicable to companies in Chapter 11, generally does not change the manner in which financial statements are prepared.

However, it does require that the financial statements for periods subsequent to the filing of the Chapter 11 petition distinguish transactions and events that are directly associated with the reorganization from the ongoing operations of the business. Revenues, expenses, realized gains and losses, and provisions for losses that can be directly associated with the reorganization and restructuring of the business must be reported separately as reorganization items in the statements of operations beginning in the quarter ending December 31, 2009. The balance sheet must distinguish prepetition liabilities subject to compromise from both those prepetition liabilities that are not subject to compromise and from post-petition liabilities. Liabilities that may be affected by a plan of reorganization must be reported at the amounts expected to be allowed, even if they may be settled for lesser amounts. In addition, cash provided by reorganization items must be disclosed separately in the statements of cash flows. The Company adopted ASC 852 effective on October 8, 2009 and will segregate those items as outlined above for all reporting periods subsequent to such date. The Debtors are currently operating pursuant to Chapter 11 under the Bankruptcy Code and continuation of the Company as a going-concern is contingent upon, among other things, the Debtors' ability (i) to comply with the terms and conditions of the DIP financing agreement described in Note 12; (ii) to develop a plan of reorganization and obtain confirmation under the Bankruptcy Code; (iii) to reduce unsustainable debt and other liabilities and simplify our complex and restrictive capital structure through the bankruptcy process; (iv) to return to profitability; (v) to generate sufficient cash flow from operations; and (vi) to obtain financing sources to meet our future obligations. These matters create uncertainty relating to our ability to continue as a going concern. The accompanying condensed consolidated financial statements do not reflect any adjustments relating to the recoverability and classification of assets or liabilities that might result from the outcome of these uncertainties. In addition, any plan of reorganization could materially change amounts reported in our condensed consolidated financial statements, which do not give effect to any adjustments of the carrying value of assets and liabilities

Fees related to the evaluation of alternatives for addressing the failure to comply with certain financial covenants under our Credit Agreement were recognized as a component of Operating Expenses.

Management's Estimates and Assumptions – The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Derivative Financial Instruments – We use derivative financial instruments as part of our overall risk management strategy as further described under Item 7A of our 2008 Annual Report on Form 10-K. The derivative instruments used from time to time include interest rate and foreign exchange instruments. All derivative instruments are recognized on the balance sheet at their estimated fair values. As of September 30, 2009, there were no derivatives that were designated as hedges for financial reporting purposes.

Interest Rate Instruments – We use interest rate swap agreements as a means of fixing the interest rate on portions of our floating-rate debt. As of September 30, 2009 we had one interest rate swap agreement outstanding, which was established in December 2007. Pursuant to the terms of the interest rate swap agreement, we exchange with the counterparty, at specified intervals, the difference between 3.81% from March 2009 through March 2010, and the variable rate interest amounts calculated by reference to the notional principal amount. The notional principal amount under the terms is $125 million from September 2009 through March 2010.

Gains and losses included as a component of interest expense are as follows:

	Three Months Ended September	Nine Months Ended September

	2009	2008	2009	2008
Realized Loss	$ (1,190)	$ (555)	$ (3,044)	$ (754)
Unrealized Gain (Loss)	$ 906	$ (435)	$ 2,287	$ (1,617)

Foreign Exchange Instruments – We use foreign currency forward contracts and option contracts to limit foreign exchange risk on anticipated but not yet committed transactions expected to be denominated in Canadian dollars. As of September 30, 2009, the notional amount of open foreign exchange forward contracts was $4.7 million.

Gains and losses included as a component of other income (expense) are as follows:

	Three Months Ended September		Nine Months Ended September	
	2009	2008	2009	2008
Realized Gain (Loss)	$ 748	$ (61)	$ 1,498	$ 175
Unrealized Gain (Loss)	$ (58)	$ (164)	$ 104	$ (164)

Commodity Price Instruments – We use commodity price swap contracts to limit exposure to changes in certain raw material prices. Commodity price instruments, which do not meet the normal purchase exception, are not designated as hedges for financial reporting purposes and, accordingly, are carried in the financial statements at fair value, with realized and unrealized gains and losses reflected in current period earnings as a component of "Cost of goods sold." At September 30, 2009, we had no open commodity price swaps or futures contracts.

Gains and losses included as a component of cost of goods sold are as follows:

	Three Months Ended September		Nine Months Ended September	
	2009	2008	2009	2008
Realized Gain (Loss)	$ —	$ (562)	$ —	$ 1,072
Unrealized Loss	$ —	$ (1,156)	$ —	$ (704)

Earnings Per Common Share – Basic and diluted earnings per common share were computed as follows:

	Three Months Ended		Nine Months Ended	
(in thousands except per share data)	2009	2008	2009	2008
Numerator:				
Net loss	(33,329)	$ (201,179)	$ (100,455)	$ (209,545)
Denominator:				
Weighted average shares outstanding – Basic	36,368	35,498	36,197	35,447
Effect of dilutive stock options	—	—	—	—
Weighted average shares outstanding – Diluted	36,368	35,498	36,197	35,447
Basic loss per common share	$ (0.92)	$ (5.67)	$ (2.78)	$ (5.91)
Diluted loss per common share	$ (0.92)	$ (5.67)	$ (2.78)	$ (5.91)

As of September 30, 2009, there were 544,738 stock options, 1,117,113 stock appreciation rights, and a warrant exercisable for 238,728 shares that were not included in the computation of diluted earnings per share because the effect would be anti-dilutive.

Stock-Based Compensation –As of September 30, 2009, there was approximately $1.3 million of unrecognized pre-tax compensation expense related to share-based awards not yet vested that will be recognized over a weighted-average period of 1.4 years.

Expense was recognized for share-based compensation as follows:

	Three Months Ended September	Nine Months Ended September

	2009	2008	2009	2008
Share-based compensation expense recognized...	$ 125	$ 475	$ 249	$ 2,185

Income Tax –Under ASC 270-10 and 740-270, *Interim Financial Reporting*, we compute on a quarterly basis an estimated annual effective tax rate considering ordinary income and related income tax expense. Ordinary income refers to income (loss) before income tax expense excluding significant, unusual, or infrequently occurring items. The tax effect of an unusual or infrequently occurring item is recorded in the interim period in which it occurs. To the extent the Company cannot reliably estimate annual projected taxes for a taxing jurisdiction, taxes on ordinary income for such a jurisdiction are reported in the period in which they are incurred, which is the case for our domestic tax jurisdictions. Other items included in income tax expense in the periods in which they occur include the cumulative effect of changes in tax laws or rates, foreign exchange gains and losses, adjustments to uncertain tax positions, and adjustments to our valuation allowance due to changes in judgment in the realizability of deferred tax assets in future years.

We have assessed the need to maintain a valuation allowance for deferred tax assets based on an assessment of whether it is more likely than not that deferred tax benefits will be realized through the generation of future taxable income. Appropriate consideration is given to all available evidence, both positive and negative, in assessing the need for a valuation allowance. Due to our recent history of U.S. operating and taxable losses, the inconsistency of these profits, and the uncertainty of our financial outlook, we continue to maintain a full valuation allowance against our domestic deferred tax assets.

Recent Accounting Adoptions

ASC 805 – In December 2007, the Financial Accounting Standards Board ("FASB") issued SFAS No. 141(R), *Business Combinations*, which replaces SFAS No. 141, *Business Combinations*. SFAS No. 141(R) requires the acquirer of a business to recognize and measure the identifiable assets acquired, the liabilities assumed, and any non-controlling interest in the acquiree at fair value. SFAS No. 141(R) also requires transaction costs related to the business combination to be expensed as incurred. SFAS No. 141(R) applies prospectively to business combinations for which the acquisition date is on or after the beginning of the first annual reporting period beginning on or after December 15, 2008. We adopted SFAS No. 141(R) on January 1, 2009 and it had no material impact on our consolidated financial statements.

ASC 810-10 – In December 2007, the FASB issued the *Noncontrolling Interests in Consolidated Financial Statements* topic in the FASB Accounting Standards Codification. *Noncontrolling Interests in Consolidated Financial Statements* requires all entities to report noncontrolling (minority) interests in subsidiaries as equity in the consolidated financial statements. Its intention is to eliminate the diversity in practice regarding the accounting for transactions between an entity and noncontrolling interests. *Noncontrolling Interests in Consolidated Financial Statements* applies to fiscal years and interim periods beginning on or after December 15, 2008. We adopted *Noncontrolling Interests in Consolidated Financial Statements* topic on January 1, 2009 and it had no material impact on our consolidated financial statements.

ASC 815-10 – In March 2008, the FASB issued *Disclosures about Derivative Instruments and Hedging Activities* in the FASB Accounting Standards Codification. *Disclosures about Derivative Instruments and Hedging Activities* amends and expands the disclosure requirements to provide a better understanding of how and why an entity uses derivative instruments, how derivative instruments and related hedged items are accounted for, and their effect on an entity's financial position, financial performance, and cash flows. *Disclosures about Derivative Instruments and Hedging Activities* is effective for fiscal years and interim periods beginning after November 15, 2008. We adopted *Disclosures about Derivative Instruments and Hedging Activities* topic on January 1, 2009 and it had no material impact on our consolidated financial statements.

ASC 855-10 - We adopted *Subsequent Events* topic in the FASB Accounting Standard Codification for the Quarterly Report for the period ended June 30, 2009. *Subsequent Events* establishes general standards of accounting for and disclosure of events that occur after the balance sheet date but before financial statements are issued, which are referred to as subsequent events. The statement clarifies existing guidance on subsequent events, including a requirement that a public entity should evaluate subsequent events through the issue date of the financial statements,

the determination of when the effects of subsequent events should be recognized in the financial statement and disclosures regarding all subsequent events. Adoption of the *Subsequent Events* topic did not have a material affect on our condensed consolidated financial statements.

ASC 820 - In April 2009, the Financial Accounting Standards Board (FASB) issued accounting guidance on interim disclosures about fair value of financial instruments. This guidance amends previous guidance to require disclosures about fair value of financial instruments for interim reporting periods of publicly traded companies as well as in annual financial statements. This guidance also amends previous guidance to require disclosures in summarized financial information at interim reporting periods. This guidance was effective for interim reporting periods ending after June 15, 2009. The adoption of this guidance did not have a material impact on our condensed consolidated financial statements.

ASC 105-10 - In June 2009, the FASB issued ASC topic 105 (formerly Statement of Financial Standards (SFAS) No. 168, *The Hierarchy of Generally Accepted Accounting Principles*). ASC 105 contains guidance which reduces the U.S. GAAP hierarchy to two levels, one that is authoritative and one that is not. This pronouncement became effective September 15, 2009. The adoption of this pronouncement did not have a material impact on our consolidated financial statements.

New Accounting Pronouncements

ASC 820-10 – In February 2008, the FASB issued the *Effective Date of FASB Statement No. 157* topic in the FASB Accounting Standards Codification, which delayed the effective date of fair value measurements for nonfinancial assets and liabilities to fiscal years beginning after November 15, 2009, except for items that are recognized or disclosed at fair value in the financial statements on a recurring basis. Management is currently evaluating the impact of the topic on our consolidated financial statements.

ASC 715-20 – In March 2008, the FASB issued the *Employers' Disclosures about Postretirement Benefit Plan Assets* topic in the FASB Accounting Standards Codification. The statement requires disclosures of the objectives of postretirement benefit plan assets, investment policies and strategies, categories of plan assets, fair value measurements of plan assets, and significant concentrations of risk. *Disclosures about Postretirement Benefit Plan Assets* is effective for fiscal years and interim periods beginning after December 15, 2009. The adoption of the *Disclosures about Postretirement Benefit Plan Assets* is expected to increase our disclosures, but it is not expected to have an impact on our consolidated financial statements.

ASC 810 – In June 2009, the FASB finalized SFAS No. 167, Amending FASB interpretation No. 46(R), which was later superseded by the FASB Codification and included in ASC topic 810. The provisions of ASC 810 provide guidance in determining whether an enterprise has a controlling financial interest in a variable interest entity. This determination identifies the primary beneficiary of a variable interest entity as the enterprise that has both the power to direct the activities of a variable interest entity that most significantly impacts the entity's economic performance, and the obligation to absorb losses or the right to receive benefits of the entity that could potentially be significant to the variable interest entity. This pronouncement also requires ongoing reassessments of whether an enterprise is the primary beneficiary and eliminates the quantitative approach previously required for determining the primary beneficiary. New provisions of this pronouncement are effective January 1, 2010. The Company is currently evaluating the impact of adopting this pronouncement.

Note 2 – Restructuring

During 2008, in response to the slow commercial vehicle market and the decline in sales, management undertook a review of current operations that led to a comprehensive restructuring plan. On September 22, 2008, we approved a restructuring plan to more appropriately align our workforce in response to the relatively slow commercial vehicle market. On December 15, 2008, we announced additional actions in regards to the restructuring

plan that focused on the consolidation of several of our facilities. During 2008, we recognized restructuring expenses of $12.4 million in accordance with ASC 420-10, *Accounting for Costs Associated with Exit or Disposal Activities*.

Costs incurred in 2009 are shown below by reportable segment:

	Three Months Ended September 30, 2009	Nine Months Ended September 30, 2009
Wheels		
Employee severance costs	$ —	$ 643
Lease and other contractual commitments	—	141
Subtotal	—	784
Components		
Employee severance costs	88	130
Lease and other contractual commitments	—	3,219
Subtotal	88	3,349
Corporate		
Employee severance costs	54	967
Subtotal	54	967
Total	$ 142	$ 5,100

The following is a reconciliation of the beginning and ending restructuring reserve balances for the nine-month period ended September 30, 2009:

	Employee Severance Costs	Lease and Other Contractual Costs	Total
Balance December 31, 2008	$ 4,281	$ —	$ 4,281
Costs incurred and charged to operating expenses	967	—	967
Costs incurred and charged to cost of goods sold	773	3,360	4,133
Costs paid or otherwise settled	(4,771)	(207)	(4,978)
Balance at September 30, 2009	$ 1,250	$ 3,153	$ 4,403

Of the remaining severance liability, $1,048 will be paid during 2009 with the remainder of $202 paid in 2010. Due to the filing of voluntary petitions for relief under Chapter 11 of the Bankruptcy Code, the amount of cash outflows related to the remaining lease liabilities has not been determined.

Note 3 - Inventories

Inventories are stated at the lower of cost or market. We review inventory on hand and write down excess and obsolete inventory based on our assessment of future demand and historical experience. The components of inventory on a FIFO basis are as follows:

	September 30, 2009	December 31, 2008
Raw materials	$ 15,299	$ 22,839
Work in process	19,572	21,930
Finished manufactured goods	23,064	34,036
Total inventories, net	$ 57,935	$ 78,805

Note 4 - Goodwill and Other Intangible Assets

Under ASC 350, *Goodwill and Other Intangible Assets,* we are required to assess goodwill and any indefinite-lived intangible assets for impairment annually, or more frequently if circumstances indicate impairment may have occurred. The analysis of potential impairment of goodwill requires a two-step approach. The first step is the estimation of fair value of each reporting unit. If step one indicates that impairment potentially exists, the second step is performed to measure the amount of impairment, if any. Goodwill impairment exists when the implied fair value is less than its carrying value.

As disclosed in Note 6 to the December 31, 2008 consolidated financial statements, the 2009 production forecasts published by ACT Publications for the significant commercial vehicle markets we serve were 145,000 for North American Class 8 Vehicles, 131,000 North American Class 5-7 Vehicles and 86,000 for U.S. Trailers. After December 31, 2008 actual build rates and projected 2009 build rates declined, coupled with a softening in the aftermarket. Our estimation of fair values during 2008 using an income approach for both goodwill and tradenames employed significant discount rate premiums to account for the risk associated with the potentially volatile projected cash flows and uncertainty in the economy. The deterioration in the build rates subsequent to December 31, 2008 was not an indicator of impairment for goodwill or the tradenames as the lower build rates were within the range of what we considered possible and had contemplated in our 2008 impairment analysis. Therefore, we have qualitatively concluded that each operating segment would continue to pass the step one test and that the remaining tradename intangible assets of $10.4 million would not be impaired during the nine months ended September 30, 2009.

The carrying amount of goodwill as of September 30, 2009 by reportable segment, are as follows:

	Wheels	Components	Other	Corporate	Total
Balance as of September 30, 2009	$ 123,199	$ —	$ 4,275	$ —	$ 127,474

The changes in the carrying amount of other intangible assets for the nine months ended September 30, 2009 by reportable segment, are as follows:

	Wheels	Components	Other	Corporate	Total
Balance as of December 31, 2008	$ —	$ 90,727	$ 6,195	$ 560	$ 97,482
Amortization	—	(3,262)	(288)	(140)	(3,690)
Balance as of September 30, 2009	$ —	$ 87,465	$ 5,907	$ 420	$ 93,792

The summary of goodwill and other intangible assets is as follows:

		As of September 30, 2009			As of December 31, 2008		
	Weighted Average Useful Lives	Gross Amount	Accumulated Amortization & Impairment	Carrying Amount	Gross Amount	Accumulated Amortization & Impairment	Carrying Amount
GOODWILL	—	$ 378,804	$ 251,330	$ 127,474	$ 378,804	$ 251,330	$ 127,474
Other intangible							
Non-compete	3.0	$ 3,160	$ 2,740	$ 420	$ 3,160	$ 2,599	$ 561
Trade names	—	38,080	27,650	10,430	38,080	27,650	10,430
Technology	14.7	33,540	10,704	22,836	33,540	8,989	24,551
Customer	29.6	71,500	11,394	60,106	71,500	9,560	61,940
	24.2	$ 146,280	$ 52,488	$ 93,792	$ 146,280	$ 48,798	$ 97,482

We estimate that aggregate amortization expense for our other intangible assets by year as follows:

2009	$	4,923
2010	$	4,923
2011	$	4,922
2012	$	4,736
2013	$	4,736

Note 5 - Comprehensive loss

Comprehensive loss for the three and nine months ended September 30 is summarized as follows:

	For The Three Months Ended September 30,		For The Nine Months Ended September 30,	
	2009	2008	2009	2008
Net loss	(33,329	(201,179	(10 0,455	(2 09,545
Other comprehensive income (net of tax)				
Foreign currency translation impact on pension liabilities	(1,347	636	(2,036	1,037
Total comprehensive income (loss)	$ (34,676)	$ (200,543)	$ (102,491)	$ (208,508)

Included in accumulated other comprehensive loss is the impact of pension liability fluctuations in the Canadian dollar to U.S. dollar exchange rate related to our Canadian pension plans.

Note 6 - Pension and Other Postretirement Benefit Plans

Components of Net Periodic Benefit Cost for the three and nine months ended September 30:

	For The Three Months Ended September 30,				For The Nine Months Ended September 30,			
	Pension Benefits		Other Benefits		Pension Benefits		Other Benefits	
	2009	2008	2009	2008	2009	2008	2009	2008
Service cost-benefits earned during the year	$ 390	$ 813	$ 83	$ 131	$ 1,135	$ 2,527	$ 238	$ 443
Interest cost on projected benefit obligation	2,962	2,882	937	911	8,677	8,677	2,764	2,833
Expected return on plan assets	(3,238)	(3,749)	—	—	(9,215)	(11,262)	—	—
Amortization of net transition (asset)/obligation	4	4	—	—	10	12	—	—
Amortization of prior service cost (benefit)	96	103	(393)	(385)	267	307	(1,179)	(1,055)
Amortization of (gain)/loss	597	477	(123)	(134)	1,684	1,417	(379)	(401)
Net amount charged to income	$ 811	$ 530	$ 504	$ 523	$ 2,558	$ 1,678	$ 1,444	$ 1,820
Curtailment charge	575	2	23	—	575	2	23	—
Contractual termination benefits charge	2,376	1,134	—	—	2,376	1,134	—	—
Total amount charged to income	$ 3,762	$ 1,666	$ 527	$ 523	$ 5,509	$ 2,814	$ 1,467	$ 1,820

During the three months ended September 30, 2009 and 2008, we recorded pre-tax curtailment losses of $3.0 million and $1.1 million, respectively, related to reductions of our workforce in our London, Ontario, facility.

Also during the nine months ended September 30, 2008, we recorded $7.4 million of severance costs related to the reduction-in-force. Cash paid for the 2008 reduction-in-force during the nine months ended September 30, 2008, totaled $1.0 million.

As of September 30, 2009, $6.9 million has been contributed to our sponsored pension plans. We presently anticipate contributing an additional $3.4 million to fund our pension plans in 2009 for a total of $10.3 million.

Note 7 – Contingencies

We are from time to time involved in various legal proceedings of a character normally incident to our business. We do not believe that the outcome of these proceedings will have a material adverse effect on our consolidated financial condition or results of our operations.

As of September 30, 2009, we had an environmental reserve of approximately $1.5 million, related primarily to our foundry operations. This reserve is based on current cost estimates and does not reduce estimated expenditures to net present value, but does take into account the benefit of a contractual indemnity given to us by a prior owner of our wheel-end subsidiary. The failure for the indemnitor to fulfill its obligations could result in future costs that may be material. Any cash expenditures required by us or our subsidiaries to comply with applicable environmental laws and/or to pay for any remediation efforts will not be reduced or otherwise affected by the existence of the environmental reserve. We currently anticipate spending approximately $0.2 million per year in 2009 through 2012 for monitoring the various environmental sites associated with the environmental reserve, including attorney and consultant costs for strategic planning and negotiations with regulators and other potentially responsible parties, and payment of remedial investigation costs. Based on all of the information presently available to us, we believe that our environmental reserves will be adequate to cover the future costs related to the sites associated with the environmental reserves, and that any additional costs will not have a material adverse effect on our financial condition, results of operations or cash flows. However, the discovery of additional sites, the modification of existing or promulgation of new laws or regulations, more vigorous enforcement by regulators, the imposition of joint and several liability under CERCLA or analogous state laws, or other unanticipated events could also result in such a material adverse effect.

The final Iron and Steel Foundry National Emission Standard for Hazardous Air Pollutants, or NESHAP, was developed pursuant to Section 112(d) of the Clean Air Act and requires all major sources of hazardous air pollutants to install controls representative of maximum achievable control technology. We believe that our foundry operations are in compliance with the applicable requirements of the Iron and Steel Foundry NESHAP.

Pursuant to the Recapitalization of the Company on January 21, 1998, we were indemnified by Phelps Dodge Corporation with respect to certain environmental liabilities at our Henderson and London facilities, subject to certain limitations. At the Erie, Pennsylvania, facility, we have obtained an environmental insurance policy to provide coverage with respect to certain environmental liabilities. Management does not believe that the outcome of any environmental proceedings will have a material adverse effect on our consolidated financial condition or results of operations.

As of September 30, 2009, we had approximately 2,320 employees, of which 619 were salaried employees with the remainder paid hourly. Unions represent approximately 1,150 of our employees, or 50% of the total. Each of our unionized facilities has a separate contract with the union that represents the workers employed at such facility. The union contracts expire at various times over the next few years with the exception of our union contract that covers the hourly employees at our Monterrey, Mexico, facility, which expires on an annual basis in January unless otherwise renewed. The 2009 negotiations in Monterrey were successfully completed prior to the expiration of our union contract. The only contract expiring during the remainder of 2009 is our facility at Cuyahoga Falls. Based on the consolidation of the Cuyahoga Falls operations into our Erie plant, we have ceased operations performed by the collective bargaining unit at the Cuyahoga Falls facility and do not anticipate negotiating for a new contract at that location. To date in 2009, we have successfully completed negotiations for new collective bargaining agreements at our London and Brillion facilities as well as an extension of the agreement at our Elkhart Plant 2 facility. We do not anticipate any additional 2009 negotiations, including any that would have a material adverse effect on our operating performance or costs.

Note 8 – Financial Instruments

We have determined the estimated fair value amounts of financial instruments using available market information and other appropriate valuation methodologies. However, considerable judgment is required in interpreting market data to develop the estimates of fair value. ASC 820-10, *Fair Value Measurements,* establishes a fair value hierarchy for those instruments measured at fair value that distinguishes between assumptions based on

market data (observable inputs) and our own assumptions (unobservable inputs). Determining which category an asset or liability falls within the hierarchy requires significant judgment. We evaluate our hierarchy disclosures each quarter.

The hierarchy consists of three levels:

Level 1	Quoted market prices in active markets for identical assets or liabilities;
Level 2	Inputs other than Level 1 inputs that are either directly or indirectly observable; and
Level 3	Unobservable inputs developed using estimates and assumptions developed by us, which reflect those that a market participant would use.

The carrying amounts of cash and cash equivalents, trade receivables, and accounts payable approximate fair value because of the relatively short maturity of these instruments. The carrying amounts and related estimated fair values for our remaining financial instruments as of September 30, 2009 are as follows:

	Carrying Amount	Fair Value		
		Level 1	Level 2	Level 3
Assets				
Foreign exchange forward contracts	$ 947		$ 947	
Liabilities				
Interest rate swap contracts	2,185		2,185	
Common stock warrant	62			$ 62
Total debt	631,693		507,692	

Fair values relating to derivative financial instruments reflect the estimated amounts that we would receive or pay to terminate the contracts at the reporting date based on quoted market prices of comparable contracts as of the balance sheet date. The fair value of our debt has been determined on the basis of the specific securities issued and outstanding. All of our debt instruments have variable interest rates except for the senior subordinated notes, which have a fixed interest rate of 8.50%. The fair value of the common stock warrant has been calculated using a Black-Scholes valuation model.

Our Level 3 financial instruments consist of municipal bonds with an auction reset feature ("auction rate securities") and warrants for our common stock. The bonds' underlying assets are generally student loans which are substantially backed by the federal government. During the quarter ending September 30, 2009 we entered into and executed an agreement in which we sold our auction rate securities.

On September 28, 2009, Sun Capital exercised 98 percent of the outstanding warrants for our common stock on a cashless basis. We issued approximately 11.4 million shares of common stock to Sun Capital. As of September 30, 2009, a liability of $62 has been recorded to reflect the fair value of the remaining warrant exercisable for 0.5 percent of our fully-diluted common stock.

The following table summarizes changes in fair value of our Level 3 assets and liabilities as of September 30, 2009:

	Marketable Securities	Common Stock Warrant
Balance at December 31, 2008	$ 5,000	$ —
Purchase (issuance) of securities	—	(4,655)
Unrealized gain (loss) recognized	—	608
Realized loss	(1,100)	—
Net settlements	(3,900)	3,985
Balance at September 30, 2009	$ —	$ (62)

Note 9 – Segment Reporting

As a part of our continual monitoring of the long-term economic characteristics, products and production processes, class of customer, and distribution methods of our operating segments, we aggregate our seven operating segments into three reportable segments shown below. The accounting policies of the reportable segments are the same as described in Note 1, Summary of Significant Accounting Policies.

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2009	2008	2009	2008
Net Sales				
Wheels	$ 63,504	$ 96,178	$ 174,609	$ 305,342
Components	75,412	131,937	222,535	380,055
Other	6,293	11,372	26,847	37,219
Consolidated Total	$ 145,209	$ 239,487	$ 423,991	$ 722,616
Operating Income (Loss)				
Wheels	$ 2,514	$ 8,234	$ 5,388	$ 40,779
Components	(4,850)	(206,663)	(28,395)	(218,322)
Other	391	(6,346)	3,636	(1,386)
Corporate	(18,553)	(10,364)	(34,822)	(29,006)
Consolidated Total	$ (20,498)	$ (215,139)	$ (54,193)	$ (207,935)

	As of	
	September 30, 2009	December 31, 2008
Total assets:		
Wheels	$ 278,471	$ 191,435
Components	249,674	285,966
Other	32,060	38,064
Corporate	103,157	293,085
Consolidated total	$ 663,362	$ 808,550

Note 10 - Debt

Debt at September 30, 2009, and December 31, 2008, consisted of the following:

	September 30, 2009	December 31, 2008
Term Facility – Non-related Parties	$ 224,559	$ 294,625
Term Facility – Related Party	76,585	—
Senior Subordinated Notes	275,000	275,000
Revolving Credit Facility	56,070	78,444
Industrial Revenue Bond	3,100	3,100
Term Facility Discount	(3,621)	—
Total	$ 631,693	$ 651,169

On February 4, 2009, we amended (the "Second Amendment") our Term Facility and Revolving Credit Facility (as defined below) under our Fourth Amended and Restated Credit Agreement, dated January 31, 2005 among Accuride, Accuride Canada, Inc., Citicorp USA, Inc., as administrative agent, and other lender parties thereto (as amended, the "Credit Agreement"). On February 4, 2009, we also completed a transaction (the "Sun Capital Transaction") with an affiliate of Sun Capital Securities Group ("Sun Capital"), which currently holds approximately $70.1 million principal amount of Last-Out Loans along with approximately $6.5 million of interest accrued as payable-in-kind. As of September 30, 2009, fees paid associated with the Second Amendment were $10.8 million.

In connection with the modification of the Last-Out Loans and pursuant to a Last-Out Debt Agreement, we issued a warrant (the "Warrant") to Sun Capital exercisable for 25 percent of our fully-diluted common stock at an exercise price of $0.01 per share. The grant date fair value of the warrant of $4,655 was recorded as a liability and a discount to our long-term debt and will be amortized over the life of our Term Facility, which matures on January

31, 2012. On September 28, 2009, Sun Capital exercised a portion of the Warrant for 24.5 percent of our fully-diluted common stock on a cashless basis. We issued approximately 11.4 million shares of common stock to Sun Capital. As of September 30, 2009, a liability of $62 has been recorded to reflect the fair value of the remaining Warrant exercisable for 0.5 percent of our fully-diluted common stock.

Under the terms of our Credit Agreement, there are certain restrictive covenants that limit the payment of cash dividends and establish minimum financial ratios. Our senior credit facilities and the indenture governing our Registered Senior Subordinated Notes restrict our ability to pay dividends. In addition, our senior credit facilities include other more restrictive covenants and prohibit us from prepaying our other indebtedness, including our Registered Senior Subordinated Notes, while borrowings under our senior credit facilities are outstanding.

Due to the operating results as of and for the three and six month periods ended June 30, 2009, we entered into a series of temporary waiver agreements (the "temporary waivers") with respect to our Credit Agreement among the Company, Accuride Canada, Inc., the lender party hereto, the administrative agent for the lenders, and the other agents party thereto. The temporary waiver agreements were entered into on July 8, 2009, August 14, 2009, September 15, 2009, and September 30, 2009, respectively.

Pursuant to the terms of the temporary waivers, the lenders agreed to waive our compliance with the following financial covenants under the Credit Agreement for the fiscal quarter ended June 30, 2009 and for the duration of the temporary waiver periods: (i) the Senior Secured Leverage Ratio set forth in Section 5.04(a), (ii) the Interest Coverage Ratio set forth in Section 5.04(c) and (iii) the Fixed Charge Coverage Ratio set forth in Section 5.04(d). The Company's failure to comply with any of these covenants would be an immediate event of default under the Credit Agreement (each default a "Potential Default"). The temporary waiver periods terminated on October 8, 2009.

Under the temporary waivers: (i) interest on advances and all outstanding obligations under the Credit Agreement accrue at an annual rate of 2.0% plus the otherwise applicable rate during the temporary waiver periods, (ii) the Company and its subsidiaries were required to comply with certain restrictions on incurring additional debt, making investments and selling assets and (iii) the Company was required to comply with a minimum liquidity requirement. Contemporaneously with the Second Temporary Waiver Agreement, Citicorp USA, Inc. resigned as administrative agent and the lenders appointed Deutsche Bank Trust Company Americas to serve as administrative agent.

Under U.S. GAAP, under an event of default of financial covenants associated with debt agreements, all amounts outstanding shall be classified within current liabilities on the balance sheet. Although the Company obtained the temporary waivers and forbearance agreements, the Company has classified all outstanding amounts under its Fourth Amended and Restated Credit Agreement and, due to cross-acceleration provisions, its senior subordinated notes as current liabilities as of September 30, 2009.

The Board appointed a special committee of independent directors to identify and, with the input of management and our financial advisors, evaluate alternatives to recommend an appropriate course of action to the full Board. As of September 30, 2009, we were negotiating restructuring alternatives with both our senior and subordinated lenders, such as additional amendments or waivers, the sale of non-core assets, and/or alternative debt structures, such as debt for debt or debt for equity agreements.

To maintain compliance with the temporary waivers, the Company did not pay the approximately $11.7 million of interest due August 3, 2009, to the holders of its 8 ½ percent Senior Subordinated Notes due 2015 (Notes) and used the 30-day grace period provided in the Note indenture to continue discussions regarding a capital restructuring with its lenders. Under the indenture, the failure to make this interest payment did not constitute an event of default that permitted acceleration of the Notes until the expiration of the 30-day grace period. Due to the non-payment of interest on the Notes, the Company entered into Forbearance Agreements with certain Noteholders on August 31, 2009, and September 30, 2009, respectively.

On October 8, 2009, Accuride Corporation (the "Company") and its domestic subsidiaries (together with the Company, the "Debtors") filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code with the United States Bankruptcy Court for the District of Delaware. The filing of the voluntary petition constitutes an

event of default under the terms of our Credit Agreement and Senior Subordinated Notes indenture. See Note 12.

Note 11 – Guarantor and Non-guarantor Financial Statements

Our 8½% Senior Subordinated Notes due 2015 are fully and unconditionally guaranteed, on a joint and several basis, by substantially all of our 100% owned domestic subsidiaries ("Guarantor Subsidiaries"). The non-guarantor subsidiaries are our foreign subsidiaries. The following condensed financial information illustrates the composition of the combined Guarantor Subsidiaries:

CONDENSED CONSOLIDATED BALANCE SHEET

	September 30, 2009				
	Parent	Guarantor Subsidiaries	Non-guarantor Subsidiaries	Eliminations	Total
ASSETS					
Cash and cash equivalents	$ 18,050	$ (516)	$ 7,483	—	$ 25,017
Accounts receivable, net	34,002	183,754	6,036	$ (147,000)	76,792
Inventories and supplies	21,473	47,652	6,287	(570)	74,842
Other current assets	5,817	3,223	16,298	(14,175)	11,163
Total current assets	79,342	234,113	36,104	(161,745)	187,814
Property, plant, and equipment, net	37,115	159,041	41,759	—	237,915
Goodwill	66,973	52,460	8,041	—	127,474
Intangible assets, net	420	93,372	—	—	93,792
Investment in subsidiaries and affiliates	296,913	—	—	(296,913)	—
Other non-current assets	8,899	1,510	5,958	—	16,367
TOTAL	$ 489,662	$ 540,496	$ 91,862	$ (458,658)	$ 663,362
LIABILITIES AND STOCKHOLDERS' EQUITY					
Accounts payable	$ 5,413	$ 23,863	$ 3,257	—	$ 32,533
Accrued payroll and compensation	1,959	9,018	6,200	—	17,177
Accrued interest payable	18,114	9	371	—	18,494
Debt	606,593	3,100	22,000	—	631,693
Accrued and other liabilities	6,407	277,430	2,113	$ (258,902)	27,048
Total current liabilities	638,486	313,420	33,941	(258,902)	726,945
Deferred and non-current income taxes	3,771	16,061	152	—	19,984
Other non-current liabilities	19,427	58,058	10,970	—	88,455
Stockholders' equity (deficiency)	(172,022)	152,957	46,799	(199,756)	(172,022)
TOTAL	$ 489,662	$ 540,496	$ 91,862	$ (458,658)	$ 663,362

	December 31, 2008				
	Parent	Guarantor Subsidiaries	Non-guarantor Subsidiaries	Eliminations	Total
ASSETS					
Cash	$ 95,630	$ (1,633)	$ 29,679	—	$ 123,676
Accounts receivable, net	21,244	202,230	4,416	$ (149,671)	78,219
Inventories and supplies	21,278	64,506	12,056	(534)	97,306
Other current assets	2,449	3,465	2,644	—	8,558
Total current assets	140,601	268,568	48,795	(150,205)	307,759
Property, plant, and equipment, net	39,365	173,255	46,018	—	258,638
Goodwill	66,973	52,460	8,041	—	127,474
Intangible assets, net	560	96,922	—	—	97,482
Investment in affiliates	343,655	—	—	(343,655)	—
Deferred tax assets	—	—	—	—	—
Other non-current assets	10,593	1,472	5,132	—	17,197
TOTAL	$ 601,747	$ 592,677	$ 107,986	$ (493,860)	$ 808,550
LIABILITIES AND STOCKHOLDERS' EQUITY					
Accounts payable	$ 10,523	$ 45,172	$ 8,242	—	63,937
Accrued payroll and compensation	2,380	11,349	5,922	—	19,651
Accrued interest payable	12,128	9	368	—	12,505
Accrued and other liabilities	9,101	279,329	5,082	(263,987)	29,525
Total current liabilities	34,132	335,859	19,614	(263,987)	125,618
Long term debt, net	618,069	3,100	30,000	—	651,169
Deferred and long-term income taxes	6,997	13,248	1,024	—	21,269
Other non-current liabilities	16,364	57,422	10,523	—	84,309
Stockholders' equity (deficiency)	(73,815)	183,048	46,825	$ (229,873)	(73,815)
TOTAL	$ 601,747	$ 592,677	$ 107,986	$ (493,860)	$ 808,550

CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS

	Three Months Ended September 30, 2009				
	Parent	Guarantor Subsidiaries	Non-guarantor Subsidiaries	Eliminations	Total
Net sales	$ 73,645	$ 74,675	$ 27,213	$ (30,324)	$ 145,209
Cost of goods sold	69,926	77,909	25,824	(30,324)	143,335
Gross profit (loss)	3,719	(3,234)	1,389	—	1,874
Operating expenses	19,128	3,118	126	—	22,372
Income (loss) from operations	(15,409)	(6,352)	1,263	—	(20,498)
Other income (expense):					
Interest expense, net	(17,624)	(40)	(467)	—	(18,131)
Equity in earnings (losses) of subsidiaries	(3,654)	—	—	3,654	—
Other income (expense), net	(153)	67	3,317	—	3,231
Income (loss) before income taxes	(36,840)	(6,325)	4,113	3,654	(35,398)
Income tax provision (benefit)	(3,511)	—	1,442	—	(2,069)
Net income (loss)	$ (33,329)	$ (6,325)	$ 2,671	$ 3,654	$ (33,329)

	Three Months Ended September 30, 2008				
	Parent	Guarantor Subsidiaries	Non-guarantor Subsidiaries	Eliminations	Total
Net sales	$ 64,991	$ 174,354	$ 33,504	$ (33,362)	$ 239,487
Cost of goods sold	58,297	171,347	31,317	(33,362)	227,599
Gross profit	6,694	3,007	2,187	—	11,888
Operating expenses	11,787	215,051	189	—	227,027
Income (loss) from operations	(5,093)	(212,044)	1,998	—	(215,139)
Other income (expense):					
Interest income (expense), net	(9,841)	7	(1,792)	—	(11,626)
Equity in earnings of subsidiaries	(212,563)	—	—	212,563	—
Other income (loss), net	250	56	(762)	—	(456)
Income (loss) before income taxes	(227,247)	(211,981)	(556)	212,563	(227,221)
Income tax provision (benefit)	(26,068)	—	26	—	(26,042)
Net income (loss)	$ (201,179)	$ (211,981)	$ (582)	$ 212,563	$ (201,179)

	Nine Months Ended September 30, 2009				
	Parent	Guarantor Subsidiaries	Non-guarantor Subsidiaries	Eliminations	Total
Net sales	$ 206,503	$ 223,045	$ 68,288	$ (73,845)	$ 423,991
Cost of goods sold	199,800	239,525	65,618	(73,845)	431,098
Gross profit (loss)	6,703	(16,480)	2,670	—	(7,107)
Operating expenses	37,440	9,180	466	—	47,086
Income (loss) from operations	(30,737)	(25,660)	2,204	—	(54,193)
Other income (expense):					
Interest expense, net	(45,373)	(107)	(1,545)	—	(47,025)
Loss on extinguishment of debt	(5,389)	—	—	—	(5,389)
Equity in earnings of subsidiaries	(21,034)	—	—	21,034	—
Other income (expense), net	(413)	221	5,777	—	5,585
Income (loss) before income taxes	(102,946)	(25,546)	6,436	21,034	(101,022)
Income tax provision (benefit)	(2,491)	—	1,924	—	(567)
Net income (loss)	$ (100,455)	$ (25,546)	$ 4,512	$ 21,034	$ (100,455)

	Nine Months Ended September 30, 2008				
	Parent	Guarantor Subsidiaries	Non-guarantor Subsidiaries	Eliminations	Total
Net sales	$ 198,956	$ 513,464	$ 113,854	$ (103,658)	$ 722,616
Cost of goods sold	170,757	504,553	105,457	(103,658)	677,109
Gross profit	28,199	8,911	8,397	—	45,507
Operating expenses	31,786	221,053	603	—	253,442
Income (loss) from operations	(3,587)	(212,142)	7,794	—	(207,935)
Other income (expense):					
Interest expense, net	(30,537)	(43)	(5,244)	—	(35,824)
Equity in earnings of subsidiaries	(210,418)	—	—	210,418	—
Other income (loss), net	(89)	266	(754)	—	(577)
Income (loss) before income taxes	(244,631)	(211,919)	1,796	210,418	(244,336)
Income tax provision (benefit)	(35,086)	—	295	—	(34,791)
Net income (loss)	$ (209,545)	$ (211,919)	$ 1,501	$ 210,418	$ (209,545)

CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS

	Nine Months Ended September 30, 2009				
	Parent Company	Guarantor Subsidiaries	Non-guarantor Subsidiaries	Eliminations	Total
CASH FLOWS FROM OPERATING ACTIVITIES:					
Net income (loss)	$ (100,455)	$ (25,546)	$ 4,512	$ 21,034	$ (100,455)
Adjustments to reconcile net income (loss) to net cash provided by (used in) operating activities:					
Depreciation	5,623	24,659	4,298	—	34,580
Amortization – deferred financing costs	3,319	2	19	—	3,340
Amortization – other intangible assets	140	3,550	—	—	3,690
Loss on extinguishment of debt	5,389	—	—	—	5,389
Deferred income taxes	(136)	—	—	—	(136)
Change in warrant liability	(608)	—	—	—	(608)
Paid-in-kind interest	6,519	—	—	—	6,519
Loss (gain) on disposal of assets	(477)	242	292	—	57
Equity in earnings of subsidiaries and affiliates	21,034	—	—	(21,034)	—
Non-cash stock-based compensation	249	—	—	—	249
Change in other operating items	10,436	6,398	(22,986)	—	(6,152)
Net cash provided by (used in) operating activities	(48,967)	9,305	(13,865)	—	(53,527)
CASH FLOWS FROM INVESTING ACTIVITIES:					
Purchases of property, plant, and equipment	(7,390)	(8,401)	(331)	—	(16,122)
Other	3,900	213	—	—	4,113
Net cash used in investing activities	(3,490)	(8,188)	(331)	—	(12,009)
CASH FLOWS FROM FINANCING ACTIVITIES:					
Net change in revolving credit advance	(35,000)	—	(8,000)	—	(43,000)
Other	9,877	—	—	—	9,877
Net cash used in financing activities	(25,123)	—	(8,000)	—	(33,123)
Increase (decrease) in cash and cash equivalents	(77,580)	1,117	(22,196)	—	(98,659)
Cash and cash equivalents, beginning of year	95,630	(1,633)	29,679	—	123,676
Cash and cash equivalents, end of period	$ 18,050	$ (516)	$ 7,483	$ —	$ 25,017

	Nine Months Ended September 30, 2008				
	Parent Company	Guarantor Subsidiaries	Non-guarantor Subsidiaries	Eliminations	Total
CASH FLOWS FROM OPERATING ACTIVITIES:					
Net income (loss)	$ (209,545)	$ (211,919)	$ 1,501	$ 210,418	$ (209,545)
Adjustments to reconcile net income (loss) to net cash provided by (used in) operating activities:					
Depreciation	5,658	19,923	4,831	—	30,412
Amortization – deferred financing costs	903	3	19	—	925
Amortization – other intangible assets	507	3,626	—	—	4,133
Loss on disposal of assets	50	211	168	—	429
Deferred income taxes	(35,577)	—	650	—	(34,927)
Equity in earnings of subsidiaries and affiliates	210,418	—	—	(210,418)	—
Non-cash stock-based compensation	2,185	—	—	—	2,185
Impairments of investments	2,896	—	—	—	2,896
Impairments of goodwill and other intangibles	—	212,220	—	—	212,220
Change in other operating items	(21,421)	(7,120)	(7,094)	—	(35,635)
Net cash provided by (used in) operating activities	(43,926)	16,944	75	—	(26,907)
CASH FLOWS FROM INVESTING ACTIVITIES:					
Purchases of property, plant, and equipment	(9,253)	(14,910)	(699)	—	(24,862)
Other	(6,097)	270	—	—	(5,827)
Net cash used in investing activities	(15,350)	(14,640)	(699)	—	(30,689)
CASH FLOWS FROM FINANCING ACTIVITIES:					
Other	(934)	—	—	—	(934)

Net cash used in financing activities	(934)	—	—	—	(934)
Increase (decrease) in cash and cash equivalents	(60,210)	2,304	(624)	—	(58,530)
Cash and cash equivalents, beginning of year	85,940	(2,474)	7,469	—	90,935
Cash and cash equivalents, end of year	$ 25,730	$ (170)	$ 6,845	$ —	$ 32,405

Note 12 – Subsequent Events

On October 8, 2009, Accuride Corporation (the "Company") and its domestic subsidiaries (together with the Company, the "Debtors") filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code with the United States Bankruptcy Court for the District of Delaware. The Debtors will continue to operate their businesses as debtors-in-possession under the jurisdiction of the bankruptcy court and in accordance with the applicable provisions of the Bankruptcy Code. On the petition date, the Debtors filed several motions with the bankruptcy court, including a motion to have the Chapter 11 cases jointly administered.

Prior to making the Chapter 11 filings, on October 7, 2009, the Company entered into (i) a Restructuring Support Agreement with the holders of approximately 57% of the principal amount of the loans outstanding under the Company's Fourth Amended and Restated Credit Agreement, dated as of January 31, 2005, as amended, among the Company, Accuride Canada Inc., the lenders party thereto, the administrative agent for the lenders, and the other agents party thereto (the "Credit Agreement"), (ii) a Restructuring Support Agreement with the beneficial holders of approximately 70% of the principal amount of the Company's 8.5% Senior Subordinated Notes due 2015, issued pursuant to the Indenture dated January 31, 2005 between the Company, the guarantors named therein and the Bank of New York Trust Company, N.A. as trustee (the "Indenture") and (iii) a Convertible Notes Commitment Agreement (together with the Restructuring Support Agreements, the "Restructuring Agreements") with certain holders of the senior subordinated notes. Pursuant to the Restructuring Agreements, the parties thereto have agreed to support a financial reorganization of the Debtors consistent with the terms and conditions set forth below and the senior lenders and noteholders have agreed to not transfer any claims except to a transferee who agrees to be bound by the applicable Restructuring Support Agreement.

Restructuring Transaction

The terms of the Restructuring Transaction include:

- The Credit Agreement will be amended to: (i) extend its maturity (except that of the "last-out" term loans described below) through June 30, 2013, (ii) amend the interest rate to LIBOR + 6.75% (with a LIBOR floor of 3.00%) and (iii) eliminate all financial covenants except minimum liquidity and minimum EBITDA covenants.

- The senior subordinated notes will be cancelled and the holders will receive 98% of the common stock of the reorganized Company, subject to dilution, including dilution for common stock issued upon conversion of the new convertible notes and new warrants issued pursuant to the Restructuring Transaction, as described below.

- The reorganized Company will complete a $140 million rights offering of new senior unsecured convertible notes to current noteholders. The rights offering is fully backstopped by certain current noteholders. The new notes will be convertible into 60% of the common stock of the reorganized Company.

- A portion of the proceeds from the rights offering will be used to fully pay down the "last-out" term loans currently outstanding under the Credit Agreement and held by an affiliate of Sun Capital Partners ("Sun Capital") with the remainder to provide ongoing liquidity for Debtors' businesses.

- The Company's common stock will be cancelled and the holders will receive 2% of the common stock of the reorganized Company and warrants exercisable for up to 15% of the common stock of the reorganized Company, subject to dilution, including dilution for stock issued upon conversion of the new convertible notes. The warrants provide the opportunity for additional recovery to the pre-petition equity holders in the

event that the reorganized Company reaches certain equity value targets during the two years following the warrants' issue.

- Unsecured trade creditors will be unimpaired and their claims will be paid in full.

The Restructuring Agreements contain customary terms, are subject to material conditions and may be terminated upon the occurrence of certain events, including if there is a material adverse change to the Company's business, results of operations, property or financial condition.

Debtor-in-Possession Financing

In connection with the Chapter 11 filings, Debtors filed a motion seeking the approval of the bankruptcy court for a superpriority secured ABL revolving credit facility of $25 million and a term loan first-in, last-out facility of $25 million (together, the "DIP Credit Agreement"), between the Company, Deutsche Bank Trust Company, as administrative agent for the lenders under the DIP Credit Agreement, and certain other agents and lenders party thereto. The $25 million of ABL loans under the DIP Credit Agreement would bear interest, at the election of the Company, at a rate of LIBOR + 6.50% (with a LIBOR floor of 2.50%) or Base Rate + 5.50% (with a Base Rate floor of 3.50%), and the $25 million of first-in, last-out term loans under the DIP Credit Agreement would bear interest, at the election of the Company, at a rate of LIBOR + 7.50% (with a LIBOR floor of 2.50%) or Base Rate + 6.50% (with a Base Rate floor of 3.50%). Unless otherwise extended, the DIP Credit Agreement would mature nine months from the commencement of the bankruptcy case, subject to certain provisions that may lead to an earlier termination.

The use of proceeds under the DIP Credit Agreement would be limited to working capital and other general corporate purposes consistent with a budget that the Company presented to the administrative agent, including payment of costs and expenses related to the administration of the bankruptcy proceedings and payment of other expenses as approved by the bankruptcy court.

On November 2, 2009, Debtors received final approval from the U.S. Bankruptcy Court ("Court") of its $50 Million Debtor in Possession (DIP) financing agreement.

Fourth Amendment and Canadian Forbearance Agreement

In connection with the Chapter 11 filings and the Restructuring Transaction, effective October 8, 2009, the Company also entered into a Fourth Amendment and Canadian Forbearance Agreement with respect to the Credit Agreement (the "Canadian Forbearance"). Pursuant to the Canadian Forbearance, the senior lenders have agreed to forbear from enforcing any remedies under the Credit Agreement against Accuride Canada, Inc. with respect to any defaults specified therein. The Canadian Forbearance will remain effective until the termination of the DIP Credit Agreement, subject to certain provisions that may lead to an earlier termination.

ACCURIDE CORPORATION
CONSOLIDATED STATEMENTS OF CASH FLOWS[1]

(In thousands)	Years Ended December 31, 2008	2007	2006
CASH FLOWS FROM OPERATING ACTIVITIES:			
Net income (loss)	$ (328,266)	$ (8,639)	$ 65,133
Adjustments to reconcile net income (loss) to net cash provided by (used in) operating activities:			
Depreciation and impairment of property, plant and equipment	44,021	55,912	61,497
Amortization – deferred financing costs	1,235	1,235	1,366
Amortization – other intangible assets	5,398	5,674	5,532
Loss on disposal of assets	3,160	433	1,551
Provision for deferred income taxes	(6,264)	(8,450)	9,672
Equity in earnings of affiliates	—	—	(621)
Non-cash stock-based compensation	2,434	2,719	1,500
Impairments of investments	3,056	—	—
Impairments of goodwill and other intangibles	277,041	1,100	—
Changes in certain assets and liabilities, net of effects from acquisition:			
Receivables	8,145	55,470	1,069
Inventories and supplies	15,806	12,667	10,637
Prepaid expenses and other assets	(26,708)	11,142	3,119
Accounts payable	(13,027)	(25,873)	(9,997)
Accrued and other liabilities	4,804	(20,448)	555
Net cash provided by (used in) operating activities	(9,165)	82,942	151,013
CASH FLOWS FROM INVESTING ACTIVITIES:			
Purchases of property, plant and equipment	(29,685)	(36,499)	(42,189)
Cash distribution from investment - Trimont	353	427	544
Proceeds from sale of property, plant and equipment	—	446	1,888
Purchase of marketable securities	(5,000)	—	—
Other investments	(975)	(740)	(1,038)
Net cash used in investing activities	(35,307)	(36,366)	(40,795)
CASH FLOWS FROM FINANCING ACTIVITIES:			
Payments on long-term debt	—	(70,000)	(50,000)
Increase in revolving credit advance	78,444	5,000	25,000
Decrease in revolving credit advance	—	(5,000)	(30,000)
Proceeds from issuance of shares	—	—	(103)
Proceeds from employee stock option and stock purchase plans	416	3,006	4,535
Tax effect from employee stock option exercises	(1,647)	1,149	2,139
Net cash provided by (used in) financing activities	77,213	(65,845)	(48,429)
INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	32,741	(19,269)	61,789
CASH AND CASH EQUIVALENTS—Beginning of year	90,935	110,204	48,415
CASH AND CASH EQUIVALENTS—End of year	$ 123,676	$ 90,935	$ 110,204
Supplemental cash flow information:			
Cash paid for interest	$ 43,499	$ 46,794	$ 51,480
Cash paid for income taxes	$ 2,231	$ 2,101	$ 10,249
Cash paid for capital leases	$ 200	$ 214	$ 233
Purchases of property, plant and equipment in accounts payable	$ 5,115	$ 8,221	$ 9,495

See notes to consolidated financial statements.

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[1] These financial statements were prepared on a consolidated basis and include Accuride Corporation and all of its debtor and non-debtor subsidiaries and affiliates.

ACCURIDE CORPORATION
For the years ended December 31, 2008, 2007, and 2006
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Dollars in thousands, except share and per share data)

Note 1 - Summary of Significant Accounting Policies

Basis of Consolidation—The accompanying consolidated financial statements include the accounts of Accuride Corporation (the "Company") and its wholly-owned subsidiaries, including Accuride Canada, Inc. ("Accuride Canada"), Accuride Erie L.P. ("Accuride Erie"), Accuride de Mexico, S.A. de C.V. ("AdM"), AOT, Inc. ("AOT"), and Transportation Technologies Industries, Inc. ("TTI"). TTI's subsidiaries include Bostrom Seating, Inc. ("Bostrom"), Brillion Iron Works, Inc. ("Brillion"), Fabco Automotive Corporation ("Fabco"), Gunite Corporation ("Gunite"), and Imperial Group, L.P. ("Imperial"). All intercompany transactions have been eliminated. Investments in affiliated companies in which we have a controlling interest are accounted for using the equity method.

Business of the Company—We are engaged primarily in the design, manufacture and distribution of components for trucks, trailers and certain military and construction vehicles. We sell our products primarily within North America and Latin America to original equipment manufacturers and to the aftermarket.

Management's Estimates and Assumptions—The preparation of the consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Revenue Recognition—Revenue from product sales is recognized primarily upon shipment whereupon title passes and we have no further obligations to the customer. Provisions for discounts and rebates to customers, and returns and other adjustments are provided for as a reduction of sales in the same period the related sales are recorded.

Cash and Cash Equivalents—Cash and cash equivalents include all highly liquid investments with original maturities of three months or less at the time of acquisition. The carrying value of these investments approximates fair value due to their short maturity.

Inventories—Inventories are stated at the lower of cost or market. Cost for substantially all inventories is determined by the first-in, first-out method ("FIFO"). We review inventory on hand and write down excess and obsolete inventory based on our assessment of future demand and historical experience. We also have applied Statement of Financial Accounting Standards ("SFAS") No. 151, *Inventory Costs*, which requires that abnormal items be recognized as current-period charges. This Statement requires that allocation of fixed production overheads to the costs of conversion be based on the normal capacity of the production facilities.

Supplies—Supplies primarily consist of spare parts and consumables used in the manufacturing process. Supplies are stated at the lower of cost or market. Cost for substantially all supplies is determined by a moving-average method. We perform annual evaluations of supplies and provide an allowance for obsolete items based on usage activity.

Investment in Affiliate—Included in "Equity in earnings of affiliates" was our 50% interest in the earnings of AOT. AOT was a joint venture between us and The Goodyear Tire & Rubber Company ("Goodyear") formed to provide sequenced wheel and tire assemblies for Navistar International Transportation Corporation. On October 31, 2006, AOT became a wholly-owned subsidiary as a result of our purchase of Goodyear's interest.

Property, Plant and Equipment—Property, plant and equipment are recorded at cost and are depreciated using the straight-line method over their expected useful lives. Generally, buildings and improvements have useful lives of 15-30 years, and factory machinery and equipment have useful lives of 10 years.

Deferred Financing Costs—Costs incurred in connection with the Credit Agreement and issuance of senior subordinated notes (see Note 6) have been deferred and are being amortized over the life of the related debt

using the effective interest method.

Goodwill—Goodwill consists of costs in excess of the net assets acquired in connection with the Phelps Dodge Corporation ("PDC") acquisition of us in 1988, the Accuride Erie and AdM acquisitions in 1999, and the TTI acquisition in 2005. In accordance with SFAS No. 142, *Accounting for Goodwill and Other Intangible Assets,* we test goodwill for impairment at least annually or more frequently if impairment indicators arise. See Note 4 for a discussion of recorded impairments.

Intangible Assets—In accordance with SFAS No. 142, our indefinite lived intangibles assets (trade names) are not amortized but are reviewed for impairment at least annually or more frequently if impairment indicators arise. The lives for the definite-lived intangibles assets are reviewed annually to ensure recoverability when events or changes in economic circumstances indicate the carrying amount of such assets may not be recoverable. See Note 4 for a discussion of recorded impairments.

Long-Lived Assets—We evaluate our long-lived assets to be held and used and our amortizing intangible assets for impairment when events or changes in economic circumstances indicate the carrying amount of such assets may not be recoverable. Impairment is determined by comparison of the carrying amount of the asset to the net undiscounted cash flows expected to be generated by the related asset group. Long-lived assets to be disposed of are carried at the lower of cost or fair value less the costs of disposal.

Pension Plans—We have trusteed, non-contributory pension plans covering certain U.S. and Canadian employees. For certain plans, the benefits are based on career average salary and years of service and, for other plans, a fixed amount for each year of service. Our net periodic pension benefit costs are actuarially determined. Our funding policy provides that payments to the pension trusts shall be at least equal to the minimum legal funding requirements.

Postretirement Benefits Other Than Pensions—We have postretirement health care and life insurance benefit plans covering certain U.S. non-bargained and Canadian employees. We account for these benefits on an accrual basis and provide for the expected cost of such postretirement benefits accrued during the years employees render the necessary service. Our funding policy provides that payments to participants shall be at least equal to our cash basis obligation.

Postemployment Benefits Other Than Pensions—We have certain post-employment benefit plans, which provide severance benefits, covering certain U.S. and Canadian employees. We account for these benefits on an accrual basis.

Income Taxes—Deferred tax assets and liabilities are computed based on differences between financial statement and income tax bases of assets and liabilities using enacted income tax rates. Deferred income tax expense or benefit is based on the change in deferred tax assets and liabilities from period to period, subject to an ongoing assessment of realization of deferred tax assets. Management judgment is required in developing our provision for income taxes, including the determination of deferred tax assets, liabilities and any valuation allowance recorded against the deferred tax assets. We evaluate quarterly the realizability of our net deferred tax assets by assessing the valuation allowance and adjusting the amount of such allowance, if necessary. The factors used to assess the likelihood of realization are our forecast of taxable income and the availability of tax planning strategies that can be implemented to realize the net deferred tax assets. We have concluded that we will more than likely not realize the benefits of certain deferred tax assets, totaling $54.4 million, for which we have provided a valuation allowance. See Note 9 for a discussion of valuation allowances.

In July 2006, the FASB issued FIN 48, *Accounting for Uncertainty in Income Taxes,* to address the noncomparability in reporting tax assets and liabilities resulting from a lack of specific guidance in SFAS No. 109, *Accounting for Income Taxes,* on the uncertainty in income taxes recognized in an enterprise's financial statements. Specifically, FIN 48 prescribes (a) a consistent recognition threshold and (b) a measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken, and provides related guidance on derecognition, classification, interest and penalties, accounting in interim periods, disclosure, and transition. The impact of the adoption of FIN 48 on January 1, 2007, was to decrease retained earnings by $2.1 million, increase goodwill by $0.7 million, decrease income taxes payable by $6.1 million, decrease net deferred tax liabilities by $2.7 million, and increase non-current income taxes payable by $11.6 million.

Research and Development Costs—Expenditures relating to the development of new products and

processes, including significant improvements and refinements to existing products, are expensed as incurred. The amounts expensed in the years ended December 31, 2008, 2007, and 2006 totaled $10.9 million, $7.3 million and $8.0 million, respectively.

Foreign Currency—The assets and liabilities of Accuride Canada and AdM that are receivable or payable in cash are converted at current exchange rates, and inventories and other non-monetary assets and liabilities are converted at historical rates. Revenues and expenses are converted at average rates in effect for the period. The functional currencies of Accuride Canada and AdM have been determined to be the U.S. dollar. Accordingly, gains and losses resulting from conversion of such amounts, as well as gains and losses on foreign currency transactions, are included in operating results as "Other income (loss), net." We had aggregate foreign currency gains of $6.6 million and $0.1 million for the years ended December 31, 2007, and 2006, respectively. For the year ended December 31, 2008 we had an aggregate foreign currency loss of $5.2 million.

Concentrations of Credit Risk—Financial instruments that potentially subject us to significant concentrations of credit risk consist principally of cash, cash equivalents, customer receivables, and derivative financial instruments. We place our cash and cash equivalents and execute derivatives with high quality financial institutions. Generally, we do not require collateral or other security to support customer receivables.

Derivative Financial Instruments—We use derivative instruments to manage exposure to foreign currency, commodity prices, and interest rate risks. We do not enter into derivative financial instruments for trading or speculative purposes. The derivative instruments used by us include interest rate foreign exchange and commodity price instruments. All derivative instruments are recognized on the consolidated balance sheet at their estimated fair value. See Note 13 for the carrying amounts and estimated fair values of these instruments. As of December 31, 2008, there were no derivatives designated as hedges for financial reporting purposes.

Interest Rate Instruments—We use interest rate swap agreements as a means of fixing the interest rate on portions of our floating-rate debt. At December 31, 2008, we had one interest rate swap agreement outstanding. See Note 6 for the details of the agreements. The interest rate swap agreements are not designated as hedges for financial reporting purposes and are carried in the consolidated financial statements at fair value, with all realized and unrealized gains or losses reflected in current period earnings as a component of interest expense. See Note 6 for the description of interest rate instruments.

Foreign Exchange Instruments—We use foreign currency forward contracts and options to limit foreign exchange risk on anticipated but not yet committed transactions expected to be denominated in Canadian dollars. Based on historical experience and analysis performed by us, management expected that these derivative instruments would be highly effective in offsetting the change in the value of the anticipated transactions being hedged. As such, unrealized gains or losses were deferred in "Other Comprehensive Income (Loss)" with only realized gains or losses reflected in earnings as "Cost of Goods Sold." These instruments expired in the first quarter of 2006.

We had $21.8 million of outstanding foreign currency exchange instruments at December 31, 2008. We had no outstanding instruments at December 31, 2007. Foreign currency forward contracts are carried in the consolidated financial statements at fair value, with unrealized gains or losses reflected in current period earnings as a component of "Other income (loss), net." The settlement amounts are also reported in the consolidated financial statements as a component of "Other income (loss), net." As of December 31, 2008, there were no derivatives designated as hedges for financial reporting purposes.

Commodity Price Instruments—We periodically use commodity price swap contracts to limit exposure to changes in certain raw material prices. Commodity price instruments, which do not meet the normal purchase exception, are not designated as hedges for financial reporting purposes and, accordingly, are carried in the financial statements at fair value, with realized and unrealized gains and losses reflected in current period earnings as a component of "Cost of goods sold." While we had no commodity price instruments outstanding at December 31, 2008, the notional amount of commodity price instruments at December 31, 2007 was $12.5 million.

The pre-tax realized and unrealized gains (losses) on our derivative financial instruments for the years ended December 31, 2008, 2007, and 2006 recognized in our consolidated statements of operations are as follows:

Interest Rate Instruments	Foreign Exchange Instruments	Commodity Instruments

	Realized Gain (Loss)	Unrealized Gain (Loss)	Realized Gain (Loss)	Unrealized Gain (Loss)	Realized Gain (Loss)	Unrealized Gain (Loss)
2006	$ 2,356	$ (184)	—	$ (283)	—	—
2007	$ 2,644	$ (2,323)	$ 3,426	$ 283	$ (251)	$ (452)
2008	$ (1,338)	$ (4,362)	$ (849)	$ 843	$ (1,001)	$ 452

Earnings Per Share—Earnings per share are calculated as net income (loss) divided by the weighted average number of common shares outstanding during the period. Diluted earnings per share are calculated by dividing net income by this weighted-average number of common shares outstanding plus common stock equivalents outstanding during the year. Employee stock options outstanding to acquire 1,356,419 shares in 2008, 1,176,276 shares in 2007, and 97,592 shares in 2006 were not included in the computation of diluted earnings per common share because the effect would be anti-dilutive.

	December 31,		
	2008	2007	2006
Numerator:			
Net income (loss)	$ (328,266)	$ (8,639)	$ 65,133
Denominator:			
Basic weighted average shares outstanding	35,538	35,179	34,280
Effect of dilutive share-based awards	—	—	388
Dilutive weighted average shares outstanding	35,538	35,179	34,668

Stock Based Compensation—As described in Note 10, we maintain stock-based compensation plans which allow for the issuance of incentive stock options, or ISOs, as defined in section 422 of the Internal Revenue Code of 1986, as amended (the "Code"), nonstatutory stock options, restricted stock, restricted stock units, stock appreciation rights ("SARs"), deferred stock, dividend equivalent rights, performance awards and stock payments (referred to collectively as Awards), to officers, our key employees, and to members of the Board of Directors. We also maintain an employee stock purchase plan ("ESPP") that provides for the issuance of shares to all of our eligible employees at a discounted price; however, as of December 31, 2008, all shares reserved for issuance under the ESPP had been purchased. Effective January 1, 2006, we adopted SFAS No. 123(R), *Share-Based Payment*. Under the modified prospective method of adoption, compensation expense related to share-based awards is recognized beginning in 2006. There was no cumulative effect of adopting SFAS No. 123(R).

New Accounting Pronouncements

SFAS No. 157— In September 2006, the FASB issued SFAS No. 157, *Fair Value Measurements*, to eliminate the diversity in practice that exists due to the different definitions of fair value and the limited guidance for applying those definitions in GAAP that are dispersed among the many accounting pronouncements that require fair value measurements. SFAS No. 157 will apply to fiscal years beginning after November 15, 2007. In November 2007, the FASB provided a one year deferral for the implementation of SFAS No. 157 for other nonfinancial assets and liabilities. We adopted SFAS No. 157, which had no material impact on our consolidated financial statements.

FSP No. 157-2— In February 2008, the FASB issued Staff Position No. 157-2, *Effective Date of FASB Statement No. 157*, which delayed the effective date of fair value measurements for nonfinancial assets and liabilities, except for items that are recognized or disclosed at fair value in the financial statements on a recurring basis. We do not expect that FSP No. 157-2 will have a material impact to our consolidated financial statements.

SFAS No. 159— In February 2007, the FASB issued SFAS No. 159, *Establishing the Fair Value Option for Financial Assets and Liabilities*, to permit all entities to choose to elect to measure eligible financial instruments at fair value. SFAS No. 159 applies to fiscal years beginning after November 15, 2007, with early adoption permitted for an entity that has also elected to apply the provisions of SFAS No. 157. An entity is prohibited from retrospectively applying SFAS No. 159, unless it chooses early adoption. We adopted SFAS No. 159 on January 1, 2008, but did not elect the option to apply fair value to any additional financial assets or liabilities that were not already accounted for at fair value. Thus, the result of adopting SFAS No. 159 had no impact to our consolidated financial statements.

SFAS No. 141(R) — In December 2007, the FASB issued SFAS No. 141(R), *Business Combinations*, which replaces SFAS No. 141, *Business Combinations*. SFAS No. 141(R) requires the acquirer of a business to recognize and measure the identifiable assets acquired, the liabilities assumed, and any non-controlling interest in the acquiree at fair value. SFAS No. 141(R) also requires transactions costs related to the business combination to be expensed as incurred. SFAS No. 141(R) applies prospectively to business combinations for which the acquisition date is on or after the beginning of the first annual reporting period beginning on or after December 15, 2008. Management does not expect that SFAS No. 141(R) will have a material impact related to future acquisitions, if any, on our consolidated financial statements and does not anticipate a material impact on any past acquisitions.

SFAS No. 160 — In December 2007, the FASB issued SFAS No. 160, *Noncontrolling Interests in Consolidated Financial Statements*. SFAS No. 160 requires all entities to report noncontrolling (minority) interests in subsidiaries as equity in the consolidated financial statements. Its intention is to eliminate the diversity in practice regarding the accounting for transactions between an entity and noncontrolling interests. SFAS No. 160 will apply to

fiscal years and interim periods beginning on or after December 15, 2008. Management does not currently anticipate that SFAS No. 160 will have a material impact on our consolidated financial statements.

SFAS No. 161 — In March 2008, the FASB issued SFAS No. 161, *Disclosures about Derivative Instruments and Hedging Activities - an amendment of FASB Statement No. 133.* SFAS No. 161 amends and expands the disclosure requirements of SFAS No. 133 to provide a better understanding of how and why an entity uses derivative instruments, how derivative instruments and related hedged items are accounted for, and their effect on an entity's financial position, financial performance, and cash flows. SFAS No. 161 is effective for fiscal years and interim periods beginning after November 15, 2008. Management does not expect a material impact due to the adoption of SFAS No. 161 on our consolidated financial statements.

SFAS No. 132(R) — In March 2008, the FASB issued SFAS No. 132(R), *Employers' Disclosures about Postretirement Benefit Plan Assets.* The statement requires disclosures of the objectives of postretirement benefit plan assets, investment policies and strategies, categories of plan assets, fair value measurements of plan assets, and significant concentrations of risk. SFAS No. 132(R) is effective for fiscal years and interim periods beginning after December 15, 2009. The adoption of SFAS No. 132(R) is expected to increase our disclosures, but it is not expected to have an impact on our consolidated financial statements.

Note 2 – Restructuring

During 2008, in response to the slow commercial vehicle market and the decline of sales, management undertook a review of current operations that led to a comprehensive restructuring plan. On September 22, 2008, we approved a restructuring plan to more appropriately align our workforce in response to the relatively slow commercial vehicle market. On December 15, 2008, we announced additional actions in regards to the restructuring plan that focused on the consolidation of several of our facilities. We recognized restructuring expenses of $12.4 million in accordance with SFAS No. 146, *Accounting for Costs Associated with Exit or Disposal Activities.* On a segment basis, the Company recorded total pre-tax restructuring expenses related to employee severance costs of $3.8 million in the Wheels segment, $1.9 million in the Components segment, $0.1 million in our Other segment, and $2.2 million in unallocated Corporate expenses. The Wheels segment also recognized a pension curtailment of $1.1 million, for which cash payments will not occur until 2010. Corporate impaired investments of $3.1 million. Components segment also recognized losses on other asset disposals of $0.2 million. Of the $12.4 million restructuring expenses recorded during the period, $7.4 million was recorded in cost of goods sold and the remaining $5.0 million was recorded in selling, general and administrative operating expenses.

A summary of the Company's restructuring liability, included as a component of Accrued payroll and compensation, in regards to employee severance costs is, as follows:

Balance December 31, 2007	$ —
Severance-related charges	8,003
Severance-related payments	(3,722)
Balance December 31, 2008	$ 4,281

Of the remaining cash liability, $4,145 will be paid during 2009 with the remainder of $136 paid in 2010.

Note 3 - Inventories

The inventories at December 31, 2008 and 2007, on a FIFO basis, were as follows:

	As of December 31,	
	2008	2007
Raw materials	$ 22,839	$ 30,267
Work in process	21,930	28,193
Finished manufactured goods	34,036	34,110
Total inventories	$ 78,805	$ 92,570

Note 4 - Goodwill and Other Intangible Assets

Under SFAS No. 142, we are required to assess goodwill and any indefinite-lived intangible assets for impairment annually, or more frequently if circumstances indicate impairment may have occurred. The analysis of potential impairment of goodwill requires a two-step approach. The first step is the estimation of fair value of each reporting unit. If step one indicates that impairment potentially exists, the second step is performed to measure the amount of impairment, if any. Goodwill impairment exists when the estimated fair value of goodwill is less than its carrying value.

Due to the significant decline in our stock price resulting from overall economic and industry conditions, we determined that an indicator of impairment existed as of June 30, 2008, and performed a step one analysis. The results indicated that impairments existed in our Components and Other reporting segments. We calculated the fair value of the affected reporting units using a combination of market and income approaches, involving use of quoted market prices, market multiples, and discounted cash flow projections. We calculated the fair value of the affected trade names using a relief from royalty method. We estimated and recorded goodwill and other intangible asset impairment charges of $193.1 million and $19.1 million, respectively, during the three months ended September 30, 2008.

During the three months ended December 31, 2008, we completed our Step Two analysis of the June 30, 2008, impairment. In addition, our annual impairment test was performed as of November 30, 2008. In total we recognized additional goodwill and other intangible asset impairment charges of $57.4 million and $7.4 million, respectively. Such charges are non-cash and do not affect our liquidity, tangible equity or debt covenant ratios.

The changes in the carrying amount of goodwill for the period ended December 31, 2008 by reportable segment, are as follows:

(in thousands)	Wheels	Components	Other	Corporate	Total
Balance as of December 31, 2007	$ 123,199	$ 243,915	$ 11,690	$ —	378,804
Impairment losses	—	(243,915)	(7,415)	—	(251,330)
Balance as of December 31, 2008	$ 123,199	$ —	$ 4,275	$ —	$ 127,474

The changes in the carrying amount of other intangibles for the period ended December 31, 2008 by reportable segment, are as follows:

(in thousands)	Wheels	Components	Other	Corporate	Total
Balance as of December 31, 2007	$ —	$ 118,423	$ 9,860	$ 587	128,870
Additions	—	—	—	560	560
Amortization	—	(4,426)	(385)	(587)	(5,398)
Impairment losses	—	(23,270)	(3,280)	—	(26,550)
Balance as of December 31, 2008	$ —	$ 90,727	$ 6,195	$ 560	$ 97,482

The summary of goodwill and other intangible assets is as follows:

		As of December 31, 2008			As of December 31, 2007		
	Weighted Average Useful Lives	Gross Amount	Accumulated Amortization & Impairment	Carrying Amount	Gross Amount	Accumulated Amortization & Impairment	Carrying Amount
Goodwill	—	$ 378,804	$ 251,330	$ 127,474	$ 378,804	—	$ 378,804
Other intangible							
Non-compete	3.0	$ 3,160	$ 2,599	$ 561	$ 2,600	$ 1,938	$ 662
Trade names	—	38,080	27,650	10,430	38,080	1,100	36,980
Technology	14.7	33,540	8,989	24,551	33,540	6,690	26,850
Customer	29.6	71,500	9,560	61,940	71,500	7,122	64,378
	24.2	$ 146,280	$ 48,798	$ 97,482	$ 145,720	$ 16,850	$ 128,870

We estimate that aggregate amortization expense by year as follows:

2009	$ 4,923
2010	$ 4,923
2011	$ 4,922
2012	$ 4,736
2013	$ 4,736

Note 5 - Property, Plant and Equipment

Property, plant and equipment at December 31, 2008 and 2007 consist of the following:

	2008	2007
Land and land improvements	$ 11,245	$ 12,760
Buildings	99,156	97,906
Machinery and equipment	595,570	579,263
Property, plant and equipment, gross	705,971	689,929
Less: accumulated depreciation	447,333	410,689
Property, plant and equipment, net	$ 258,638	$ 279,240

During 2006, we changed our estimated lives for certain light wheel assets related to a customer re-sourcing decision. The new depreciation period was selected to correspond with the estimated date of re-sourcing. Due to the acceleration of depreciation, operating income during 2006 and 2007 was reduced by $16.3 million and $12.8 million, respectively. The impacts on earnings per share for 2006 and 2007 were $0.30 and $0.24, respectively.

Depreciation expense for the years ended December 31, 2008, 2007 and 2006 was $40.6 million, $55.9 million and $61.5 million, respectively. In 2008, we recorded a $4.3 million impairment of certain assets in our Piedmont, Alabama facility as a result of a discontinuation of a certain product line. During 2006, we sold our Columbia, Tennessee property for net proceeds of $1.9 million, resulting in a loss of $1.4 million. Also in 2006, we recorded a $2.3 million impairment of tooling assets in our Piedmont, Alabama facility as a result of a discontinuation of a certain product line.

Note 6 - Debt

Debt at December 31, 2008 and 2007 consists of the following:

	2008	2007
Term B Facility	$ 294,625	$ 294,625
Senior Subordinated Notes	275,000	275,000
Revolving Credit Facility	78,444	—
Industrial Revenue Bond	3,100	3,100
	651,169	572,725
Less current maturities	—	—
Total	$ 651,169	$ 572,725

Bank Borrowing—In connection with the TTI merger, we entered into a Fourth Amended and Restated Credit Agreement consisting of (1) a term credit facility (the "Term B Loan Facility") in an aggregate principal amount of $550.0 million that will mature on January 31, 2012, and (2) a revolving credit facility (the "Revolver") in an aggregate principal amount of $125.0 million (comprised of a $95.0 million U.S. revolving credit facility and the continuation of a $30.0 million Canadian revolving credit facility) that was scheduled to terminate on January 31, 2010. As of December 31, 2008, $294.6 million was outstanding under the Term B Loan Facility and $78.4 million was outstanding under the Revolver. The Term B Loan Facility requires quarterly amortization payments of $1.4 million that commenced on March 31, 2005, with the balance paid on the maturity date. On March 31, 2005, we prepaid $11.0 million of the Term B Loan Facility future amortization payments without penalty along with the regularly scheduled payment of $1.4 million. On April 26, 2005, we completed an initial public offering of our common stock. Net proceeds from the initial public offering were approximately $89.6 million in 2005. The proceeds from the initial public offering were used to repay a portion of the Term Loan B facility under our term credit facility. This prepayment was not subject to a prepayment penalty.

The interest rates applicable to loans under our senior credit facilities are, at the option of the Company or Accuride Canada, as applicable, a base rate or Eurodollar rate plus, in each case, an applicable margin which is subject to adjustment based on our leverage ratio. The base rate is a fluctuating interest rate equal to the highest of (a) the base rate reported by Citibank, N.A. (or, with respect to the Canadian revolving credit facility, the reference rate of interest established or quoted by Citibank Canada for determining interest rates on U.S. dollar denominated commercial loans made by Citibank Canada in Canada), (b) a reserve adjusted three-week moving average of offering rates for three-month certificates of deposit plus one-half of one percent (0.5%) and (c) the federal funds effective rate plus one-half of one percent (0.5%). At December 31, 2008 and 2007, the interest rates under our bank borrowings were 5.6% and 8.5%, respectively. The obligations under our senior credit facilities are guaranteed by all of our domestic subsidiaries. The loans under the credit facilities are secured by, among other things, a lien on substantially all of our U.S. properties and assets and of our domestic subsidiaries and a pledge of 65% of the stock of our foreign subsidiaries. The loans under the Canadian revolving facility are secured by substantially all of the properties and assets of Accuride Canada. At December 31, 2008 the interest rate under our revolver was 5.8%.

On November 28, 2007, we entered into the first amendment (the "First Amendment") to the Fourth Amended and Restated Credit Agreement, dated as of January 31, 2005. The First Amendment increased interest rates and modified certain financial covenants through 2008, including changes to the leverage, interest coverage and fixed charge coverage ratios. On February 4, 2009, we entered into a second amendment (the "Second Amendment") to the Fourth Amended and Restated Credit Agreement, dated as of January 31, 2005. The Second Amendment increased interest rates and modified certain financial covenants through 2010, including changes to the leverage, interest coverage and fixed charge coverage ratios. The revolving facility termination date was extended to January 31, 2011. (See Note 20.)

Senior Subordinated Notes—In connection with the TTI merger, we issued $275.0 million aggregate principal amount of 8½% senior subordinated notes due 2015 (the "Senior Subordinated Notes") in a private placement transaction. That transaction resulted in the repayment of our 9.25% senior subordinated notes due 2008 issued pursuant to an indenture, dated as of January 21, 1998. Interest on the Senior Subordinated Notes is payable on February 1 and August 1 of each year, beginning on August 1, 2005. The Senior Subordinated Notes mature on February 1, 2015 and may be redeemed, at our option, in whole or in part, at any time on or before February 1, 2010 at a price equal to 100% of the principal amount, plus an applicable make-whole premium, and accrued and unpaid interest and special interest if any, to the date of redemption. On or after February 1, 2010, the Senior Subordinated Notes are redeemable at certain specified prices. The Senior Subordinated Notes are general unsecured obligations (1) subordinated in right of payment to all of our and the guarantors' existing and future senior indebtedness, including any borrowings under our senior credit facilities; (2) equal in right of payment with any of the Company's and the guarantors' existing and future senior subordinated indebtedness; (3) senior in right of payment to all of the Company's and the guarantors' existing and future subordinated indebtedness and (4) structurally subordinated to all obligations of our subsidiaries that do not guarantee the outstanding notes. On June 15, 2005, we completed an exchange offer of the Senior Subordinated Notes for substantially identical notes registered under the Securities Act, as amended. As of December 31, 2008, the aggregate principal amount of Registered Senior Subordinated Notes outstanding was $275.0 million.

Under the terms of our credit agreement, there are certain restrictive covenants that limit the payment of cash dividends and establish minimum financial ratios. Our senior credit facilities and the indenture governing our Registered Senior Subordinated Notes restrict our ability to pay dividends. In addition, our senior credit facilities include other more restrictive covenants and prohibit us from prepaying our other indebtedness, including our Registered Senior Subordinated Notes, while borrowings under our senior credit facilities are outstanding. We were in compliance with all such covenants at December 31, 2008, under the Amendment established in February 2009.

We continue to operate in a challenging economic environment and our ability to maintain liquidity and comply with our debt covenants may be affected by economic or other conditions that are beyond our control and which are difficult to predict. The 2009 production forecasts by ACT Publications for the significant commercial vehicle markets that we serve, are as follows:

North American Class 8	145,000
North American Classes 5-7	131,000
U.S. Trailers	86,000

Based on the these production builds, we expect to comply with our debt covenants and believe that our liquidity will be sufficient to fund currently anticipated working capital, capital expenditures, and debt service requirements for at least the next twelve months. However, if our net sales are significantly less than expectations, given the volatility and the calendarization of the production builds as well as the other markets that we serve, or due to the challenging credit markets, we could violate our debt covenants or have insufficient liquidity. In the event of noncompliance, we would pursue an amendment or waiver. However, no assurances can be given that those forecasts will be accurate.

Interest Rate Instruments—As of December 31, 2008, we had one interest rate swap agreement outstanding. The agreement was established in December 2007 and the terms with the counterparty are to exchange, at specified intervals, the difference between 3.81% from March 2008 through March 2010, and the variable rate interest amounts calculated by reference to the notional principal amount. The notional principal amounts under the terms are $200 million from March 2008 through March 2009, $150 million from March 2009 through September 2009 and $125 million from September 2009 through March 2010.

Maturities of long-term debt based on minimum scheduled payments based on the provisions under the Second Amendment are as follows:

2009	$ —
2010	—
2011	78,444
2012	294,625
2013	—
Thereafter	278,100
Total	$ 651,169

Note 7 – Supplemental Cash Flows Disclosure

For the purpose of preparing the consolidated financial statements, we consider all highly liquid investments with maturities of three months or less when purchased to be cash equivalents. During 2008, 2007, and 2006, we recorded non-cash pension liability adjustments, net of tax, of $20.6 million, $14.0 million, and $23.7 million, respectively, as a component of Other Comprehensive Income. We also recorded a non-cash increase in our pension benefit obligation of $20.5 million, net of tax, in 2006, pursuant to the adoption of SFAS No. 158, *Employers' Accounting for Defined Benefit Pension and Other Postretirement Plans.*

Note 8 - Pension and Other Postretirement Benefit Plans

A.

We have funded noncontributory employee defined benefit pension plans that cover substantially all U.S. and Canadian employees (the "plans"). Employees covered under the U.S. salaried plan are eligible to participate upon the completion of one year of service and benefits are determined by their cash balance accounts, which are based on an allocation they earn each year. Employees covered under the Canadian salaried plan are eligible to participate upon the completion of two years of service and benefits are based upon career average salary and years of service. Employees covered under the hourly plans are generally eligible to participate at the time of employment and benefits are generally based on a fixed amount for each year of service. U.S. employees are vested in the plans after five years of service; Canadian hourly employees are vested after two years of service. We use a December 31 measurement date for all of our plans.

In addition to providing pension benefits, we also have certain unfunded health care and life insurance programs for U.S. non-bargained and Canadian employees who meet certain eligibility requirements. These benefits are provided through contracts with insurance companies and health service providers. The coverage is provided on a non-contributory basis for certain groups of employees and on a contributory basis for other groups.

Obligations and Funded Status:

	Pension Benefits		Other Benefits	
	2008	2007	2008	2007
Change in benefit obligation:				
Benefit obligation—beginning of year	$ 196,560	$ 178,788	$ 61,962	$ 84,582

Service cost	3,221	3,717	419	1,058
Interest cost	11,280	10,300	3,626	4,345
Actuarial gains	(15,603)	(2,027)	(4,410)	(15,104)
Benefits paid	(14,547)	(9,261)	(3,846)	(3,341)
Foreign currency exchange rate changes	(15,451)	13,367	(2,171)	1,713
Plan amendment	19	—	(1,560)	(11,213)
Curtailment	(1,870)	(5,187)	(552)	(702)
Special termination benefits	1,074	6,863	—	—
Incurred retiree drug subsidy reimbursements	—	—	108	154
Plan participant's contributions	—	—	445	470
Benefit obligation—end of year	164,683	196,560	54,021	61,962
Accumulated benefit obligation	$ 164,291	$ 193,984	—	—
Change in plan assets:				
Fair value of assets—beginning of year	190,740	164,064	—	—
Actual return (loss) on plan assets	(36,497)	6,247	—	—
Employer contribution	14,606	15,987	3,401	2871
Plan participant's contribution	—	—	445	470
Benefits paid	(14,547)	(9,261)	(3,846)	(3,341)
Foreign currency exchange rate changes	(16,459)	13,703	—	—
Fair value of assets—end of year	137,843	190,740	—	—
Reconciliation of funded status:				
Unfunded status	$ (26,840)	$ (5,820)	$ (54,021)	$ (61,962)
Amounts recognized in the statement of financial position:				
Prepaid benefit cost	$ 5,100	$ 5,119	—	—
Accrued benefit liability	(31,941)	(10,939)	$ (54,021)	$ (61,962)
Accumulated other comprehensive loss (income)	64,192	38,830	(29,777)	(24,982)
Net amount recognized	$ 37,351	$ 33,010	$ (83,798)	$ (86,944)
Amounts expected to be recognized in AOCI in the following fiscal year:				
Amortization of net transition (asset)/obligation	$ 9		—	
Amortization of prior service cost	248		$ (1,575)	
Amortization of net (gain)/loss	2,133		(564)	
Total amortization	$ 2,390		$ (2,139)	

Components of Net Periodic Benefit Cost:

	Pension Benefits			Other Benefits		
	2008	2007	2006	2008	2007	2006
Service cost-benefits earned during the year	$ 3,221	$ 3,717	$ 4,440	$ 420	$ 1,058	$ 1,381
Interest cost on projected benefit obligation	11,281	10,298	9,366	3,626	4,403	4,736
Expected return on plan assets	(14,575)	(13,930)	(12,074)	—	—	—
Prior service cost (net)	388	469	906	(1,409)	(841)	(705)
Other amortization (net)	1,835	1,847	2,431	(467)	137	538
Net amount charged to income	$ 2,150	$ 2,401	$ 5,069	$ 2,170	$ 4,757	$ 5,950
Curtailment charge (gain) and special termination benefits	901	11,085	2,413	—	(739)	79
Total benefits cost charged to income	$ 3,051	$ 13,486	$ 7,482	$ 2,170	$ 4,018	$ 6,029
Recognized in other comprehensive income (loss):						
Amortization of net transition (asset) obligation	(28)	(82)		—	—	
Prior service (credit) cost	19	—		(1,560)	(11,213)	
Amortization of prior service (credit) cost	(942)	(3,042)		1,386	773	

Change in net actuarial (gain) loss	28,023	4,464	(5,088)	(14,984)
Amount of net actuarial valuation (gain) loss	(1,820)	(1,830)	467	(137)
Total (gain) loss recognized in other comprehensive income	25,252	(490)	(4,795)	(25,561)
Total (gain) loss recognized in total benefits charged to income and other comprehensive income	$ 28,303	$ 12,996	$ (2,625)	$ (21,543)

During 2008, we recorded pre-tax curtailment charge of $1.1 million as a result of a reduction of workforce in our London, Ontario facility. During 2007, we recorded pre-tax curtailment charges and special termination benefits of $9.1 million as a result of a reduction of workforce in our London, Ontario facility. During 2007, we recorded pre-tax curtailment charges of $1.2 million and a $9.8 million reduction of our benefit obligation as a result of an amendment to our post-employment benefit plan at our Erie, Pennsylvania facility. In 2006, an amendment to the pension benefit plan at our Canadian facility resulted in adding $4.5 million to our benefit obligation.

Actuarial Assumptions:

Assumptions used to determine benefit obligations as of December 31 were as follows:

	Pension Benefits		Other Benefits	
	2008	2007	2008	2007
Average discount rate	7.11%	6.04%	6.96%	6.36%
Rate of increase in future compensation levels	3.50%	3.50%	3.50%	3.50%

Assumptions used to determine net periodic benefit cost for the years ended December 31 were as follows:

	Pension Benefits		Other Benefits	
	2008	2007	2008	2007
Average discount rate	6.10%	5.58%	6.44%	5.85%
Rate of increase in future compensation levels	3.50%	3.50%	3.50%	3.50%
Expected long-term rate of return on assets	7.88%	8.00%	N/A	N/A

The expected long-term rate of return on assets is determined primarily by looking at past performance. In addition, management considers the long-term performance characteristics of the asset mix.

Assumed health care cost trend rates at December 31 were as follows:

	2008	2007
Health care cost trend rate assumed for next year	9.00%	10.00%
Rate to which the cost trend rate is assumed to decline	5.00%	5.00%
Year that the rate reaches the ultimate trend rate	2012	2012

The health care cost trend rate assumption has a significant effect on the amounts reported. A one-percentage point change in assumed health care cost trend rates would have the following effects on 2008:

	1-Percentage-Point Increase	1-Percentage-Point Decrease
Effect on total of service and interest cost	$ 721	$ (584)
Effect on postretirement benefit obligation	$ (5,693)	$ (4,793)

Plan Assets:

Our pension plan weighted-average asset allocations at December 31, 2008 and 2007 were as follows:

	2008	2007
Equity securities	55%	64%
Debt securities	39%	33%
Other	6%	3%
Total	100%	100%

Our investment objectives are (1) to maintain the purchasing power of the current assets and all future contributions; (2) to maximize return within reasonable and prudent levels of risk; (3) to maintain an appropriate asset allocation policy that is compatible with the actuarial assumptions, while still having the potential to produce positive real returns; and (4) to control costs of administering the plan and managing the investments.

Our desired investment result is a long-term rate of return on assets that is at least a 5% real rate of return, or 5% over inflation as measured by the Consumer Price Index for the U.S. plans. The target rate of return for the plans have been based upon the assumption that future real returns will approximate the long-term rates of return experienced for each asset class in our investment policy statement. Our investment guidelines are based upon an investment horizon of greater than five years, so that interim fluctuations should be viewed with appropriate perspective. Similarly, the Plans' strategic asset allocation is based on this long-term perspective.

We believe that the Plans' risk and liquidity posture are, in large part, a function of asset class mix. Our investment committee has reviewed the long-term performance characteristics of various asset classes, focusing on balancing the risks and rewards of market behavior. Based on this and the Plans' time horizon, risk tolerances,

performance expectations and asset class preferences, the following strategic asset allocation was derived:

	Lower Limit	Strategic Allocation	Upper Limit
Domestic Large Capitalization Equities:			
Value	10%	15%	20%
Growth	10%	15%	20%
Index-Passive	15%	20%	25%
Domestic Aggressive Growth Equities:			
International Equities	5%	10%	15%
Large-Mid Cap	5%	10%	15%
Fixed Income:			
Domestic	25%	30%	35%

The allocation of the fund is reviewed periodically. Should any of the strategic allocations extend beyond the suggested lower or upper limits, a portfolio rebalance may be appropriate.

While we use the same methodologies to manage the Canadian plans, the primary objective is to achieve a minimum rate of return of Consumer Price Index plus 3 over 4-year moving periods, and to obtain total fund rates of return that are in the top third over 4-year moving periods when compared to a representative sample of Canadian pension funds with similar asset mix characteristics. The asset mix for the Canadian pension fund is targeted as follows:

	Minimum	Maximum
Total Equities	40%	65%
Foreign Equities	0%	50%
Bonds and Mortgages	25%	50%
Short-Term	0%	15%

Cash Flows—We expect to contribute approximately $20.8 million to our pension plans and $3.6 million to our other postretirement benefit plan in 2009. Pension and postretirement benefits (which include expected future service) are expected to be paid out of the respective plans as follows:

	Pension Benefits	Other Benefits
2009	$ 9,308	$ 3,620
2010	$ 9,445	$ 3,776
2011	$ 9,663	$ 3,927
2012	$ 10,819	$ 4,018
2013	$ 11,315	$ 4,152
2014 – 2018 (in total)	$ 60,852	$ 22,094

Other Plans—We also provide a 401(k) savings plan and a profit sharing plan for substantially all U.S. salaried employees. Select employees may also participate in the Accuride Executive Retirement Allowance Policy and a supplemental savings plan. Expenses recognized in 2008, 2007, and 2006 were $4.3 million, $4.9 million, and $4.3 million, respectively.

Note 9 – Income Taxes

The income tax provisions for the years ended December 31 are as follows:

	2008	2007	2006
Current:			
Federal	$ 248	$ (2,274)	$ 5,693
State	152	665	1,597
Foreign	1,266	6,928	11,657
	1,666	5,319	18,947
Deferred:			
Federal	(40,887)	(4,635)	12,358
State	(5,809)	(303)	2,948

Foreign	(1,235)	(3,240)	(4,131)
Valuation allowance	41,667	(272)	(1,503)
	(6,264)	(8,450)	9,672
Total	$ (4,598)	$ (3,131)	$ 28,619

The foreign component of pretax earnings (losses) before eliminations in 2008, 2007 and 2006 was approximately $(3,209), $17,752, and $27,737 respectively.

A reconciliation of the U.S. statutory tax rate to our effective tax rate (benefit) for the years ended December 31, is as follows:

	2008	2007	2006
Statutory tax rate	(35.0%	(35.0%	35.0%
State and local income taxes	(0.5)	(4.1)	1.70
Incremental foreign tax (benefit)	0.4	(21.5)	(3.2)
Change in valuation allowance	12.5	(2.3)	(0.2)
Foreign subsidiary dividend	—	12.4	—
Impairment of goodwill	23.4	—	—
Change in liability for unrecognized tax benefits	—	20.6	—
Other items—net	(2.2)	3.2	(2.8)
Effective tax rate	(1.4%	(26.7%	30.5%

Deferred income tax assets and liabilities comprised the following at December 31:

	2008	2007
Deferred tax assets:		
Postretirement and postemployment benefits	$ 19,535	$ 23,244
Accrued liabilities, reserves and other	9,654	8,569
Debt transaction and refinancing costs	6,131	6,573
Inventories	4,550	3,285
Accrued compensation and benefits	5,014	5,805
Worker's compensation	3,047	2,829
Pension benefit	11,850	1,749
State income taxes	1,517	60
Tax credits	5,838	8,409
Indirect effect of unrecognized tax benefits	1,205	2,688
Loss carryforwards	35,041	8,217
Valuation allowance	(54,423)	(5,702)
Total deferred tax assets	48,959	65,726
Deferred tax liabilities:		
Asset basis and depreciation	17,244	15,598
Unrealized foreign exchange gain	78	3,442
Pension costs	—	—
Intangible assets	42,236	61,829
Other	—	79
Total deferred tax liabilities	59,558	80,948
Net deferred tax asset (liability)	(10,599)	(15,222)
Current deferred tax asset	1,955	19,422
Long-term deferred income tax asset (liability)—net	$ (12,554)	$ (34,644)

Our net operating losses, available in various tax jurisdictions at December 31, 2008, will expire beginning 2012 through 2028. In the current year, we have recorded deferred tax assets for additional foreign and state tax credits incurred through 2008, which will expire beginning 2016 through 2023. No net operating loss carryforwards or foreign tax credits will expire in 2009. Realization of deferred tax assets is dependent upon taxable income within the carryforward periods available under the applicable tax laws. Although realization of deferred tax assets in excess of deferred tax liabilities is not certain, during 2008, management has concluded that it is more than likely that we will not realize the full benefit of our U.S. federal tax jurisdiction deferred tax assets due to three cumulative

years of net losses and changes of management's estimate of future earnings, and recorded a valuation allowance against the amounts that are more likely than not to not be recognized during 2008.

During 2008, valuation allowances related to state net operating loss carry forwards and credits were increased by $2.5 million, net. This increase was due to changes in management's estimate of future earnings. During 2007, the valuation allowances related to state net operating loss carry forwards were reduced by $0.3 million, net. This net $0.3 million reduction included an increase of $0.4 million due to changes in management's estimate of future earnings and a reduction of $0.7 million for an adjustment in 2007 to reflect differences in the 2006 tax provision accrual to the tax return.

During 2007, the company completed a tax restructuring of its Mexican operations. This restructuring included the sale of all manufacturing assets and inventory by AdM to the Company and a distribution of cash from AdM to the company. As a result, the company recorded a taxable dividend of $31.0 million, and a corresponding foreign tax credit of $8.3 million. During 2008, the company carried back $2.4 million of the foreign tax credit and recorded a full valuation allowance against the remaining credit.

During 2007 there were income tax law changes in the following jurisdictions in which we are taxable; Canada, Mexico, and Michigan. These changes had an insignificant effect on our financial statements and on our effective tax rate.

No provision has been made for U.S. income taxes related to undistributed earnings of our foreign subsidiaries that we intend to permanently reinvest. At December 31, 2008, Accuride Canada had $19.8 million of cumulative retained earnings and AdM had $9.1 million of cumulative retained earnings.

On January 1, 2007, we adopted FIN 48, *Accounting for Uncertainty in Income Taxes*. The impact of the adoption of FIN 48 on January 1, 2007, was to decrease retained earnings by $2.1 million, increase goodwill by $0.7 million, decrease income taxes payable by $6.1 million, decrease net deferred tax liabilities by $2.7 million, and increase non-current income taxes payable by $11.6 million. A reconciliation of the beginning and ending amount of unrecognized tax benefits is as follows:

	For years ended December 31,	
	2008	2007
Balance at January 1	$ 13,050	$ 11,566
Additions based on tax positions related to the current year	224	709
Additions for tax positions of prior years	792	3,412
Reductions for tax positions of prior years	(3,312)	—
Removal of penalties and interest	(3,892)	—
Reductions due to lapse of statute of limitations	(846)	(1,279)
Settlements with taxing authorities	(234)	(1,358)
Balance at December 31	$ 5,782	$ 13,050

The total amount of unrecognized tax benefits that would, if recognized, impact the effective income tax rate was approximately $7.1 million as of December 31, 2008. Also included in the balance of unrecognized tax benefits is $2.3 million of tax benefits that, if recognized, would affect other tax accounts.

We also recognize accrued interest expense and penalties related to the unrecognized tax benefits as additional tax expense, which is consistent with prior periods. The total amount of accrued interest and penalties was $2.4 million and $1.6 million respectively, as of December 31, 2008. An increase in interest of $0.1 million was recognized in 2008. The total amount of accrued interest and penalties was approximately $2.3 million and $1.6 million, respectively, as of December 31, 2007.

As of December 31, 2008, we were open to examination in the U.S. federal tax jurisdiction for the 2005-2007 tax years, in Canada for the years of 2000-2007, and in Mexico for the years of 2002-2007. We were also open to examination in various state and local jurisdictions for the 2004-2007 tax years, none of which were individually material. We believe that our accrual for tax liabilities is adequate for all open audit years. This assessment relies on estimates and assumptions and may involve a series of complex judgments about future events.

It is reasonably possible that U.S. federal, state and local, and non-U.S. tax examinations will be settled during the next twelve months. If any of these tax audit settlements do occur within the next twelve months, we would make any necessary adjustments to the accrual for uncertain tax benefits. Until formal resolutions are reached with the tax authorities, the determination of a possible audit settlement range for the impact on uncertain tax benefits is not practicable. On the basis of present information, it is our opinion that any assessments resulting from the current audits will not have a material effect on our consolidated financial statements. The company believes that it is reasonably possible that an increase of up to $0.2 million in unrecognized benefits may be necessary within the coming year. In addition, the company believes that it is reasonably possible that approximately $0.5 million of its currently remaining unrecognized tax positions, each of which are individually insignificant, may be recognized by the end of 2009 as a result of a lapse of the statute of limitations.

Note 10 – Stock-Based Compensation Plans

2005 Incentive Plan—In connection with the initial public offering in April 2005, we adopted the Accuride Corporation 2005 Incentive Award Plan (the "Incentive Plan"). The Incentive Plan will terminate on the earlier of ten years after it was approved by our stockholders or when our Board of Directors terminates the Incentive Plan. The Incentive Plan provides for the grant of ISOs, as defined in section 422 of the Code, nonstatutory stock options, restricted stock, restricted stock units ("RSUs"), SARs, deferred stock, dividend equivalent rights, performance awards and stock payments (referred to collectively as Awards) to our employees, consultants and directors. The Incentive Plan authorized the issuance of a maximum of 1,633,988 shares of common stock for grants or exercises of Incentive Awards. On June 14, 2007, the Incentive Plan was amended to increase the number of shares available for common stock grants to 3,633,988.

Employee Stock Purchase Plan—During 2005, we adopted the Accuride Corporation Employee Stock Purchase Plan ("ESPP"), which is designed to allow our eligible employees and the eligible employees of our participating subsidiaries to purchase shares of common stock, at quarterly intervals, with their accumulated payroll deductions. Under the ESPP, we have reserved 653,595 shares as available to issue to all of our eligible employees as determined by the Board of Directors. The ESPP has quarterly offering periods, however payroll deductions for participants are accumulated during the quarterly offering periods. Effective January 2006, the ESPP allows for shares to be purchased at a price per share equal to 95% of the fair market value per share on the purchase dates. During 2007 and 2008, 45,294 and 115,051 shares were purchased under the ESPP. Funds to purchase an additional 316,054 shares were accumulated during the fourth quarter of 2008 and those shares were issued in January 2009, leaving no further shares available to issue under the ESPP.

Effective January 1, 2006, we adopted SFAS No. 123(R), *Share-Based Payment.* Under the modified prospective method of adoption, compensation expense related to stock options is recognized beginning in 2006. This statement applies to all awards granted after the effective date and to modifications, repurchases, or cancellations of existing awards. Additionally, under the modified prospective method of adoption, we recognize compensation expense for the portion of outstanding awards on the adoption date for which the requisite service period has not yet been rendered based on the grant-date fair value of those awards calculated under SFAS No. 123 and 148 for pro forma disclosures. SFAS No. 123(R) requires that forfeitures be estimated over the vesting period of an award, rather than be recognized as a reduction of compensation expense at the time of the actual forfeiture. Prior to January 1, 2006, we applied APB Opinion No. 25, *Accounting for Stock Issued to Employees*, and related interpretations in accounting for the plans; accordingly, since the grant price of the stock options was at least 100% of the fair value at the date of the grant, no compensation expense was recognized by us in connection with the option grants. Also, as the employee stock purchase plan was considered noncompensatory, no expense related to this plan was recognized.

Performance Options – ***We awarded performance options to officers and other key employees under the 2005 Plan. Under these awards, a number of options to acquire shares will vest based upon the attainment of the applicable targets established under our incentive compensation plan approved by the Compensation Committee. Certain outstanding performance options are applicable to performance measurement periods in future fiscal years. Performance options generally have 10-year contractual terms. A summary of performance option activity during the year ended December 31, 2008 is presented below:***

	Number of Options	Weighted Average Exercise Price	Weighted Average Remaining Actual Term	Aggregate Intrinsic Value
Performance options outstanding at December	294,	9.2		
Forfeited	(182,712	$ 9.17		
Performance options outstanding at December	111,536	$ 9.49	6.3 years	—
Performance options vested or expected to vest	111,536	$ 9.49	6.3 years	—
Performance options exercisable at December	111,536	$ 9.49	6.3 years	—

There is no intrinsic value on performance options outstanding due to the closing price on December 31, 2008 being lower than the strike price of the options.

Service Options - ***We granted options to officers, other key employees, and members of our Board of Directors under the 2005 Plan as consideration for service. Options granted generally have 10-year contractual terms. A summary of service option activity during the year ended December 31, 2008 is presented below:***

	Number of Options	Weighted Average Exercise Price	Weighted Average Remaining Actual Term	Aggregate Intrinsic Value
Service options outstanding at December 31,	496	8.84		
Granted	316,054	$ 0.22		
Exercised	(13,268	$ 2.96		$ 14
Forfeited	(56,562	$ 12.01		
Service options outstanding at December 31,	742,961	$ 5.04	3.7 years	$ —
Service options vested or expected to vest	742,961	$ 5.04	3.7 years	$ —
Service options exercisable at December 31,	719,291	$ 4.85	3.7 years	$ —

Restricted Stock Units - ***We grant RSUs to officers and other key employees under the Incentive Plan as consideration for service. RSUs granted generally vest over a three and one-half year period. A summary of RSU activity under the Incentive Plan during the year ended December 31, 2008 is presented below:***

	Number of RSUs	Weighted Average Grant-date Fair Value	Weighted Average Remaining Vesting Period

RSUs unvested at December 31, 2007	237,597		5.89	
Granted	332,929	$	3.57	
Vested	(114,114	$	5.28	
Forfeited	(226,539	$	4.41	
RSUs unvested at December 31, 2008	229,873	$	4.29	1.6 years
RSUs expected to vest	183,898	$	4.29	1.6 years

The awards granted during 2008 vest in installments of 10%, 20%, 30%, and 40% over a three and one-half year period beginning in the year of each grant.

Stock Appreciation Rights - ***We grant SARs to officers, other key employees, and members of our Board of Directors under the Incentive Plan as consideration for service. SARs granted generally cliff vest at the end of a three and one-half year period and have 10-year contractual terms. Our SARs are also applicable to performance measurement periods in fiscal years with a performance-acceleration clause that could allow for 25% vesting on December 31 of each of the first four year-ends following the date of the grant if certain performance targets (that are normally established at the beginning of each year) are met. A summary of SAR activity under the Incentive Plan during the year ended December 31, 2008 is presented below:***

	Number of SARs	**Weighted Average Exercise Price**	**Weighted Average Remaining Actual Term**	**Aggregate Intrinsic Value**
SARs outstanding at December 31, 2007	729,481	13.06		
Granted	660,456	$ 7.10		
Exercised	—	—		
Forfeited	(571,961	$ 10.46		
SARs outstanding at December 31, 2008	817,976	$ 10.07	9.5 years	—
SARs vested or expected to vest	654,381	$ 10.07	9.5 years	—
SARs exercisable at December 31, 2008	—	—	—	—

Included in the 2008 grants are 495,342 SARs, less forfeitures, that are applicable to performance measurement periods in future fiscal years and will be measured at fair value when the performance targets are established in future fiscal years. The remaining 165,114 SARs, less forfeitures, will vest on December 31, 2011, since performance targets established for 2008 were not achieved. There is no intrinsic value on the SARs outstanding due to the closing price on December 31, 2008 being lower than the strike price of the SARs.

We granted 250,000 shares of restricted common stock of the Company, which we anticipate will vest in 2009.

In determining the estimated fair value of our share-based awards as of the grant date, we used the Black-Scholes option-pricing model with the assumptions illustrated in the table below:

	For The Years Ended December 31,		
	2008	2007	2006
Expected Dividend Yield	*0.0%*	*0.0%*	*0.0%*
Expected Volatility in Stock Price	*41.3%*	*41.6%*	*43.6%*
Risk-Free Interest Rate	*3.6%*	*5.1%*	*5.0%*
Expected Life of Stock Awards	*6.2*	*6.3*	*7.0*
Weighted-Average Fair Value at Grant Date	*$3.26*	*$7.39*	*$6.08*

The expected volatility is based upon volatility of comparable industry Company common stock that has been traded for a period commensurate with the expected life. The expected term of options granted is derived from historical exercise and termination patterns, and represents the period of time that options granted are expected to be outstanding. The risk-free rate used is based on the published U.S. Treasury yield curve in effect at the time of grant for instruments with a similar life. The dividend yield is based upon the most recently declared quarterly dividend as of the grant date.

Compensation expense recorded during 2008, 2007, and 2006 was $2.4 million, $2.7 million, and $1.5 million, respectively. Compensation expense for unvested instruments as of December 31, 2008, of approximately $2.8 million will be recognized over a weighted period of 1.3 years. The tax benefit (cost) recognized during 2008, 2007, and 2006 was approximately ($1.6) million, $1.3 million, and $2.1 million, respectively.

Note 11 – Commitments

We lease certain plant, office space, and equipment for varying periods. Management expects that in the normal course of business, expiring leases will be renewed or replaced by other leases. Purchase commitments related to fixed assets at December 31, 2008 totaled $1.5 million. Rent expense for the years ended December 31, 2008, 2007, and 2006 was $9.1 million, $6.5 million and $6.8 million, respectively. Future minimum lease payments for all non-cancelable operating leases having a remaining term in excess of one year at December 31, 2008, are as follows:

2009	9,491
2010	8,244
2011	4,585
2012	2,822
2013	1,791
Thereafter	8,806
Total	$ 35,739

Note 12 – Segment Reporting

Based on our continual monitoring of the long-term economic characteristics, products and production processes, class of customer, and distribution methods of our operating segments, we determined our seven operating segments aggregate into three reportable segments: Wheels, Components, and Other. All of our segments design, manufacture and market products to the commercial vehicle industry. The Wheels segment's products consist of wheels for heavy- and medium-duty trucks and commercial trailers. The Components segment's products consist of truck body and chassis parts, wheel-end components and assemblies, and seats. The Other segment's products primarily consist of other commercial vehicle components, including steerable drive axles and gearboxes. We believe this segmentation is appropriate based upon management's operating decisions and performance assessment. The accounting policies of the reportable segments are the same as described in Note 1, "Significant Accounting Policies".

	2008	2007	2006
Net sales:			
Wheels	$ 391,433	$ 477,115	$ 678,499
Components	492,025	491,324	681,371
Other	47,951	45,247	48,285
Consolidated total	$ 931,409	$ 1,013,686	$ 1,408,155
Operating income (loss):			
Wheels	$ 55,673	$ 60,078	$ 106,128
Components	(296,143)	(2,583)	65,548
Other	(1,672)	7,527	8,123
Corporate	(34,501)	(35,426)	(36,360)
Consolidated total	$ (276,643)	$ 29,596	$ 143,439
Total assets:			
Wheels	$ 191,435	$ 188,288	
Components	285,966	578,158	
Other	38,064	45,466	
Corporate	293,085	301,722	
Consolidated total	$ 808,550	$ 1,113,634	

Included in 2008 operating income (loss) are goodwill and other intangible asset impairments in our Components and Other reportable segments of $267.2 million and $10.7 million, respectively.

Geographic Segments—Our operations in the United States, Canada, and Mexico are summarized below:

For Year Ended Dec. 31, 2008	United States	Canada	Mexico	Eliminations	Combined
Net sales:					
Sales to unaffiliated customers—domestic	$ 761,319	$ 10,553	$ 43,658	$ —	$ 815,530
Sales to unaffiliated customers—export	102,267	—	13,612	—	115,879
Total	$ 863,586	$ 10,553	$ 57,270	$ —	$ 931,409
Long-lived assets	$ 569,776	$ 50,188	$ 9,003	$ (128,176)	$ 500,791

For Year Ended Dec. 31, 2007	United States	Canada	Mexico	Eliminations	Combined
Net sales:					
Sales to unaffiliated customers—domestic	$ 812,748	$ 12,748	$ 48,664	$ —	$ 874,160
Sales to unaffiliated customers—export	130,894	—	8,632	—	139,526
Total	$ 943,642	$ 12,748	$ 57,296	$ —	$ 1,013,686
Long-lived assets	$ 851,416	$ 66,520	$ 10,509	$ (128,176)	$ 800,269

For Year Ended Dec. 31, 2006	United States	Canada	Mexico	Eliminations	Combined
Net sales:					
Sales to unaffiliated customers—domestic	$ 1,140,182	$ 15,973	$ 48,218	$ —	$ 1,204,373
Sales to unaffiliated customers—export	192,785	—	10,997	—	203,782
Total	$ 1,332,967	$ 15,973	$ 59,215	$ —	$ 1,408,155
Long-lived assets	$ 884,501	$ 82,611	$ 28,038	$ (160,203)	$ 834,947

Each geographic segment made sales to each of the three major customers in 2008 that each exceed 10% of total net sales for the years ended December 31. Sales to those customers are as follows:

	2008		2007		2006	
	Amount	% of Sales	Amount	% of Sales	Amount	% of Sales
Customer one	$ 149,229	16.0%	$ 168,416	16.6%	$ 253,457	18.0%
Customer two	140,538	15.1%	167,327	16.5%	250,460	17.8%

Customer three	131,047	14.1%	136,578	13.5%	221,733	15.7%
	$ 420,814	45.2%	$ 472,321	46.6%	$ 725,650	51.5%

Sales by product grouping for the years ended December 31 are as follows:

	2008		2007		2006	
	Amount	% of Sales	Amount	% of Sales	Amount	% of Sales
Wheels	$ 391,867	42.1%	$ 477,115	47.1%	$ 678,499	48.2%
Wheel-end components and assemblies	211,915	22.8%	199,235	19.7%	290,662	20.6%
Truck body and chassis parts	111,160	11.9%	137,002	13.5%	197,902	14.1%
Seating assemblies	39,784	4.3%	52,087	5.1%	77,974	5.5%
Other components	176,683	18.9%	148,247	14.6%	163,118	11.6%
	$ 931,409	100%	$ 1,013,686	100.0%	$ 1,408,155	100.0%

Note 13 – Financial Instruments

We have determined the estimated fair value amounts of financial instruments using available market information and other appropriate valuation methodologies. However, considerable judgment is required in interpreting market data to develop the estimates of fair value. SFAS No. 157 establishes a fair value hierarchy for those instruments measured at fair value that distinguishes between assumptions based on market data (observable inputs) and our own assumptions (unobservable inputs). Determining which category an asset or liability falls within the hierarchy requires significant judgment. We evaluate our hierarchy disclosures each quarter.

The hierarchy consists of three levels:

Level 1	Quoted market prices in active markets for identical assets or liabilities;
Level 2	Inputs other than Level 1 inputs that are either directly or indirectly observable; and
Level 3	Unobservable inputs developed using estimates and assumptions developed by us, which reflect those that a market participant would use.

The carrying amounts of cash and cash equivalents, trade receivables, and accounts payable approximate fair value because of the relatively short maturity of these instruments. The carrying amounts and related estimated fair values for our remaining financial instruments as of December 31, 2008 are as follows:

		Fair Value			
	Carrying Amount	Level 1	Level 2	Level 3	Total
Assets					
Marketable securities	$ 5,000			$ 5,000	$ 5,000
Foreign exchange forward contracts	$ 843		$ 843		$ 843
Liabilities					
Interest rate swap contracts	$ 4,415		$ 4,415		$ 4,415
Total debt	$ 651,169		$358,880		$ 358,880

The fair value related to marketable securities has been determined by evaluating other similar securities. Fair values relating to derivative financial instruments reflect the estimated amounts that we would receive or pay to terminate the contracts at the reporting date based on quoted market prices of comparable contracts as of the balance sheet date. The fair value of our long-term debt has been determined on the basis of the specific securities issued and outstanding. All of our long-term debt instruments have variable interest rates except for the senior subordinated notes, which have a fixed interest rate of 8.50%.

Our Level 3 assets consist of municipal bonds with an auction reset feature ("auction rate securities") whose underlying assets are generally student loans which are substantially backed by the federal government. In February 2008, auctions began to fail for these securities and each auction since then has failed. Based on the overall

failure rate of these auctions, the frequency of the failures, and the underlying maturities of the securities (40 years), we have classified auction rate securities as long-term assets on our balance sheet.

The following table provides a summary of changes in fair value of our Level 3 assets for the twelve months ended December 31, 2008:

	Twelve Months Ended December 31, 2008
Beginning balance	—
Purchase of securities	$ 5,000
Unrealized gain (loss) recognized	—
Net settlements	—
Ending balance	$ 5,000

Note 14 – Related Transactions

In connection with the TTI merger, we entered into a management services agreement ("Management Services Agreement") with KKR and Trimaran Fund Management L.L.C. ("TFM"), pursuant to which we retained KKR and TFM to provide management, consulting and financial services to Accuride of the type customarily performed by investment companies to our portfolio companies. In exchange for such services, we agreed to pay an annual fee in the amount equal to $665,000 to KKR and $335,000 to TFM. In addition, we agreed to reimburse KKR and TFM, and their respective affiliates, for all reasonable out-of-pocket expenses incurred in connection with such retention, including travel expenses and expenses of legal counsel. During 2007, we terminated the Management Services Agreement with respect to both KKR and TFM when each party no longer had the right to appoint one or more members to our Board of Directors pursuant to the terms of the Shareholder Rights Agreement that we entered in connection with the TTI merger. During 2007, payments related to these agreements totaled $0.3 million for KKR. There were no payments to TFM due to the termination of the agreement at the beginning of 2008.

Note 15 – Quarterly Data (unaudited)

The following table sets forth certain quarterly income statement information for the years ended December 31, 2008 and 2007:

	2008				
	Q1	Q2	Q3	Q4	Total
	(Dollars in thousands, except per share data)				
Net sales	$ 238,210	$ 244,919	$ 239,487	$ 208,793	$ 931,409
Gross profit(1)	12,269	21,350	11,888	10,093	55,600
Operating expenses	13,654	12,761	14,807	13,980	55,202
Impairment charges	—	—	212,220	64,821	277,041
Income (loss) from operations	(1,385)	8,589	(215,139)	(68,708)	(276,643)
Other expense (2)	(16,768)	(7,551)	(12,082)	(19,820)	(56,221)
Net income (loss)	(11,741)	3,375	(201,179)	(118,721)	(328,266)
Basic income (loss) per share	$ (0.33)	$ 0.10	$ (5.67)	$ (3.32)	$ (9.24)
Diluted income (loss) per share	$ (0.33)	$ 0.10	$ (5.67)	$ (3.32)	$ (9.24)

	2007				
	Q1	Q2	Q3	Q4	Total
	(Dollars in thousands, except per share data)				
Net sales	$ 325,430	$ 245,133	$ 220,580	$ 222,543	$ 1,013,686
Gross profit(1)	24,116	28,454	13,291	20,633	86,494
Operating expenses	15,051	14,223	13,690	13,934	56,898
Income (loss) from operations	9,065	14,231	(399)	6,699	29,596
Other expense (2)	(11,945)	(8,050)	(9,091)	(12,280)	(41,366)
Net income (loss)	(1,884)	4,893	(1,220)	(10,428)	(8,639)
Basic income (loss) per share	$ (0.05)	$ 0.14	$ (0.03)	$ (0.29)	$ (0.25)

Diluted income (loss) per share...	$ (0.05)	$ 0.14	$ (0.03)	$ (0.29)	$ (0.25)

(1) Impacting gross profit in 2007 were increases in revenue of $10.6 million as a result of a 2006 resolution of a commercial dispute with a customer, accelerated depreciation expense of certain Wheel assets of $12.8 million, severance and other benefit charges of $15.5 million at our London, Ontario facility, and other non-cash post-employment benefit curtailment charges of $1.2 million in the third quarter of 2007 at our Erie, Pennsylvania facility. Gross profit for 2008 was impacted by $7.7 million of costs related to a labor disruption at our Rockford, Illinois, facility, a $7.4 million charge for restructuring that was primarily severance-related, $3.1 million non-cash charge for the loss on a sale of assets at our Anniston, Alabama, facility, and $2.8 million in other severance charges unrelated to our restructuring activities.

(2) Included in other expense are interest income, interest expense, and other income (expense), net. During the fourth quarter of 2007, we incurred fees of $1.6 million related to the amendment to our credit agreement (see Note 6).

Note 16 – Valuation and Qualifying Accounts

The following table summarizes the changes in our valuation and qualifying accounts:

	Balance at Beginning of Period	Additions due to Acquisition	Charges (credits) to Cost and Expenses	Recoveries	Write-Offs	Balance at end of Period
Reserves in Accounts Receivable:						
December 31, 2006(1)	1,877	104	1,084	4	(942)	2,127
December 31, 2007.....	2,127	—	(62)	(436)	(168)	1,461
December 31, 2008.....	1,461	—	1,023	59	(800)	1,743

(1) Addition due to acquisition of AOT in 2006.

Note 17 - Contingencies

We are from time to time involved in various legal proceedings of a character normally incident to our business. We do not believe that the outcome of these proceedings will have a material adverse effect on our consolidated financial condition or results of our operations.

Our operations are subject to federal, state and local environmental laws, rules and regulations. Pursuant to our Recapitalization on January 21, 1998, we were indemnified by PDC with respect to certain environmental liabilities at our Henderson and London facilities, subject to certain limitations. Pursuant to the AKW acquisition agreement on April 1, 1999, in which Accuride purchased Kaiser Aluminum and Chemical Corporation's ("Kaiser") 50% interest in AKW, we have been indemnified by Kaiser with respect to certain environmental liabilities relating to the facilities leased by AKW (the "Erie Lease"). On February 12, 2002, Kaiser filed a voluntary petition in the United States Bankruptcy Court for the District of Delaware for reorganization under Chapter 11 of the United States Bankruptcy Code, which could limit our ability to pursue indemnification claims, if necessary, from Kaiser. Management does not believe that the outcome of any environmental proceedings will have a material adverse effect on the consolidated financial condition or results of our operations.

As of December 31, 2008, we had an environmental reserve of approximately $1.5 million, related primarily to our foundry operations. This reserve is based on current cost estimates and does not reduce estimated expenditures to net present value, but does take into account the benefit of a contractual indemnity given to us by a prior owner of our wheel-end subsidiary. The failure for the indemnitor to fulfill its obligations could result in future costs that may be material. Any cash expenditures required by us or our subsidiaries to comply with applicable environmental laws and/or to pay for any remediation efforts will not be reduced or otherwise affected by the existence of the environmental reserve. We currently anticipate spending approximately $0.2 million per year in 2009 through 2012 for monitoring the various environmental sites associated with the environmental reserve, including attorney and consultant costs for strategic planning and negotiations with regulators and other potentially responsible parties, and payment of remedial investigation costs. Based on all of the information presently available to us, we believe that our environmental reserves will be adequate to cover the future costs related to the sites associated with the environmental reserves, and that any additional costs will not have a material adverse effect on

our financial condition, results of operations or cash flows. However, the discovery of additional sites, the modification of existing or promulgation of new laws or regulations, more vigorous enforcement by regulators, the imposition of joint and several liability as defined in CERCLA or analogous state laws, or other unanticipated events could result in a material adverse effect.

The final Iron and Steel Foundry NESHAP was developed pursuant to Section 112(d) of the Clean Air Act and requires all major sources of hazardous air pollutants to install controls representative of maximum achievable control technology. We believe that our foundry operations are in compliance with the applicable requirements of the Iron and Steel Foundry NESHAP.

Pursuant to the Recapitalization of the Company on January 21, 1998, we were indemnified by PDC with respect to certain environmental liabilities at our Henderson and London facilities, subject to certain limitations. At the Erie, Pennsylvania, facility, we have obtained an environmental insurance policy to provide coverage with respect to certain environmental liabilities. Management does not believe that the outcome of any environmental proceedings will have a material adverse effect on our consolidated financial condition or results of operations.

During the fourth quarter of 2006, we resolved a commercial dispute with Ford. As a result of the resolution, we recognized $10.4 million of revenue in 2006 and $10.6 million in 2007. In addition, cash flow increased by $10.0 million in 2006 and $11.0 million in 2007. Ford re-sourced its Accuride business to another supplier during 2007. In 2007, total sales to Ford were less than 5% of total revenues. See Note 5 for a discussion of accelerated depreciation associated with the light wheel assets as a result of the expected reduction in product sales to Ford.

As of December 31, 2008, we had approximately 2,980 employees, of which 773 were salaried employees with the remainder paid hourly. Unions represent approximately 1,450 of our employees, or 49% of the total. Each of our unionized facilities has a separate contract with the union that represents the workers employed at such facility. The union contracts expire at various times over the next few years with the exception of our union contract that covers the hourly employees at our Monterrey, Mexico, facility, which expires on an annual basis in January unless otherwise renewed. The 2009 negotiations in Monterrey were successfully completed prior to the expiration of our union contract. In 2009, we have contracts expiring at our Brillion, Cuyahoga Falls, Elkhart Plant 2, and London, Ontario facilities. Based on the consolidation of the Cuyahoga Falls operations into our Erie plant, we will be ceasing operations performed by the collective bargaining unit at the Cuyahoga Falls facility and do not anticipate negotiating for a new contract at that location. We do not anticipate that the outcome of the remaining 2009 negotiations will have a material adverse effect on our operating performance or costs.

Note 18 – Product Warranties

The Company provides product warranties in conjunction with certain product sales. Generally, sales are accompanied by a 1- to 5-year standard warranty. These warranties cover factors such as non-conformance to specifications and defects in material and workmanship.

Estimated standard warranty costs are recorded in the period in which the related product sales occur. The warranty liability recorded at each balance sheet date in other current liabilities reflects the estimated number of months of warranty coverage outstanding for products delivered times the average of historical monthly warranty payments, as well as additional amounts for certain major warranty issues that exceed a normal claims level. The following table summarizes product warranty activity recorded for the years ended December 31, 2008, 2007, and 2006:

	2008	2007	2006
Balance—beginning of year	$ 2,360	$ 1,976	$ 1,374
Provision for new warranties	178	1,796	1,203
Payments	(1,540)	(1,412)	(601)
Balance—end of year	$ 998	$ 2,360	$ 1,976

Note 19—Guarantor and Non-guarantor Financial Statements

Our Senior Subordinated Notes are fully and unconditionally guaranteed, on a joint and several basis, by substantially all of our 100% owned domestic subsidiaries ("Guarantor Subsidiaries"). The non-guarantor subsidiaries are our foreign subsidiaries. The following condensed financial information illustrates the composition of the combined Guarantor Subsidiaries:

CONDENSED CONSOLIDATING BALANCE SHEETS

	December 31, 2008				
(In thousands)	Parent	Guarantor Subsidiaries	Non-guarantor Subsidiaries	Eliminations	Total
ASSETS					
Cash	$ 95,630	$ (1,633)	$ 29,679	—	$ 123,676
Accounts receivable, net	21,244	202,230	4,416	$ (149,671)	78,219
Inventories and supplies	21,278	64,506	12,056	(534)	97,306
Other current assets	2,449	3,465	2,644	—	8,558
Total current assets	140,601	268,568	48,795	(150,205)	307,759
Property, plant, and equipment, net	39,365	173,255	46,018	—	258,638
Goodwill	66,973	52,460	8,041	—	127,474
Intangible assets, net	560	96,922	—	—	97,482
Investment in affiliates	343,655	—	—	(343,655)	—
Deferred tax assets	—	—	—	—	—
Other non-current assets	10,593	1,472	5,132	—	17,197
TOTAL	$ 601,747	$ 592,677	$ 107,986	$ (493,860)	$ 808,550
LIABILITIES AND STOCKHOLDERS' EQUITY					
Accounts payable	$ 10,523	$ 45,172	$ 8,242	—	63,937
Accrued payroll and compensation	2,380	11,349	5,922	—	19,651
Accrued interest payable	12,128	9	368	—	12,505
Accrued and other liabilities	9,101	279,329	5,082	(263,987)	29,525
Total current liabilities	34,132	335,859	19,614	(263,987)	125,618
Long term debt, net	618,069	3,100	30,000	—	651,169
Deferred and long-term income taxes	6,997	13,248	1,024	—	21,269
Other non-current liabilities	16,364	57,422	10,523	—	84,309
Stockholders' equity (deficiency)	(73,815)	183,048	46,825	$ (229,873)	(73,815)
TOTAL	$ 601,747	$ 592,677	$ 107,986	$ (493,860)	$ 808,550

	December 31, 2007				
(In thousands)	Parent	Guarantor Subsidiaries	Non-guarantor Subsidiaries	Eliminations	Total
ASSETS					
Cash	$ 85,940	$ (2,474)	$ 7,469	—	$ 90,935
Accounts receivable, net	23,485	194,935	8,222	$ (139,447)	87,195
Inventories and supplies	23,819	76,865	13,436	(1,010)	113,110
Other current assets	6,952	11,836	3,337	—	22,125
Total current assets	140,196	281,162	32,464	(140,457)	313,365
Property, plant, and equipment, net	42,020	185,948	51,272	—	279,240
Goodwill	66,973	303,790	8,041	—	378,804
Intangible assets, net	587	128,283	—	—	128,870
Investment in affiliates	613,448	—	—	(612,358)	1,090
Deferred tax assets	26,011	14,134	13,316	(53,461)	—
Other non-current assets	6,862	265	5,138	—	12,265
TOTAL	$ 896,097	$ 913,582	$ 110,231	$ (806,276)	$ 1,113,634
LIABILITIES AND STOCKHOLDERS' EQUITY					
Accounts payable	$ 8,843	$ 61,478	$ 9,749	—	80,070
Accrued payroll and compensation	7,442	14,227	8,787	—	30,456
Accrued interest payable	11,066	10	29	—	11,105
Accrued and other liabilities	1,367	239,177	11,344	(223,565)	28,323
Total current liabilities	28,718	314,892	29,909	(223,565)	149,954
Long term debt, net	569,625	3,100	—	—	572,725
Deferred and long-term income taxes	12,790	67,991	17,239	(53,461)	44,559
Other non-current liabilities	11,164	50,950	10,482	—	72,596
Stockholders' equity	273,800	476,649	52,601	$ (529,250)	273,800
TOTAL	$ 896,097	$ 913,582	$ 110,231	$ (806,276)	$ 1,113,634

CONDENSED CONSOLIDATING STATEMENTS OF OPERATIONS

	Year ended December 31, 2008				
	Parent	Guarantor Subsidiaries	Non-guarantor Subsidiaries	Eliminations	Total
Net sales	$ 256,180	$ 667,521	$ 134,191	$ (126,483)	$ 931,409
Cost of goods sold	217,214	660,520	124,558	(126,483)	875,809
Gross profit	38,966	7,001	9,633	—	55,600
Operating expenses	39,108	15,307	787	—	55,202
Impairment of goodwill and other intangibles	—	277,041	—	—	277,041
Income (loss) from operations	(142)	(285,347)	8,846	—	(276,643)
Other income (expense):					
Interest (expense), net	(43,758)	(79)	(7,563)	—	(51,400)
Equity in earnings of affiliates	(288,374)	—	—	288,374	—
Other income (expense), net	(621)	351	(4,551)	—	(4,821)
Income (loss) before income taxes	(332,895)	(285,075)	(3,268)	288,374	(332,864)
Income tax provision (benefit)	(4,629)	—	31	—	(4,598)
Net income (loss)	$ (328,266)	$ (285,075)	$ (3,299)	$ 288,374	$ (328,266)

	Year ended December 31, 2007				
	Parent	Guarantor Subsidiaries	Non-guarantor Subsidiaries	Eliminations	Total
Net sales	$ 297,338	$ 673,975	$ 250,582	$ (208,209)	$ 1,013,686
Cost of goods sold	265,137	641,526	228,738	(208,209)	927,192
Gross profit	32,201	32,449	21,844	—	86,494
Operating expenses	41,977	14,015	906	—	56,898
Income from operations	(9,776)	18,434	20,938	—	29,596
Other income (expense):					
Interest (expense), net	(43,927)	(138)	(4,279)	—	(48,344)
Equity in earnings of affiliates	32,787	—	—	(32,787)	—
Other income (expense), net	5,458	441	1,079	—	6,978
Income (loss) before income taxes	(15,458)	18,737	17,738	(32,787)	(11,770)
Income tax provision (benefit)	(6,819)	—	3,688	—	(3,131)
Net income (loss)	$ (8,639)	$ 18,737	$ 14,050	$ (32,787)	$ (8,639)

	Year ended December 31, 2006				
	Parent	Guarantor Subsidiaries	Non-guarantor Subsidiaries	Eliminations	Total
Net sales	$ 461,983	$ 914,586	$ 361,219	$ (329,633)	$ 1,408,155
Cost of goods sold	406,263	807,654	326,974	(329,633)	1,211,258
Gross profit	55,720	106,932	34,245	—	196,897
Operating expenses	41,785	10,929	744	—	53,458
Income from operations	13,935	96,003	33,501	—	143,439
Other income (expense):					
Interest (expense), net	(46,143)	(101)	(4,666)	—	(50,910)
Equity in earnings of affiliates	118,104	—	—	(117,483)	621
Other income (expense), net	1,156	546	(1,100)	—	602
Income (loss) before income taxes	87,052	96,448	27,735	(117,483)	93,752
Income tax provision	21,919	—	6,700	—	28,619
Net income	$ 65,133	$ 96,448	$ 21,035	$ (117,483)	$ 65,133

CONDENSED CONSOLIDATING STATEMENTS OF CASH FLOWS

	Year ended December 31, 2008				
	Parent Company	Guarantor Subsidiaries	Non-guarantor Subsidiaries	Eliminations	Total
CASH FLOWS FROM OPERATING ACTIVITIES:					
Net income (loss)	$ (328,266)	$ (285,075)	$ (3,299)	$ 288,374	$ (328,266)
Adjustments to reconcile net income (loss) to net cash provided by (used in) operating activities:					
Depreciation and impairment of PP&E	7,624	29,932	6,465	—	44,021
Amortization – deferred financing costs	1,205	5	25	—	1,235
Amortization – other intangible assets	584	4,814	—	—	5,398
Loss on disposal of assets	(110)	3,102	168	—	3,160
Deferred income taxes	(5,032)	—	(1,232)	—	(6,264)
Equity in earnings of subsidiaries and affiliates	288,374	—	—	(288,374)	—
Non-cash stock-based compensation	2,434	—	—	—	2,434
Impairments of investments	3,056	—	—	—	3,056
Impairments of goodwill and other intangibles	—	277,041	—	—	277,041
Change in other operating items	6,550	(8,991)	(8,539)	—	(10,980)
Net cash provided by (used in) operating activities	(23,581)	20,828	(6,412)	—	(9,165)
CASH FLOWS FROM INVESTING ACTIVITIES:					
Purchases of property, plant, and equipment	(7,966)	(20,340)	(1,379)	—	(29,685)
Other	(5,975)	353	—	—	(5,622)
Net cash used in investing activities	(13,941)	(19,987)	(1,379)	—	(35,307)
CASH FLOWS FROM FINANCING ACTIVITIES:					
Net borrowings on revolving debt	48,444	—	30,000	—	78,444
Other	(1,232)	—	1	—	(1,231)
Net cash provided by financing activities	47,212	—	30,001	—	77,213
Increase in cash and cash equivalents	9,690	841	22,210	—	32,741
Cash and cash equivalents, beginning of year	85,940	(2,474)	7,469	—	90,935
Cash and cash equivalents, end of year	$ 95,630	$ (1,633)	$ 29,679	$ —	$ 123,676

	Year ended December 31, 2007				
	Parent Company	Guarantor Subsidiaries	Non-guarantor Subsidiaries	Eliminations	Total
CASH FLOWS FROM OPERATING ACTIVITIES:					
Net income (loss)	$ (8,639)	$ 18,737	$ 14,050	$ (32,787)	$ (8,639)
Adjustments to reconcile net income to net cash provided by operating activities:					
Depreciation and impairment	5,827	29,348	20,737	—	55,912
Amortization – deferred financing costs	1,209	—	26	—	1,235
Amortization and impairment– other intangible assets	787	5,987	—	—	6,774
Loss (gain) on disposal of assets	200	128	105	—	433
Deferred income taxes	(5,210)	—	(3,240)	—	(8,450)
Equity in earnings of affiliates	(32,787)	—	—	32,787	—
Non-cash stock-based compensation	2,719	—	—	—	2,719
Change in other operating items	61,527	(23,311)	(5,258)	—	32,958
Net cash provided by operating activities	25,633	30,889	26,420	—	82,942
CASH FLOWS FROM INVESTING ACTIVITIES:					
Purchases of property, plant, and equipment	(4,933)	(29,734)	(1,832)	—	(36,499)
Proceeds from sale of property, plant, and equipment	—	446	—	—	446
Other investments, net of cash acquired	(740)	—	—	—	(740)
Cash distribution from investment – Trimont	—	427	—	—	427
Net cash used by investing activities	(5,673)	(28,861)	(1,832)	—	(36,366)
CASH FLOWS FROM FINANCING ACTIVITIES:					
Net payments on long-term and revolving debt	(70,000)	—	—	—	(70,000)
Redemption of capital investment	46,970	—	(46,970)		
Proceeds from employee stock option and stock purchase plans	3,006	—	—	—	3,006
Tax benefit from employee stock option exercises	1,149	—	—	—	1,149
Net cash used by financing activities	(18,875)	—	(46,970)	—	(65,845)
Increase (decrease) in cash and cash equivalents	1,085	2,028	(22,382)	—	(19,269)
Cash and cash equivalents, beginning of year	84,855	(4,502)	29,851	—	110,204
Cash and cash equivalents, end of year	$ 85,940	$ (2,474)	$ 7,469	$ —	$ 90,935

	Year ended December 31, 2006				
	Parent Company	Guarantor Subsidiaries	Non-guarantor Subsidiaries	Eliminations	Total
CASH FLOWS FROM OPERATING ACTIVITIES:					
Net income	$ 65,133	$ 96,448	$ 21,035	$ (117,483)	$ 65,133
Adjustments to reconcile net income to net cash provided by operating activities:					
Depreciation and impairment	6,105	28,415	26,977	—	61,497
Amortization – deferred financing costs	1,207	—	159	—	1,366
Amortization – other intangible assets	793	4,739	—	—	5,532
Loss (gain) on disposal of assets	1,459	134	(42)	—	1,551
Deferred income taxes	14,641	—	(4,969)	—	9,672
Equity in earnings of affiliates	(118,104)	—	—	117,483	(621)
Non-cash stock-based compensation	1,500	—	—	—	1,500
Change in other operating items	147,780	(106,944)	(35,453)	—	5,383
Net cash provided by operating activities	120,514	22,792	7,707	—	151,013
CASH FLOWS FROM INVESTING ACTIVITIES:					
Purchases of property, plant, and equipment	(4,275)	(29,079)	(8,835)	—	(42,189)
Proceeds from sale of property, plant, and equipment	1,888	—	—	—	1,888
Other investments, net of cash acquired	(1,038)	—	—	—	(1,038)
Cash distribution from investment – Trimont	—	544	—	—	544
Net cash used by investing activities	(3,425)	(28,535)	(8,835)	—	(40,795)
CASH FLOWS FROM FINANCING ACTIVITIES:					
Net payments on long-term and revolving debt	(50,000)	—	(5,000)	—	(55,000)
Proceeds from employee stock option and stock purchase plans	4,535	—	—	—	4,535
Tax benefit from employee stock option exercises	2,139	—	—	—	2,139
Payments of costs to issue of shares	(103)	—	—	—	(103)
Net cash used by financing activities	(43,429)	—	(5,000)	—	(48,429)
Increase (decrease) in cash and cash equivalents	73,660	(5,743)	(6,128)	—	61,789
Cash and cash equivalents, beginning of year	11,195	1,241	35,979	—	48,415
Cash and cash equivalents, end of year	$ 84,855	$ (4,502)	$ 29,851	$ —	$ 110,204

Note 20—Subsequent Events

On February 4, 2009, we amended our Term Facility and Revolving Credit Facility under our Fourth Amended and Restated Credit Agreement (the "Second Amendment"). On February 4, 2009, Accuride also completed a transaction with an affiliate of Sun Capital, which currently holds approximately $70 million principal amount of Last-Out Loans.

The Second Amendment adjusts certain financial covenants under the Fourth Amended and Restated Credit Agreement from the fourth quarter of 2008 through 2010, including leverage, interest coverage and fixed charge coverage ratios, and extends the maturity date of the Revolving Credit Facility until January 31, 2011. In connection with the Second Amendment, Sun Capital agreed to modify the Last-Out Loans to become last out as to payment to the First-Out Loans. Sun Capital also agreed to modify certain voting provisions and other rights under the Fourth Amended and Restated Credit Agreement as a holder of the Last-Out Loans.

Under the Second Amendment, Accuride re-priced the indebtedness outstanding under the Fourth Amended and Restated Credit Agreement as follows:

- Interest on the First-Out loans and on debt outstanding under the Revolving Credit Facility will accrue at a rate of LIBOR plus 500 basis points, with a LIBOR floor of 300 basis points.
- Until December 31, 2009, interest on the Last-Out Loans will accrue on a payable-in-kind basis ("PIK") at a premium of 500 basis points over the interest rate applicable to the First-Out Loans.
- After December 31, 2009, interest on the Last-Out Loans will accrue on a PIK basis at the same premium over the First-Out Loans described above unless Accuride's liquidity position, as defined in the Second Amendment, exceeds $50 million, in which case interest on the Last-Out Loans will be payable in cash.
- Cash interest on the Last-Out Loans will be payable at a premium of 300 basis points over the interest rate applicable to the First-Out Loans.

In connection with the modification of the Last-Out Loans and pursuant to a Last-Out Debt Agreement, dated February 4, 2009 (the "Last Out Debt Agreement"), that Accuride entered into with Sun Capital, Accuride issued a warrant (the "Warrant") to Sun Capital exercisable for 25 percent of Accuride's fully-diluted common stock. Sun Capital currently owns approximately 9.9 percent of Accuride's outstanding common stock. Fees to be paid in 2009 associated with the Second Amendment are approximately $10.5 million.

EXHIBIT H

- First Letter of Trimaran Requesting Appointment of an Official Committee of Equity Security Holders
- Letter of Debtors in Opposition to the Appointment of an Official Committee of Equity Security Holders
- Letter of Ad Hoc Noteholders Group in Opposition to the Appointment of an Official Committee of Equity Security Holders
- Second Letter of Trimaran Requesting Appointment of an Official Committee of Equity Security Holders

First Letter of Trimaran Requesting Appointment of an Official Committee of Equity Security Holders

Sonnenschein
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October 13, 2009

VIA EMAIL TRANSMISSION AND OVERNIGHT DELIVERY

Jane M. Leamy, Esq.
United States Trustee
Office of the United States Trustee
844 King Street, Room 2207
Wilmington, Delaware 19899-0035

Re: *In re Accuride Corporation, et al.*
Jointly Administered Chapter 11 Case No. 09-13449

Dear Ms. Leamy:

Sonnenschein Nath & Rosenthal LLP ("Sonnenschein") is counsel to Trimaran Investments II, L.L.C. (the "Trimaran"). Trimaran owns approximately 7.4% of the outstanding common stock of Accuride Corporation ("Accuride," the "Company" or the "Debtors"), the parent debtor of the Chapter 11 debtors in the above-referenced jointly administered case (the "Case"). On behalf of Trimaran, I request that the United States Trustee appoint an official committee of equity security holders in the Accuride Chapter 11 cases, pursuant to Bankruptcy Code Section 1102(a)(2), to assure the adequate representation of equity holders of the Company (excluding Sun and Tinicum (as defined below), "Shareholders"), many of whom are public shareholders. As set forth more fully below, there is ample reason to believe that the active participation of Shareholders in these cases through an official committee is both necessary and appropriate to protect their interests.

Courts consider a variety of factors when determining the propriety of the appointment of an equity committee, including (1) whether the interests of equity holders are adequately represented without the appointment of an official equity committee, (2) whether the shares are widely held and publicly traded, (3) the size and complexity of the Chapter 11 case, and (4) whether the debtor is hopelessly insolvent. *See e.g., Exide Tech. v. State of Wisconsin Inv. Board*, 2002 U.S. Dist. LEXIS 27210 (D. Del. Dec. 23, 2002). No single factor is dispositive, and the amount of weight that should be placed on each factor depends on the circumstances of the particular Chapter 11 case. *In re Kalvar Microfilm, Inc.*, 195 B.R. 599, 600-01 (Bankr. D.

Del. 1996). As set forth below, each of these factors argues strongly for the appointment of an official equity committee in this Case.

This Case will be particularly well served by the appointment of an equity committee. Specifically, what makes this case unique and compels the appointment of an official equity committee is the speed with which the parties intend to proceed, the fact that the other key constituents have already agreed among themselves and are all locked up to the terms of a pre-negotiated plan that fundamentally pays secured claims and trade claims in full, gives the Noteholders (a) the right to acquire their pro rata share of $140 million of new notes convertible into a controlling interest (60%) of the equity in the reorganized Company, plus (b) approximately 39% of the fully diluted equity whether or not they participate in the acquisition of the New Notes. The plan all but wipes out Shareholders, who are left with less than 1% of the fully diluted stock and some warrants. All of this is being done without anyone free of conflicts representing Shareholders at the table, and without any indication of a market test for the transaction as a whole or any component thereof. What makes matters even worse, the Company has agreed not to solicit or explore any alternatives, has agreed to pay the fees and expenses of all the parties that agreed to the lock-up and that reap benefits at the expense of Shareholders, and has even agreed to provide broad releases to all involved.

1. Accuride's Other Constituencies Cannot Adequately Protect the Interests of Shareholders.

The appointment of an official equity committee is a necessary pre-condition to Shareholders' interests being adequately represented and protected in this large and complex Chapter 11 case. *See* 11 U.S.C. § 1102(a)(2); *see also In re Republic Bank Corp.*, 95 B.R. 58 (Bankr. N.D. Tex. 1988); *In re Johns-Manville Corp.*, 68 B.R. 155, 159 (Bankr. S.D.N.Y. 1986), *appeal dismissed on other grounds*, 824 F.2d 176 (2d Cir. 1987).

The Shareholders' interests will not, and are not, sufficiently protected by any other party in this Case. Although two major shareholders are actively involved in the case and in negotiations with the Debtors - affiliates of Sun Capital (collectively, "Sun") and affiliates of Tinicum (collectively, "Tinicum") - each of these shareholders wears one or more other hats in the Case that renders it hopelessly conflicted and unable to look out for the best interests of other Shareholders. Sun, which holds over 31% of the common stock and all of the Class A Preferred Shares (thus entitling Sun to nominate half of the Board), is the largest equity holder as a result of the exercise of warrants just one and a half weeks before the filing of this Case, controls six the Company's twelve board seats, is one of the largest prepetition secured lenders purportedly owed approximately $70 million, is locked up under the terms of the Restructuring Support Agreement, and pursuant to the proposed Plan is getting paid back virtually all of its debt. In fact, a recent industry article indicated that Sun will actually *turn a profit* on its investment in Accuride. D. Hausmann, *Sun Capital To Turn Profit on Accuride Bankruptcy*, Dow Jones, LBO Wire (Oct. 9, 2009) (attached hereto as Exhibit A) ("[T]he firm would book a 1.45-times return on its investment, plus retain a minute equity stake."). Tinicum is another large shareholder that owns 6.5% of the Company's outstanding shares. Like Sun, it too is a large creditor, holding approximately 10% percent of the outstanding notes, is locked up under the terms of the

Restructuring Support Agreement, and is a DIP Lender. These conflicting additional roles prevent Sun and Tinicum from adequately representing Shareholders' interests in this Case, as their economic interests lie elsewhere.

Additionally, Accuride's officers and directors cannot substitute as adequate representatives for Shareholders. The directors of the Company have broad-based fiduciary responsibilities to every interested party in the bankruptcy case, and not principally to Shareholders, including the public investors. *See CFTC v. Weintraub*, 471 U.S. 343, 355 (1985); *see also In re Pilgrim's Pride Corp.*, 407 B.R. 211, 218 (Bankr. N.D. Tex. 2009). Recognizing the vulnerability of public investors, the Senate found it "essential for [public investors] to have legislative assurance that their interests will be protected," stating that "[s]uch assurance should not be left to a plan negotiated by a debtor in distress and senior or institutional creditors who will have their own best interest to look after." S. Rep. No. 989, 95th Cong., 2d Sess. 10 (1978). None of the Shareholders has any directors specifically designated by it to serve as its representative on the board to protect its interests. Rather, five of the twelve directors have been nominated by Sun. Sun also has the authority to designate one independent director. Indeed, the Company's directors may have conflicting loyalties and cannot be considered disinterested advocates for the Shareholders.

Nor can the Noteholders adequately represent the interests of Shareholders. "[W]hen it comes to valuation and determination of future capital structure for plan purposes, their agendas are likely to be very much at odds." *Pilgrim's Pride Corp.*, 407 B.R. at 218, n. 17. As observed by the court in *Pilgrim's Pride*, it is unlikely that creditors of the debtor will be "disposed to value Debtors so liberally that equity may be sure to receive its due." *Id.* at 218 (citing *In re Mirant Corp.*, 334 B.R. 800, 814-15 (Bankr. N.D. Tex. 2005)) (noting that many courts have recognized different parties' "incentive to ...overvalue or undervalue" a debtor).

Finally, the Debtors have announced that unsecured trade creditors will be unimpaired under the terms of the pre-negotiated plan to be proposed by the Debtors. The Court has also authorized the Debtors to make significant payments to creditors who are "critical vendors", 503(b)(9) claimants, foreign creditors, shippers, and contractors. Therefore, it is unclear which unsecured creditors would be interested or even willing to serve on an official unsecured creditors' committee ("Creditors' Committee"). Even if a Creditors' Committee is appointed, it is far from certain that such Committee would critically examine the Debtors' actions in light of the favorable treatment to be given to creditors.

In sum, there is simply no constituency that can fairly, adequately and timely protect the Shareholders' interests in this Case. An official body representing Shareholders would provide a needed "counterweight" to the interests of the other constituencies. *See Pilgrim's Pride Corp.*, 407 B.R. at 219. It is therefore critical that Shareholders have an official seat at the table to ensure that their interests are not unfairly or inappropriately eliminated or diluted through the reorganization process.

2. Accuride's Common Shares are Publicly Traded and Widely Held.

In this case, adequate Shareholder representation through individual equity holders is highly impractical, if not impossible. Given that the common stock is dispersed among thousands of record holders, and likely thousands more beneficial holders, individual holders cannot and should not be expected to expend significant time, energy and monies without the official status of an equity committee to protect the interests of the class. Moreover, any individual holder or holders who might choose to participate actively in the cases on behalf of their own interests would have no fiduciary duties to the thousands of other holders whose interests need to be represented as well. As the court noted in *In re Beker Indus. Corp*, 55 B.R. 945, 949 (Bankr. S.D.N.Y. 1985):

> The position that some members of the [investor] class may have resources sufficient to protect their interests is of little significance, in our judgment, at least where the security is widely held. They do not have the fiduciary duty to represent their fellow security holders.

In addition, the practical realities of large and complex chapter 11 cases such as these dictate that it is nearly impossible for equity holders - even large equity holders - to have a meaningful and fair role in the reorganization process without the official status and powers of an official equity committee. This case is no exception. Notwithstanding the number of parties and counsel involved in Accuride's pre-negotiated bankruptcy, Shareholders (including Shareholders holding significant equity in Accuride) did not learn of the terms and timing of the Company's bankruptcy until it was actually filed. They were given no say in the restructuring of the Company or the debtholders' plan to virtually wipe them away.

Given these facts, it is vital that Shareholders be afforded their own official committee to protect their valuable interests in this Case.

3. The Bankruptcy Cases Are Complex.

This Case will be complex and fast moving, as indicated by the Debtors at the first day hearing. The Debtors propose to circulate a first draft of their plan and disclosure statement to key constituents in 30 days and file it within 60 days. The Debtors have an ambitious agenda which includes exit from bankruptcy in six months or less. While on this fast track, the Debtors plan to significantly alter their capital structure, including by virtually wiping out current equity and subjecting it to additional dilution. If the Debtors carry through with their proposed restructuring, current Shareholders will suffer the greatest harm; yet, they have no seat at the table in the Debtors' bankruptcy. Shareholders should have the opportunity to weigh in during these discussions to ensure that their significant equity value is not simply given away to other constituencies. There is simply no other party in this Case with a material financial stake in a potential distribution to Shareholders, and it is thus essential that the Shareholders' stake be protected from the outset of these proceedings.

This Case also presents issues of questionable insider actions and potential overreaching by certain of the Debtors' lenders. The Debtors, in an effort to reorganize, do not appear to be equipped to challenge, if necessary, the actions of the insiders or their lenders. Transactions, both present and former - including the Debtors' entry into a DIP facility (the terms of which were criticized by the Court at the interim DIP hearing last Friday) - need to be closely scrutinized to ensure that the Debtors are not simply squandering the investments of Shareholders.

4. It Is Unclear Whether The Debtors Are Hopelessly Insolvent.

The likelihood of whether the debtor is insolvent is simply one of several factors to be considered when appointing an equity committee. "It is neither the threshold or dispositive issue." *In re Nat'l R.V. Holdings, Inc.*, 2008 Bankr. LEXIS 3465, at *12 (Bankr. C.D. Cal. Apr. 25, 2008). The amount of weight that should be placed on each factor depends on the circumstances of the particular Chapter 11 case. *Kalvar Microfilm, Inc.*, 195 B.R. at 600-01.

The Debtors are proposing that current shareholders receive two percent (2%) of the common stock of reorganized Accuride and two-year warrants exercisable for 15 percent of the common stock of reorganized Accuride, subject to dilution. The Debtors state, in their press release of October 8, 2009, that the warrants are intended to "provide the opportunity for an additional recovery to the prepetition equity holders in the event that the Company reaches certain equity value targets during the two years following the warrants' issue." Accuride Corp. Press Release dated Oct. 8, 2009 (attached hereto as Exhibit B). Even viewed conservatively from the Debtors' perspective, there is a potential upside for constituents if the reorganization is successful. Current Shareholders' opportunity to participate in any upside should not be unfairly reduced. Moreover, Noteholders should not be permitted unfettered discretion to take advantage of the unprecedented trough all auto related companies temporarily find themselves in by rushing through proceedings without affording appropriate safeguards to the constituent they intend to wipe out.

Even if solvency is unclear, an official equity committee should be appointed and given a reasonable opportunity to explore whether there is equity value. *See, e.g., In re AM Int'l, Inc.* 203 B.R. 898, 902 (Bankr. D. Del. 1996) (bankruptcy court appointed an official equity committee over creditors' objection where there was question whether the debtor was in fact insolvent). Where the debtor will emerge from bankruptcy as a going concern, the value of the debtor will ultimately be determined by its ability to generate cash flow. *Pilgrim's Pride Corp.*, 407 B.R. at 217. The Shareholders have not been given an opportunity to evaluate the Debtors' business plan yet and should be given a chance to do so. "The dynamics of chapter 11 are such that Debtors - and their management - are likely to be constrained to accept and advocate to the court a conservative value of their business in order to obtain creditor assent to a reorganization plan." *Pilgrim's Pride Corp.*, 407 B.R. at 218-19. Therefore, it is critical that the Shareholders have a say in any valuation of the Debtors' business.

5. An Equity Committee Should Be Involved In This Case Now To Ensure Adequate Representation of Shareholders' Interests.

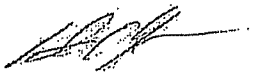
Accuride's other constituencies are already up to speed in this Case by immersing themselves in the operational and financial details of the Company's business and capital structure, including, no doubt, through dialogue with the Company's management and legal and financial advisors. Shareholders should not be left out of that process. The Debtors, Noteholders, and each of the Lenders have already retained multiple professionals who are to paid through the estate. Insiders are walking away with profits. Given the size and complexity of this Case and the professionals already retained by the other constituencies, it cannot be reasonably argued that the cost of an equity committee and any associated professionals would cause any undue burden on the estate or would otherwise outweigh the importance of ensuring adequate representation of Shareholders who have a clear stake in the outcome. The Shareholders, who are effectively paying for every constituency's costs in this Case, have a significant interest in ensuring that the costs of administering this Case are appropriate; they have the greatest stake in minimizing not only their own, but all administrative expenses. The incremental administrative costs associated with the appointment of an equity committee should not be a basis on which to deny the appointment of an equity committee in cases such as these where the appointment is appropriate and necessary. *See, e.g., In re McLean Indus., Inc.*, 70 B.R. 852, 860 (Bankr. S.D.N.Y. 1987). Indeed, in a case of this magnitude, such incremental costs (which would in any event be subject to the approval of the bankruptcy court) should almost be a non-issue. Furthermore, since the Debtors are proposing non-impairment of trade creditors, it is unlikely that a Creditors' Committee will be formed, or if formed, very active. Any funds ultimately budgeted for the Committee could be added to funds allocated for an Equity Committee.

*****

In summary, the Shareholders - as the owners of Accuride - need to be involved from the outset of these proceedings. The fast moving pace of this Case and the effort to wipe out the interests of current equity holders demonstrates the need and urgency for a representative for the Shareholders. Appointing an official equity committee at this time will ensure adequate representation of that constituency, just as the failure to do so would unduly and irreparably prejudice them.

I would appreciate an opportunity to discuss this matter further with your office as soon as possible and to respond to any questions you may have concerning this request.

Very truly yours,



Peter D. Wolfson

cc: Counsel for Debtors
Counsel for Noteholders
Counsel for Administrative Agent
Mr. Steve Kiefer

Exhibit A

MID-MARKET / EVANSVILLE IND.

Sun Capital To Turn Profit On Accuride Bankruptcy

BY DANIEL HAUSMANN

AUTOMOBILES & PARTS

10/9/2009 – Another Sun Capital Partners Inc. portfolio company has filed for Chapter 11, but this time the firm will turn a profit on the move.

Auto-parts supplier Accuride Corp. filed for bankruptcy protection as part of a debt-refinancing deal with lenders and bondholders, as it secured a $50 million debtor-in-possession loan to keep operating.

The firm held about a 35% equity stake, including warrants. That position will shrink to about 0.7% as part of a plan to allow Accuride stockholders overall to retain a 2% stake in the company plus receive warrants good for another 15%.

It was Sun Capital Securities Group LLC, the hedge fund arm of the firm, that made money on the deal. The firm will get its roughly $70 million of notes paid back at par, according to Accuride.

However, Sun Capital Securities paid just $48 million for those notes in October 2008, said a person familiar with the situation. That means the firm would book a 1.45-times return on its investment, plus retain a minute equity stake.

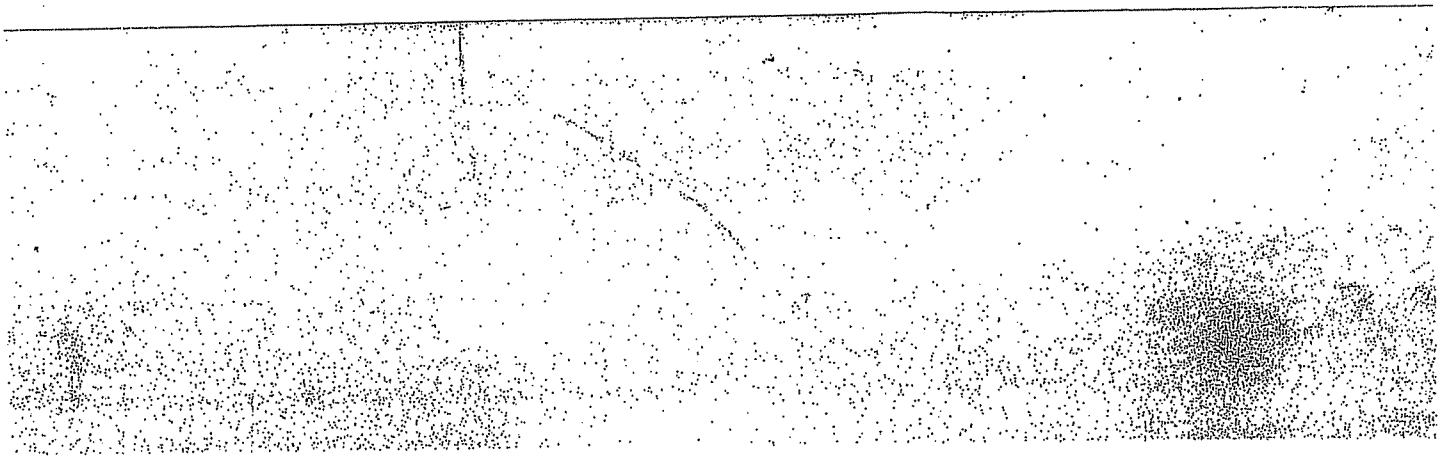
Sun Capital isn't completely out of the capital structure, holding $3 million to $5 million of "first out" debt that resulted from a payment-in-kind option on interest that was exercised, according to Accuride's investor relations staff. That debt is due 2013.

The Chapter 11 filing doesn't come as a surprise, as the company's options to deal with its heavy debt load amid thin liquidity narrowed after it defaulted on a loan. Auto suppliers have suffered following the struggles of the Big Three auto makers' struggles, including two bankruptcy reorganizations.

After its stint in Chapter 11 protection, which Accuride hopes will be quick, the company will offer $140 million of new convertible notes to current noteholders, which are valued at up to 60% of post-bankruptcy stock. Half of the proceeds raised from the debt issue will go to paying off Sun's $70 million in debt. Unsecured trade creditors will be fully paid.

Accuride's business will continue as normal during its restructuring in bankruptcy court, where it will seek modified covenants and later maturities on its debt. Accuride's Canadian and Mexican subsidiaries are not included in the bankruptcy filing.

Two years after it listed in 2005, Accuride's stock reached a high of more than $16 but in the last two years has plummeted due to debt concerns and a sales slump. In 4 p.m. trading Thursday on the Over The Counter Bulletin Board, Accuride shares were down 21 cents at 14 cents.



This isn't the first company Sun Capital has managed to turn a profit on despite a bankruptcy filing. Retailer Anchor Blue Holding Corp. filed for Chapter 11 this year and was bought a second time by Sun Capital. The firm already generated a 45-times cash-on-cash return through earlier dividends and a stake sale to Ares Management LLC.

At least eight Sun Capital companies have filed for Chapter 11 protection this year.

-Joan E. Solsman contributed to this article.

Reach Sun Capital Partners at 561-394-0550.

http://www.suncappart.com
http://www.accuridecorp.com

E-mail this story | Top | Section Top

BOSTON

Bain Launches Qualified Matching Service

BY SABRINA WILLMER

10/9/2009 -- Bain Capital LLC is launching a qualified matching service for the sale of interests in its funds, said people familiar with the situation.

The service is meant to give the Boston firm some headroom by allowing more transfers of its fund interests in a given year.

Limited partners have been seeking to get out of their obligations through the secondary market. Some firms are taking steps to make sure they won't be considered a publicly traded partnership by the Internal Revenue Service, which would subject them to onerous taxes.

Some private equity firms rely on a safe harbor in the IRS rule that would limit transfers of their funds to 2% per year, but by forming a qualified matching service that ceiling is increased to 10%.

Sun Capital Partners Inc., for example, also set up a qualified matching service in March of this year. Bain will allow transfers of fund interests only through the qualified matching service, two limited partners said.

Bain wasn't available for comment.

For some buyers, this isn't too appealing as everyone else can look at deals on the system, said two limited partners. If a buyer can see the price of competing bids, the process becomes more efficient in terms of pricing and there is a higher likelihood that the buyer will be paying the same as the competition and not getting a good deal, said one investor.

Reach Bain at 617-516-2000.

http://www.baincapital.com

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IN PLAY

In This Section:

Exhibit B

News Release

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Media Contact: Eva Schmitz
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FOR IMMEDIATE RELEASE

Accuride Announces Debt Restructuring Agreement

- U.S. entities file voluntary Chapter 11 petition under U.S. Bankruptcy Code with prearranged agreement with bondholders and senior lenders
- All operations continue to operate "business as usual"
- Secures $50 million in DIP financing
- Unsecured trade creditors expected to be paid in full

EVANSVILLE, Ind. – October 8, 2009 – Accuride Corporation (OTCBB: AURD) today announced that it has agreed to a balance sheet restructuring with the ad hoc committee of holders of its 8½ percent senior subordinated notes (Notes) and the steering committee of senior lenders under its credit agreement. In the proposed debt restructuring transaction:

- Accuride will amend its existing credit agreement to modify certain financial covenants and extend its maturity through June 30, 2013.

- The Notes will be cancelled and noteholders will receive 98 percent of the common stock of the reorganized Accuride, subject to dilution, including dilution for stock issued upon conversion of the new notes and warrants described below.

- The reorganized Accuride will complete a $140 million rights offering of new senior unsecured convertible notes to current noteholders. The rights offering is fully backstopped by certain current Noteholders. The new notes will be convertible into 60 percent of the common stock of the reorganized Accuride. A portion of the proceeds from the rights offering will be used to repay the "last-out" term loan currently held by an affiliate of Sun Capital Partners, with the remainder to provide on-going liquidity for Accuride's business.

- Unsecured trade creditors will be unimpaired and their claims will be paid in full.

-more-

- Current stockholders will receive 2 percent of the common stock of the reorganized Accuride and two-year warrants exercisable for 15 percent of the common stock of the reorganized Accuride, subject to dilution, including dilution for stock issued upon conversion of the new notes. The warrants provide the opportunity for an additional recovery to the prepetition equity holders in the event that the Company reaches certain equity value targets during the two years following the warrants' issue.

To complete the proposed restructuring, Accuride's U.S. entities filed a voluntary petition for protection under Chapter 11 of the U.S. Bankruptcy Code and are seeking approval for the proposed plan of reorganization. Accuride's Canadian and Mexican subsidiaries are not included in the bankruptcy filing. All operations will continue to operate "business as usual." With the prearranged agreement Accuride is hopeful that it will be able to emerge from bankruptcy on an expedited basis with a confirmed plan of reorganization.

To ensure that Accuride will continue conducting its business in the ordinary course without interruption, the Company has secured a $50 million "debtor-in-possession" (DIP) credit facility to be provided by certain of its senior lenders and noteholders. Such financing will provide peace of mind to Accuride's customers and suppliers and allow the Company to maintain or restore normal trade terms with suppliers.

"Accuride's debt restructuring efforts are designed to create a sustainable capital structure that will support greater profitability and solidify the Company's position as the market leader in its product categories," said Bill Lasky, Accuride's President, CEO, and Chairman of the Board. "Accuride expects to quickly emerge from Chapter 11 having rationalized its capital structure and de-levered its balance sheet. I believe this restructuring transaction maximizes our financial flexibility and positions Accuride for future growth."

Forward-looking statements

Statements contained in this news release that are not purely historical are forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended, including statements regarding Accuride's expectations, hopes, beliefs and intentions with respect to the proposed restructuring transaction and its proposed new capital structure. Accuride's actual future results could differ materially from those expressed or implied in such forward-looking statements, and such statements are subject to a number of risks, uncertainties and other factors. These factors include, among other things, whether Accuride is able to obtain bankruptcy court approval for the restructuring transaction, potential loss of support for the restructuring transaction by the senior lenders or noteholders, non-acceptance of the restructuring transaction by other Accuride stakeholders, delays in the confirmation or effective date of the restructuring transaction, failure to meet certain restructuring transaction objectives and milestones, otherwise being unable to consummate the restructuring transaction and whether Accuride determines that another restructuring alternative provides greater value to Accuride and its stakeholders. In addition, such statements are subject to the impact on Accuride's business and prospects generally of, among other factors, market demand in the commercial vehicle industry, general economic, business and financing conditions, labor relations, governmental action, competitor pricing activity, expense volatility and other risks detailed from time to time in Accuride's Securities and Exchange Commission filings, including those described in Item 1A of

Accuride's Annual Report on Form 10-K for the fiscal year ended December 31, 2008. Any forward-looking statement reflects only Accuride's belief at the time the statement is made. Although Accuride believes that the expectations reflected in these forward-looking statements are reasonable, it cannot guarantee its future results, levels of activity, performance or achievements. Except as required by law, Accuride undertakes no obligation to update any forward-looking statements to reflect events or developments after the date of this news release.

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Letter of Debtors in Opposition to the Appointment of an Official Committee of Equity Security Holders

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Moscow	

October 19, 2009

Via Facsimile & Federal Express

Jane M. Leamy, Esq.
United States Trustee
Office of the United States Trustee
844 King Street, Room 2207
Wilmington, Delaware 19899-0035

Re: *In re Accuride Corporation, et al.*, Case No. 09-13449 (BLS)
DEBTORS' OPPOSITION TO REQUEST FOR APPOINTMENT OF OFFICIAL COMMITTEE OF EQUITY INTEREST HOLDERS

Dear Ms. Leamy:

This firm represents Accuride Corporation and certain of its direct and indirect affiliates and subsidiaries (collectively, the "Debtors"), in connection with their cases (the "Pre-Negotiated Chapter 11 Cases") under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"). I am writing pursuant to your request for the Debtors' response to the letter dated October 13, 2009 from Sonnenschein Nath & Rosenthal LLP, on behalf of Trimaran Investments II, L.L.C. ("Trimaran"), requesting the appointment of an official committee of equity security holders in the Pre-Negotiated Chapter 11 Cases.

The Debtors urge you to deny the request for the appointment of an official equity committee because, among other reasons set forth herein, (a) Trimaran has not met its burden of proving a substantial likelihood of a meaningful distribution to equity in these cases, (b) the interests of equity interest holders have been more than adequately represented in the months preceding the petition date and will be more than adequately represented during the Pre-Negotiated Chapter 11 Cases, (c) Trimaran is more than capable of representing itself in the Pre-Negotiated Chapter 11 Cases, and (d) the appointment of an equity committee would be an unnecessary and unwarranted use of estate resources.

II. The Debtors' Chapter 11 Cases and Pre-Negotiated Plan

Prior to the petition date, the Debtors, in consultation with their advisors, reached prepetition agreements in principle with a substantial majority of consenting holders of the 8 ½% Senior Subordinated Notes due February 1, 2015 (the "Noteholders") and senior secured pre-petition lenders (the "Lenders") on a pre-arranged restructuring plan. The terms of the Debtors'

pre-arranged restructuring plan are evidenced by (a) prepetition plan support agreements, together with accompanying term sheets, executed by the Debtors and Lenders holding approximately 57% in principal amount under the pre-petition credit agreement (the "Bank Support Agreement," (b) a prepetition restructuring support agreement, together with accompanying term sheets, executed by the Debtors and Noteholders holding approximately 70% in principal amount of the Notes (the "Bond Support Agreement," and together with the Bank Support Agreement, the "Plan Support Agreements"), and (c) commitments for $140 million in new money. The Plan Support Agreements, together with the applicable terms sheets, provide a strong platform for a consensual pre-negotiated plan of reorganization[1] to be filed by the Debtors in these Pre-Negotiated Chapter 11 Cases and should significantly facilitate these proceedings and the Debtors' objective of preserving and enhancing value for the benefit of their stakeholders.

The salient economic terms of the Debtors' pre-negotiated restructuring plan include, but are not limited to, (a) the amendment of the prepetition credit agreement to modify certain financial covenants and extend its maturity through the end of June 30, 2013, (b) the cancellation of the 8 ½% Senior Subordinated Notes due February 1, 2015 (the "Notes") in exchange for which the Noteholders would receive 98% of the issued and outstanding common stock of reorganized Accuride on a fully diluted basis, subject to dilution, including dilution for stock issued upon conversion of the new notes and warrants issued to current stockholders, (c) a $140 million rights offering of new senior unsecured convertible notes[2] to current holders of the Notes, backstopped by certain current Noteholders, which new notes would be convertible into 60% of the common stock of reorganized Accuride (on a fully diluted basis), (d) the repayment of approximately $70 million of Last-Out Loans currently outstanding under the prepetition credit agreement from the proceeds of the rights offering, (e) the receipt by existing equity holders of 2% of the issued and outstanding common stock of reorganized Accuride on a fully diluted basis and warrants exercisable for up to 15% of the issued and outstanding common stock of reorganized Accuride on a fully diluted basis, subject to dilution, including dilution for stock issued upon conversion of the new notes. The warrants will have an exercise price that provides the opportunity for additional recovery to the prepetition equity holders if reorganized Accuride reaches certain equity values.

The Debtors' pre-arranged restructuring plan represents a significant achievement for the Debtors and should greatly enhance the Debtors' ability to reorganize successfully and expeditiously.

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1 In light of the Plan Support Agreements, the Debtors expect to file a disclosure statement and plan as soon as possible, which will comport with the terms thereof.

2 The new notes are paid-in-kind for the first three years, which reduces cash interest expense for the company and enhances liquidity.

II. Standard For Determining Whether To Appoint An Equity Committee

Section 1102(a)(2) of the Bankruptcy Code does not require the formation of an equity committee, but rather grants the discretion to appoint such a committee:

> On the request of a party in interest, the court may order the appointment of additional committees of creditors or of equity security holders if necessary to assure adequate representation of creditors or of equity security holders. The United States Trustee shall appoint any such committee.

The appointment of an official equity committee is the exception rather than the rule. Courts have observed that appointing an equity committee "should be the rare exception." In re Northwestern Corp., 2004 WL 1077913, *2 (Bankr. D. Del. May 13, 2004) (quoting In re Williams Communications Group, Inc., 281 B.R. 216, 223 (Bankr. S.D.N.Y. 2002)). When determining whether the appointment of an equity committee is "necessary to assure adequate representation" of equity holders' interests, it is necessary to consider the circumstances of each case, taking into account various factors, including the solvency of the debtors, the ability of the debtors' board and management to adequately take into account the interests of equity holders, the complexity of the debtors' capital structure, the ability of equity holders to represent their own interests and the cost associated with the appointment of an additional committee. See In re Edison Brother Stores, Inc., 1996 WL 534853 (D. Del. Sept. 17, 1996); In re Kalvar Microfilm, Inc., 195 B.R. 559, 600 (Bankr. D. Del. 1996).

III. Trimaran Has Not Met The Applicable Legal Standard For The Appointment of An Equity Committee

Based on the applicable law, Trimaran's request for the appointment of an equity committee should be denied.

A. Equity Holders Are Not Entitled To A Meaningful Distribution

Although no single factor is determinative, the debtors' solvency is often a significant element of the determination whether to appoint an equity committee. Courts in this and other districts have held that to justify the appointment of an equity committee the requesting equity holder has the burden of establishing that there is a "substantial likelihood" that equity holders will receive a "meaningful distribution under a strict application of the absolute priority rule." In re Northwestern Corp., WL 1077913 at *2 (Bankr. D. Del. May 13, 2004) (citing In re Williams, 281 B.R. at 223 (S.D.N.Y. 2002)); see also In re Leap Wireless International, Inc., 295 B.R. 135, 140 (Bankr. S.D. Ca. 2003). An equity committee, therefore, should not be appointed absent a threshold showing that there is a substantial likelihood that their constituency would receive a meaningful dividend. See In re Williams, 281 B.R. at 223. Otherwise, the Debtors and their creditors would have to "bear the expense of negotiating over the terms of what in essence is a gift." Id. at 220.

At this time, there is no evidence to suggest that equity is entitled to receive any recovery in these Pre-Negotiated Chapter 11 Cases, thus making it impossible for Trimaran to meet its

burden of proving a "substantial likelihood" of a "meaningful distribution" for equity in these cases. In fact, as noted in detail above, the pre-negotiated plan of reorganization does not provide for the payment in full of the Noteholders but rather provides for the cancellation of the Notes in exchange for which the holders of the Notes would receive 98% of the issued and outstanding common stock of reorganized Accuride on a fully diluted basis, subject to dilution, including dilution for stock issued upon conversion of the new notes and warrants issued to current stockholders. Accordingly, there is not a substantial likelihood of a meaningful distribution for equity in these cases when the Noteholders have agreed to a recovery that renders them impaired.

Lacking evidence to conclude whether equity will receive any recovery in these Pre-Negotiated Chapter 11 Cases, Trimaran cannot claim, and indeed has not claimed, that there is a significant likelihood of a meaningful distribution for equity. Rather, Trimaran makes the claim that, "[e]ven if solvency is unclear, an official committee should be appointed and given a reasonable opportunity to explore whether there is equity value." Such a "fishing expedition" cannot and should not be allowed at the expense of the Debtors' estates without any showing by Trimaran that equity holders are likely to be entitled to a distribution. Trimaran clearly has not met its burden under the relevant case law. See In re Northwestern Corp., WL 1077913 at *3 (equity committee not appointed where movants failed to satisfy "substantial likelihood that equity will receive a meaningful distribution test"); see also In re Kalvar Mircofilm, Inc., 195 B.R. at 601 (rejecting appointment of an equity committee when there was a "good faith dispute" as to the debtor's insolvency).

B. The Interests of Existing Equity Holders Have Been Adequately Represented

Trimaran's request for the appointment of the equity committee should be denied because equity holders have been and continue to be adequately represented in the Pre-Negotiated Chapter 11 Cases. While "adequate representation" is not defined in the Bankruptcy Code, courts have established guidelines to consider when determining whether the appointment of an equity committee is warranted. In general, equity committees "should not be appointed unless equity holders establish, among other things, they are unable to represent their interest . . . without an official committee." In re Williams, 281 B.R. at 223.

Invariably, courts look to the debtor's officers and directors to exercise their fiduciary duties on behalf of all stakeholders, including shareholders. As the bankruptcy court explained in In re Edison Bros. Stores, Inc., 1996 WL 534853 at *4:

> [While it may be correct that in an insolvency context] management cannot exclusively advocate for the interests of shareholders, the statutory focus of § 1102(a)(2) is not whether shareholders are "exclusively" represented, but whether they are "adequately" represented. Until Congress recognizes that inherent conflicts of interest exist between management and public shareholders in the bankruptcy context that warrant the mandatory appointment of an equity committee, the statutory test remains "adequacy of representation" to be determined on the facts of each case.

The instant case squarely meets the test of "adequacy of representation." Accuride Corporation's Board of Directors takes very seriously its fiduciary responsibilities to the Debtors and all of its stakeholders, was focused on the potential conflicts of interest from the beginning of the restructuring process and, prior to the Pre-Negotiated Chapter 11 Cases took affirmative steps to address any potential conflicts of interest. On March 31, 2009, the Board of Directors appointed a special committee (the "Special Committee") of independent directors, who were not members of management and not directly or indirectly affiliated with the Noteholders, Lenders, or Sun Capital,[3] to evaluate strategic alternatives and restructuring proposals.

As evidenced by the resolutions establishing the Special Committee enclosed herewith as Exhibit A, the Board of Directors delegated to the Special Committee the power and authority to, among other things, (1) review, evaluate, and, if appropriate, prepare for possible restructuring alternatives, (2) discuss and negotiate the terms and conditions of possible restructuring alternatives with any party the Special Committee deemed appropriate, (3) determine whether any possible restructuring alternative was advisable and in the best interests of the Company and its stockholders and creditors (other than Sun Capital), and (4) recommend to the full Board of Directors what action, if any, would be taken with respect to the implementation of any possible restructuring alternative. Moreover, pursuant to these resolutions, the Board of Directors resolved to not recommend or approve any possible restructuring alternative without a prior favorable recommendation of the Special Committee.

From March 31, 2009 until the filing of the Pre-Negotiated Chapter 11 Cases, the Special Committee, together with its legal and financial advisors, held more than 90 meetings, during which it reviewed and evaluated various restructuring alternatives for the Debtors. Because the Debtors' Noteholders[4] and Lenders were organized and represented by counsel and financial advisors, the Special Committee sought throughout the negotiating process to preserve value for the public, non-affiliated, shareholders of the Debtors. In fact, over the past several months, the Special Committee has actively and zealously negotiated for such shareholders. As a result of

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[3] Trimaran inaccurately alleges that Sun Capital "is locked up under the terms of the Restructuring Support Agreement, and pursuant to the proposed Plan is getting paid back virtually all of its debt." In addition, Trimaran also inaccurately alleges that Sun Capital is a DIP Lender. While the Debtors hope that Sun Capital will support the pre-arranged plan of reorganization, to date Sun Capital has not executed a restructuring support agreement. Sun Capital's Last Out Term Loans are proposed to be repaid out of the proceeds of new capital provided by the Noteholders under the rights offering. Sun Capital will receive the same treatment as all similarly situated equity holders, including Trimaran, on account of their equity interest in the Debtors.

[4] Prior to the Petition Date, certain of the Noteholders formed an ad hoc committee (the "Ad Hoc Committee"). The Ad Hoc Committee consists of Blackrock Financial Management, Inc., Brigade Capital Management, LLC, Canyon Capital Advisors LLC, Principal Global Investors LLC, Sankaty Advisors, LLC, Prospect Funding I, LLC, and Tinicum Incorporated. As of the petition date, the Ad Hoc Committee represented at least 70% in principal amount of the Notes.

the Special Committee's efforts, the Noteholders agreed that although they would not be paid in full, Accuride Corporation's current equity holders will receive 2% of the reorganized equity and warrants for up to 15% of the reorganized equity. The Special Committee believes this recovery is the product of its extensive efforts, but at its core it is essentially a gift from the Noteholders.

Moreover, the Special Committee intends to remain active on behalf of equity holders during the pendency of the Pre-Negotiated Chapter 11 Cases. Going forward, the Special Committee will continue to exercise oversight of the Debtors' negotiation and documentation of the recapitalization plan with a view towards, among other things, looking after the interests of the Debtors' public shareholders. Trimaran inaccurately characterizes the Board of Directors' and the Special Committee's ability to support a transaction other than the pre-negotiated plan. Although the Debtors are "locked-up," they maintain the ability to consider and respond to any alternative transaction that provides superior recoveries to the Debtors' stakeholders. Specifically, the Plan Support Agreements each provide:

> Notwithstanding anything to the contrary herein, or in the Chapter 11 Plan or any other agreement among Accuride and the Lenders, at any time prior to the date on which the Chapter 11 Plan is confirmed by the Bankruptcy Court, if Accuride has received a bona fide written proposal for a Competing Transaction that the special committee of the board of directors of Accuride or, if the special committee is no longer in existence, the board of directors of Accuride determines in good faith is or could reasonably be expected to lead to a Superior Transaction and that the failure of the board of directors to pursue such Competing Transaction could reasonably be expected to result in a breach of the board of directors' fiduciary duties under applicable law, then Accuride may (a) furnish non-public information to, and engage in discussions and negotiations with, the person making such proposal and its representatives with respect to the Competing Transaction, and (b) terminate this Agreement pursuant to Section 7(b) in order to enter into a Superior Transaction or an agreement to support a Superior Transaction.

Trimaran makes unsubstantiated allegations that these Pre-Negotiated Chapter 11 Cases present "issues of questionable insider actions and potential overreaching by certain of the Debtors' lenders." Trimaran goes on to allege that the Debtors "do not appear to be equipped to challenge, if necessary, the actions of the insiders or their lenders." The Debtors are unaware of any facts that support these allegations and assume that Trimaran has made them based on their mistaken notion that Sun Capital, an insider, is also a DIP Lender. Sun Capital is not a DIP Lender and is not otherwise participating in the post-petition credit facility. To the extent that these or any other allegations merit investigation, the Debtors, the Board of Directors and/or the Special Committee stand ready to act. Moreover, Trimaran's concern that the Debtors will engage in post-petition actions that squander the investments of shareholders is also without merit because the Debtors will seek approval of all non-ordinary course transactions from the Bankruptcy Court prior to consummating such actions.

In addition, the interests of equity holders will also be represented to the extent necessary by the actions of the official committee of unsecured creditors (the "Creditors' Committee") and

its team of legal and financial advisors.[5] The interests of the Creditors' Committee and the equity holders are aligned in seeking to maximize value to the estates. Courts have recognized that alignment of interests is relevant in determining whether equity holders' interests are adequately represented. See In re Williams, 281 B.R. at 222 (finding that "the Creditors' Committee has sufficiently aligned or parallel interests with Shareholders to preclude the need for an additional committee"). Notwithstanding the proposed payment in full of trade creditors under the pre-negotiated plan, the Debtors expect the Creditors' Committee to fulfill its fiduciary duties and to act zealously on behalf of all unsecured creditors.

There is no need to introduce another committee into these cases to perform duplicative tasks which serve only to inflate the expenses to the estate and the Debtors' creditors (*i.e.*, the real stakeholders in these cases) and possibly cause needless delay. Furthermore, the negotiation process is complete with respect to the economic parameters of the restructuring. Sophisticated and motivated parties have invested substantial amounts of time and resources in formulating a viable plan. The Special Committee has represented the shareholders' interests in this process. The fact that individual shareholders did not actively participate in the negotiations does not require that an equity committee now be formed. See In re Kalvar Microfilm, Inc., 195 B.R. at 601 (ruling that in a case with a pre-negotiated plan, even though the shareholders had not participated in the plan negotiations, an equity security holders committee was unnecessary).

C. *Trimaran Can Adequately Represent Its Own Interests*

Although the appointment of an official committee of equity holders is not appropriate in these Pre-Negotiated Chapter 11 Cases, shareholders such as Trimaran are not voiceless in these Pre-Negotiated Chapter 11 Cases. Any party in interest has standing to be heard pursuant to 11 U.S.C. Section 1109(b). Indeed, equity security holders can assert a collective voice through an unofficial committee, and seek reimbursement of their costs and attorneys fees under 11 U.S.C. Section 503(b)(3) if their actions result in a substantial contribution in the Pre-Negotiated Chapter 11 Cases. In re Johns-Manville Corp., 68 B.R. 155 (S.D.N.Y. 1986). However, the right to be heard is not synonymous with the right to charge the Debtors' estates for the cost of professionals. In re Hills Stores Co., 137 B.R. 4, 7 (Bankr. S.D.N.Y. 1992).

In the event that Trimaran decides that the Special Committee somehow overlooked some important aspect of value in the Pre-Negotiated Chapter 11 Cases that would make secured, priority and unsecured creditors whole and provide a more meaningful recovery to the Debtors' stockholders, Trimaran certainly has the resources to challenge confirmation of the Plan. As detailed at its website, http://www.trimarancapital.com/, Trimaran is a sophisticated and experienced investor who has invested $1.6 billion of equity in fifty-nine portfolio companies in transactions totaling in excess of $10 billion.

The Pre-Negotiated Chapter 11 Cases have been widely publicized. The Debtors issued numerous press releases and filed announcements on Form 8-K describing material

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[5] The Debtors expect that a Creditors' Committee will be up and running and fully engaged in these Pre-Negotiated Chapter 11 Cases following the formation meeting on October 21, 2009.

developments and have made the Plan Support Agreements and related documents publicly available in the Pre-Negotiated Chapter 11 Cases. Moreover, the Debtors' Form 10-Qs and 10-Ks have also described the Debtors' financial condition.[6] Despite the foregoing publicity, the Debtors have not been contacted by any other holder of common stock expressing concerns with the distributions contemplated under the Pre-Negotiated Chapter 11 Cases or requesting the formation of an official committee.

D. *The Appointment Of An Official Equity Committee Will Result In Significant Costs To The Debtors' Estates*

The Debtors' estates would be required to bear significant additional costs if an equity committee were appointed in these cases. Indeed, although not the sole factor, the costs to the estate of an additional committee must be taken into account in determining whether to appoint an equity committee. See In re Kalvar, 195 B.R. at 601 (court determined that the appointment of an equity committee was not warranted due to, among other reasons, the "delay and additional costs" associated with appointing an equity committee); see also In re Saxon Indus., Inc., 39 B.R. 945, 947 (Bankr. S.D.N.Y. 1984) (stating that the appointment of an equity committee raises cost concerns because it is "closely followed by fee applications of lawyers and accountants"). At this time, the Debtors do not believe it is fair to their creditors to add another layer of professional fees, and to potentially delay the Debtors' exit from bankruptcy (a value-destroying proposition). Indeed, the appointment of an equity committee would in all likelihood reduce the amount of the distribution to all stakeholders, including current equity holders.

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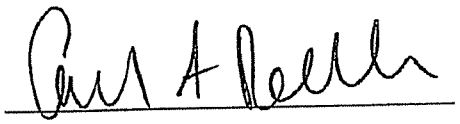
[6] Although they are all publicly available, the Debtors will provide copies of relevant press releases, Form 10-Qs and Form 10-Ks upon request.

VII. Conclusion

For the reasons stated above, Trimaran has not met its burden of demonstrating that the appointment of an equity committee is warranted or necessary in these Pre-Negotiated Chapter 11 Cases. Therefore, the Debtors respectfully submit that an official equity committee should not be appointed.

Very truly yours,



Caroline A. Reckler
of LATHAM & WATKINS LLP

cc: Paul Aronzon, Esq. (via email)
Brad Faris, Esq. (via email)
Scott Greissman, Esq. (via email)
Michael Nestor, Esq. (via email)
David S. Heller, Esq. (via email)
Peter Wolfson, Esq. (via email)
William Lasky (via email)
James Woodward (via email)
Stephen Martin, Esq. (via email)

Exhibit A

Board Resolutions

RESOLUTIONS OF THE BOARD OF DIRECTORS
OF ACCURIDE CORPORATION

Adopted March 31, 2009

WHEREAS, due to uncertain and current business, economic and financial conditions generally, and in the commercial vehicle market more particularly, and the possible impact of such conditions on the business and financial condition of the Company, including, among other things, the Company's ability to maintain compliance with certain financial covenants in its senior bank credit facility, the Board has decided to evaluate and, if appropriate, prepare on a contingency basis for possible restructuring or other strategic alternatives involving the Company ("**Possible Restructuring Alternatives**");

WHEREAS, Sun Accuride Debt Investments, LLC or its affiliates (together with its affiliates, "**Sun Capital**") (i) hold approximately $70 million in outstanding principal amount of term loans under the Company's senior bank credit facility, (ii) hold approximately 15.6 million shares of the Company's common stock on a fully diluted basis (after giving effect to shares issuable upon exercise of a stock purchase warrant held by Sun Capital), and (iii) provide or may provide certain consulting and other services to the Company, and Sun Capital may, as a result thereof, be deemed to have interests in connection with Possible Restructuring Alternatives that are different from, or in conflict with, the interests of the Company and its stockholders and creditors (other than Sun Capital);

WHEREAS, Donald Mueller, Jason Neimark, Thomas Taylor, Brian Urbanek and Douglas Werking are directors of the Company and are also employees of Sun Capital; and

WHEREAS, the Board wishes to establish a special committee of the Board consisting of directors who are not directly or indirectly affiliated with Sun Capital and who are not members of the Company's management to review, evaluate and, if appropriate, prepare for one or more Possible Restructuring Alternatives, and to take such other action with respect to any Possible Restructuring Alternative(s) as shall be authorized in the following resolutions.

NOW, THEREFORE BE IT RESOLVED, that the Board hereby establishes a special committee of the Board (the "**Special Committee**") with the duties and powers granted to the Special Committee in these resolutions;

FURTHER RESOLVED, that Mark Dalton, Donald Johnson and Donald Roof are hereby designated as the members of the Special Committee;

FURTHER RESOLVED, that the Board hereby delegates to the Special Committee the power and authority (1) to review, evaluate, and, if appropriate, prepare for Possible Restructuring Alternative(s), including the terms, conditions and advisability thereof (which Possible Restructuring Alternatives may include, without limitation, a waiver, an amendment, a refinancing or forbearance agreement with respect to the Company's senior bank credit facility and/or senior subordinated notes, a negotiated "out of court" restructuring of the Company's obligations under the Company's senior bank credit facility, senior subordinated notes and/or equity interests and/or a "prepackaged" or other insolvency proceeding with respect to the Company), (2) to discuss and negotiate the terms and conditions of Possible Restructuring

Alternatives with any party the Special Committee deems appropriate, including, without limitation, the Company's creditors and equity holders and their respective agents and advisors, (3) to determine whether any Possible Restructuring Alternative is advisable and in the best interests of the Company and its stockholders and creditors (other than Sun Capital); *provided*, that any determination with respect to the interests of creditors shall be made only to the extent the interests of creditors are or may be deemed to be within the purview of the directors' duties under applicable law, and (4) to review with the full Board alternatives examined and recommend what action, if any, should be taken with respect to the implementation of any Possible Restructuring Alternative; *provided*, that the Board shall retain the authority to consider and approve any Possible Restructuring Alternative recommended by the Special Committee;

FURTHER RESOLVED, that the Board shall not approve any Possible Restructuring Alternative without a prior favorable recommendation of the Special Committee;

FURTHER RESOLVED, that the Special Committee is hereby authorized and empowered to retain legal counsel to advise and assist it in connection with fulfilling its duties as delegated by the Board;

FURTHER RESOLVED, that the Special Committee is hereby authorized and empowered to retain such other advisors, consultants and agents, including, without limitation, financial, restructuring and other advisors, as the Special Committee may deem necessary or appropriate to advise and assist it in connection with fulfilling its duties as delegated by the Board;

FURTHER RESOLVED, that the Special Committee is hereby authorized and empowered to enter into such contracts providing for the retention, compensation, reimbursement of expenses and indemnification of such legal counsel, financial, restructuring and other advisors, consultants and agents as the Special Committee may deem necessary or appropriate, and that the Company is hereby authorized and directed to pay all fees, expenses and disbursements of such legal counsel, financial, restructuring and other advisors, consultants and agents on presentation of statements approved by the Special Committee, and that the Company shall pay all such fees, expenses and disbursements and shall honor all other obligations of the Company under such contracts;

FURTHER RESOLVED, that the officers and employees of the Company are hereby directed to provide to the Special Committee, each member thereof, and any of their advisors, agents, counsel and designees, such information and materials, including, without limitation, the books, records, projections and financial statements of the Company and any documents, reports or studies pertaining to Possible Restructuring Alternatives as may be useful or helpful in the discharge of the Special Committee's duties or as may be determined by the Special Committee, or any member thereof, to be appropriate or advisable in connection with the discharge of the duties of the Special Committee and each of its members;

FURTHER RESOLVED, that the Special Committee is authorized to solicit the views of the Company's officers and employees and the full Board regarding the terms and conditions of the Possible Restructuring Alternatives to assist the Special Committee in its review and evaluation of such terms and conditions, including the views of the officers and

employees on any reports, studies or similar information pertaining to Possible Restructuring Alternatives prepared for, submitted to or reviewed by the Special Committee;

FURTHER RESOLVED, that the Special Committee, and each member thereof, is hereby authorized and empowered to do all acts as may be necessary or appropriate in its or his judgment to carry out the duties of the Special Committee contemplated by these resolutions;

FURTHER RESOLVED, that, to the fullest extent consistent with law, the deliberations and records of the Special Committee shall be confidential and all statutory and common law privileges shall be available with respect to legal advice rendered to, and documents prepared by counsel to assist, the Special Committee in its deliberations;

FURTHER RESOLVED, that, to the fullest extent permitted by law and without limitation of any existing right to advancement or indemnification, the Company shall advance expenses to, indemnify and hold harmless each member of the Special Committee and its successors and assigns in connection with any action, suit or proceeding relating to or arising from such member's appointment to the Special Committee or any action or omission taken or made pursuant thereto;

FURTHER RESOLVED, that the members of the Special Committee shall receive fees for attending meetings of the Special Committee as generally provided for attending meetings of committees of the Board;

FURTHER RESOLVED, that the officers of the Company are hereby authorized and directed to take all such further action and to prepare, execute, acknowledge, file, deliver and record all such further documents and instruments by and on behalf of the Company, and in its name, or otherwise, and to take any other actions as in the judgment of such officer shall be necessary, appropriate or advisable in order to fully carry out the intent and to accomplish the execution of the purposes of the foregoing resolutions; and

FURTHER RESOLVED, that the Board hereby ratifies and approves any and all actions taken by any officer or director of the Company, including the Special Committee and any member thereof, prior to the date hereof in furtherance of and consistent with the matters authorized by the foregoing resolutions.

Letter of Ad Hoc Noteholders Group in Opposition to the Appointment of an Official Committee of Equity Security Holders

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October 19, 2009

Via Email (Jane.M.Leamy@usdoj.gov) and Overnight Mail

Jane M. Leamy, Esq.
United States Trustee
Office of the United States Trustee,
District of Delaware
J. Caleb Boggs Federal Building
844 King Street, Room 2207
Wilmington, Delaware 19899-0035

Re: *In re Accuride Corporation, et al.*
Jointly Administered Chapter 11 Case No. 09-13449 (BLS)

Dear Ms. Leamy:

This firm is counsel to the *Ad Hoc* Noteholder Group[1] in the above-referenced jointly administered chapter 11 cases (the "Cases"). This letter responds to the written request, dated October 13, 2009, made by Peter Wolfson of Sonnenschein Nath & Rosenthal LLP, on behalf of his client, Trimaran Investments II, L.L.C. ("Trimaran"), for the appointment of an official committee of equity security holders in the Cases pursuant to section 1102(a)(2) of the Bankruptcy Code. For the reasons set forth below, the *Ad Hoc* Noteholder Group opposes the appointment of an official equity committee in the Cases. Simply put, Trimaran has not demonstrated any credible evidence that the requisite legal standard for the appointment of an equity committee has been satisfied. As a result, the request should be denied.

[1] The members of the *Ad Hoc* Noteholder Group are: Canyon Capital Advisors, LLC, Blackrock Financial Management, Inc., Brigade Capital Management, LLC, Tinicum, Inc., Principal Global Investors and Sankaty Advisors, LLC.

The Applicable Legal Standard

Section 1102(a)(2) of the Bankruptcy Code provides, in pertinent part, that "[o]n request of a party in interest, the court may order the appointment of additional committees of creditors or equity security holders if necessary to assure adequate representation of creditors or equity security holders." 11 U.S.C. § 1102(a)(2) (emphasis added). The Bankruptcy Code does not define when an equity committee is "necessary" to assure adequate representation. 11 U.S.C. § 1102(a)(2); *Albero v. Johns-Manville Corp.* (*In re Johns-Manville Corp.*), 68 B.R. 155, 159 (S.D.N.Y. 1986). This hurdle has been described as a "high standard." *In re Oneida, Ltd.*, 351 B.R. 79, 83 (Bankr. S.D.N.Y. 2006). Accordingly, the appointment of an equity committee is the "rare exception" rather than the rule. *In re Williams Commc'ns Group, Inc.*, 281 B.R. 216, 223 (Bankr. S.D.N.Y. 2002).

Appointment of an official equity committee is discretionary. *Official Comm. v. Finova Group, Inc.* (*In re Finova Group, Inc.*), 383 B.R. 64, 70 (D. Del. 2008); *accord In re Williams*, 281 B.R. at 219 ("permissive language ('may') of the statute indicates that the UST's authority to appoint [an equity] committee is discretionary") (citing *Albero v. Johns-Manville Corp.* (*In re Johns-Manville Corp.*), 68 B.R. 155, 159 (S.D.N.Y. 1986)); *In re Dow Corning Corp.*, 194 B.R. 121, 141 (Bankr. E.D. Mich. 1996), *rev'd on other grounds*, 212 B.R. 258 (E.D. Mich. 1997) ("The test is, in essence, a balancing of interests and is by its nature quite case-specific."). Courts routinely consider (a) whether the shares are widely held and publicly traded; (b) the size and complexity of the chapter 11 case; (c) the delay and additional cost that would result if the court appoints an equity committee; (d) the likelihood of the debtor's insolvency; (e) the timing of the motion; and (f) other factors relevant to the adequate representation issue. *See, e.g., Kelvar Microfil, Inc.*, 195 B.R. 599, 600-601 (Bankr. D. Del. 1996) (noting that "[n]o one factor is dispositive, and the amount of weight that the court should place on each factor may depend on the circumstance."); *In re Edison Bros. Stores, Inc.*, 1996 U.S. Dist. LEXIS 13768, *11 (D. Del. September 17, 1996) ("[a]s there is no statutory test for adequacy of representation, it must be determined by the facts of the case").

Well-settled interpretative principles establish that an equity committee "should not be appointed unless equity holders establish that (i) there is a substantial likelihood that they will receive a meaningful distribution in the case under a strict application of the absolute priority rule, and (ii) they are unable to represent their interests in the bankruptcy case without an official committee." *Williams*, 281 B.R. at 223 (emphasis added); *see also In re Emons Indus., Inc.*, 50 B.R. 692, 694 (Bankr. S.D.N.Y. 1985). In Mr. Wolfson's letter, Trimaran fails to establish either of the foregoing foundational evidentiary thresholds.

The Proposed Distribution To Equity Under The Pre-Negotiated Plan Does Not Warrant An Equity Committee

Under the pre-negotiated plan entered into among the Debtors, the Banks and the Noteholders, equity will be receiving a distribution despite the fact that the Noteholders are impaired. Trimaran attempts to leverage such distribution – 2% of the issued and outstanding common stock on a fully diluted basis plus warrants exercisable for up to 15% of the new

common shares of reorganized Accuride – into an official committee without establishing or even suggesting the requisite level of solvency. Congressional intent and applicable case law set forth herein, indicate that such distribution does not entitle Trimaran to an official committee.

Trimaran Has Ample Opportunity To Be Heard In The Cases And Equity Is Adequately Represented

The Debtor's equity holders are not statutorily disenfranchised from the chapter 11 process in these Cases. They have ample opportunity to participate in these Cases and object to any proposed relief; including confirmation. *See* 11 U.S.C.§ 1109(b)(2). In particular, Trimaran is a sophisticated investor with ability to protect its parochial interests in the Cases. *See* Trimaran Capital Partners' website: www.trimarancapital.com. Moreover, the Debtor's management and the special committee of the board of directors has, and will continue, to represent equity's interest.

The Debtor's board of directors can, and has to date, represented the equity in the negotiations that predated the petitions. The conflicts that Trimaran hypothesizes have not materialized in the Cases and are sufficiently unrealistic to prevent the conclusion that equity is not adequately represented. There have been no allegations that the Debtors' management has been derelict in its fiduciary duties. To the contrary, as set forth in the letter of Debtor's reorganization counsel, Caroline Reckler of Latham & Watkins (submitted earlier today to the Office of the United States Trustee), the Debtor has a special committee to avoid the dereliction of interest that Trimaran presumes without evidentiary support. The US Trustee has no basis to conclude that the Debtors will forgo protecting equity within the parameters of the absolute priority rule of the Bankruptcy Code. It is axiomatic, that in the chapter 11 process "[a] company's board of directors acts for the shareholders and the insolvency of a company does not absolve the board of its fiduciary duty to the shareholders." *In re Oneida Ltd.*, No. 06-10489, 2006 WL 1288576, at *2 (Bankr. S.D.N.Y. May 4, 2006) (quoting *Commodities Futures Trading Comm'n v. Weintraub*, 471 U.S. 343, 355 (1985)); *see also Unofficial Comm. Of Equity Holders of Penick Pharm., Inc. v. McManigle* (*In re Penick Pharm., Inc.*), 227 B.R. 229, 232-33 (Bankr. S.D.N.Y. 1998) (finding that managers of debtors-in-possession had same duties as chapter 11 trustee, *i.e.*, to maximize value). As mentioned, Trimaran has presented no evidence that the Debtors will not continue to abide by the duties imposed and the failure to establish otherwise dooms the request for an equity committee. *See generally, In re Grant Broad. of Phila., Inc.*, 71 B.R. 655, 664 (Bankr. E.D. Pa. 1987) ("We have no reason to anticipate that [creditors] who are appointed members of this Committee will not appreciate their fiduciary duties as Committee members, and perform them well.").

The statutory mandate is not whether the equity is "exclusively" represented in the Cases, but whether equity is "adequately" represented. *See Williams*, 281 B.R. at 223, *accord, Edison Bros. Stores*, 1996 WL 534853, at *4. Not every case with public shareholders warrants an equity committee. *Williams*, 281 B.R. at 223 ("while there is a large number of shareholder, note very case with such a large number will require an official equity committee); *In re National R.V. Holdings, Inc.*, 390 B.R. 690, 698 (Bankr. D.C. Cal. 2008) (denying appointment of equity committee because insolvency not proven).

Costs And Delay Militate Against Appointment Of Equity Committee

Even if the factors did weigh in favor of appointment of an official equity committee in these cases (which, the *Ad Hoc* Noteholder Group does not concede but rather contests), the costs to the Debtors' estate, in terms of delay and administrative burdens, would outweigh any marginal increase in the level of representation of equity security holders. *See In re Enron Corp.*, 279 B.R. 671, 685 (Bankr. S.D.N.Y. 2002) ("[T]he court must decide whether it should exercise its discretion and order the appointment . . . even once inadequate representation is found") (citing *In re Dow Corning Corp.*, 194 B.R. at 141 and *In re Wang Labs., Inc.* 149 B.R. 1, 2 (Bankr. D. Mass. 1992)).

The appointment of an equity committee in the Cases would impose an unfair burden on the Debtors and saddle the estates with the significant costs without sufficient justification. It would only serve to delay the Debtors' efforts to emerge from chapter 11 in an expeditious manner and prove an unnecessary distraction from the balance sheet restructuring sought in the Cases and which the parties negotiated with equity distribution in mind – despite the fact that the Noteholders are impaired. *See In re Emons Indus.*, 50 B.R. at 694 ("[N]o equity committee should be appointed when it appears that a debtor is hopelessly insolvent because neither the debtor nor the creditors should have to bear the expense of negotiating over the terms of what is in essence a gift.").

Trimaran Has Failed to Meet its Burden of Proof

Trimaran bears the burden of proof. *In re Dana Corp.*, 344 B.R. 35, 38 (Bankr. S.D.N.Y. 2006) ("The movant has the burden of proving that the appointment of an additional committee is necessary to insure 'adequate representation' of the moving party."); *In re Delphi Corp.*, 05-44481, slip op. at 159-60 (Bankr. S.D.N.Y. Mar. 22, 2006) ("The case law is clear that the burden of showing lack of adequacy of representation is on the movant."). Here, there is no indication that any of the normative requirements have been met; or even that any other equity holders are interested in participating on a committee or agree with Trimaran's views of the pre-negotiated plan. Thus, it not necessary for the United States Trustee to appoint an equity committee based on Mr. Wolfson's letter. The conclusory and unsupported[2] statements in the letter pales in comparison to the evidence required to be presented to the court under section 1101(a)(2) of the Bankruptcy Code. Trimaran has eviscerated its own request by failing to present a sufficient record or basis for the appointment of an equity committee.

[2] The *Ad Hoc* Noteholders Group dispute the factual allegations regarding the members of the Group contained in Mr. Wolfson's letter.

If you have any questions regarding the foregoing, please contact me. I am available to discuss Trimaran's request with you and counsel to the Debtors and to Trimaran.

Very truly yours,

Robert C. Shenfeld

Robert C. Shenfeld

cc, via e-mail:
Caroline Reckler, Esq.
Bradly Faris, Esq.
David Heller, Esq.
Scott Griessman, Esq.
Elizabeth Feld, Esq.
Peter D.Wolfson, Esq.
Laura Davis Jones, Esq.
Timothy Cairns, Esq.
Michael Nestor, Esq.

Second Letter of Trimaran Requesting Appointment of an Official Committee of Equity Security Holders

Sonnenschein
SONNENSCHEIN NATH & ROSENTHAL LLP

Peter D. Wolfson
212.768.6840
pwolfson@sonnenschein.com

October 27, 2009

VIA EMAIL TRANSMISSION AND OVERNIGHT DELIVERY

Jane M. Leamy, Esq.
United States Trustee
Office of the United States Trustee
844 King Street, Room 2207
Wilmington, Delaware 19899-0035

Re: *In re Accuride Corporation, et al.*
Jointly Administered Chapter 11 Case No. 09-13449

Dear Ms. Leamy:

This letter is response to the oppositions (the "Oppositions") submitted by the Debtors and the Noteholders (collectively, the "Objectors") to the request of Trimaran Investments II, L.L.C. ("Trimaran") for the appointment of an official committee of equity security holders in the Accuride Chapter 11 cases. As set forth below, contrary to the assertions of the Objectors, (i) there are indeed indicators of equity value in the Company; (ii) the Shareholders[1] are not "adequately" represented; and (iii) the additional cost for an official equity committee will not be burdensome for the estates.

1. The Debtors Are Not "Hopelessly Insolvent".

The Debtors assert that "[a]t this time, there is no evidence to suggest that equity is entitled to receive any recovery." *See* Debtors' Opposition at 3. The evidence is, in fact, to the contrary. Based on the Company's own recent public filings, the available market data and the statements of the CFO in this Case, the Debtors are not hopelessly insolvent. Indeed, each of these indicators demonstrates the existence of value available for the Company's Shareholders.

[1] Capitalized terms not defined herein shall bear the meaning ascribed to them in Trimaran's letter to the U.S. Trustee requesting the appointment of an official committee of equity security holders dated October 13, 2009.

a. The Debtors' most recent filings reflect growth for the Company.

The Debtors' recent 8-K filing on October 15, 2009 suggests a steep incline in projected revenue and operating profits over the next four years. In fact, the Debtors are forecasting that in 4 years (i.e., in 2013) they will *almost triple their revenue* from $575.8 million to $1.4561 billion. *See* Accuride Corp. 8-K dated as of Oct. 15, 2009, attached hereto as **Exhibit A**. Using the very information disclosed by the Company, Trimaran prepared a valuation of the Company's common stock, attached hereto as **Exhibit B**. That analysis concludes that "[t]he current restructuring proposal contemplated by the Company grossly undervalues the Company" and that the shares are worth $6.00 per share.[2]

In order to test Trimaran's assessment through an independent source, we asked Jefferies & Company, Inc. ("***Jefferies***") for their preliminary views. Jefferies used publicly available information to prepare a preliminary discounted cash flow analysis. Assuming the maximum amount of claims possible, Jefferies' assessment estimated equity value of over $357 million and an implied stock price of $9.86. Jefferies' preliminary assessment did not ascribe value to any non-operating assets, such as real estate or NOLs, held by the Company. A copy of Jefferies' preliminary assessment is attached hereto as **Exhibit C**.

As is abundantly clear from these analyses, ***the Debtors are not hopelessly insolvent.***

b. The Debtors' CFO's statements demonstrate that the Company is presently on an upward trajectory and the public markets support this view.

The statements of James Woodward, the CFO of the Company, also paint an optimistic picture for the Company.[3] Mr. Woodward indicates that "the Company expects that it will continue to generate significant liquidity from its operations, including *during* these Chapter 11 Cases." Woodward Aff. at ¶46. He further notes that the "[t]he restructuring also will allow the Company to preserve and retain significant tax attributes that could meaningfully reduce the Company's post-emergence cash tax obligation for the foreseeable future." Woodward Aff. at ¶45.

Despite the financial difficulties it has faced over the past year, the Company believes that its strategic restructuring efforts will begin to pay off in 2010. Woodward Aff. ¶31. Further, due to the seasonal nature of the business, there are "decreased net sales and profitability during the third and fourth quarters of each calendar year", suggesting that profitability will peak in the first and second quarters of next year (i.e., just as the Company expects to emerge from bankruptcy). As Mr. Woodward's comments indicate, and as the public trading markets appear

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2 Based upon approximately 47 million outstanding shares.

3 Mr. Woodward submitted the First Day Affidavit in this Case.

to be validating (the stock is actively trading at 23 cents), there is nothing uniquely "wrong" with the Company's business operations.

c. The industry perception is that the trucking industry is headed for a rebound.

The trucking industry is in a cyclical trough that has been exacerbated by the current economic conditions. However, the current consensus in the analyst community is that a strong rebound is inevitable over the next few years, as customers begin to fulfill their deferred capital investment needs. *See* Exhibit B; *see also* ACT Report attached hereto as **Exhibit D**. Even if properly valued at the bottom of the trough, there is existing equity value (see § 1(a), above) that should not be wiped away without independent and thorough analysis.

*****

In sum, this is not a case where the Debtors are hopelessly insolvent and Shareholders are clearly "out of the money." Based on the above, there is significant residual equity value in the Company to justify an official committee of equity holders.

2. The Shareholders Are Not Adequately Represented.

The Shareholders' interests will not, and are not, sufficiently protected by any other party in this Case.

a. The Special Committee is not adequately representing Shareholders.

The Debtors assert that the Special Committee (which consists of directors other than the Sun affiliated directors) established by the Debtors is sufficient to show that the Company is considering the interests of Shareholders. In support of the powers given to the Special Committee, the Debtors' Opposition attaches a board resolution appointing the Special Committee (the "Resolution"). The Resolution gives the Special Committee the ability to review and recommend restructuring alternatives; however, the final power to implement any restructuring alternative remains with the full Board (i.e., a board overwhelmingly controlled by directors appointed by Sun). *See* Board Resolution dated Mar. 31, 2009 at 2 ("*provided*, that the Board shall retain the authority to consider and approve any Possible Restructuring Alternative recommended by the Special Committee."). Even the First Day Affidavit submitted by the Debtors' CFO shows that the Special Committee's "powers" to act are limited: "The Board of Directors asked the Special Committee to identify and evaluate strategic alternatives, with the input of management, counsel and its financial advisors, and to *recommend* an appropriate course of action to the full Board of Directors." First Day Affidavit at 18 (emphasis supplied).

The Debtors indicate that the "Special Committee intends to remain active on behalf of equity holders." However, the very paragraph cited by the Debtors from the Plan Support Agreement to bolster that assertion indicates that the Special Committee could potentially cease to exist: "if Accuride has received a bona fide written proposal for a Competing Transaction that

the special committee[4] of the board of directors of Accuride *or, if the special committee is no longer in existence, the board of directs of Accuride....*" *See* Debtor's Opposition at 6 (emphasis added). The Shareholders do not know under what circumstances the Special Committee could be disbanded. If it is, Shareholders will be at the mercy of a Board dominated by Sun.

Finally, the Special Committee is a fiduciary of the estates and does not have a singular duty to the Shareholders. Given the demands of the other constituents - all of whom are represented (on the Shareholders' dime, no less) - the Special Committee cannot be expected to zealously guard the interests of the Shareholders. Indeed, the terms of the pre-negotiated plan show the weakness of the Special Committee's "active" and "zealous" representation of the Shareholders. For example, while the Debtors claim that through the "extensive" efforts of the Special Committee, the Noteholders agreed to a distribution to remaining equity, even the Debtors admit that the distribution given is hardly meaningful. Debtors' Opposition at 3, 6.

b. The Creditors Committee Cannot Adequately Represent the Shareholders.

The Debtors stretch to argue that the Creditors Committee will represent the interests of Shareholders. As a preliminary matter, the Creditors Committee does not have any fiduciary obligation whatsoever to Shareholders. In this case in particular, the Creditors Committee's interests and motivation are very different than those of the Shareholders. Trade creditors are getting paid in full and 70% of the Noteholders are already locked up to the plan. Unless the Debtors will seek to impair the trade creditors or change the terms of the deal for Noteholders, there is no reason for these constituents to object to the Debtors' pre-negotiated plan.

3. <u>There Are Insider Transactions That Must Be Investigated And An Equity Committee Is The Proper Party To Lead Such Investigations.</u>

Prior to the bankruptcy filing, the Company entered into a transaction which allowed Sun to acquire 24.5% of the common equity stock as well as preferred shares. In return, Sun agreed to subordinate its debt to the other senior lenders pursuant to a "Last Out Debt Agreement." The purported purpose of the Company's entry into the February 2009 agreement was to avoid breaching covenants under its credit agreement with its senior lenders. Woodward Aff. ¶22. However, *by the very next quarter*, the Company was again in danger of violating the financial covenants under its senior credit facility. Woodward Aff. ¶14. It is unclear what, if any, benefit the Company received as a result of this transaction. Moreover, upon information and belief, the significant expenses relating to this transaction (believed to be in the millions) eroded cash that could have otherwise been used to support the Company's operational needs. The only parties injured by this transaction are the Shareholders. Sun is now in the position of getting paid out *first* on its *last* out loans, and other Shareholders' equity was perhaps unnecessarily diluted by the February 2009 transaction. As discussed above, there is no other party who can adequately represent the Shareholders' interest and the Shareholders should have an opportunity to

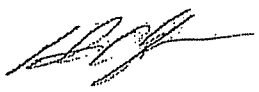
[4] The Plan Support Agreement does not define "special committee." We assume the special committee referenced in the Plan Support Agreement is constituted of the same directors who are nominated in the Resolution.

investigate and confirm the propriety of this transaction (and any other transactions or Company actions) which may have needlessly diluted their stake in the Company.[5]

*****

For the reasons set forth herein and in my prior letter dated October 13, 2009, I respectfully request that you appoint an official committee of equity holders in This Case.

Very truly yours,



Peter D. Wolfson

cc: Counsel for Debtors
Counsel for Noteholders
Counsel for Administrative Agent
Counsel for Creditors Committee
Mr. Steve Kiefer

[5] Trimaran has not alleged that Sun is a DIP Lender. Rather, it asserts that Sun is the largest shareholder, has significant board representation, and is one of the largest prepetition secured lenders. Of particular concern to Trimaran is that Sun, as a "last out" lender is getting paid out - in full - *first*.

Exhibit A

8-K 1 a09-31521_28k.htm 8-K

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): **October 15, 2009**

ACCURIDE CORPORATION
(Exact Name of Registrant as Specified in Charter)

Delaware	**001-32483**	**61-1109077**
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)

7140 Office Circle, Evansville, IN	**47715**
(Address of Principal Executive Offices)	(Zip Code)

Registrant's telephone number, including area code: **(812) 962-5000**

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 7.01. Regulation FD Disclosure.

Accuride Corporation (the "Company") does not as a matter of course make public forecasts or projections as to its future financial performance. However, in connection with the negotiation of the Company's pre-negotiated restructuring plan announced October 8, 2009, representatives of certain holders of its 8.5% senior subordinated notes conducted a due diligence review of the Company and, as part of this due diligence review, received certain financial projections for the Company. Pursuant to confidentiality agreements entered into with these noteholders, the Company agreed to disclose a summary of any material non-public information previously disclosed to the noteholders, and the Company is furnishing this summary of the projections that the Company provided to the noteholders solely to comply with the Company's obligations to these noteholders under the confidentiality agreements.

The projections that the Company provided to the noteholders as part of their due diligence review were provided solely in connection with such due diligence review and not expressly for inclusion in this Form 8-K or any other public document. The projections are subject to numerous assumptions, risks and limitations, as described below, and there is no guarantee that the projections will be realized, or that the assumptions on which they are based will prove to be correct.

Below is a summary of the projections provided by the Company to the noteholders (in millions).

	2009	2010	2011	2012	2013
Revenue	$ 575.8	$ 768.8	$ 1,022.7	$ 1,246.9	$ 1,456.1
Operating Profit	$ (52.0)	$ 28.2	$ 99.4	$ 145.2	$ 181.0
Adjusted EBITDA	$ 21.5	$ 79.6	$ 152.3	$ 200.9	$ 239.8
Capital Expenditures	$ 19.8	$ 17.0	$ 30.6	$ 36.0	$ 36.0

The projections were not prepared with a view to public disclosure or compliance with the published guidelines of the SEC or the guidelines established by the American Institute of Certified Public Accountants regarding projections or forecasts. Furthermore, the projections do not purport to present operations in accordance with U.S. generally accepted accounting principles ("GAAP") and the Company's independent registered public accounting firm has not examined, compiled or otherwise applied procedures to the projections and accordingly assume no responsibility for them. The Company's internal financial forecasts (upon which the projections were based in part) are, in general, prepared solely for internal use, including for budgeting and other management decisions, and are susceptible to interpretations and periodic revisions based on actual experience and business developments.

The projections were prepared as of July 2009, and updated with respect to 2009 in August 2009. The projections reflect numerous assumptions made by the Company's management, including assumptions with respect to business, economic, market and financial conditions generally, and in the commercial vehicle market specifically, the Company's ability to realize margin enhancements due to cost saving and restructuring initiatives and operating efficiencies, normalization of working capital, capital expenditures, advisory and other fees anticipated in connection with the bankruptcy proceeding and proposed restructuring, and other matters, all of which are difficult to predict, and many of which are beyond the Company's control. The projections do not give effect to the proposed restructuring plan, or any alterations to the Company's operations or strategy to occur upon the completion of the bankruptcy and the implementation of the proposed restructuring plan. Accordingly, there can be no assurance that the assumptions made in preparing the projections will prove accurate or that the projections will be realized, and it is expected that there will be differences between actual and projected results and that actual results may be materially greater or less than those contained in the projections.

All projections are forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended (the "Securities Act"), and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). These statements are expressly qualified in their entirety by the risks and uncertainties described in this Form 8-K and as otherwise detailed from time to time in the Company's Securities and Exchange Commission filings, including those described in Item 1A of the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2008.

The Company makes no representation regarding the Company's ultimate performance compared to the information contained in the projections and the projections should not be relied upon as indicative of such. The Company does not undertake any obligation to update or otherwise revise or reconcile the projections to reflect circumstances existing after the date the projections were generated or to reflect the occurrence of future events, even in the event that any or all of the assumptions underlying the projections are shown to be in error.

Adjusted EBITDA is not intended to represent cash flow as defined by GAAP and should not be considered as an indicator of cash flow from operations. Adjusted EBITDA represents net income before net interest expense, income tax (expense) benefit, depreciation and amortization plus certain other items as defined under our credit agreement. However, other companies may calculate adjusted EBITDA differently. Adjusted EBITDA was included in the projections and was a key metric used by the Company and the noteholders in their negotiations related to the proposed restructuring plan because it excludes the effects of certain items of the Company's capital structure, which are contemplated to change upon implementation of the restructuring plan. Additionally, investors and industry analysts use Adjusted EBITDA to measure the Company's performance to historic results and to the Company's peer group and the Company has historically provided the measure in previous announcements.

Projections of net income are not disclosed because the calculation of net income includes certain components of the Company's existing capital structure, which is contemplated to change upon the implementation of the restructuring plan. Projections of operating profit are instead disclosed below, which is the most directly comparable GAAP measure to Adjusted EBITDA that is relevant in this context.

Adjusted EBITDA Reconciliation:

	2009	2010	2011	2012	2013
Operating Profit	$ (52.0)	$ 28.2	$ 99.4	$ 145.2	$ 181.0
Equity Earnings	$ 0.3	$ 0.0	$ 0.0	$ 0.0	$ 0.0
Depreciation and Amortization	$ 50.0	$ 50.9	$ 52.5	$ 55.3	$ 58.4
Unusual items*	$ 23.1	$ 0.4	$ 0.4	$ 0.4	$ 0.4
Adjusted EBITDA	$ 21.5	$ 79.6	$ 152.3	$ 200.9	$ 239.8

* Unusual items. (1) In 2009: $10.0 million in costs associated with restructuring initiatives, $12.7 million in professional fees (including waiver and refinancing fees associated with the Company's senior credit agreement) and $.4 million in share based compensation expenses under FAS 123R. (2) In 2010-2013: $.4 million in share based compensation expenses under FAS 123R.

This information in this Form 8-K is being "furnished" and will not be deemed "filed" for the purposes of Section 18 of the Exchange Act, or otherwise subject to the liabilities of that Section and will not be incorporated by reference into any registration statement or other document filed by the Company under the Securities Act or the Exchange Act, unless specifically identified therein as being incorporated by reference. The furnishing of the information in Item 7.01 of this Current Report on Form 8-K will not be deemed an admission (i) as to the materiality or completeness of any information in this Current Report that is required to be disclosed solely by Regulation FD, or (ii) that investors should consider this information before making an investment decision with respect to the Company.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

ACCURIDE CORPORATION

Date: October 15, 2009

/s/ Stephen A. Martin
Stephen A. Martin
Vice President / General Counsel

Exhibit B

Accuride Common Stock Valuation

The current restructuring proposal contemplated by Accuride grossly undervalues the Company. As is well-documented, the heavy duty truck industry is clearly in a cyclical trough that has been exasperated by the current recession. However, the current consensus in the analyst community is that a strong rebound is inevitable over the next few years, as customers begin to fulfill their deferred capital investment needs. Accordingly, investors are currently valuing other companies in the Truck & Engine OEM industry based on expected results in 2010/2011. We have performed our own valuation and determined that Accuride shares are worth approximately $6.00 per share based on historical mid-cycle trading multiples and current market multiples of publicly traded comparable companies. It should also be noted that Accuride shares have continued to actively trade post-filing. Based on current levels, the equity markets still think the equity is worth $10M (based on stock price of $0.22 on 10/20/09).

Mid-Cycle Enterprise Value / EBITDA Multiple Valuation:

After reviewing the projections that Accuride provided to bondholders (as disclosed in the 8-K filing on 10/15/09), we arrived at a conservative valuation of $6.04 per share. We arrived at this price by taking the average EBITDA over the next 5 years per management's projections and then applying a 7.0x enterprise value / EBITDA multiple to arrive at an implied enterprise value of $971.7M. The 7.0x multiple compares to a historical average of 7.3x for the broader Truck & Engine OEM industry per Goldman Sachs research dated 10/15/09 (see Appendix). We then backed out net debt as of 6/30/09 of $584.9M and an additional $100M for other claims and restructuring-related costs. This leaves $286.9M of value for equityholders, which equates to $6.04 per share assuming full dilution.

	Projections from 8-K					Full-Cycle
	2009	2010	2011	2012	2013	Average
Adjusted EBITDA	$21.5	$79.6	$152.3	$200.9	$239.8	$138.8
EBITDA Multiple						7.0x
Implied Enterprise Value						$971.7
Less:						
Net Debt as of 6/30/09						(584.9)
Other Claims/Restructuring Costs						(100.0)
Implied Equity Value						$286.9
Fully Diluted Shares Outstanding						47,507
Fair Value per Share						$6.04

2010 and 2011 Enterprise Value / EBITDA Multiple Valuation:

The second approach we took was to apply current trading multiples of Accuride's competitors to management's forecast. As of 10/15/09, Goldman Sachs calculated that the average enterprise value / EBITDA multiple for Cummins, Navistar, Oshkosh and Paccar was 10.5x 2010 EBITDA and 7.2x 2011 EBITDA (see Appendix). We then multiplied these industry average multiples to Accuride's 2010 and 2011 EBITDA projections to determine an implied enterprise value for each of these years. We then backed out net debt and other claims/restructuring costs to calculate implied equity values. Lastly, we divided the implied equity values by a fully diluted share count of 47.5M to arrive at an estimated fair value per share of $3.17 based on 2010E EBITDA and $8.58 based on 2011E EBITDA. The average of these two price targets is $5.87, in-line with our mid-cycle EBITDA valuation approach.

	2010E	2011E	2 Year Average
Accuride EBITDA Projections per 8-K	$79.6	$152.3	$116.0
Goldman Industry Average EV / EBITDA Multiple	10.5x	7.2x	–
Implied Enterprise Value	$835.5	$1,092.4	$963.9
Less:			
Net Debt as of 6/30/09	(584.9)	(584.9)	(584.9)
Other Claims/Restructuring Costs	(100.0)	(100.0)	(100.0)
Implied Equity Value	$150.7	$407.5	$279.1
Shares Outstanding	47,507	47,507	47,507
Fair Value per Share	$3.17	$8.58	$5.87

GS Machinery and Multi-Industry Weekly: Valuations and Fundamentals

Valuation Summary

Company	Ticker	Price 10/15/09	Rating	Target	Upside	Performance YTD	Performance Weekly	P/E 2009E	P/E 2010E	P/E 2011E	P/E Hist. Avg.	Relative P/E vs. Group 2009E	Relative P/E vs. Group 2010E	Relative P/E vs. Group 2011E	Hist. rel. Range	EV/EBITDA 2009E	EV/EBITDA 2010E	EV/EBITDA 2011E	EV/EBITDA Hist. Avg	EV/Sales 2009E	EV/Sales 2010E	EV/Sales 2011E	EV/Sales Hist. Avg	FCF yield 2009E	FCF yield 2010E
Machinery - Construction Equipment																									
Caterpillar	CAT	$54.77	Sell	$48	-12%	23%	3%	36.7	31.2	18.2	13.9	15%	44%	29%	(5%) - 5%	14.7	14.3	10.4	8.7	1.8	1.7	1.5	1.3	5%	6%
Terex	TEX	$23.26	Neutral	$19	-18%	34%	12%	NA	NA	16.0	11.0	NM	NM	13%	(30%) - 0%	NA	71.4	7.8	7.7	0.7	0.7	0.6	0.6	1%	7%
Average					-15%	28%	7%	36.7	31.2	17.1	12.4	15%	44%	21%		14.7	42.8	9.1	8.2	1.2	1.2	1.1	1.0	3%	6%
Machinery - Mining Equipment																									
Bucyrus	BUCY	$39.73	CL - Buy	$48	21%	115%	8%	10.6	16.2	13.5	NA	-66%	-25%	-5%	100% - 150%	6.9	9.5	8.2	NA	1.4	1.6	1.5	NA	8%	10%
Joy Global	JOYG	$52.24	Buy	$56	7%	128%	3%	12.3	19.0	15.8	NA	-61%	-12%	11%	35% - 60%	7.8	11.2	10.0	NA	1.7	2.1	1.9	NA	5%	6%
Average					14%	121%	6%	11.6	17.6	14.6	NA	-64%	-19%	3%		7.3	10.4	9.1	NA	1.5	1.8	1.7	NA	6%	8%
Machinery - Ag Equipment																									
Agco	AGCO	$25.92	Neutral	$33	23%	14%	0%	21.1	23.4	13.8	13.0	-38%	8%	-3%	(20%) - 10%	8.4	9.0	6.5	7.4	0.5	0.6	0.5	0.7	8%	0%
Case New Holland	CNH	$16.87	Sell	$16	-15%	21%	14%	NA	NA	15.7	16.6	NM	NM	10%	20% - 35%	12.9	11.6	8.6	10.9	0.8	0.9	0.8	0.9	7%	3%
Deere	DE	$44.05	Neutral	$52	18%	15%	2%	15.5	18.7	13.3	14.9	-52%	-14%	-6%	(5%) - 10%	8.2	8.6	6.9	9.1	1.1	1.2	1.1	1.1	1%	5%
Average					6%	17%	6%	18.3	21.1	14.3	14.8	-45%	-3%	1%		9.8	9.7	7.3	8.8	0.8	0.9	0.8	0.9	5%	3%
Machinery - Truck & Engine OEMs																									
Cummins	CMI	$49.26	Buy	$56	14%	84%	4%	34.0	24.7	14.9	12.1	8%	14%	5%	(30%) - 15%	12.1	10.4	7.5	7.3	1.1	1.1	0.9	0.6	11%	4%
Navistar	NAV	$38.24	Neutral	$52	36%	79%	2%	13.2	13.0	5.6	14.9	-59%	-40%	-58%	(40%) - (10%)	7.3	7.1	4.9	7.5	0.6	0.5	0.6	0.6	33%	5%
Oshkosh	OSK	$33.75	Neutral	$38	13%	280%	0%	32.4	9.9	11.9	14.1	1%	-55%	-16%	10% - 35%	9.9	6.4	7.2	7.6	0.8	0.7	0.8	1.0	12%	11%
Paccar	PCAR	$38.12	Neutral	$38	0%	33%	2%	NA	39.4	17.0	13.1	NM	81%	20%	(25%) - 20%	37.4	18.1	9.1	6.9	1.8	1.5	1.2	1.2	1%	2%
Average					15%	119%	2%	26.5	21.7	12.4	13.5	-17%	0%	-12%		16.7	10.5	7.2	7.3	1.1	1.0	0.9	0.8	14%	6%
Construction Products																									
Mueller Water Products	MWA	$5.50	Neutral	$6.25	14%	-35%	7%	NM	NM	16.3	17.0	NM	NM	15%	0% - 40%	16.8	9.7	5.5	7.0	1.1	1.1	0.9	2.3	20%	3%
Machinery Average					8%	66%	5%	22.0	21.7	14.4	14.0					12.9	15.6	7.7	7.9	1.1	1.1	1.0	1.0	9%	5%
Multi-Industry																									
3M	MMM	$76.77	Buy	$95	24%	33%	3%	17.7	16.3	14.2	19.1	11%	-7%	0%	0% - 25%	10.3	9.7	9.0	10.0	2.7	2.6	2.4	2.8	7%	8%
Cooper Industries	CBE	$39.40	Neutral	$42	7%	35%	0%	16.4	14.9	13.2	13.8	-11%	-15%	-8%	(20%) - 0%	11.8	11.0	10.0	8.3	1.6	1.7	1.6	1.4	8%	9%
Danaher	DHR	$69.80	Buy	$85	22%	23%	5%	20.8	18.1	15.7	20.9	21%	4%	10%	15% - 30%	14.7	12.8	11.5	11.0	2.4	2.3	2.2	2.2	6%	7%
Dover	DOV	$40.34	Buy	$44	9%	23%	4%	22.5	18.3	14.7	16.9	1%	5%	3%	(10%) - 15%	10.5	9.1	8.2	9.7	1.6	1.6	1.5	1.6	9%	8%
Eaton	ETN	$60.19	Neutral	$61	1%	21%	6%	30.1	20.4	13.8	12.9	-12%	-17%	-3%	(30%) - (10%)	11.6	9.4	8.0	7.9	1.4	1.3	1.2	1.1	10%	10%
Emerson Electric	EMR	$39.83	Neutral	$44	10%	9%	2%	20.0	18.8	15.9	18.1	11%	7%	12%	5% - 20%	10.9	10.1	9.2	9.9	1.7	1.8	1.7	1.8	9%	6%
General Electric	GE	$16.79	Buy	$18	7%	4%	4%	16.5	18.2	12.7	16.9	-14%	4%	-11%	(5%) - 15%	13.6	14.2	9.4	15.1	1.8	1.9	1.8	4.2	7%	6%
Graco Inc	GGG	$29.25	Neutral	$30	3%	23%	4%	41.5	24.3	18.2	14.9	18%	39%	28%	(5%) - 15%	16.8	11.9	10.2	8.6	3.6	3.3	3.0	3.4	6%	6%
Grainger	GWW	$95.42	Neutral	$112	17%	21%	7%	17.9	15.9	13.6	17.1	1%	-9%	-4%	(5%) - 15%	9.3	8.5	7.4	8.3	1.2	1.1	1.1	0.9	8%	5%
Honeywell	HON	$37.76	Neutral	$46	22%	15%	2%	13.2	13.2	11.8	16.0	-8%	-24%	-17%	(10%) - 10%	9.3	8.7	8.9	8.9	1.3	1.3	1.2	1.4	11%	8%
IDEX Corp.	IEX	$29.33	Neutral	$32	9%	21%	3%	21.2	19.0	16.9	16.0	9%	9%	11%	0% - 15%	11.8	10.8	9.6	9.1	2.3	2.2	2.0	2.1	6%	7%
Illinois Tool Works	ITW	$45.38	CL - Buy	$55	21%	29%	1%	26.6	18.2	14.9	18.1	14%	4%	4%	(5%) - 20%	14.0	10.9	9.4	10.0	1.9	1.8	1.7	2.1	7%	6%
Ingersoll Rand	IR	$34.27	Neutral	$38	11%	98%	8%	20.8	16.7	12.5	13.4	-13%	-5%	-13%	(30%) - (15%)	11.1	11.9	9.8	8.5	1.3	1.3	1.2	1.2	11%	7%
ITT	ITT	$54.54	Neutral	$62	14%	18%	9%	15.0	14.2	12.4	14.5	-11%	-19%	-13%	(5%) - 15%	9.8	9.4	8.9	7.5	1.2	1.2	1.2	1.0	9%	8%
Kennametal	KMT	$25.39	Sell	$23	-9%	14%	6%	NA	21.6	15.9	13.1	-9%	24%	11%	(25%) - (5%)	21.5	9.5	7.9	7.0	1.4	1.2	1.1	1.0	3%	3%
Parker Hannifin	PH	$53.51	Sell	$52	-3%	26%	3%	48.2	20.2	16.5	14.1	1%	16%	15%	(25%) - 5%	13.9	9.6	8.7	7.7	1.3	1.2	1.2	1.0	11%	7%
Pentair	PNR	$32.45	Neutral	$36	11%	37%	6%	22.3	18.0	15.1	14.3	6%	3%	6%	(15%) - 15%	11.9	10.5	9.4	7.9	1.6	1.6	1.5	1.1	7%	7%
Roper Industries	ROP	$52.16	Buy	$62	19%	20%	4%	20.1	18.0	15.1	19.3	14%	3%	6%	10% - 35%	11.4	10.7	9.9	12.1	2.9	2.8	2.6	2.6	7%	7%
SPX Corp.	SPW	$68.75	Neutral	$68	16%	45%	0%	14.5	14.2	12.1	15.0	-11%	-19%	-15%	(30%) - 10%	8.1	8.1	7.5	8.3	0.9	0.9	0.9	1.3	11%	12%
Tyco	TYC	$35.54	Neutral	$39	10%	65%	-2%	16.0	14.2	12.7	13.2	-12%	-19%	-11%	(15%) - 5%	7.6	7.0	6.8	6.5	1.2	1.2	1.1	1.0	8%	9%
United Technologies	UTX	$64.40	Buy	$77	20%	20%	4%	15.9	14.2	12.6	16.2	-5%	-19%	-11%	(10%) - 10%	9.6	8.8	8.3	9.5	1.4	1.4	1.4	1.2	7%	9%
Multi-Industry Average					11%	29%	4%	21.9	17.6	14.3	15.9					11.9	10.1	8.9	9.1	1.8	1.7	1.6	1.7	8%	7%
Goldman Sachs Coverage Average					10%			21.9	18.7	14.3	16.3					12.2	12.1	8.4	8.7	1.5	1.5	1.4	1.5	8%	6%
S&P 500	SPX	$ 1,097				21%	3%	15.9	13.5																

Note: We base targets on 2011E EPS, and use a 12-month time frame.
(1) Average valuation multiples are the average of 1996 to 2008.
(2) All estimates are calendar year.
(3) S&P EPS Estimates (GS Estimates) excludes provisions and writedowns
(4) Machinery Relative P/E vs group relative to Machinery companies, Multi-Industry relative P/E versus Multi-Industrys
Source: Company data, Goldman Sachs Research estimates.

Exhibit C

Jefferies & Company, Inc.
Member SIPC

Accuride Corp.

Preliminary Materials

October 2009

Jefferies

CONFIDENTIAL DRAFT

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Preliminary Discussion Materials

Preliminary DCF Analysis

($ millions, except per share amounts)

NOTE: *The analyses below do not incorporate any value that may be ascribed to non-operating and other assets such as NOLs and real estate. These analyses are preliminary, are based on publicly available information and were performed for the purpose of assessing whether Accuride appears to be hopelessly insolvent, not for purposes of determining the enterprise valuation of the Debtor.*

Preliminary DCF Analysis (1)

	For the Years Ended December 31,			
	2010	2011	2012	2013
EBITDA	$79.6	$152.3	$200.9	$239.8
D&A	50.9	52.5	55.3	58.4
EBIT	28.7	99.8	145.6	181.4
Taxes @ 40% (2)	11.5	39.9	58.2	72.6
Profit after Tax	17.2	59.9	87.4	108.8
D&A	50.9	52.5	55.3	58.4
Change in Work. Cap. (3)	(2.0)	(2.0)	(2.0)	(2.0)
CapEX	(17.0)	(30.6)	(36.0)	(36.0)
Free Cash Flow	$49.1	$79.8	$104.7	$129.2
Discount Factor	86.6%	75.0%	64.9%	56.2%

Terminal EBITDA	$239.8
Terminal Multiple (4)	6.5x
Terminal Value	$1,558.7
WACC (5)	15.5%
PV of Terminal Value	$875.9
PV of FCF	242.9
Estimated TEV	$1,118.7
Estimated Claims Hurdle (6)	$761.2
Residual Equity Value	$357.5
Fully Diluted Shares Outstanding (7)	36.252
Implied Stock Price	$9.86

Implied Stock Price Sensitivity

WACC	Terminal EBITDA Multiple 6.0x	6.5x	7.0x
17.5%	$6.22	$7.96	$9.69
15.5%	8.00	9.86	11.72
13.5%	9.94	11.93	13.93

(1) The financial projections are from Accuride's 8-K filed on 10/15/09. Jefferies discounted Accuride's future cash flows to January 1, 2010.
(2) This analysis does not include the benefit of any favorable tax attributes that Accuride's CFO discussed in his declaration filed with the Court.
(3) The cash impact from changes in working capital was not provided in the Debtors' forecast filed by 8-K on 10/15/2009. Jefferies has utilized Accuride's five-year historical average for changes in working capital.
(4) Source: CapitalIQ; based on 5-year historical average TEV/LTM EBITDA multiples for the following publicly traded companies identified in Accuride's 10-K: Arvin Meritor Inc. (NYSE:ARM), Commercial Vehicle Group Inc. (NasdaqGS:CVGI), Cummins Inc. (NYSE:CMI), Eaton Corporation (NYSE:ETN), and Stoneridge Inc. (NYSE:SRI).
(5) The Weighted Average Cost of Capital ("WACC") incorporates the CAPM cost of equity based on the capitalization of the aforementioned companies.
(6) Estimated claims hurdle used in the residual value analysis is assumed to be on the high end of the predicted range.
(7) Per the Company's 9/30/09 10-Q, there were 0.55 million of stock options, 1.12 million of stock appreciation rights and a warrant exercisable for 12.27 million shares that were excluded from Accuride's calculation of 36.3 million fully diluted shares because the effect of including them would be anti-dilutive

Jefferies

Preliminary Discussion Materials

Preliminary Estimated Claims Hurdle
($ millions)

- The preliminary estimated claims analysis assumes secured and unsecured claims receive post-petition accrued interest at their contractual rates
- The high scenario assumes the DIP is fully drawn
- Neither the high or low scenario include any benefit from available cash on hand

Preliminary Estimated Claims Hurdle

Claim	Total Claims Low	-	High
DIP	$0.0	-	$50.0
U.S. Revolver [1]	27.1	-	27.1
Canadian Revolver [1]	31.8	-	31.8
U.S. Term Loan [1]	235.8	-	235.8
Sun Capital Last-out Term Loan [1]	73.5	-	73.5
Total Secured Debt	368.2	-	418.2
8.5% Senior Sub Notes due 2/1/15	$298.4	-	$298.4
Industrial Revenue Bonds	3.1	-	3.1
Sun Capital Series A Preferred	-	-	-
Total Estimated Claims	669.7	-	719.7
Potential Trade Claims [2]	41.6	-	41.6
Total Claims	$711.2	-	$761.2

Note: Analysis assumes the Company exits bankruptcy 1 year after the petition date.
(1) Applicable margin on U.S. Revolver, Canadian Revolver, U.S. Term Loan and Sun Capital Last-out Term Loan assumed to be L+250; with a default premium of 2.00%. Libor is assumed to be 0.50% for the period.
(2) Potential trade claims represents the Company's balance of accounts payable per the 10-Q for the period ending 6/30/2009. These claims are assumed to accrue at the 10 year Treasury rate; which is 3.47% as of 10/23/2009.

Exhibit D

FleetOwner

Class 5-7 truck sales to drop 44% this year

Jul 15, 2009 1:03 PM, By Brian Straight, managing editor

The economy is taking its toll on the North American medium-duty truck market. For starters, General Motors announced at the beginning of June it would shut down its medium-duty business—effectively withdrawing around 22,000 Class 5-7 trucks out of the market each year.

"Coupled with continued weak demand, the General Motors announcement to exit the space sent shock waves through the system," said Steve Tam, vp-commercial vehicle sector with ACT Research. "Production will continue to be weaker into 2010 as GM inventories are worked off."

In its latest N.A. Commercial Vehicle Outlook, ACT Research predicts Class 5-7 production will decline 44% in 2009 before regaining half of that fall in 2010. "The industry is still under pressure," Tam told Fleet Owner. "The economy is still not doing well...we still have a way to go before we get back to normal."

The report indicates North American medium-duty production will settle at 88,300 vehicles this year, which is down from previous forecasts. In 2008, 157,600 trucks were produced. ACT anticipates the market recouping some of that loss next year, with production rebounding to 123,400. "We hope we've taken all the downside risk out of the report at this point," Tam noted.

Trailer and Class 8 production numbers are also not good, but ACT did not feel the need to revise those figures downward. ACT believes "we're at or near the bottom" in those categories, Tam said.

ACT predicts Class 8 production to be 106,000 in 2009, down from 205,200, and rebounding to 165,700 next year as new Environmental Protection Agency emissions rules kick in. Tam indicated that production will continue to slowly improve as the economy improves. "We have to remember that there are a lot of trucks unemployed, too," he said, pointing to the excess capacity in the marketplace due to carriers parking vehicles.

Trailer sales, which have been particularly hard hit by the economy, won't improve much as production remains low. U.S. production numbers for 2009 are anticipated to come in at 75,900, ACT said, bouncing back to 133,900 in 2010. Production in 2008 stood at 145,600 units.

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