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.	)	

JOINT PLAN OF REORGANIZATION FOR ACCURIDE CORPORATION, *et al.*

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Dated: November 17, 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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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 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-A[___] 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. For the avoidance of doubt, based on the foregoing calculations, (a) if Class 10 votes 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 _____ __, 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., Ryerson, Dawlen Corporation, B&D Thread Rolling, Inc. and Church Electric, and in the case of each of the foregoing, their respective successors and assigns.

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, and the DIP Agent (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 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.

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 or Filed with the Plan Supplement. 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 vote to accept the Plan, and (ii) [183,750,000] shares of New Common Stock, if the Holders of Accuride Other Equity Interests do not vote to accept the Plan. If the Holders of Accuride Other Equity Interests 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 pursuant to this Plan, substantially in the form of Exhibit E attached hereto or Filed with the Plan Supplement, exercisable for the 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.

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," 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 forms 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 Approving Rights Offering,] entered by the Bankruptcy Court on _____ __, 2009, [Docket No. _____], 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 that is an "accredited investor" as defined in Rule 501(a) of Regulation D under the Securities Act, 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 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 _____ __, 2009 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 _____ ___, 2009, 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 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.

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 and Secured Lenders' 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 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, any 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

Class	Claim	Status	Voting Rights
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 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)

(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 Reorganized Debtors' business operations and not on the Effective Date or (ii) otherwise rendered not impaired pursuant to section 1124 of the Bankruptcy Code, 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 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 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 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 Allowed Accuride Other Equity Interests 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 [122,500,000] shares if Class 10 votes to reject the Plan or [125,000,000] shares if the Class 10 votes 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 Class 10 votes 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, with the prior written consent of the Ad Hoc Noteholders Group, 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 Board of Directors of Reorganized Accuride 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 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 3. 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 4 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 4 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.

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 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 Facility 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 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

After the Effective Date, the Committee shall dissolve automatically and its members 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: _____ ___, 2009

Respectfully submitted,

ACCURIDE CORPORATION, on behalf of itself and its direct and indirect subsidiaries listed below

By: _____

Title: _____

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
Viking Properties/Woodward Realty	Woodward, LLC 7321 Eagle Crest Boulevard Evansville, IN 47715 Attn: Robert Woodward, Jr.	Lease of real property in Evansville, IN dated June 1, 2008	Lease expires May 30, 2023

Exhibit A
Amended Organizational Documents

AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
ACCURIDE CORPORATION

It is hereby certified that:

1: The name of the corporation (hereinafter called the "Corporation") is Accuride Corporation.

2: The Corporation was incorporated on November 14, 1986 under the name "United States Wheel Corp.".

3: The provision for making this Amended and Restated Certificate of Incorporation is contained in the Chapter 11 Joint Plan of Reorganization for Accuride Corporation, et al., as approved by the United States Bankruptcy Court for the District of Delaware on [____], 2010.

4: Pursuant to Sections 242, 245 and 303 of the General Corporation Law of the State of Delaware, the Certificate of Incorporation of the Corporation is hereby amended and restated in its entirety to read as follows:

ARTICLE I

NAME

The name of the corporation is Accuride Corporation (the "Corporation").

ARTICLE II

REGISTERED OFFICE

The address of the Corporation's registered office in the State of Delaware is 1209 Orange Street, in the City of Wilmington, County of New Castle, and the name of its registered agent at that address is The Corporation Trust Company.

ARTICLE III

PURPOSE

The purpose of the Corporation is to engage in any lawful activity for which corporations may be organized under the General Corporation Law of the State of Delaware (the "DGCL").

ARTICLE IV

CAPITAL STOCK

Section 1. Authorized Shares. This Corporation is authorized to issue two classes of stock to be designated, respectively, "Common Stock" and "Preferred Stock." The total number of shares which the Corporation is authorized to issue is **[•]** million (**[•]**) shares, of which **[•]** million (**[•]**) shares shall be Common Stock and **[•]** million (**[•]**) shares shall be Preferred Stock. The Common Stock shall have a par value of one cent ($0.01) per share and the Preferred Stock shall have a par value of one cent ($0.01) per share.

Section 2. Common Stock. Except as otherwise provided in this Amended and Restated Certificate of Incorporation or by applicable law, the voting, dividend and liquidation rights of the holders of Common Stock are as follows:

(a) *Voting Rights*. Each record holder of Common Stock shall be entitled at any annual or special meeting of stockholders with respect to each share of Common Stock held by such holder as of the applicable record date, to one vote per share in person or by proxy on all matters submitted to a vote of the stockholders of the Corporation. There shall be no cumulative voting. The Corporation shall not issue any non-voting equity securities.

Notwithstanding the foregoing, except as otherwise required by applicable law, holders of Common Stock, as such, shall not be entitled to vote on any amendment to this Amended and Restated Certificate of Incorporation (including any Certificate of Designations (as defined below) filed with the Secretary of State establishing the terms of a series of Preferred Stock in accordance with Section 3 of this Article IV) that relates solely to the terms of one or more outstanding series of Preferred Stock if the holders of such affected series of Preferred Stock are entitled, either separately or together with the holders of one or more other such series, to vote

thereon pursuant to applicable law or this Amended and Restated Certificate of Incorporation (including any certificate filed with the Secretary of State establishing the terms of a series of Preferred Stock in accordance with Section 3 of this Article IV).

(b) *Dividends and Distributions*. Except as may be provided in any Certificate of Designations for any series of Preferred Stock outstanding at the time, the holders of Common Stock shall be entitled to receive such dividends and other distributions in cash, property or shares of stock of the Corporation as may be declared thereon by the Board of Directors from time to time out of assets or funds of the Corporation legally available therefor.

(c) *Liquidation Rights*. Except as may be provided in any Certificate of Designations for any series of Preferred Stock outstanding at the time, in the event of any dissolution, liquidation or winding-up of the affairs of the Corporation, whether voluntary or involuntary, after payment or provision for payment of the debts and other liabilities of the Corporation, the remaining assets and funds of the Corporation, if any, shall be divided among and paid ratably to the holders of Common Stock then outstanding in proportion to the number of shares held by them.

Section 3. Preferred Stock. The Board of Directors is authorized, subject to limitations prescribed by law, to provide by resolution or resolutions for the issuance of a share or shares of Preferred Stock in one or more series and, by filing a certificate of designation with the Secretary of State pursuant to the DGCL setting forth a copy of such resolution or resolutions (a "Certificate of Designations"), to establish from time to time the number of shares to be included in each such series, and to fix the designation, powers, preferences, and rights of the shares of each such series and the qualifications, limitations, and restrictions thereof. Each series of the Preferred Stock shall be appropriately designated by a distinguishing letter or title, prior to the issue of any shares thereof. The authority of the Board of Directors with respect to the Preferred Stock and any series shall include, but not be limited to, determination of the following:

(a) the number of shares constituting any series and the distinctive designation of that series;

(b) the dividend rate on the shares of any series, whether dividends shall be cumulative, the conditions and date or dates, and the relative rights of priority, if any, of payment of dividends on shares of that series;

(c) the voting rights for the shares of any series, in addition to the voting rights provided by applicable law, and the number of votes per share and the terms and conditions of such voting rights;

(d) whether any series shall have conversion privileges and, if so, the terms and conditions of conversion, including provision for adjustment of the conversion rate upon such events as the Board of Directors shall determine;

(e) whether the shares of any series shall be redeemable and, if so, the terms and conditions of such redemption, including the date or dates upon or after which they shall be redeemable and the amount per share payable in case of redemption, which amount may vary under different conditions and at different redemption dates;

(f) whether any series shall have a sinking fund for the redemption or purchase of shares of that series, and, if so, the terms and amount of such sinking fund;

(g) the rights of the shares of any series in the event of voluntary or involuntary dissolution or winding up of the Corporation, and the relative rights of priority, if any, of payment of shares of that series; and

(h) any other powers, preferences, rights, qualifications, limitations, and restrictions of any series.

Notwithstanding the provisions of Section 242(b)(2) of the DGCL, the number of authorized shares of Preferred Stock and Common Stock may, without a class or series vote, be increased or decreased (but not below the number of shares thereof then outstanding) from time to time by the affirmative vote of the holders of at least a majority of the voting power of the Corporation's then outstanding capital stock, voting together as a single class.

Section 4. 7.5% Senior Convertible Notes. In addition to the foregoing, so long as any obligations under the Corporation's 7.5% Senior Convertible Notes due 2020 (the "Convertible Notes"), outstanding pursuant to that certain Indenture, dated as of [ ], 2010, by and between the Corporation and [ ] (the "Convertible Notes Indenture") remain outstanding and not discharged in full, the holders of the Convertible Notes shall have the right to vote, as provided herein pursuant to Section 221 of the DGCL. The holders of the Convertible Notes shall be entitled to vote upon all matters upon which holders of any class or classes of Common Stock have the right to vote. The number of votes represented by each Convertible Note shall be equal to the largest number of whole shares of Common Stock (rounded down to the nearest whole share) into which such Convertible Note may be converted, in accordance with the Convertible Notes Indenture, at the record date for the determination of the stockholders entitled to vote on such matters or, if no such record date is established, at the date such vote is taken. Except as provided in this Section 4 or as otherwise required by applicable law, the holders of the Convertible Notes shall have no right or power to vote at a meeting of stockholders or to express consent or dissent to corporate action in writing without a meeting.

ARTICLE V

BOARD OF DIRECTORS

Section 1. Powers of the Board. The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors. In addition to the powers and authority expressly conferred upon them by applicable law or by this Amended and Restated

Certificate of Incorporation or the Bylaws of the Corporation, the directors are hereby empowered to exercise all such powers and do all such acts and things as may be exercised or done by the Corporation.

Section 2. Number of Directors. The total number of directors constituting the entire Board of Directors shall be determined as set forth in the Bylaws of the Corporation, with the precise number of directors to be determined from time to time exclusively by a vote of a majority of the entire Board of Directors, but in no case will a decrease in the number of directors shorten the term of any incumbent director.

Section 3. Removal of Directors. Except as may be provided in any Certificate of Designations for any series of Preferred Stock with respect to any directors elected by the holders of such series and except as otherwise required by applicable law, any or all of the directors of the Corporation may be removed from office, with or without cause, only by the affirmative vote of the holders of at least a majority of the voting power of the Corporation's then outstanding capital stock entitled to vote generally in the election of directors, voting together as a single class.

Section 4. Vacancies. Except as may be provided in any Certificate of Designations for any series of Preferred Stock with respect to any directors elected (or to be elected) by the holders of such series, any vacancies in the Board of Directors for any reason and any newly created directorships resulting by reason of any increase in the number of directors may be filled only by the Board of Directors (and not by the stockholders), acting by majority of the remaining directors then in office, although less than a quorum, or by a sole remaining director, and any directors so appointed shall hold office until the next meeting of stockholders at which directors are to be elected and until their successors are elected and qualified.

Section 5. Bylaws. The Board of Directors of the Corporation shall have the power to adopt, amend, alter, change or repeal any and all Bylaws of the Corporation. In addition, the stockholders of the Corporation may adopt, amend, alter, change or repeal any and all Bylaws of the Corporation by the affirmative vote of the holders of at least sixty six and 2/3rds percent (66 2/3^{rds} %) of the voting power of the Corporation's then outstanding capital stock, voting together as a single class.

Section 6. Elections of Directors. Elections of directors need not be by written ballot unless otherwise provided in the Bylaws of the Corporation.

Section 7. Officers. Except as otherwise expressly delegated by resolution of the Board of Directors, the Board of Directors shall have the exclusive power and authority to appoint and remove officers of the Corporation.

ARTICLE VI

STOCKHOLDERS

Section 1. Actions by Consent. Except as may be provided in any Certificate of Designations for any series of Preferred Stock, any action required or permitted to be taken by the stockholders of the Corporation must be effected at a duly called annual or special meeting of such stockholders and may not be effected by any written consent in lieu of a meeting by such stockholders.

Section 2. Special Meetings of Stockholders. Except as may be provided in a resolution or resolutions of the Board of Directors providing for any series of Preferred Stock, special meetings of stockholders of the Corporation may be called only by the Chairman of the Board of Directors or by the Secretary upon direction of the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors.

ARTICLE VII

DIRECTOR LIABILITY

A director of the Corporation shall not be liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent such exemption from liability or limitation thereof is prohibited by the DGCL as it presently exists or may hereafter be amended; provided, that no subsequent amendment shall adversely affect any right of a director with respect to any event occurring prior to the time of such amendment. Any amendment, modification or repeal of the foregoing sentence shall not adversely affect any right arising prior to the time of such amendment, modification or repeal.

ARTICLE VIII

INDEMNIFICATION

Section 1. Right of Indemnification. The Corporation shall indemnify and hold harmless, to the fullest extent not prohibited by applicable law as it presently exists or may hereafter be amended, any person (a "Covered Person") who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "Proceeding"), by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was a director or officer of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys' fees) reasonably incurred by such Covered Person. Notwithstanding the preceding sentence, except as otherwise provided in Section 3 of this Article VIII, the Corporation shall be required to indemnify a Covered Person in connection with a Proceeding (or part thereof) commenced by

such Covered Person only if the commencement of such Proceeding (or part thereof) by the Covered Person was authorized in the specific case by the Board of Directors.

Section 2. Prepayment of Expenses. The Corporation shall to the fullest extent not prohibited by applicable law pay the expenses (including attorneys' fees) incurred by a Covered Person in defending any Proceeding in advance of its final disposition, provided, however, that, to the extent required by law, such payment of expenses in advance of the final disposition of the Proceeding shall be made only upon receipt of an undertaking by the Covered Person to repay all amounts advanced if it should be ultimately determined that the Covered Person is not entitled to be indemnified for such amounts under this Article VIII or otherwise.

Section 3. Claims. If a claim for indemnification (following the final disposition of the Proceeding with respect to which indemnification is sought, including any settlement of such Proceeding) or advancement of expenses under this Article VIII is not paid in full within thirty days after a written claim therefor by the Covered Person has been received by the Corporation, the Covered Person may file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expense of prosecuting such claim to the fullest extent not prohibited by applicable law. In any such action the Corporation shall have the burden of proving that the Covered Person is not entitled to the requested indemnification or advancement of expenses under this Article VIII and applicable law.

Section 4. Non-Exclusivity of Rights. The rights conferred on any Covered Person by this Article VIII shall not be exclusive of any other rights which such Covered Person may have or hereafter acquire under any statute, any other provision of this Amended and Restated Certificate of Incorporation, the Bylaws of the Corporation, or any agreement, vote of stockholders or disinterested directors or otherwise.

Section 5. Amendment or Repeal. Any right to indemnification or to advancement of expenses of any Covered Person arising hereunder shall not be eliminated or impaired by an amendment to or repeal of this Article VIII after the occurrence of the act or omission that is the subject of the Proceeding for which indemnification or advancement of expenses is sought.

Section 6. Other Indemnification and Advancement of Expenses. This Article VIII shall not limit the right of the Corporation, to the extent and in the manner permitted by law, to indemnify and to advance expenses to persons other than Covered Persons when and as authorized by appropriate corporate action.

ARTICLE IX

AMENDMENT

The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Amended and Restated Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and, except as otherwise provided in this Amended and Restated

Certificate of Incorporation or by applicable law, all rights conferred on stockholders and/or directors herein are granted subject to this reservation.

* * *

IN WITNESS WHEREOF, ACCURIDE CORPORATION has caused this Amended and Restated Certificate of Incorporation to be executed by its duly authorized officer this ___ day of ____, 2010.

ACCURIDE CORPORATION

By:_____
Name:
Title:

AMENDED AND RESTATED BYLAWS

OF

ACCURIDE CORPORATION

(A DELAWARE CORPORATION)

(_____, 2010)

TABLE OF CONTENTS

AMENDED AND RESTATED

BYLAWS

OF

ACCURIDE CORPORATION

(A DELAWARE CORPORATION)

ARTICLE I.
OFFICES

Section 1.1 Offices. In addition to the Corporation's registered office in the State of Delaware, as provided for in the Amended and Restated Certificate of Incorporation of the Corporation (the "Certificate of Incorporation"), the Corporation may also have and maintain an office or principal place of business at such place as may be fixed by the Board of Directors, and may also have offices at such other places, both within and without the State of Delaware, as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE II.
CORPORATE SEAL

Section 2.1 Corporate Seal. The corporate seal shall consist of a die bearing the name of the Corporation and the inscription, "Corporate Seal-Delaware." Said seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

ARTICLE III.
STOCKHOLDERS' MEETING

Section 3.1 Place of Meetings. Meetings of the stockholders of the Corporation shall be held at such place, either within or without the State of Delaware, as may be designated from time to time by the Board of Directors. The Board of Directors may determine that the meeting shall not be held at any place, but instead shall be held solely by means of remote communication as provided under the General Corporation Law of the State of Delaware, as amended (the "DGCL").

Section 3.2 Annual Meeting. To the extent required by applicable law, an annual meeting of stockholders of the Corporation shall be held each year at such date and time designated by the Board of Directors. At each annual meeting of stockholders, directors shall be elected and any other proper business may be transacted.

Section 3.3 Notice of Business to be Brought Before a Meeting.

(a) At an annual meeting of the stockholders, only such business shall be conducted as shall have been properly brought before the meeting. To be properly brought before an annual meeting, business must be (i) brought before the meeting by the Corporation

and specified in the notice of meeting given by or at the direction of the Board of Directors, (ii) brought before the meeting by or at the direction of the Board of Directors, including by any committees or persons appointed by the Board of Directors, or (iii) otherwise properly brought before the meeting by a stockholder who (A) was a stockholder of record (and, with respect to any beneficial owner, if different, on whose behalf such business is proposed, only if such beneficial owner was the beneficial owner of shares of the Corporation) both at the time of giving the notice provided for in this Section 3.3 and at the time of the meeting, (B) is entitled to vote at the meeting, and (C) has complied with this Section 3.3 as to such business. Except for proposals properly made in accordance with Rule 14a-8 under the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder (as so amended and inclusive of such rules and regulations, the "Exchange Act"), and included in the notice of meeting given by or at the direction of the Board of Directors, the foregoing clause (iii) shall be the exclusive means for a stockholder to propose business to be brought before an annual meeting of the stockholders. Stockholders shall not be permitted to propose business to be brought before a special meeting of the stockholders, and the only matters that may be brought before a special meeting are the matters specified in the notice of meeting given by or at the direction of the person calling the meeting pursuant to Section 3.5. Stockholders seeking to nominate persons for election to the Board of Directors must comply with Section 3.4, and this Section 3.3 shall not be applicable to nominations except as expressly provided in Section 3.4.

(b) Without qualification, for business to be properly brought before an annual meeting by a stockholder, the stockholder must (i) provide Timely Notice (as defined below) thereof in writing and in proper form to the Secretary of the Corporation, (ii) provide any updates or supplements to such notice at the times and in the forms required by this Section 3.3, (iii) if the stockholder or the beneficial owner, if different, on whose behalf such business is proposed, has provided the Corporation with a Solicitation Notice (as defined in Section 3.3(c)), deliver a proxy statement and form of proxy to holders of at least the percentage of the Corporation's voting shares required under applicable law to carry any such proposal and must have included in such materials the Solicitation Notice, and (iv) if no Solicitation Notice relating thereto has been timely provided to the Corporation, not solicit proxies in support of such proposal. To be timely, a stockholder's notice must be delivered to, or mailed and received at, the principal executive offices of the Corporation not less than ninety days nor more than one hundred twenty days prior to the one-year anniversary of the preceding year's annual meeting; provided, however, that if the date of the annual meeting is more than thirty days before or more than sixty days after such anniversary date, notice by the stockholder to be timely must be so delivered, or mailed and received, not later than the ninetieth day prior to such annual meeting or, if later, the tenth day following the day on which public disclosure of the date of such annual meeting was first made (such notice within such time periods, "Timely Notice"). In no event shall any adjournment of an annual meeting or the announcement thereof commence a new time period for the giving of Timely Notice as described above.

(c) To be in proper form for purposes of this Section 3.3, a stockholder's notice to the Secretary shall set forth:

(1) As to each Proposing Person (as defined below in this Section 3.3(c)), (A) the name and address of such Proposing Person (including, if applicable, the name and address that appear on the Corporation's books and records); (B) the class or series and

number of shares of the Corporation that are, directly or indirectly, owned of record or beneficially owned (within the meaning of Rule 13d-3 under the Exchange Act) by such Proposing Persons, except that such Proposing Person shall in all events be deemed to beneficially own any shares of any class or series of the Corporation as to which such Proposing Person has a right to acquire beneficial ownership at any time in the future; and (C) whether such Proposing Person intends to deliver a proxy statement and form of proxy to holders of at least the percentage of the Corporation's voting shares required under applicable law to carry the proposal (an affirmative statement of such intent, a "Solicitation Notice") (the disclosures to be made pursuant to the foregoing clauses (A) through (C) are referred to as "Stockholder Information");

(2) As to each Proposing Person, (A) any derivative, swap or other transaction or series of transactions engaged in, directly or indirectly, by such Proposing Person, the purpose or effect of which is to give such Proposing Person economic risk similar to ownership of shares of any class or series of the Corporation, including due to the fact that the value of such derivative, swap or other transactions are determined by reference to the price, value or volatility of any shares of any class or series of the Corporation, or which derivative, swap or other transactions provide, directly or indirectly, the opportunity to profit from any increase in the price or value of shares of any class or series of the Corporation ("Synthetic Equity Interests"), which such Synthetic Equity Interests shall be disclosed without regard to whether (x) such derivative, swap or other transactions convey any voting rights in such shares to such Proposing Person, (y) the derivative, swap or other transactions are required to be, or are capable of being, settled through delivery of such shares or (z) such Proposing Person may have entered into other transactions that hedge or mitigate the economic effect of such derivative, swap or other transactions, (B) any proxy (other than a revocable proxy or consent given in response to a solicitation made pursuant to, and in accordance with, Section 14(a) of the Exchange Act by way of a solicitation statement filed on Schedule 14A), agreement, arrangement, understanding or relationship pursuant to which such Proposing Person has or shares a right to vote any shares of any class or series of the Corporation, (C) any agreement, arrangement, understanding or relationship, including any repurchase or similar so-called "stock borrowing" agreement or arrangement, engaged in, directly or indirectly, by such Proposing Person, the purpose or effect of which is to mitigate loss to, reduce the economic risk (of ownership or otherwise) of shares of any class or series of the Corporation by, manage the risk of share price changes for, or increase or decrease the voting power of, such Proposing Person with respect to the shares of any class or series of the Corporation, or which provides, directly or indirectly, the opportunity to profit from any decrease in the price or value of the shares of any class or series of the Corporation ("Short Interests"), (D) any performance related fees (other than an asset based fee) that such Proposing Person is entitled to based on any increase or decrease in the price or value of shares of any class or series of the Corporation, or any Synthetic Equity Interests or Short Interests, if any, and (E) any other information relating to such Proposing Person that would be required to be disclosed in a proxy statement or other filing required to be made in connection with solicitations of proxies or consents by such Proposing Person in support of the business proposed to be brought before the meeting pursuant to Section 14(a) of the Exchange Act (the disclosures to be made pursuant to the foregoing clauses (A) through (E) are referred to as "Disclosable Interests"); provided, however, that Disclosable Interests shall not include any such disclosures with respect to the ordinary course business activities of any broker, dealer, commercial bank, trust company or other nominee who is a

Proposing Person solely as a result of being the stockholder directed to prepare and submit the notice required by these Bylaws on behalf of a beneficial owner; and

(3) As to each item of business that the stockholder proposes to bring before the annual meeting, (A) a reasonably brief description of the business desired to be brought before the annual meeting, the reasons for conducting such business at the annual meeting and any material interest in such business of each Proposing Person, (B) the text of the proposal or business (including the text of any resolutions proposed for consideration), and (C) a reasonably detailed description of all agreements, arrangements and understandings (x) between or among any of the Proposing Persons or (y) between or among any Proposing Person and any other person or entity (including their names) in connection with the proposal of such business by such stockholder.

For purposes of this Section 3.3, the term "Proposing Person" shall mean (i) the stockholder providing the notice of business proposed to be brought before an annual meeting, (ii) the beneficial owner or beneficial owners, if different, on whose behalf the notice of the business proposed to be brought before the annual meeting is made, and (iii) any affiliate or associate (each within the meaning of Rule 12b-2 under the Exchange Act for purposes of these Bylaws) of such stockholder or beneficial owner.

(d) A stockholder providing notice of business proposed to be brought before an annual meeting shall further update and supplement such notice, if necessary, so that the information provided or required to be provided in such notice pursuant to this Section 3.3 shall be true and correct as of the record date for the meeting and as of the date that is ten business days prior to the meeting or any adjournment or postponement thereof, and such update and supplement shall be delivered to, or mailed and received by, the Secretary at the principal executive offices of the Corporation not later than five business days after the record date for the meeting (in the case of the update and supplement required to be made as of the record date), and not later than eight business days prior to the date for the meeting or, if practicable, any adjournment or postponement thereof (or, if not practicable, on the first practicable date prior to such adjourned or postponed meeting) (in the case of the update and supplement required to be made as of ten business days prior to the meeting or any adjournment or postponement thereof).

(e) Notwithstanding anything in these Bylaws to the contrary, no business shall be conducted at an annual meeting except in accordance with this Section 3.3. The presiding officer of the meeting shall, if the facts warrant, determine that the business was not properly brought before the meeting in accordance with this Section 3.3, and if he or she should so determine, he or she shall so declare to the meeting and any such business not properly brought before the meeting shall not be transacted.

(f) This Section 3.3 is expressly intended to apply to any business proposed to be brought before an annual meeting of stockholders other than any proposal made pursuant to Rule 14a-8 under the Exchange Act. In addition to the requirements of this Section 3.3 with respect to any business proposed to be brought before an annual meeting, each Proposing Person shall comply with all applicable requirements of the Exchange Act with respect to any such business. Nothing in this Section 3.3 shall be deemed to affect the rights of stockholders to

request inclusion of proposals in the Corporation's proxy statement pursuant to Rule 14a-8 under the Exchange Act.

(g) For purposes of these Bylaws, "public disclosure" shall mean disclosure in a press release reported by a national news service or in a document publicly filed by the Corporation with the Securities and Exchange Commission pursuant to Sections 13, 14 or 15(d) of the Exchange Act.

Section 3.4 Notice of Nominations for Election to the Board of Directors.

(a) Except as may be provided in the Certificate of Incorporation, nominations of any person for election to the Board of Directors at an annual meeting or at a special meeting (but only if the election of directors is a matter specified in the notice of meeting given by or at the direction of the person calling such special meeting) may be made at such meeting only (i) by or at the direction of the Board of Directors, including by any committee or persons appointed by the Board of Directors, or (ii) by a stockholder who (A) was a stockholder of record (and, with respect to any beneficial owner, if different, on whose behalf such nomination is proposed to be made, only if such beneficial owner was the beneficial owner of shares of the Corporation) both at the time of giving the notice provided for in this Section 3.4 and at the time of the meeting, (B) is entitled to vote at the meeting, and (C) has complied with this Section 3.4 as to such nomination. The foregoing clause (ii) shall be the exclusive means for a stockholder to make any nomination of a person or persons for election to the Board of Directors at an annual meeting or special meeting.

(b) Without qualification, for a stockholder to make any nomination of a person or persons for election to the Board of Directors at an annual meeting, the stockholder must (i) provide Timely Notice (as defined in Section 3.3) thereof in writing and in proper form to the Secretary of the Corporation, (ii) provide any updates or supplements to such notice at the times and in the forms required by this Section 3.4, (iii) if the stockholder or the beneficial owner, if different, on whose behalf any such nomination is proposed to be made, has provided the Corporation with a Solicitation Notice (as defined in Section 3.3(c)), deliver a proxy statement and form of proxy to holders of a percentage of the Corporation's voting shares reasonably believed by such stockholder or beneficial owner to be sufficient to elect the nominee or nominees proposed to be nominated by such stockholder and must have included in such materials the Solicitation Notice, and (iv) if no Solicitation Notice relating thereto has been timely provided to the Corporation, not solicit proxies in connection with such nominations. Without qualification, if the election of directors is a matter specified in the notice of meeting given by or at the direction of the person calling such special meeting, then for a stockholder to make any nomination of a person or persons for election to the Board of Directors at a special meeting, the stockholder must (i) provide timely notice thereof (as described below) in writing and in proper form to the Secretary of the Corporation at the principal executive offices of the Corporation, (ii) provide any updates or supplements to such notice at the times and in the forms required by this Section 3.4, (iii) if the stockholder or the beneficial owner, if different, on whose behalf any such nomination is proposed to be made, has provided the Corporation with a Solicitation Notice (as defined in Section 3.3(c)), deliver a proxy statement and form of proxy to holders of a percentage of the Corporation's voting shares reasonably believed by such stockholder or beneficial owner to be sufficient to elect the nominee or nominees proposed to be

nominated by such stockholder and must have included in such materials the Solicitation Notice, and (iv) if no Solicitation Notice relating thereto has been timely provided to the Corporation, not solicit proxies in connection with such nominations. To be timely, a stockholder's notice for nominations to be made at a special meeting must be delivered to, or mailed and received at, the principal executive offices of the Corporation not earlier than the one hundred twentieth day prior to such special meeting and not later than the ninetieth day prior to such special meeting or, if later, the tenth day following the day on which public disclosure (as defined in Section 3.3) of the date of such special meeting was first made. In no event shall any adjournment of an annual meeting or special meeting or the announcement thereof commence a new time period for the giving of a stockholder's notice as described above.

(c) To be in proper form for purposes of this Section 3.4, a stockholder's notice to the Secretary shall set forth:

(1) As to each Nominating Person (as defined below), the Stockholder Information (as defined in Section 3.3(c)(1), except that for purposes of this Section 3.4: (A) the term "Nominating Person" shall be substituted for the term "Proposing Person" in all places it appears in Section 3.3(c)(1)) and (B) a Solicitation Notice shall be provided with respect to whether the Nominating Person intends to deliver a proxy statement and form of proxy to holders of at least a percentage of the Corporation's shares reasonably believed by such Nominating Person to be sufficient to elect the nominee or nominees proposed to be nominated by such Nominating Person;

(2) As to each Nominating Person, any Disclosable Interests (as defined in Section 3.3(c)(2), except that for purposes of this Section 3.4 the term "Nominating Person" shall be substituted for the term "Proposing Person" in all places it appears in Section 3.3(c)(2) and the disclosure in clause (E) of Section 3.3(c)(2) shall be made with respect to the election of directors at the meeting);

(3) As to each person whom a Nominating Person proposes to nominate for election as a director, (A) all information with respect to such proposed nominee that would be required to be set forth in a stockholder's notice pursuant to this Section 3.4 if such proposed nominee were a Nominating Person, (B) all information relating to such proposed nominee that is required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for election of directors in a contested election pursuant to Section 14(a) under the Exchange Act (including such proposed nominee's written consent to being named in the proxy statement as a nominee and to serving as a director if elected), and (C) a description of all direct and indirect compensation and other material monetary agreements, arrangements and understandings during the past three years, and any other material relationships, between or among any Nominating Person, on the one hand, and each proposed nominee, or his or her respective affiliates and associates, on the other hand, including, without limitation, all information that would be required to be disclosed pursuant to Item 404 under Regulation S-K if such Nominating Person were the "registrant" for purposes of such rule and the proposed nominee were a director or executive officer of such registrant; and

(4) The Corporation may require any proposed nominee to furnish such other information (A) as may reasonably be required by the Corporation to determine the

eligibility of such proposed nominee to serve as an independent director of the Corporation in accordance with the Corporation's Corporate Governance Guidelines or the applicable listing requirements of any securities exchange on with the Corporation's capital stock is listed for trading or (B) that could be material to a reasonable stockholder's understanding of the independence or lack of independence of such proposed nominee.

For purposes of this Section 3.4, the term "Nominating Person" shall mean (i) the stockholder providing the notice of the nomination proposed to be made at the meeting, (ii) the beneficial owner or beneficial owners, if different, on whose behalf the notice of the nomination proposed to be made at the meeting is made, and (iii) any affiliate or associate of such stockholder or beneficial owner.

(d) A stockholder providing notice of any nomination proposed to be made at a meeting shall further update and supplement such notice, if necessary, so that the information provided or required to be provided in such notice pursuant to this Section 3.4 shall be true and correct as of the record date for the meeting and as of the date that is ten business days prior to the meeting or any adjournment or postponement thereof, and such update and supplement shall be delivered to, or mailed and received by, the Secretary at the principal executive offices of the Corporation not later than five business days after the record date for the meeting (in the case of the update and supplement required to be made as of the record date), and not later than eight business days prior to the date for the meeting or, if practicable, any adjournment or postponement thereof (or, if not practicable, on the first practicable date prior to such adjourned or postponed meeting) (in the case of the update and supplement required to be made as of ten business days prior to the meeting or any adjournment or postponement thereof).

(e) Notwithstanding anything in these Bylaws to the contrary, no person shall be eligible for election as a director of the Corporation unless nominated in accordance with this Section 3.4. The presiding officer at the meeting shall, if the facts warrant, determine that a nomination was not properly made in accordance with this Section 3.4, and if he or she should so determine, he or she shall so declare such determination to the meeting and the defective nomination shall be disregarded.

(f) In addition to the requirements of this Section 3.4 with respect to any nomination proposed to be made at a meeting, each Nominating Person shall comply with all applicable requirements of the Exchange Act with respect to any such nominations.

Section 3.5 Special Meetings. Except as may be provided in a resolution or resolutions of the Board of Directors providing for any series of Preferred Stock, special meetings of stockholders of the Corporation may be called only by the Chairman of the Board of Directors or by the Secretary upon direction of the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors. Stockholders shall not be permitted to call special meetings, or propose business to be brought before a special meeting, and the only matters that may be considered at any special meeting of the stockholders are the matters specified in the notice of the meeting given by or at the direction of the person calling the meeting pursuant to this Section 3.5.

Section 3.6 Notice of Meetings.

(a) Notice. Except as otherwise required by law, the Certificate of Incorporation or these Bylaws, written, printed or electronic notice stating the place, if any, date and hour of the meeting, the record date for determining the stockholders entitled to vote at the meeting (if such date is different from the record date for stockholders entitled to notice of the meeting) and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be prepared and delivered by the Corporation not less than ten nor more than sixty days before the date of the meeting, either personally, by mail, or in the case of stockholders who have consented to such delivery, by electronic transmission (as such term is defined in the DGCL), to each stockholder of record entitled to vote at such meeting as of the record date for determining the stockholders entitled to notice of the meeting, such notice to specify the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at any such meeting.

(b) Notice Deemed Received. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, postage prepaid, addressed to the stockholder at such address as it appears on the records of the Corporation. Notice given by electronic transmission shall be effective (i) if by facsimile, when faxed to a number where the stockholder has consented to receive notice; (ii) if by electronic mail, when mailed electronically to an electronic mail address at which the stockholder has consented to receive such notice; (iii) if by posting on an electronic network together with a separate notice of such posting, upon the later to occur of the posting or the giving of separate notice of the posting; or (iv) if by other form of electronic transmission, when directed to the stockholder in the manner consented to by the stockholder.

(c) Waiver of Notice. Notice of the date, hour and place, if any, and, if applicable, the purpose of any meeting of stockholders may be waived in writing, signed by the person entitled to notice thereof, or by electronic transmission by such person, either before or after such meeting, and will be waived by any such stockholder's attendance at the meeting in person, by remote communication, if applicable, or by proxy, except if the stockholder attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Any stockholder so waiving notice of such meeting shall be bound by the proceedings of any such meeting in all respects as if due notice thereof had been given.

(d) Postponement; Cancellation. Any previously scheduled meeting of stockholders may be postponed, and, unless otherwise prohibited by applicable law or the Certificate of Incorporation, may be cancelled by resolution duly adopted by a majority of the Board of Directors, upon public notice given prior to the date previously scheduled for such meeting of stockholders.

Section 3.7 Quorum and Adjournment. Unless otherwise provided in the Certificate of Incorporation or these Bylaws or required by applicable law, holders of a majority of the voting power of the issued and outstanding shares of capital stock of the Corporation entitled to vote at the meeting, voting together as a single class, present in person or represented by proxy, shall constitute a quorum for the transaction of business at all meetings of stockholders. If such quorum is not so present or represented at any meeting of stockholders, then the chairman of the meeting or the holders of a majority in voting power of the shares present in person or

represented by proxy at the meeting, voting together as a single class, shall have power to adjourn the meeting from time to time until a quorum is so present or represented. When a meeting is adjourned to another time or place, if any, notice need not be given of the adjourned meeting if the time and place, if any, of such adjourned meeting, and the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such adjourned meeting are announced at the meeting at which the adjournment is taken. At such adjourned meeting at which a quorum is so present or represented, the Corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty days a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the adjourned meeting. If after the adjournment a new record date for stockholders entitled to vote is fixed for the adjourned meeting, the Board of Directors shall also fix a new record date for determining the stockholders entitled to notice of such adjourned meeting, and shall give notice of the adjourned meeting to each stockholder of record entitled to vote at such adjourned meeting as of the record date for notice of such adjourned meeting.

Section 3.8 Voting. Each stockholder shall be entitled to that number of votes for each share of capital stock held by such stockholder as set forth in the Certificate of Incorporation. In all matters, other than the election of directors and except as otherwise required by law, the Certificate of Incorporation, these Bylaws or the rules and regulations of any stock exchange applicable to the Corporation, the affirmative vote of a majority of the voting power of the shares of capital stock of the Corporation present or represented by proxy at the meeting and entitled to vote on the subject matter, voting together as a single class, shall be the act of the stockholders. Subject to the rights of the holders of any series of Preferred Stock to elect directors, a plurality of the voting power of the shares of capital stock of the Corporation present in person or represented by proxy at the meeting and entitled to vote with respect to the election of directors, voting together as a single class, shall elect directors.

Section 3.9 Voting Rights; Proxies. For the purpose of determining those stockholders entitled to vote at any meeting of the stockholders, except as otherwise provided by law, only persons in whose names shares stand on the stock records of the Corporation on the record date for such purpose shall be entitled to vote at any meeting of stockholders. Every stockholder entitled to vote at a meeting may authorize another person or persons to act for such stockholder by proxy. No proxy shall be voted or acted upon after three years from its date unless the proxy provides for a longer period. A proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A stockholder may revoke any proxy which is not irrevocable by attending the meeting and voting in person or by delivering to the Secretary of the Corporation a revocation of the proxy or a new proxy bearing a later date.

Section 3.10 Joint Owners of Stock. If shares having voting power stand of record in the names of two or more persons, whether fiduciaries, members of a partnership, joint tenants, tenants in common, tenants by the entirety, or otherwise, or if two or more persons have the same fiduciary relationship respecting the same shares, unless the Secretary is given written notice to the contrary and is furnished with a copy of the instrument or order appointing them or creating the relationship wherein it is so provided, their acts with respect to voting shall have the following effect: (a) if only one votes, his act binds all; (b) if more than one votes, the act of the

majority so voting binds all; (c) if more than one votes, but the vote is evenly split on any particular matter, each faction may vote the securities in question proportionally, or may apply to the Delaware Court of Chancery for relief as provided in Section 217(b) of the DGCL. If the instrument filed with the Secretary of the Corporation shows that any such tenancy is held in unequal interests, a majority or even-split for the purpose of subsection (c) shall be a majority or even-split in interest.

Section 3.11 List of Stockholders. The officer of the Corporation who has charge of the stock ledger shall prepare and make available, at least ten days before every meeting of stockholders a complete list of the stockholders entitled to vote at said meeting (provided, however, if the record date for determining the stockholders entitled to vote is less than ten days before the date of the meeting, the list shall reflect the stockholders entitled to vote as of the tenth day before the meeting date), arranged in alphabetical order, showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting at least ten days prior to the meeting (a) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting, or (b) during ordinary business hours at the principal place of business of the Corporation. If the meeting is to be held at a place, then a list of stockholders entitled to vote at the meeting shall be produced and kept at the time and place of the meeting during the whole time thereof and may be examined by any stockholder who is present. If the meeting is to be held solely by means of remote communication, then the list shall also be open to the examination of any stockholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access such list shall be provided with the notice of the meeting. Except as otherwise provided by law, the stock ledger shall be the only evidence as to who are the stockholders entitled to examine the list of stockholders required by this Section 3.11 or to vote in person or by proxy at any meeting of stockholders.

Section 3.12 Inspection of Elections. If required by applicable law, the Board of Directors by resolution shall appoint one or more inspectors, which inspector or inspectors may include individuals who serve the Corporation in other capacities, including, without limitation, as officers, employees, agents or representatives of the Corporation, to act at the meeting and make a written report thereof. One or more persons may be designated as alternate inspectors to replace any inspector who fails to act. If no inspector or alternate has been appointed to act, or if all inspectors or alternates who have been appointed are unable to act, at a meeting of stockholders, the chairman of the meeting shall appoint one or more inspectors to act at the meeting. Each inspector, before discharging his or her duties, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of his or her ability. The inspectors shall have the duties prescribed by the DGCL.

Section 3.13 No Action Without Meeting. Any action required or permitted to be taken at any annual or special meeting of the stockholders may be taken only upon the vote of the stockholders at any annual or special meeting duly called and may not be taken by written consent of the stockholders.

Section 3.14 Organization.

(a) At every meeting of stockholders, the chairman of the meeting shall be the Chairman of the Board of Directors, or, if such Chairman has not been appointed or is absent, the Chairman of the Audit Committee of the Board of Directors or, is such Chairman has not been appointed or is absent, the President, or, if the President is absent, a chairman of the meeting chosen by the affirmative vote of a majority of the voting power of the shares of capital stock of the Corporation present or represented by proxy at the meeting and entitled to vote on the subject matter, voting together as a single class. The Secretary, or, in his absence, an Assistant Secretary directed to do so by the President, shall act as secretary of the meeting.

(b) The Board of Directors shall be entitled to make such rules or regulations for the conduct of meetings of stockholders as it shall deem necessary, appropriate or convenient. Subject to such rules and regulations of the Board of Directors, if any, the chairman of the meeting shall have the right and authority to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such chairman, are necessary, appropriate or convenient for the proper conduct of the meeting, including, without limitation, establishing an agenda or order of business for the meeting, rules and procedures for maintaining order at the meeting and the safety of those present, limitations on participation in such meeting to stockholders of record of the Corporation and their duly authorized and constituted proxies and such other persons as the chairman shall permit, restrictions on entry to the meeting after the time fixed for the commencement thereof, limitations on the time allotted to questions or comments by participants and regulation of the opening and closing of the polls for balloting on matters which are to be voted on by ballot. Unless and to the extent determined by the Board of Directors or the chairman of the meeting, meetings of stockholders shall not be required to be held in accordance with rules of parliamentary procedure.

ARTICLE IV.
DIRECTORS

Section 4.1 Number and Term of Office. Except as may be provided in a Certificate of Designations providing for any series of Preferred Stock with respect to any directors elected (or to be elected) by the holders of such series, the total number of directors constituting the entire Board of Directors shall consist of not less than five nor more than seven members, with the precise number of directors to be determined from time to time exclusively by a vote of a majority of the entire Board of Directors, but in no case will a decrease in the number of directors shorten the term of any incumbent director. Directors shall be elected at each annual meeting of stockholders and each director so elected shall hold office, subject to the earlier resignation, death, disqualification or removal of such director, until the next succeeding annual meeting or until his or her successor shall have been elected and qualified.

Section 4.2 Powers. The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors. In addition to the powers and authority expressly conferred upon them by applicable law or by the Certificate of Incorporation or these Bylaws, the directors shall exercise all such powers and do all such acts and things as may be exercised or done by the Corporation.

Section 4.3 Vacancies. Except as may be provided in a Certificate of Designations for any series of Preferred Stock with respect to any directors elected (or to be elected) by the

holders of such series, any vacancies in the Board of Directors for any reason and any newly created directorships resulting by reason of any increase in the number of directors may be filled only by the Board of Directors (and not by the stockholders), acting by majority of the remaining directors then in office, although less than a quorum, or by a sole remaining director, and any directors so appointed shall hold office until the next meeting of stockholders at which directors are to be elected and until their successors are elected and qualified. A vacancy in the Board of Directors shall be deemed to exist under this Bylaw in the case of the resignation, death, disqualification or removal of any director.

Section 4.4 Resignation. Any director may resign at any time by delivering his written resignation to the Secretary of the Corporation, such resignation to specify whether it will be effective at a particular time, upon receipt by the Secretary or at the pleasure of the Board of Directors. If no such specification is made, it shall be deemed effective at the pleasure of the Board of Directors.

Section 4.5 Removal. Except as may be provided in a Certificate of Designations providing for any series of Preferred Stock with respect to any directors elected by the holders of such series and except as otherwise required by applicable law, any or all of the directors of the Corporation may be removed from office, with or without cause, only by the affirmative vote of the holders of at least a majority of the voting power of the Corporation's then outstanding capital stock entitled to vote generally in the election of directors, voting together as a single class.

Section 4.6 Meetings.

(a) **Regular Meetings.** The Board of Directors may, by resolution, provide for the time and place for the holding of regular meetings of the Board of Directors. No further notice shall be required for regular meetings of the Board of Directors.

(b) **Special Meetings.** Special meetings of the Board of Directors may be held at any time and place within or without the State of Delaware, whenever called by the Chairman of the Board, the Chief Executive Officer or any two of the directors.

(c) **Meetings by Electronic Communications Equipment.** Any member of the Board of Directors, or of any committee thereof, may participate in a meeting by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting by such means shall constitute presence in person at such meeting.

(d) **Notice of Special Meetings.** Notice of the time and place of all special meetings of the Board of Directors shall be given to each director at his business or residence in writing, or by facsimile transmission, telephone communication or electronic transmission. If mailed, such notice shall be deemed adequately delivered when deposited in the United States mail so addressed, with postage thereon prepaid, at least five days before such meeting. If by facsimile transmission or other electronic transmission, such notice shall be transmitted at least twenty-four hours before such meeting. If by telephone, the notice shall be given at least twelve hours prior to the time set for the meeting. Neither the business to be transacted at, nor the

purpose of, any special meeting of the Board of Directors need be specified in the notice of such meeting.

(e) **Waiver of Notice**. Notice of any meeting may be waived in writing, or by electronic transmission, at any time before or after the meeting and will be deemed waived by any director by attendance at the meeting, except when the director attends the meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting was not lawfully called or convened. All waivers shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 4.7 Quorum; Voting. Unless the Certificate of Incorporation requires a greater number, a quorum of the Board of Directors shall consist of a majority of the total number of directors constituting the entire Board of Directors, as such total number is fixed from time to time by the Board of Directors in accordance with the Certificate of Incorporation; provided, however, at any meeting, whether a quorum be present or otherwise, a majority of the directors present may adjourn the meeting from time to time until the time fixed for the next regular meeting of the Board of Directors, without notice other than by announcement at the meeting. At each meeting of the Board of Directors at which a quorum is present, all questions and business shall be determined by the affirmative vote of a majority of the directors present, unless a different vote is required by the DGCL, the Certificate of Incorporation or these Bylaws.

Section 4.8 Action Without Meeting. Unless otherwise prohibited by the Certificate of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all members of the Board of Directors or the committee, as the case may be, consent thereto in writing or by electronic transmission, and such writing or writings or transmission or transmissions are filed with the minutes of proceedings of the Board of Directors or the committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

Section 4.9 Fees and Compensation. Directors shall be entitled to such compensation for their services as may be approved by the Board of Directors, including, if so approved, a fixed sum and expenses of attendance, if any, for attendance at each regular or special meeting of the Board of Directors and at any meeting of a committee of the Board of Directors. Nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity as an officer, agent, employee, or otherwise and receiving compensation therefor.

Section 4.10 Committees.

(a) **Establishment of Committees**. The Board of Directors may designate one or more committees, each committee to consist of two or more of the members of the Board of Directors. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of the committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he, she or they constitute a quorum, may unanimously appoint another member of the Board of Directors

to act at the meeting in place of any such absent or disqualified member. Any such committee, to the extent permitted by law and to the extent provided in the resolution of the Board of Directors, shall have and may exercise all the powers and authority of the board of directors in the management of the business and affairs of the Corporation, except as expressly limited by Section 141(c)(2) of the DGCL.

(b) **Term.** Except as provided by applicable law, the Board of Directors may at any time increase or decrease the number of members of a committee or terminate the existence of a committee. The membership of a committee member shall terminate on the date of his death or voluntary resignation or removal from the committee or from the Board of Directors. The Board of Directors may at any time for any reason remove any individual committee member and the Board of Directors may fill any committee vacancy created by death, resignation, removal or increase in the number of members of the committee.

(c) **Meetings.** Unless the Board of Directors shall otherwise provide, regular meetings of any committee appointed pursuant to this Section 4.10 shall be held at such times and places, if any, as are determined by the Board of Directors, the Chairman of the Board, or by any such committee, and when notice thereof has been given to each member of such committee, no further notice of such regular meetings need be given thereafter. Special meetings of any such committee may be held at any place which has been determined from time to time by such committee, and may be called by any director who is a member of such committee, upon notice to the members of such committee of the time and place of such special meeting given in the matter provided for the giving of notice to members of the Board of Directors of the time and place of special meetings of the Board of Directors. Notice of any special meeting of any committee may be waived in writing at any time before or after the meeting and will be deemed waived by any director by attendance at the meeting, except when the director attends such special meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Unless otherwise provided by the Board of Directors in the resolutions authorizing the creation of the committee, a majority of the authorized number of members of any such committee shall constitute a quorum for the transaction of business, and the act of a majority of those present at any meeting at which a quorum is present shall be the act of such committee.

Section 4.11 Organization. At every meeting of the directors, the Chairman of the Board of Directors, or, if a Chairman has not been appointed or is absent, the President, or if the President is absent, the most senior Vice President, (if a director) or, in the absence of any such person, a chairman of the meeting chosen by a majority vote of the directors present, shall preside over the meeting. The Secretary, or in his absence, any Assistant Secretary designated and directed to do so by the person presiding at the meeting, shall act as secretary of the meeting.

ARTICLE V.
OFFICERS

Section 5.1 Officers Designated. The officers of the Corporation shall include, if and when designated, a Chairman of the Board, a Chief Executive Officer, a President, a Chief Financial Officer, one or more Vice Presidents, a Secretary, and a Treasurer and such other officers and agents as the Board of Directors from time to time may designate. The Board of

Directors may give any officer such further designations or alternative titles as it deems appropriate. The Chairman of the Board shall be chosen from the directors. All officers chosen by the Board of Directors shall each have such powers and duties as generally pertain to their respective offices, subject to the specific provisions of this Article V. Such officers shall also have such powers and duties as from time to time may be conferred by the Board of Directors or by any committee thereof. Any one person may hold any number of offices of the Corporation at any one time unless specifically prohibited therefrom by the DGCL. The salaries and other compensation of the officers of the Corporation shall be fixed by or in the manner designated by the Board of Directors.

Section 5.2 Term of Office. Each officer of the Corporation shall hold office at the pleasure of the Board of Directors and shall hold office until his or her successor shall have been duly elected and qualified, or until his or her death or until he or she shall resign or be removed.

Section 5.3 Duties of Officers.

(a) **Chairman of the Board**. The Chairman of the Board, when present, shall preside at all meetings of the stockholders and at all meetings of the Board of Directors. The Chairman of the Board shall perform other duties commonly incident to his or her office and shall also perform such other duties and have such other powers, as the Board of Directors shall designate from time to time.

(b) **Chief Executive Officer.** The Chief Executive Officer shall preside at all meetings of the stockholders and (if a director) at all meetings of the Board of Directors, unless a Chairman of the Board has been appointed and is present. The Chief Executive Officer shall have general supervision, direction and control of the business and affairs of the Corporation, subject only to the power and authority of the Board of Directors. The Chief Executive Officer shall perform other duties commonly incident to his or her office, and shall also perform such other duties and have such other powers as the Board of Directors shall designate from time to time.

(c) **President**. The President shall preside at all meetings of the stockholders and (if a director) at all meetings of the Board of Directors, unless either the Chief Executive Officer has been appointed and is present or the Chairman of the Board has been appointed and is present. Unless some other officer has been elected Chief Executive Officer of the Corporation, the President shall be the Chief Executive Officer of the Corporation. The President shall perform other duties commonly incident to his or her office and shall also perform such other duties and have such other powers as the Board of Directors shall designate from time to time.

(d) **Vice Presidents**. The Vice Presidents, if any, that have been designated officers of the Corporation, may assume and perform the duties of the President in the absence or disability of the President or whenever the office of President is vacant. The Vice Presidents, if any, that have been designated officers of the Corporation, shall perform other duties commonly incident to their office and shall also perform such other duties and have such other powers as the Board of Directors or the President shall designate from time to time.

(e) **Secretary**. The Secretary shall attend all meetings of the stockholders and the Board of Directors and shall record all acts and proceedings thereof in the minute book of the Corporation. The Secretary shall give notice in conformity with these Bylaws of all meetings of the stockholders and of all meetings of the Board of Directors and any committee thereof requiring notice. The Secretary shall perform all other duties given to the Secretary in these Bylaws and other duties commonly incident to his or her office and shall also perform such other duties and have such other powers as the Board of Directors shall designate from time to time. Any Assistant Secretary may assume and perform the duties of the Secretary in the absence or disability of the Secretary, and each Assistant Secretary shall perform other duties commonly incident to his or her office and shall also perform such other duties and have such other powers as the Board of Directors or the President shall designate from time to time. The Secretary shall have custody of the seal of the Corporation and shall affix the same to all instruments requiring it, when authorized by the Board of Directors, the Chairman of the Board or the President, and attest to the same.

(f) **Chief Financial Officer**. The Chief Financial Officer shall keep or cause to be kept the books of account of the Corporation in a thorough and proper manner and shall render statements of the financial affairs of the Corporation in such form and as often as required by the Board of Directors, the President or the Chief Executive Officer. The Chief Financial Officer, subject to the order of the Board of Directors, shall have custody of all funds and securities of the Corporation. The Chief Financial Officer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the Board of Directors, at its regular meetings or when the Board of Directors so requires, an account of the financial condition of the Corporation. The Chief Financial Officer shall perform other duties commonly incident to his or her office, and shall also perform such other duties and have such other powers as the Board of Directors, the President or the Chief Executive Officer shall designate from time to time.

(g) **Treasurer.** The Treasurer may assume and perform the duties of the Chief Financial Officer in the absence or disability of the Chief Financial Officer or whenever the office of Chief Financial Officer is vacant. The Treasurer shall perform other duties commonly incident to his or her office and shall also perform such other duties and have such other powers as the Board of Directors or the President shall designate from time to time. Any Assistant Treasurer may assume and perform the duties of the Treasurer in the absence or disability of the Treasurer, and each Assistant Treasurer shall perform other duties commonly incident to his or her office and shall also perform such other duties and have such other powers as the Board of Directors or the President shall designate from time to time.

Section 5.4 Delegation of Authority. The Board of Directors may from time to time delegate the powers or duties of any officer to any other officer or agent, notwithstanding any provision hereof.

Section 5.5 Resignations. Any officer may resign at any time by giving notice in writing or by electronic transmission to the Board of Directors, the Chairman of the Board, the Chief Executive Officer, the President or the Secretary. Any such resignation shall be effective when received by the person or persons to whom such notice is given, unless a later time is specified therein in which event the resignation shall become effective at such later time. Unless

otherwise specified in such notice, the acceptance of any such resignation by the Corporation shall not be necessary to make it effective. Any resignation shall be without prejudice to the rights, if any, of the Corporation under applicable law, the Certificate of Incorporation, these Bylaws or any contract with the resigning officer.

Section 5.6 Removal. Any officer may be removed from office at any time, either with or without cause, by the Board of Directors, or by any committee or superior officers upon whom such power of removal may have been conferred by the Board of Directors.

ARTICLE VI.
EXECUTION OF CORPORATE INSTRUMENTS AND VOTING OF SECURITIES OWNED BY THE CORPORATION

Section 6.1 Execution of Corporate Instruments. The Board of Directors may determine the method and designate the signatory officer or officers, or other person or persons, to execute on behalf of the Corporation any corporate instrument or document, or to sign on behalf of the Corporation the corporate name, or to enter into contracts on behalf of the Corporation, except where otherwise provided by applicable law or these Bylaws, and such execution or signature shall be binding upon the Corporation.

In the absence of any determination by the Board of Directors, all instruments and documents requiring the corporate signature, unless otherwise required by applicable law, may be executed, signed or endorsed by the Chief Executive Officer, the President, the Chief Financial Officer, any Vice President, the Secretary or the Treasurer or in such other manner as may be directed by the Board of Directors.

All checks and drafts drawn on banks or other depositaries on funds to the credit of the Corporation or in special accounts of the Corporation shall be signed by the Chief Financial Officer, the Treasurer or such other person or persons as the Board of Directors shall authorize so to do.

Unless authorized or ratified by the Board of Directors or within the agency power of an officer, no officer, agent or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or for any amount.

Section 6.2 Voting of Securities Owned by the Corporation. All stock and other securities of other corporations owned or held by the Corporation for itself, or for other parties in any capacity, shall be voted, and all proxies with respect thereto shall be executed, by the person authorized so to do by resolution of the Board of Directors, or, in the absence of such authorization, by the Chief Executive Officer, the President, or any Vice President.

ARTICLE VII.
SHARES OF STOCK

Section 7.1 Form and Execution of Certificates. The Corporation may issue shares of any class or series of stock in certificated or uncertificated form, as determined by the Board of Directors. Certificates for the shares of stock of the Corporation shall be in such form as is

consistent with the Certificate of Incorporation and applicable law. Every holder of stock in the Corporation represented by certificate shall be entitled to have a certificate signed by or in the name of the Corporation by the President or any Vice President and by the Treasurer or Assistant Treasurer or the Secretary or Assistant Secretary, certifying the number of shares owned by such stockholder in the Corporation. Any or all of the signatures on the certificate may be facsimiles. In case any officer, transfer agent, or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent, or registrar before such certificate is issued, it may be issued with the same effect as if he or she were such officer, transfer agent, or registrar at the date of issue. Each certificate shall state upon the face or back thereof, in full or in summary, all of the powers, designations, preferences, and the relative, participating, optional or other special rights, and the qualifications, limitations or restrictions of the shares authorized to be issued or shall, except as otherwise required by applicable law, set forth on the face or back a statement that the Corporation will furnish without charge to each stockholder who so requests the powers, designations, preferences, and the relative, participating, optional or other special rights, and the qualifications, limitations or restrictions, of a class or any series of stock. Upon request and within a reasonable time after the issuance or transfer of uncertificated stock, the Corporation shall send to the registered owner thereof a written notice containing the information required to be set forth or stated on certificates pursuant to this Section 7.1 or otherwise required by applicable law, or with respect to this Section 7.1 a statement that the Corporation will furnish without charge to each stockholder who so requests the powers, designations, preferences, and the relative, participating, optional or other special rights, and the qualifications, limitations or restrictions, of a class or any series of stock. Except as otherwise expressly provided by law, the rights and obligations of the holders of certificates representing stock of the same class or series shall be identical.

Section 7.2 Lost Certificates. A new certificate or certificates or uncertificated shares shall be issued in place of any certificate or certificates theretofore issued by the Corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen, or destroyed. The Corporation may require, as a condition precedent to the issuance of a new certificate or certificates or uncertificated shares, the owner of such lost, stolen, or destroyed certificate or certificates, or such owner's legal representative, to agree to indemnify the Corporation in such manner as it shall require or to give the Corporation a surety bond in such form and amount as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 7.3 Transfers.

(a) Transfers of record of shares of stock of the Corporation shall be made only upon its books by the holders thereof, in person or by attorney duly authorized, and upon the surrender of a properly endorsed certificate or certificates for a like number of shares.

(b) The corporation shall have power to enter into and perform any agreement with any number of stockholders of any one or more classes of stock of the Corporation to restrict the transfer of shares of stock of the Corporation of any one or more classes owned by such stockholders in any manner not prohibited by the DGCL.

Section 7.4 Fixing Record Dates.

(a) In order that the Corporation may determine the stockholders entitled to notice of any meeting of stockholders or any adjournment thereof, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall, subject to applicable law, not be more than sixty nor less than ten days before the date of such meeting. If the Board of Directors so fixes a record date, such record date shall also be the record date for determining the stockholders entitled to vote at such meeting unless the Board of Directors determines, at the time it fixes such record date, that a later date on or before the date of the meeting shall be the date for making such determination. If no record date is fixed by the Board of Directors, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for determination of stockholders entitled to vote at the adjourned meeting, and in such case shall also fix as the record date for stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote in accordance herewith at the adjourned meeting.

(b) In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than sixty days prior to such action. If no such record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

Section 7.5 Registered Stockholders. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person whether or not it shall have express or other notice thereof, except as otherwise provided by applicable law.

ARTICLE VIII.
OTHER SECURITIES OF THE CORPORATION

Section 8.1 Execution of Other Securities. All bonds, debentures and other corporate securities of the Corporation, other than stock certificates (covered in Section 7.1), may be signed by the Chief Executive Officer, the President or any Vice President, or such other person as may be authorized by the Board of Directors, and the corporate seal impressed thereon or a facsimile of such seal imprinted thereon and attested by the signature of the Secretary or an Assistant Secretary, or the Chief Financial Officer or Treasurer or an Assistant Treasurer;

provided, however, that where any such bond, debenture or other corporate security shall be authenticated by the manual signature, or where permissible facsimile signature, of a trustee under an indenture pursuant to which such bond, debenture or other corporate security shall be issued, the signatures of the persons signing and attesting the corporate seal on such bond, debenture or other corporate security may be the imprinted facsimile of the signatures of such persons. Interest coupons appertaining to any such bond, debenture or other corporate security, authenticated by a trustee as aforesaid, shall be signed by the Chief Financial Officer, the Treasurer or an Assistant Treasurer of the Corporation or such other person as may be authorized by the Board of Directors, or bear imprinted thereon the facsimile signature of such person. In case any officer who shall have signed or attested any bond, debenture or other corporate security, or whose facsimile signature shall appear thereon or on any such interest coupon, shall have ceased to be such officer before the bond, debenture or other corporate security so signed or attested shall have been delivered, such bond, debenture or other corporate security nevertheless may be adopted by the Corporation and issued and delivered as though the person who signed the same or whose facsimile signature shall have been used thereon had not ceased to be such officer of the Corporation.

ARTICLE IX.
DIVIDENDS

Section 9.1 Declaration of Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation and applicable law, if any, may be declared by the Board of Directors pursuant to law at any regular or special meeting. Dividends may be paid in cash, in property, or in shares of capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation and applicable law.

Section 9.2 Dividend Reserve. The Board of Directors may set apart out of any of the funds of the Corporation available for dividends a reserve or reserves for any proper purpose and may abolish any such reserve.

ARTICLE X.
FISCAL YEAR

Section 10.1 Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

ARTICLE XI.
NOTICES

Section 11.1 Notices.

(a) **Notice to Stockholders.** Notice to stockholders of stockholder meetings shall be given as provided in Section 3.6 herein. Without limiting the manner by which notice may otherwise be given effectively to stockholders under any agreement or contract with such stockholder, and except as otherwise required by law, notice to stockholders for purposes other than stockholder meetings may be sent by U.S. mail or nationally recognized overnight courier, or by facsimile, or by electronic mail or other applicable electronic means consented to by such stockholder in accordance with Section 232 of the DGCL.

(b) **Notice to Directors.** Any notice required to be given to any director may be given by any method stated in Section 4.6(d) hereof, as otherwise provided in these Bylaws, or by U.S. mail or nationally recognized overnight courier, or by facsimile, or by electronic mail, except that such notice other than one which is delivered personally shall be sent to such address as such director shall have filed in writing with the Secretary, or, in the absence of such filing, to the last known post office address of such director.

(c) **Affidavit of Notice.** An affidavit of notice, executed by a duly authorized and competent employee of the Corporation or its transfer agent appointed with respect to the class of stock affected, specifying the name and address or the names and addresses of the stockholder or stockholders, or director or directors, to whom any such notice or notices was or were given, and the time and method of giving the same, shall, in the absence of fraud, be prima facie evidence of the facts therein contained.

(d) **Time Notices Deemed Given.** All notices given by mail, as above provided, shall be deemed to have been given as of the time of mailing, and all notices given by facsimile or electronic mail shall be deemed to have been given as of the sending time recorded at time of transmission.

(e) **Methods of Notice.** It shall not be necessary that the same method of giving notice be employed in respect of all directors or stockholders, but one permissible method may be employed in respect of any one or more, and any other permissible method or methods may be employed in respect of any other or others.

(f) **Failure to Receive Notice.** The period or limitation of time within which any stockholder may exercise any option or right, or enjoy any privilege or benefit, or be required to act, or within which any director may exercise any power or right, or enjoy any privilege, pursuant to any notice sent to such stockholder in the manner above provided, shall not be affected or extended in any manner by the failure of such stockholder or such director to receive such notice.

(g) **Notice to Person with Whom Communication Is Unlawful.** Whenever notice is required to be given, under any provision of law or of the Certificate of Incorporation or these Bylaws, to any person with whom communication is unlawful, the giving of such notice to such person shall not be required and there shall be no duty to apply to any governmental authority or agency for a license or permit to give such notice to such person. Any action or meeting which shall be taken or held without notice to any such person with whom communication is unlawful shall have the same force and effect as if such notice had been duly given. In the event that the action taken by the Corporation is such as to require the filing of a certificate under any provision of the DGCL, the certificate shall state, if such is the fact and if notice is required, that notice was given to all persons entitled to receive notice except such persons with whom communication is unlawful.

(h) **Notice to Person with Undeliverable Address.** Whenever notice is required to be given, under any provision of law or the Certificate of Incorporation or Bylaws, to any stockholder to whom (i) notice of two consecutive annual meetings, and all notices of meetings to such person during the period between such two consecutive annual meetings, or (ii)

all, and at least two, payments (if sent by first-class mail) of dividends or interest on securities during a twelve-month period, have been mailed addressed to such person at his or her address as shown on the records of the Corporation and have been returned undeliverable, the giving of such notice to such person shall not be required. Any meeting which shall be taken or held without notice to such person shall have the same force and effect as if such notice had been duly given. If any such person shall deliver to the Corporation a written notice setting forth his or her then current address, the requirement that notice be given to such person shall be reinstated. In the event that the action taken by the Corporation is such as to require the filing of a certificate under any provision of the DGCL, the certificate need not state that notice was not given to persons to whom notice was not required to be given pursuant to this paragraph. Notwithstanding the foregoing, this Section 11.1(h) shall not apply to notice given by means of electronic transmission.

(i) **Notice to Stockholders Sharing an Address.** Except as otherwise prohibited under the DGCL, any notice given under the provisions of the DGCL, the Certificate of Incorporation or these Bylaws shall be effective if given by a single written notice to stockholders who share an address if consented to by the stockholders at that address to whom such notice is given. Such consent shall have been deemed to have been given if such stockholder fails to object in writing to the Corporation within sixty days of having been given notice by the Corporation of its intention to send the single notice. Any consent shall be revocable by the stockholder by written notice to the Corporation.

ARTICLE XII.
INDEMNIFICATION

Section 12.1 Right of Indemnification. The Corporation shall indemnify and hold harmless, to the fullest extent not prohibited by applicable law as it presently exists or may hereafter be amended, any person (a "Covered Person") who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "Proceeding"), by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was a director or officer of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys' fees) reasonably incurred by such Covered Person. Notwithstanding the preceding sentence, except as otherwise provided in Section 12.3 of this **Error! Reference source not found.**, the Corporation shall be required to indemnify a Covered Person in connection with a Proceeding (or part thereof) commenced by such Covered Person only if the commencement of such Proceeding (or part thereof) by the Covered Person was authorized in the specific case by the Board of Directors.

Section 12.2 Prepayment of Expenses. The Corporation shall to the fullest extent not prohibited by applicable law pay the expenses (including attorneys' fees) incurred by a Covered Person in defending any Proceeding in advance of its final disposition, provided, however, that, to the extent required by law, such payment of expenses in advance of the final disposition of the Proceeding shall be made only upon receipt of an undertaking by the Covered Person to repay all

amounts advanced if it should be ultimately determined that the Covered Person is not entitled to be indemnified for such amounts under this **Error! Reference source not found.** or otherwise.

Section 12.3 Claims. If a claim for indemnification (following the final disposition of the Proceeding with respect to which indemnification is sought, including any settlement of such Proceeding) or advancement of expenses under this **Error! Reference source not found.** is not paid in full within thirty days after a written claim therefor by the Covered Person has been received by the Corporation, the Covered Person may file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expense of prosecuting such claim to the fullest extent not prohibited by applicable law. In any such action the Corporation shall have the burden of proving that the Covered Person is not entitled to the requested indemnification or advancement of expenses under this **Error! Reference source not found.** and applicable law.

Section 12.4 Non-Exclusivity of Rights. The rights conferred on any Covered Person by this **Error! Reference source not found.** shall not be exclusive of any other rights which such Covered Person may have or hereafter acquire under any statute, the Certificate of Incorporation, these Bylaws, or any agreement, vote of stockholders or disinterested directors or otherwise.

Section 12.5 Amendment or Repeal. Any right to indemnification or to advancement of expenses of any Covered Person arising hereunder shall not be eliminated or impaired by an amendment to or repeal of this **Error! Reference source not found.** after the occurrence of the act or omission that is the subject of the Proceeding for which indemnification or advancement of expenses is sought.

Section 12.6 Other Indemnification and Advancement of Expenses. This **Error! Reference source not found.** shall not limit the right of the Corporation, to the extent and in the manner permitted by law, to indemnify and to advance expenses to persons other than Covered Persons when and as authorized by appropriate corporate action.

ARTICLE XIII.
AMENDMENTS

Section 13.1 Amendments. These Bylaws may be altered or amended or new Bylaws adopted as provided in the Certificate of Incorporation.

Exhibit B

Convertible Notes Commitment Agreement

EXECUTION VERSION

ACCURIDE CORPORATION

CONVERTIBLE NOTES COMMITMENT AGREEMENT

October 7, 2009

Ladies and Gentlemen:

Accuride Corporation, a Delaware corporation (the "Issuer"), proposes to offer and sell up to $140.0 million principal amount of 7.5% Convertible Notes with the principal terms set forth in the Term Sheet for New Capital in Connection with the Proposed Restructuring, the Non -Binding Term Sheet for Proposed Restructuring and the Summary of Terms and Conditions for the Restructured Prepetition Senior Secured Credit Facilities (collectively, the "Term Sheets") attached as Exhibit A hereto (the "New Notes") to be issued pursuant to the Debtors' (as defined below) joint chapter 11 plan of reorganization (the "Plan") pursuant to a rights offering (the "Rights Offering"). The New Notes will be issued pursuant to an indenture (the "Indenture") to be dated the Effective Date (as defined below) and will be convertible into shares of common stock of the restructured or reorganized Accuride Corporation (the "New Common Stock") in accordance with the terms set forth in the Term Sheets and the Indenture. Pursuant to the Rights Offering, each holder of the Issuer's 8-1/2% Senior Subordinated Notes due 2015 (the "Old Notes") as of a record date to be determined shall be entitled to subscribe to the Rights Offering (each an "Eligible Holder"), as of the date approved by the Bankruptcy Court for the solicitation of acceptances and rejections of the Plan (the "Record Date"), shall be offered a nontransferable subscription right (each, a "Right") to purchase, at par (the "Purchase Price"), up to a percentage of the New Notes equal to such Eligible Holder's percentage interest in the Old Notes. The Issuer will conduct the Rights Offering as part of the implementation of a plan of reorganization under chapter 11 of the United States Bankruptcy Code, 11 U.S.C.§§101 *et seq.* (the "Bankruptcy Code"), of the Issuer and its subsidiaries who will be debtors and debtors-in-possession (the "Debtors") in the chapter 11 cases (collectively, the "Chapter 11 Case") pending and jointly administered in the Bankruptcy Court for the District of Delaware (the "Bankruptcy Court").

In order to facilitate the Rights Offering, pursuant to this Agreement, and subject to the terms, conditions and limitations set forth herein, the Issuer agrees to sell, for the Purchase Price, a principal amount of New Notes (such New Notes in the aggregate, the "Unsubscribed New Notes") equal to (i) $140.0 million minus (ii) the principal amount of New Notes offered pursuant to the Rights Offering and duly subscribed for and paid for on or before the Expiration Time (as defined in Section 1(b)) (as the same may be adjusted as set forth herein) (such New Notes in the aggregate, the "Purchased New Notes"), and Blackrock Financial Management, Inc., Brigade Capital

Management, LLC, Sankaty Advisors, LLC and Tinicum Lantern II L.L.C., each on behalf of the funds and accounts managed by it in their capacity as purchasers pursuant to this Agreement (collectively, the "Investors"), agree, severally and not jointly, subject to the terms and conditions set forth in this Agreement, to purchase, its respective percentage set forth on Schedule A hereto, and for a price per note of the Purchase Price, on the Effective Date (as defined in Section 1(c)) the Unsubscribed New Notes.

The effectiveness of this Agreement is conditioned upon the receipt by the Investors or their counsel of evidence satisfactory to the Investors that the Issuer has entered into (a) the Noteholders Restructuring Support Agreement (the "Noteholders Restructuring Support Agreement") with holders of Old Notes which beneficially own, or act as the investment advisor or manager with respect to, at least two-thirds of the aggregate principal amount of the Old Notes then outstanding; and (b) the Lender Restructuring Support Agreement (the "Lender Restructuring Support Agreement") with lenders representing more than 50% of the aggregate principal amount of the First Out Loan Obligations (as defined in the Credit Agreement (as defined below)) outstanding under the Credit Agreement.

In consideration of the foregoing, and the representations, warranties and covenants set forth herein, and other good and valuable consideration, the Issuer and the Investors, severally and not jointly, agree as follows:

1. The Rights Offering. The Rights Offering will be conducted as follows:

(a) Subject to the terms and conditions of this Agreement (including Bankruptcy Court approval), the Issuer will offer New Notes for subscription by holders of Rights.

(b) The ballot forms (the "Ballots") or related subscription forms (the "Subscription Form") distributed in connection with the solicitation of acceptances and rejections of the Plan shall provide a place whereby each Eligible Holder of Old Notes as of a record date to be determined may exercise its Right to subscribe for up to a percentage of the New Notes equal to such Eligible Holder's percentage holdings of Old Notes. The Rights may be exercised during a period (the "Rights Exercise Period") to be specified in the disclosure statement approved by the Bankruptcy Court (the "Disclosure Statement"), which period will commence on the date the Ballots and Subscription Forms are distributed and will end at the Expiration Time. "Expiration Time" means 5:00 p.m., New York City time, on the date on which all Ballots and Subscription Forms must be returned, or such later date as the Issuer, subject to the approval of the Investors in their sole discretion, may specify in a notice provided to the Investors before 9:00 a.m., New York City time, on the Business Day before the then-effective Expiration Time. "Business Day" means any day other than (a) a Saturday, (b) a Sunday, (c) any day on which commercial banks in New York, New York are required or authorized to close by law or executive order, and (d) the Friday after Thanksgiving Day. The Plan shall provide that in order to exercise a Right, each Eligible Holder shall, (i) prior to the Expiration Time, return a duly completed

Subscription Form to the Subscription Agent (as defined in Section 1(d)) and (ii) pay an amount equal to the full purchase price of the principal amount of New Notes elected to be purchased by such Eligible Holder by wire transfer or bank or cashier's check delivered to the Subscription Agent no later than the Expiration Time.

(c) The Issuer will issue the New Notes to the Eligible Holders with respect to which Rights were validly exercised by and payment was duly received from such holder prior to the Expiration Time on the effective date of the Plan (the "Effective Date"). The principal amount of New Notes to be issued in respect of any Right will be rounded up or down to the nearest $1,000.

(d) If the subscription agent under the Plan (the "Subscription Agent") for any reason does not receive from a given holder both a timely and duly completed Subscription Form and timely payment of such holder's Subscription Purchase Price prior to the Expiration Time, the Plan shall provide that the holder shall be deemed to have relinquished and waived its right to participate in the Rights Offering.

(e) The Issuer hereby agrees and undertakes to give, or instruct the Subscription Agent to give, the Investors by electronic facsimile transmission or by electronic mail a notice conforming to the requirements specified herein of either (i) the calculation of the principal amount of Unsubscribed New Notes, the principal amount of Purchased New Notes and the aggregate Purchase Price for all Unsubscribed New Notes (a "Purchase Notice") or (ii) in the absence of any Unsubscribed New Notes, the fact that there are no Unsubscribed New Notes and that the Backstop Commitment (as defined in Section 2(a)) is terminated (a "Satisfaction Notice"), as soon as practicable after the Expiration Time and, in any event, at least four (4) Business Days prior to the Effective Date (the date of transmission of confirmation of a Purchase Notice or a Satisfaction Notice, the "Determination Date").

2. The Backstop Commitment.

(a) On the basis of the representations and warranties contained herein, but subject to the conditions set forth in Section 7, each Investor agrees to purchase from the Issuer on the Effective Date, and the Issuer agrees to issue and sell to each Investor, at the aggregate Purchase Price therefor, such Investor's portion of the Unsubscribed New Notes as set forth on Schedule A hereto (the "Backstop Commitment").

(b) The Issuer will pay to the Investors the aggregate backstop commitment fee of (i) $5.6 million (the "Cash Backstop Fee") which shall be released to the Investors, (A) upon the issuance of the New Notes as contemplated herein on the Effective Date, in the form of shares of New Common Stock representing 4% of all of the Issuer's outstanding New Common Stock on the Effective Date (on a fully-diluted basis), or (B) in the form of a super-priority

administrative claim against the Issuer if this Agreement is terminated in accordance with the terms hereof prior to the Effective Date or the New Notes are not issued on the Effective Date pursuant to the Plan as contemplated hereby, and (ii) on the basis of the representations and warranties herein contained, but subject to the entry of a final, non-appealable Confirmation Order (as defined below) and on the Effective Date, shares of New Common Stock representing 4% of all of the Issuer's outstanding New Common Stock on the Effective Date (on a fully-diluted basis) (the "Stock Backstop Fee," and together with the Cash Backstop Fee, the "Backstop Fee"), in each case of payment to the Investors, in such proportions per Investor as indicated in Schedule A hereto, to compensate each such Investor for the risk of its undertakings herein; *provided* that in the event that any Investor defaults on its obligation to purchase the Unsubscribed New Notes that it has agreed to purchase hereunder, the fee allocable to such defaulting Investor shall be re-allocated to the Investor(s) who assume such defaulting Investor's obligations hereunder on a *pro rata* basis, or if such obligation is not assumed by any Investor, among the non-defaulting Investors *pro rata* based on their respective backstopping commitments set forth in Schedule A hereto. The New Common Stock each Investor receives pursuant to clauses (i)(A) and/or (ii) above shall have the benefit of substantially the same anti-dilution protection as the New Notes. The Cash Backstop Fee and all other amounts payable hereunder will be paid in U.S. dollars. Payment of the Cash Backstop Fee pursuant to clause (i)(B) above will be made by wire transfer of immediately available funds and payment of the Stock Backstop Fee and, if applicable, delivery of shares of New Common Stock in exchange for the Cash Backstop Fee pursuant to clause (i)(A) above, will be made by stock transfer of the appropriate shares of New Common Stock to the account specified by each Investor to the Issuer at least 24 hours in advance. The Backstop Fee will be payable whether or not any Unsubscribed New Notes are purchased pursuant to the Backstop Commitment and will be nonrefundable when paid.

(c) The Issuer will reimburse or pay, as the case may be, the reasonable expenses of the Investors, including the fees and expenses of Rothschild Inc., financial advisor to the Investors, and Milbank, Tweed, Hadley & McCloy LLP and local Wilmington, Delaware counsel, as legal advisors to the Investors and reasonable fees and expenses of any other professionals retained by the Investors in connection with the transaction contemplated hereby, including, but not limited to, reasonable fees and expenses incurred in connection with the escrow of the Cash Backstop Fee contemplated in Section 2(b) above (collectively, "Transaction Expenses"); *provided* that the Issuer shall not be responsible for the fees or expenses of more than one financial advisor or more than one counsel and one local counsel to the Investors. Such reimbursement or payment shall be made by the Issuer within two (2) days of presentation of an invoice approved by the Investors, without Bankruptcy Court review or further Bankruptcy Court order (but subject to any conditions imposed by the Bankruptcy Court or the United States Trustee in the order authorizing the assumption of this Agreement or the DIP Order (as defined below)), whether or not the transactions contemplated hereby are consummated. These obligations are in addition to, and

do not limit, the Issuer's obligations under Section 8. The provision for the payment of the Transaction Expenses is an integral part of the transactions contemplated by this Agreement, and without this provision the Investors would not have entered into this Agreement and shall, subject to the approval of the assumption of this Agreement by the Bankruptcy Court, constitute an administrative expense of the Issuer under section 364(c)(1) of the Bankruptcy Code.

(d) On the Effective Date, the individual Investors will purchase, and the Issuer will sell to the individual Investors, at a price equal to the Purchase Price therefor, such principal amount of Unsubscribed New Notes as is listed in the Purchase Notice, without prejudice to the rights of the Investors to seek later an upward or downward adjustment if the principal amount of Unsubscribed New Notes in such Purchase Notice is inaccurate.

(e) Delivery of the Unsubscribed New Notes will be made by the Issuer to the respective accounts of the Investors (or to such other accounts as the Investors may designate) on the Effective Date against payment of the Purchase Price for such Unsubscribed New Notes by wire transfer of immediately available funds to the account specified by the Issuer to the Investors at least 24 hours in advance.

(f) All Unsubscribed New Notes will be delivered with any and all issue, stamp, transfer or similar taxes or duties payable in connection with such delivery duly paid by the Issuer to the extent required under the Confirmation Order or applicable law.

(g) The documents to be delivered on the Effective Date by or on behalf of the parties hereto will be delivered at the offices of Milbank, Tweed, Hadley & McCloy LLP, 1 Chase Manhattan Plaza, New York, New York 10005 on the Effective Date.

(h) Notwithstanding anything to the contrary in this Agreement, each Investor, in its sole discretion, may designate that some or all of the Unsubscribed New Notes be issued in the name of and delivered to, one or more of its Affiliates or any other third party.

(i) No Investor shall have any liability for the Backstop Commitment of any other Investor.

3. Representations and Warranties of the Issuer. The Issuer represents and warrants to, and agree with, the Investors as follows. Each representation and warranty is made as of the date hereof and on the Effective Date:

(a) Accuracy of Information. All information, other than financial projections (the "Projections"), that has been made available to the Investors by the Issuer or any of its representatives, was as of the date furnished, and to the Issuer's knowledge, is as of the date of this Agreement, when taken together as a

whole, complete and correct in all material respects and did not as of the date furnished, and to the Issuer's knowledge, does not as of the date of this Agreement, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein not misleading in light of the circumstances under which such statements were made. All information, other than Projections, that is made available in the future to the Investor by the Issuer or any of its representatives will be, as of the date such information is furnished to the Investors, when taken together as a whole, complete and correct in all material respects and will not, as of such date, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein not misleading in light of the circumstances under which such statements are made. The Projections that have been or will be prepared and made available to the Investors by the Issuer or any of its representatives, including but not limited to those contained in the presentation titled "Private Lender Supplement," dated July 2009 (the "July Projections"), have been or will be prepared in good faith based upon reasonable assumptions at the time made, and the Issuer did not have any knowledge when it prepared and delivered such Projections and does not have any knowledge as the date hereof of any fact or information that would lead it to believe that such assumptions are incorrect or misleading in any material respect (and will not deliver any Projections in the future with such knowledge). As of the date of this Agreement, the July Projections are the most up-to-date projections being used as a base case by the management of the Issuer.

(b) Incorporation and Qualification. The Issuer and each of the direct and indirect subsidiaries of the Issuer has been duly organized and is validly existing as a corporation or other form of entity, where applicable, in good standing under the laws of their respective jurisdictions of organization, with the requisite power and authority to own its properties and conduct its business as currently conducted, subject, as applicable, to the restrictions that result from any such entity's status as a debtor-in-possession under chapter 11 of the Bankruptcy Code. The Issuer and each of its subsidiaries has been duly qualified as a foreign corporation or other form of entity for the transaction of business and, where applicable, is in good standing under the laws of each other jurisdiction in which it owns or leases properties or conducts business so as to require such qualification, except to the extent the failure to be so qualified or, where applicable, be in good standing would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on the business, results of operations, property or financial condition of the Issuer and its subsidiaries taken as a whole, or on the ability of the Issuer, subject to the approvals and other authorizations set forth in Section 3(g), to consummate the transactions contemplated by this Agreement or the Plan (a "Material Adverse Effect").

(c) Corporate Power and Authority.

(i) The Issuer has the requisite corporate power and authority to enter into, execute and deliver this Agreement and to perform its obligations hereunder,

including the issuance of the Rights and the New Notes. The Issuer has taken all necessary corporate action required for the due authorization, execution, delivery and performance by it of this Agreement, including the issuance of the Rights and the New Notes, other than the entry of the Confirmation Order and the expiration, or waiver by the Bankruptcy Court, of the 10-day period set forth in Bankruptcy Rule 3020(e) and the need to amend its certificate of incorporation effective as of the Effective Date.

(ii) The distribution of the Rights and issuance of the New Notes on the Effective Date will have been duly and validly authorized.

(iii) Subject to entry of the Confirmation Order and the expiration, or waiver by the Bankruptcy Court, of the 10-day period set forth in Bankruptcy Rule 3020(e), on the Effective Date, the Debtors will have the requisite corporate power and authority to execute the Plan and to perform their obligations thereunder, and will have taken all necessary corporate actions required for the due authorization, execution, delivery and performance by the Debtors of the Plan.

(d) Execution and Delivery; Enforceability.

(i) This Agreement has been duly and validly executed and delivered by the Issuer, and constitutes the valid and binding obligations of the Issuer, enforceable against the Issuer in accordance with its terms, subject to bankruptcy, reorganization, insolvency, moratorium and other laws affecting the enforcement of creditors' rights generally from time to time in effect and subject to general equitable principles.

(ii) On the Effective Date, the Indenture shall have been duly authorized by the Issuer and the guarantors named therein (the "Guarantors") and, when executed and delivered by the Issuer, the guarantors named therein and the trustee party thereto, will be a valid and binding agreement of the Issuer and the Guarantors, enforceable in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and general principles of equity.

(iii) On the Effective Date, the New Notes shall have been duly authorized by the Issuer and, when executed and delivered by the Issuer and duly authenticated in accordance with the terms of the Indenture and delivered to and paid for by the Investor in accordance with the terms hereof, will constitute valid and binding obligations of the Issuer, enforceable in accordance with their terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar

laws affecting creditors' rights generally and general principles of equity, and will be entitled to the benefits of the Indenture; the maximum number of shares of New Common Stock (the "Shares") issuable upon conversion of the New Notes shall have been duly authorized and validly reserved for issuance upon conversion of the New Notes, and, upon conversion of the New Notes in accordance with their terms and the terms of the Indenture, such Shares will be issued free of any right of pledge, usufruct or other encumbrance, and shall be sufficient in number to meet the current conversion requirements (assuming all conditions to such conversion have been satisfied); such Shares, when so issued upon such conversion in accordance with the terms of the New Notes and of the Indenture, will be duly and validly issued and fully paid and non-assessable; and the certificates for such Shares will be in due and proper form; and

(iv) The Plan will be duly and validly filed with the Bankruptcy Court by the Debtors and, upon the entry of the Confirmation Order and the expiration, or waiver by the Bankruptcy Court, of the 10-day period set forth in Bankruptcy Rule 3020(e), will constitute the valid and binding obligation of the Issuer, enforceable against the Issuer in accordance with its terms, subject to general equitable principles.

(e) No Conflict. Subject to the entry of the Confirmation Orders and the expiration, or waiver by the Bankruptcy Court, of the 10-day period set forth in Bankruptcy Rules 6004(h) and 3020(e), as applicable, the distribution of the Rights, the issuance, sale and delivery of New Notes upon exercise of the Rights and the consummation of the Rights Offering by the Issuer, the issuance, sale and delivery of the Unsubscribed New Notes and the execution and delivery (or, with respect to the Plan, the filing) by the Issuer of this Agreement and the Plan and compliance by the Issuer with all of the provisions hereof and thereof and the consummation of the transactions contemplated herein and therein (including compliance by each Investor with its obligations hereunder and thereunder) (i) will not conflict with, or result in a breach or violation of, any of the terms or provisions of, or constitute a default under, or result in the acceleration of, or the creation of any lien under, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Issuer or any of its subsidiaries is a party or by which the Issuer or any of its subsidiaries is bound or to which any of the property or assets of the Issuer or any of its subsidiaries is subject, (ii) will not result in any violation of the provisions of the certificate of incorporation or bylaws of the Issuer and any other Debtor and (iii) will not result in any violation of, or any termination or material impairment of any rights under, any statute or any license, authorization, injunction, judgment, order, decree, rule or regulation of any court or governmental agency or body having jurisdiction over the Issuer or any of its subsidiaries or any of their respective properties, except in any such

case described in subclause (i) or (iii) as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(f) Consents and Approvals. No consent, approval, authorization, order, registration or qualification of or with any court or governmental agency or body having jurisdiction over the Issuer or any of its subsidiaries or any of their respective properties or by any third party pursuant to any contract or otherwise is required for the distribution of the Rights, the issuance, sale and delivery of New Notes upon exercise of the Rights to the Investors hereunder and the consummation of the Rights Offering by the Issuer and the execution and delivery by the Issuer of this Agreement or the Plan and performance of and compliance by the Issuer with all of the provisions hereof and thereof and the consummation of the transactions contemplated herein and therein, except for (i) the entry of the Confirmation Order and the expiration, or waiver by the Bankruptcy Court, of the 10-day period set forth in Bankruptcy Rules 6004(h) and 3020(e), as applicable; (ii) filings with respect to and the expiration or termination of the waiting period under the HSR Act, if applicable, (iii) such consents, approvals, authorizations, registrations or qualifications as may be reasonably required under state securities or "blue sky" laws in connection with the purchase of Unsubscribed New Notes by the Investors or (iv) such consents, approvals, authorizations, registrations or qualifications, the absence of which would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(g) Financial Statements. The audited consolidated financial statements of the Issuer as of and for the year ended December 31, 2008 and the unaudited consolidated financial statements of the Issuer as of and for the six months ended June 30, 2009 previously delivered to the Investors present fairly in all material respects, in each case together with the related notes, the financial position of the Issuer and its consolidated subsidiaries at the dates indicated and the statements of operations, stockholders' equity and cash flows of the Issuer and its consolidated subsidiaries for the periods specified, except that the unaudited financial statements are subject to normal and recurring year-end adjustments that are not expected to be in the aggregate material. Such financial statements have been prepared in conformance with generally accepted accounting principles in the United States, except as otherwise noted in such financial statements or related notes, applied on a consistent basis throughout the periods involved. Each Investor acknowledges that the Issuer's financial statements described above do not reflect the terms of the Plan or the effect of fresh-start accounting.

(h) No Material Adverse Change. Except as disclosed in the Issuer's Securities and Exchange Commission (the "Commission") filings as of the date of this Agreement (the "SEC Filings"), since June 30, 2009 there has not (i) been any material change in the capital stock or long-term debt of the Issuer or its subsidiaries; (ii) been any dividend or distribution of any kind declared, set aside for payment, paid or made by the Issuer on any class of their capital stock; (iii) occurred (A) any event, fact or circumstance which has had or would reasonably be expected to have, individually, or in the aggregate, a Material Adverse Effect

on the Issuer and its subsidiaries or (B) any loss of a significant portion of the business of any of Daimler Truck North America, LLC, PACCAR, Inc., International Truck and Engine Corporation or Volvo Truck Corporation (each, a "Material Adverse Change Event"); or (iv) been any changes with respect to the accounting policies or procedures of the Issuer or the Debtors, except as required by law or changes in GAAP.

(i) No Violation or Default; Licenses and Permits. Except as otherwise set forth in the SEC Filings, each of the Issuer and its subsidiaries (i) is in compliance with all laws, statutes, ordinances, rules, regulations, orders, judgments and decrees of any court or governmental agency or body having jurisdiction over the Issuer or any of its subsidiaries or any of their respective properties, and (ii) has not received written notice of any alleged material violation of any of the foregoing except, in the case of clauses (i) and (ii) above, for any such failure to comply, default or violation that would not, individually or in the aggregate, be reasonably expected to have a Material Adverse Effect. Subject to the restrictions that result solely from the Issuer or any subsidiary's status as a debtor-in-possession under chapter 11 of the Bankruptcy Code (including that in certain instances such subsidiary's conduct of its business requires Bankruptcy Court approval), each of the Issuer and its subsidiaries holds all material licenses, franchises, permits, consents, registrations, certificates and other governmental and regulatory permits, authorizations and approvals required for the operation of the business as currently conducted by it and for the ownership, lease or operation of its material assets, except where the failure to possess or make the same would not, individually or in the aggregate, have a Material Adverse Effect and is not in violation of its certificate of incorporation, bylaws or other organizational document. Except as otherwise set forth in the SEC Filings, no event has occurred, with the notice or lapse of time or both, that would constitute a default, in the due performance or observation of any term, covenant or condition contained in any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Issuer or any of its subsidiaries is a party or by which the Issuer or any of its subsidiaries is subject.

(j) Legal Proceedings. Except as described in the SEC Filings, there are no legal, governmental or regulatory investigations, actions, suits or proceedings pending or, to the knowledge of the Issuer, threatened against the Issuer or any of its subsidiaries which, individually or in the aggregate, if determined adversely to the Issuer or any of its subsidiaries, would reasonably be expected to have a Material Adverse Effect.

(k) Independent Accountants. Deloitte & Touche LLP (the "Accountants"), who have certified the financial statements of the Issuer and its consolidated subsidiaries, are an independent registered public accounting firm with respect to the Issuer and its consolidated subsidiaries.

(l) Title to Intellectual Property. The Issuer and its subsidiaries own or possess adequate rights to use all material patents, patent applications,

trademarks, service marks, trade names, trademark registrations, service mark registrations, copyrights, licenses and know-how (including trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or procedures) necessary for the conduct of their respective businesses, except where the failure to own or possess any such rights could not reasonably be expected to have a Material Adverse Effect; and, except as could not reasonably be expected to have a Material Adverse Effect, the conduct of their respective businesses will not conflict in any material respect with any such rights of others, and the Issuer and its subsidiaries have not received any written notice of any material claim of infringement or conflict with any such material rights of others.

(m) No Undisclosed Relationships. No relationship, direct or indirect, exists between or among the Issuer or any of its subsidiaries, on the one hand, and the directors, officers, stockholders, customers or suppliers of the Issuer or any of its subsidiaries, on the other, that is required be disclosed in the SEC Filings and that are not so disclosed.

(n) Investment Company Act. The Issuer is not, and after giving effect to the offering and sale of the New Notes and the application of the proceeds thereof, will not be required to register as an "investment company" or an entity "controlled" by an "investment company" within the meaning of the Investment Company Act of 1940, as amended, and the rules and regulations of the Commission thereunder.

(o) Compliance With Environmental Laws. Except as disclosed in the SEC Filings, the Issuer and its subsidiaries (i) are in compliance with any and all applicable federal, state, local and foreign laws, rules, regulations, decisions and orders relating to the protection of human health and safety, the environment or hazardous or toxic substances or wastes, pollutants or contaminants (collectively, "Environmental Laws"); (ii) have received and are in compliance with all permits, licenses or other approvals required of them under applicable Environmental Laws to conduct their respective businesses and are not aware of any actions that are pending or threatened in writing that seek to repeal, modify, amend, revoke, limit, or otherwise appeal or challenge any such permits, licenses or other approvals; (iii) have not received written notice of any actual or potential liability for the investigation or remediation of any disposal, arrangement for disposal or release of hazardous or toxic substances or wastes, pollutants or contaminants and (iv) are not aware of any facts, events or circumstances that could give rise to any liability or investigatory, corrective or remedial obligations under Environmental Laws with respect to their past or present facilities or their respective businesses, except, in the case of each of the clauses (i), (ii), (iii) and (iv), as would not, individually or in the aggregate, have a Material Adverse Effect.

(p) Compliance With ERISA. Each "employee benefit plan" as defined in Section 3(3) of the U.S. Employee Retirement Income Security Act of 1974, as amended, including the regulations and published interpretations

thereunder ("ERISA"), as to which the Issuer or, to the Issuer's knowledge, any of its subsidiaries has or could have any liability, is in compliance in all material respects with all applicable provisions of ERISA and the U.S. Internal Revenue Code of 1986, as amended, including the regulations thereunder (the "Code"), each such "employee benefit plan" has been established and administered in accordance with its terms and each of the Issuer and its subsidiaries is in compliance in all material respects with its obligations under ERISA and the Code with respect to each such "employee benefit plan". Each "employee benefit plan" for which the Issuer or its subsidiaries could have any liability that is intended to be qualified under Section 401(a) of the Code is so qualified in all respects and nothing has occurred, whether by action or by failure to act, which would cause the loss of such qualification, except as would not, individually or in the aggregate result in a Material Adverse Effect. Except as would not, individually or in the aggregate, result in a Material Adverse Effect, (i) no "reportable event" (within the meaning of Section 4043(c) of ERISA) has occurred with respect to any "employee benefit plan" for which the Issuer, or any entity that is required to be aggregated with the Issuer pursuant to Section 414 of the Code (an "ERISA Affiliate"), could have any liability; (ii) each of the Issuer and any ERISA Affiliate has not incurred and does not expect to incur liability under Title IV of ERISA other than for PBGC premiums due but not delinquent under Section 4007 of ERISA; (iii) neither the Issuer or any of its subsidiaries has incurred nor do any such entities expect to incur liability under Section 4971 or 4975 of the Code; and (iv) no "employee benefit plan" for which the Issuer or any ERISA Affiliate could have any liability has failed to satisfy the minimum funding standard (within the meaning of Section 412 of the Code or Section 302 of ERISA) applicable to such plan, or filed pursuant to Section 412(c) of the Code or Section 302(c) of ERISA of an application for a waiver of the minimum funding standard with respect to any such "employee benefit plan".

(q) Accounting Controls. The Issuer and its subsidiaries maintain systems of internal accounting controls designed in accordance with applicable law to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorizations; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles and to maintain asset accountability; (iii) access to assets is permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

(r) Insurance. Except as would not, individually or in the aggregate, result in a Material Adverse Effect, the Issuer and its subsidiaries have insurance covering their respective properties, operations, personnel and businesses, including business interruption insurance, which insurance is in amounts and insures against such losses and risks as are customary for companies whose businesses are similar to the Issuer and its subsidiaries; and as of the date hereof, neither the Issuer nor any of its subsidiaries has (i) received written notice from

any insurer or agent of such insurer that capital improvements or other material expenditures are required or necessary to be made in order to continue such insurance or (ii) any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage at reasonable cost from similar insurers as may be necessary to continue its business.

(s) No Unlawful Payments. Neither the Issuer nor any of its subsidiaries nor, to the knowledge of the Issuer, any director, officer, agent, employee or other person associated with or acting on behalf of the Issuer or any of its subsidiaries has (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity, (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds, (iii) violated or is in violation of any provision of the Foreign Corrupt Practices Act of 1977 or (iv) made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment.

(t) No Restrictions on Certain Dividends and Other Payments. The Issuer's direct and indirect subsidiaries are not currently prohibited, directly or indirectly, under any agreement or other instrument to which it is a party, other than under the Issuer's Fourth Amended and Restated Credit Agreement dated as of January 31, 2005 (as amended by the First Amendment dated as of November 28, 2007, the Second Amendment dated as of January 28, 2009 and the Third Amendment dated as of August 14, 2009 and as may be further amended from time to time, the "Credit Agreement"), from paying any dividends to its parent, from making any other distribution on such subsidiary's capital stock, from repaying to the Issuer or any other subsidiary of the Issuer any loans or advances to such subsidiary from the Issuer or from any other subsidiary of the Issuer or from transferring any of such subsidiary's properties or assets to the Issuer or any other subsidiary of the Issuer.

(u) No Broker's Fees. None of the Issuer or any of its subsidiaries is a party to any contract, agreement or understanding with any person (other than this Agreement) that would give rise to a valid claim against the Investors for a brokerage commission, finder's fee or like payment in connection with the offering and sale of the Rights or the New Notes.

(v) Labor Relations. Except as set forth in the SEC Filings:

(i) neither the Issuer nor any of its subsidiaries is a party to, or bound by, any material collective bargaining agreement, contract or other agreement or understanding with a labor union or labor organization (other than contracts or other agreements or understandings with labor unions or labor organizations in connection with products and services offered and sold to such unions and organizations by the Issuer or its subsidiaries);

(ii) neither the Issuer nor any of its subsidiaries is the subject of any proceeding asserting that it or any subsidiary has committed an unfair labor practice or sex, age, race or other discrimination or seeking to compel it to bargain with any labor organization as to wages or conditions of employment, which, individually or in the aggregate, has had or would reasonably be expected to have a Material Adverse Effect;

(iii) there are no current or, to the knowledge of the Issuer, threatened organizational activities or demands for recognition by a labor organization seeking to represent employees of the Issuer or any subsidiary and no such activities have occurred during the past 24 months that has had or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect;

(iv) no grievance, arbitration, litigation or complaint or, to the knowledge of the Issuer, investigations relating to labor or employment matters is pending or, to the knowledge of the Issuer, threatened against the Issuer or any of its subsidiaries which, except as has not had, and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect;

(v) the Issuer and each of its subsidiaries has complied and is in compliance in all respects with all applicable laws (domestic and foreign), agreements, contracts, and policies relating to employment, employment practices, wages, hours, and terms and conditions of employment and is not engaged in any material unfair labor practice as determined by the National Labor Relations Board (or any foreign equivalent) except where the failure to comply has not had or would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect;

(vi) the Issuer has complied in all respects with its payment obligations to all employees of the Issuer and its subsidiaries in respect of all wages, salaries, commissions, bonuses, benefits and other compensation due and payable to such employees under any Issuer policy, practice, agreement, plan, program or any statute or other law, except to the extent that any noncompliance, either individually or in the aggregate, has not had and would not reasonably be expected to have a Material Adverse Effect; and

(vii) the Issuer has complied and is in compliance in all respects with its obligations pursuant to the Worker Adjustment and Retraining Notification Act of 1988 (and any similar state or local law) to the extent applicable, and all material other employee notification and bargaining obligations arising under any collective

bargaining agreement or statute, except to the extent that any noncompliance, either individually or in the aggregate, has not had and would not reasonably be expected to have a Material Adverse Effect.

(w) Title to Real and Personal Property. The Issuer and its subsidiaries have good and marketable title to all real property owned by the Issuer and its subsidiaries and good title to all other tangible and intangible properties (other than Intellectual Property covered by Section 3(m) owned by them, in each case, free and clear of all mortgages, pledges, liens, security interests, claims, restrictions or encumbrances of any kind except such as (i) are described in the SEC Filings or (ii) individually and in the aggregate, have not had and would not reasonably be expected to have a Material Adverse Effect. All of the leases and subleases to which the Issuer or its subsidiaries are a party are in full force and effect and enforceable by the Issuer or such subsidiary in accordance with their terms, and neither the Issuer nor any subsidiary has received any written notice of any claim that has been asserted by anyone adverse to the rights of the Issuer or any subsidiary under any of the leases or subleases mentioned above, or affecting or questioning the rights of the Issuer or such subsidiary to the continued possession of the leased or subleased property by under any such lease or sublease, except where any such claim or failure to be enforceable would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(x) Tax Matters. Except where any such failure has not had or would not be expected to have a Material Adverse Effect: (i) the Issuer (and each subsidiary) has filed all material Tax Returns required to be filed by applicable law prior to the date hereof; such Tax Returns were true, complete and correct; and the Issuer (and each subsidiary) (A) has paid all Taxes that are due and payable and (B) has recorded reserves for any Taxes in accordance with GAAP; (ii) there are no Tax liens upon the assets of the Issuer (or any subsidiary) except liens for Taxes not yet due or payable; (iii) neither the Issuer nor any subsidiary has executed any outstanding waivers or comparable consents regarding the application of the statute of limitations for any Taxes or Tax Returns (and no extensions of any statutory periods have been executed on their behalf); (iv) no audits or other administrative proceedings or court proceedings are presently pending or to the knowledge of Issuer threatened with regard to any Taxes or Tax Returns of the Issuer (or any subsidiary); (v) the Issuer (and each subsidiary) has withheld and paid all material Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, stockholder, or other third party, and all Forms W-2 and 1099 required with respect thereto have been properly completed and timely filed; (vi) the Issuer is not a United States real property holding corporation within the meaning of Code section 897(c)(2); (vii) neither the Issuer nor any subsidiary has any liability for Taxes of any person other than the Issuer and its subsidiaries under Treasury Regulation §1.1502-6 (or any similar provision of state, local, or non-U.S. law); and (viii) neither the Issuer nor any subsidiary is a party to or bound by any tax

allocation or tax sharing agreement. Neither the Issuer nor any subsidiary is or has been party to any "listed transaction" as defined in Code §6707A(c)(2) and Treas. Reg. §1.6011-4(b)(2). As used in this Section 3(x), "Taxes" means any federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under Code §59A), customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto; and "Tax Return" means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

4. Representations and Warranties of the Investors. Each of the Investors, severally and not jointly, represents and warrants to, and agrees, with respect to itself only, with, the Issuer as set forth below. Each representation, warranty and agreement is made as of the date hereof and as of the Effective Date:

(a) Organization. Such Investor has been duly incorporated or formed, as the case may be, and is validly existing as a corporation or a limited partnership, as the case may be, in good standing under the laws of its jurisdiction of organization.

(b) Corporate Power and Authority. Such Investor has the requisite corporate power and authority to enter into, execute and deliver this Agreement and to perform its obligations hereunder and has taken all necessary action required for the due authorization, execution, delivery and performance by it of this Agreement.

(c) Execution and Delivery. This Agreement has been duly and validly executed and delivered by such Investor and constitutes its valid and binding obligation, enforceable against such Investor in accordance with its terms, subject to general equitable principles.

(d) No Conflicts. The execution, delivery, and performance by such Investor of this Agreement do not and shall not (i) violate any provision of its certificate of incorporation or by-laws (or other organizational documents) or any law, rule, or regulation applicable to it or (ii) conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any material contractual obligation to which it is a party or under its certificate of incorporation or by-laws (or other organizational documents).

(e) Proceedings. No litigation or proceeding before any court, arbitrator, or administrative or governmental body is pending against it that would adversely affect such Investor's ability to enter into this Agreement or perform its obligations hereunder.

(f) Consents and Approvals. No consent, approval, order, authorization, registration or qualification of or with any court or governmental agency or body having jurisdiction over such Investor or such Investor's affiliates, is required in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby, except for any consent, approval, order or authorization required under the Bankruptcy Code.

(g) Sufficiency of Funds. Such Investor has, or is the investment advisor or investment manager for entities that have, and on the Effective Date will have or is the investment advisor or investment manager for entities that will have, sufficient immediately available funds to make and complete the payment of the aggregate Purchase Price for its portion of the Unsubscribed New Notes and the availability of such funds is not subject to the consent, approval or authorization of any third party.

(h) Sophistication and Investment Intent. Such Investor has such knowledge, sophistication and experience in business and financial matters so as to be capable of evaluating the merits and risks of the prospective investment in the New Notes, and has so evaluated the merits and risks of such investment. Such Investor is, as of the date hereof and will be as of the Effective Date, an "accredited investor" within the meaning of Rule 501(a) under the Securities Act of 1933, as amended (the "Securities Act"). Such Investor understands and is able to bear any economic risks associated with such investment (including, without limitation, the necessity of holding such Unsubscribed New Notes for an indefinite period of time or the complete loss of such investment). Such Investor is acquiring the New Notes in good faith solely for its own account or accounts managed by it, for investment and not with a view toward distribution within the meaning of the Securities Act. Such Investor acknowledges that the Issuer will rely upon the truth and accuracy of the foregoing as well as the other representations, warranties and other agreements of such Investor in connection with the transactions described in this Agreement.

(i) Information. Such Investor acknowledges that it has been afforded the opportunity to ask questions and receive answers concerning the Issuer and to obtain additional information. Notwithstanding the foregoing, nothing contained herein will operate to modify or limit in any respect the representations and warranties of the Issuer or to relieve the Issuer from any obligations to such Investor for breach thereof or the making of misleading statements or the omission of material facts in violation of applicable law in connection with the transactions contemplated herein.

5. Additional Covenants of the Issuer. The Issuer agrees with the Investors:

(a) First Day Motions, Disclosure Statement and Plan. The Issuer will file each of the first day motions in connection with the Chapter 11 Case as set forth on Schedule I of the Noteholders Restructuring Support Agreement on the date the Debtors file petitions commencing the Chapter 11 Case (the "Chapter 11

Commencement Date"). In accordance with the Term Sheets, the DIP Order (as defined below) and the post-petition debtor-in-possession financing ("DIP Financing") agreement (as amended, restated, supplemented or otherwise modified in accordance with the terms thereof, the "DIP Agreement", and together with the Term Sheets and the DIP Order, the "Restructuring Support Documents") attached to the Interim DIP Order (as defined below) in Exhibit B hereto, the Issuer will prepare and file with the Bankruptcy Court a Disclosure Statement and Plan reflecting the terms and conditions set forth in the Restructuring Support Documents and in form and substance reasonably acceptable to the Required Investors and use commercially reasonable efforts to seek Bankruptcy Court approval thereof under sections 1125 and 1129 of the Bankruptcy Code as set forth in the Restructuring Support Documents. Prior to filing or disseminating any revision, supplement, modification or amendment to the Plan, the Disclosure Statement or any version of the Plan or the Disclosure Statement, the Issuer will provide counsel to the Investors a copy of such filing, revision, modification, supplement or amendment and a reasonable opportunity to review and comment on such documents prior to being filed or disseminated; provided that such review and comment shall not constitute a presumption or other determination that the documents constitute (and comply with the definition of) either a Plan or a Disclosure Statement, as applicable. In addition, the Issuer will provide counsel to the Investors a copy of a draft of the Confirmation Order and a reasonable opportunity to review such draft prior to such order being filed with the Bankruptcy Court. The Debtors shall not make any revision, supplement, modification or amendment to the Plan or the Disclosure Statement that would change, in a manner that is adverse to the Investors, any of the terms set forth on the Term Sheets attached as Exhibit A hereto without the prior written consent of (i) 50% of the Investors (by purchase obligation) (the "Required Investors"), and (ii) with respect to any change that adversely affects a New Notes Investor in a manner different from the other New Notes Investors, the consent of each such New Notes Investor, and if such consent is not obtained, such non-consenting New Notes Investor shall have no further obligations whatsoever under this Agreement.

(b) Rights Offering. To effectuate the Rights Offering as provided herein and to use commercially reasonable efforts to seek entry of an order of the Bankruptcy Court, prior to the commencement of the Rights Offering, authorizing the Issuer and the other Debtors to conduct the Rights Offering pursuant to the securities exemption provisions set forth in section 1145(a) of the Bankruptcy Code.

(c) Notification. To notify, or to cause the Subscription Agent to notify, on each Friday during the Rights Exercise Period and on each Business Day during the five (5) Business Days prior to the Expiration Time (and any extensions thereto), or more frequently if reasonably requested by an Investor, each Investor of the aggregate principal amount of Rights known by the Issuer or the Subscription Agent to have been exercised pursuant to the Rights Offering as

of the close of business on the preceding Business Day or the most recent practicable time before such request, as the case may be.

(d) Unsubscribed New Notes. To determine, or instruct the Subscription Agent to determine, the principal amount of Unsubscribed New Notes, if any, in good faith, and to provide, or instruct the Subscription Agent to provide a Purchase Notice or a Satisfaction Notice that reflects the principal amount of Unsubscribed New Notes as so determined and to provide to the Investors, such written backup to the determination of the Unsubscribed New Notes as an Investor may reasonably request.

(e) Use of Proceeds. The Issuer will apply the net proceeds from the sale of the New Notes as provided in the Term Sheets.

(f) No Stabilization. The Issuer will not take, directly or indirectly, any action designed to or that could reasonably be expected to cause or result in any stabilization or manipulation of the price of the New Notes.

(g) Registration Rights Agreement. The Issuer will file with the Bankruptcy Court as soon as practicable a form of a registration rights agreement (the "Registration Rights Agreement") in form and substance reasonably acceptable to the Issuer and the Required Investors. The Issuer and the Investors shall use commercially reasonable efforts to negotiate and execute, and seek Bankruptcy Court approval of, the Registration Rights Agreement as promptly as practicable.

(h) Conduct of Business. During the period from the date of this Agreement to the Effective Date , the Issuer and its subsidiaries shall carry on their businesses in the ordinary course (subject to any actions which are consistent with the SEC Filings and any limitations on such actions under the Bankruptcy Code) and, to the extent consistent therewith, use their commercially reasonable efforts to preserve intact their current business organizations, keep available the services of their current officers and employees and preserve their relationships with customers, suppliers, licensors, licensees, distributors and others having business dealings with the Issuer or its subsidiaries. Without limiting the generality of the foregoing, and except as otherwise expressly provided or permitted by this Agreement, prior to the Effective Date, the Issuer shall not, and shall cause its subsidiaries not to, take any of the following actions without the prior written consent of the Required Investors, which consent shall not be unreasonably withheld, conditioned or delayed:

(i) (A) declare, set aside or pay any dividends on, or make any other distributions in respect of, any of its capital stock (other than upstream dividends by a direct or indirect wholly-owned subsidiary of the Issuer to the Issuer or another direct or indirect subsidiary of the Issuer), (B) split, combine or reclassify any of its capital stock or issue or authorize the issuance of any other securities in respect of, in lieu of or in

substitution for shares of its capital stock or (C) purchase, redeem or otherwise acquire, except in connection with the Plan, any shares of capital stock of the Issuer or any other securities thereof or any rights, warrants or options to acquire any such shares or other securities;

(ii) except for intercompany transactions and any financing activities which are consistent with the Issuer's existing financing, issue, deliver, grant, sell, pledge, dispose of or otherwise encumber any of its capital stock or any securities convertible into, or any rights, warrants or options to acquire, any such capital stock at less than fair market value;

(iii) acquire or agree to acquire by merging or consolidating with, or by purchasing a substantial portion of the stock, or other ownership interests in, or substantial portion of assets of, or by any other manner, any business or any corporation, partnership, association, joint venture, limited liability company or other entity or division thereof except in the ordinary course of business;

(iv) sell, lease, mortgage, pledge, grant a lien, mortgage, pledge, security interest, charge, claim or other encumbrance of any kind or nature on or otherwise encumber or dispose of any of its properties or assets, except (A) in the ordinary course of business, (B) to the extent required in connection with the DIP Financing and (C) other transactions involving not in excess of $5 million in any 12 month period;

(v) other than ordinary course trade payables and in connection with raw materials or foreign exchange hedging transactions or the DIP Financing, incur any indebtedness for borrowed money or guarantee any such indebtedness of another individual or entity, issue or sell any debt securities or warrants or other rights to acquire any debt securities of the Issuer, guarantee any debt securities of another individual or entity, enter into any "keep well" or other agreement to maintain any financial statement condition of another person (other than a subsidiary) or enter into any arrangement having the economic effect of any of the foregoing in excess of $5 million in any 12 month period;

(vi) except for the previously negotiated collective bargaining agreement covering Accuride Canada, Inc., enter into any new, or amend or supplement any existing, collective bargaining agreement; or

(vii) authorize any of, or commit or agree to take any of, the foregoing actions.

(i) Access to Information. Subject to applicable law and existing confidentiality agreements between the parties (*provided* that, unless otherwise agreed upon between the Issuer and any particular Investor, prior to receipt of any such information by such Investor, such Investor shall enter into an

amendment to its confidentiality agreement to remove any requirement for the Issuer to disclose material non-public information under Section 4 thereof and such amendment shall be effective until the earlier of the Effective Date or the date on which this Agreement is terminated in accordance with the terms herein), upon reasonable notice, the Issuer shall (and shall cause its subsidiaries to) afford the Investors and their respective directors, officers, employees, investment bankers, attorneys, accountants and other advisors or representatives, reasonable access, throughout the period prior to the Effective Date, to its employees, properties, books, contracts and records and, during such period, the Issuer shall (and shall cause its subsidiaries to) furnish promptly to the Investors all information concerning its business, properties and personnel as may reasonably be requested by any Investor; provided, that the foregoing shall not require the Issuer (i) to permit any inspection, or to disclose any information, that in the reasonable judgment of the Issuer would cause the Issuer to violate any of its obligations with respect to confidentiality to a third party if the Issuer shall have used commercially reasonable efforts to obtain the consent of such third party to such inspection or disclosure, (ii) to disclose any privileged information of the Issuer or any of its subsidiaries or (iii) to violate any laws; provided, further, that the Issuer shall deliver to the Investors a schedule setting in forth in reasonable detail a description of any information not provided to the Investors pursuant to subclauses (i) through (iii) above.

(j) Financial Information. For each month, beginning October 31, 2009 until the Expiration Time, the Issuer shall provide to each Investor an unaudited consolidated balance sheet and related unaudited consolidated statements of operations and consolidated statements of cash flows for the month then ended within 30 days of the end of such month (the "Monthly Financial Statements"). The Monthly Financial Statements, except as indicated therein, shall be prepared in accordance with the Issuer's normal financial reporting practices.

(k) Amendments to Organizational Documents. The Issuer will amend its certificate of incorporation, bylaws and any other required organizational documents to provide for the governance rights granted to holders of the New Notes as set forth in the Term Sheets.

6. Additional Covenants of the Investors. Each of the Investors, severally and not jointly, agrees with the Issuer, with respect to itself only:

(a) No Inconsistent Action. To not file any pleading or take any other action in the Bankruptcy Court with respect to this Agreement, the Plan, the Disclosure Statement or the Confirmation Order of the consummation of the transactions contemplated hereby or thereby that is inconsistent in any material respect with this Agreement or the Issuer's efforts to obtain the entry of court orders consistent with this Agreement other than to enforce such Investor's rights and remedies at law or equity, or to enforce the terms of the Restructuring Support Documents or this Agreement.

(b) Transfer Restrictions. Such Investor acknowledges that Unsubscribed New Notes to be purchased by it pursuant to the terms of this Agreement have not been registered under the Securities Act and that the Company shall not be required to effect any registration of the Unsubscribed New Notes under the Securities Act or any state securities law except as contemplated in the Registration Rights Agreement. Such Investor acknowledges that Unsubscribed New Notes will only be disposed of pursuant to an effective registration statement under the Securities Act or pursuant to an available exemption from the registration requirements of the Securities Act, and in compliance with any applicable state securities laws.

7. Conditions.

(a) Conditions to the Obligations of Each Party. The respective obligations of the Investors and the Issuer to effect the purchase of the Unsubscribed New Notes pursuant to this Agreement on the Effective Date are subject to the following conditions:

(i) Confirmation Order. An order of the Bankruptcy Court confirming a Plan consistent with the Restructuring Support Documents (the "Confirmation Order") shall have been entered and such order shall be final and non-appealable, shall not have been appealed within ten (10) days of entry or, if such order is appealed, shall not have been stayed pending appeal, and there shall not have been entered by any court of competent jurisdiction any reversal, modification or vacatur, in whole or in part, of the Confirmation Order.

(ii) Conditions to Confirmation. The conditions to confirmation and the conditions to the Effective Date of the Plan shall have been satisfied or waived in accordance with the Plan.

(iii) Documentation. The Issuer and the Investors shall have received all the documentation required to consummate the transaction contemplated hereby, including but not limited to the Indenture and, in the case of the Investors, an officers' certificate of the Issuer certifying as to the effect of Section 7(b)(i) hereof and other documents and certificates as the Issuer and the Investors may reasonably require, each duly executed and in form and substance reasonably satisfactory to the Issuer and the Required Investors.

(iv) Rights Offering. The Expiration Time shall have occurred.

(v) No Restraint. No judgment, injunction, decree or other legal restraint shall prohibit the consummation of the Plan, the Rights Offering or the transactions contemplated by this Agreement.

(vi) HSR Act; Regulatory Approvals. If the purchase of Unsubscribed New Notes by any Investor pursuant to this Agreement is subject to the terms of the HSR Act or the laws of any relevant foreign jurisdiction, the applicable

waiting period shall have expired or been terminated thereunder with respect to such purchase.

(vii) No Legal Impediment to Issuance. No action shall have been taken and no statute, rule, regulation or order shall have been enacted, adopted or issued in each by any federal, state or foreign governmental or regulatory authority that, as of the Effective Date, prohibits the issuance or sale of the Rights or the New Notes or the Purchased New Notes or the sale of the Unsubscribed New Notes pursuant to this Agreement; and no injunction or order of any federal, state or foreign court shall have been issued that, as of the Effective Date, prohibits the issuance or sale of the Rights or the New Notes or the Purchased New Notes or the resale of the Unsubscribed New Notes pursuant to the Agreement.

(viii) Consents. All other material governmental and third party notifications, filings, consents, waivers and approvals required for the consummation of the transactions contemplated by this Agreement and the Plan shall have been made or received.

(b) Conditions to the Obligations of the Investors. The obligation of the Investors to purchase the Unsubscribed New Notes pursuant to this Agreement on the Effective Date are subject to the following conditions:

(i) Representations and Warranties and Covenants. The representations and warranties of the Issuer set forth in this Agreement (other than such representations and warranties set forth in Section 3(h)(iii)) (disregarding all qualifications and exceptions contained therein regarding materiality or Material Adverse Effect) shall be true and correct on the date hereof and on the Effective Date as if made on such date, except, where the failure of such representations and warranties to be so true and correct, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect. The Issuer shall have complied in all material respects with all of its material obligations hereunder.

(ii) No Material Adverse Change. Since the date of this Agreement, no Material Adverse Change Event shall have occurred and be continuing.

(iii) Liquidity. As of the Effective Date, the Issuer and its consolidated subsidiaries shall have minimum cash and cash equivalents of $50 million (excluding any cash used to collateralize any letter of credit), adjusted to give effect to the restructuring contemplated under the Plan and the consummation of the Rights Offering, the purchase of the Unsubscribed New Notes by the Investors and the other transactions contemplated by this Agreement.

(iv) Purchase Notice. The Investors shall have received a Purchase Notice in accordance with Section 1(e), dated as of the Determination Date, stating the principal amount of Unsubscribed New Notes to be purchased pursuant to the Backstop Commitment.

(v) Fees, Etc. All fees and other amounts required to be paid or reimbursed to the Investors as of the Effective Date, including, without limitation, the Backstop Fee, shall have been paid or reimbursed in full.

(vi) Registration Rights Agreement. The Issuer shall have entered into the Registration Rights Agreement with the Investors in accordance with Section 5(g), in form and substance reasonably satisfactory to the Required Investors.

(vii) Terms of New Notes. The New Notes shall have the terms set forth in Exhibit A hereto.

(c) Conditions to the Obligations of the Issuer. The obligation of the Issuer to effect the purchase the Unsubscribed New Notes pursuant to this Agreement on the Effective Date are subject to the following conditions:

(i) Representations and Warranties and Covenants. The representations and warranties of the Investors set forth in this Agreement shall be true and correct in all material respects on the date hereof and on the Effective Date as if made on such date. The Investors shall have complied in all material respects with all of their respective material obligations hereunder.

8. Indemnification.

(a) Whether or not the Rights Offering is consummated or this Agreement is terminated, the Issuer (in such capacity, the "Indemnifying Party") shall indemnify and hold harmless the Investors, their respective affiliates and their respective officers, directors, employees, agents and controlling persons (each an "Indemnified Person") from and against any and all losses, claims, damages, liabilities and reasonable expenses, joint or several, to which any such Indemnified Person may become subject arising out of or in connection with any third party claim, challenge, litigation, investigation or proceeding with respect to this Agreement, the Rights Offering, the Backstop Commitment, or the transactions contemplated hereby or thereby, including without limitation, payment of the Backstop Fee, distribution of Rights, purchase and sale of New Notes in the Rights Offering and purchase and sale of Unsubscribed New Notes pursuant to this Agreement, or any breach by the Issuer of this Agreement and to reimburse such Indemnified Persons for any reasonable legal or other reasonable out-of-pocket expenses as they are incurred in connection with investigating, responding to or defending any of the foregoing, provided that the foregoing indemnification will not, as to any Indemnified Person, apply to losses, claims, damages, liabilities or expenses to the extent that they are finally judicially determined to have resulted from any breach of this Agreement by such Indemnified Person or bad faith, gross negligence or willful misconduct on the part of such Indemnified Person. If for any reason the foregoing indemnification is unavailable to any Indemnified Person or insufficient to hold it harmless, then the Indemnifying Party shall contribute to the amount paid or payable by such Indemnified Person as a result of such loss, claim, damage, liability or expense in

such proportion as is appropriate to reflect not only the relative benefits received by the Indemnifying Party on the one hand and such Indemnified Person on the other hand but also the relative fault of the Indemnifying Party, on the one hand, and such Indemnified Person, on the other hand, as well as any relevant equitable considerations. It is hereby agreed that the relative benefits to the Indemnifying Party on the one hand and all Indemnified Persons on the other hand shall be deemed to be in the same proportion as (i) the total value received or proposed to be received by the Issuer pursuant to the sale of New Notes contemplated by this Agreement bears to (ii) the aggregate fee paid or proposed to be paid to the Investors in connection with such sale.

(b) Promptly after receipt by an Indemnified Person of notice of the commencement of any claim, litigation, investigation or proceeding relating to this Agreement, the Rights Offering, the Backstop Commitment, or any of the transactions contemplated hereby or thereby ("Proceedings"), such Indemnified Person will, if a claim is to be made hereunder against the Indemnifying Party in respect thereof, notify the Indemnifying Party in writing of the commencement thereof; provided that the omission so to notify the Indemnifying Party will not relieve it from any liability that it may have hereunder except to the extent it has been materially prejudiced by such failure. In case any such Proceedings are brought against any Indemnified Person and it notifies the Indemnifying Party of the commencement thereof, the Indemnifying Party will be entitled to participate therein, and, to the extent that it may elect by written notice delivered to such Indemnified Person, to assume the defense thereof, with counsel reasonably satisfactory to such Indemnified Person, provided that if the defendants in any such Proceedings include both such Indemnified Person and the Indemnifying Party and such Indemnified Person shall have concluded that there may be legal defenses available to it that are different from or additional to those available to the Indemnifying Party, such Indemnified Persons shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such Proceedings on behalf of such Indemnified Person. Upon receipt of notice from the Indemnifying Party to such Indemnified Person of its election so to assume the defense of such Proceedings and approval by such Indemnified Person of counsel, the Indemnifying Party shall not be liable to such Indemnified Person for expenses incurred by such Indemnified Person in connection with the defense thereof (other than reasonable costs of investigation) unless (i) such Indemnified Person shall have employed separate counsel in connection with the assertion of legal defenses in accordance with the proviso to the next preceding sentence (it being understood, however, that the Indemnifying Party shall not be liable for the expenses of more than one separate counsel representing the Indemnified Persons who are parties to such Proceedings), (ii) the Indemnifying Party shall not have employed counsel reasonably satisfactory to such Indemnified Person to represent such Indemnified Person within a reasonable time after notice of commencement of the Proceedings or (iii) the Indemnifying Party shall have authorized in writing the employment of counsel for such Indemnified Person.

(c) The Indemnifying Party shall not be liable for any settlement of any Proceedings effected without its written consent (which consent shall not be unreasonably withheld). If any settlement of any Proceeding is consummated with the written consent of the Indemnifying Party or if there is a final judgment for the plaintiff in any such Proceedings, the Indemnifying Party agrees to indemnify and hold harmless each Indemnified Person from and against any and all losses, claims, damages, liabilities and expenses by reason of such settlement or judgment in accordance with, and subject to the limitations of, the provisions of this Section 8. The Indemnifying Party shall not, without the prior written consent of an Indemnified Person (which consent shall not be unreasonably withheld), effect any settlement of any pending or threatened Proceedings in respect of which indemnity has been sought hereunder by such Indemnified Person unless (a) such settlement includes an unconditional release of such Indemnified Person in form and substance reasonably satisfactory to such Indemnified Person from all liability on the claims that are the subject matter of such Proceedings and (b) does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any Indemnified Person.

9. Acknowledgements and Agreements of the Debtors. Notwithstanding anything herein to the contrary, the Debtors acknowledge and agree that (a) the transactions contemplated hereby are arm's-length commercial transactions between the Issuer and the Debtors, on the one hand, and the Investors, on the other, (b) in connection therewith and with the processes leading to such transactions, each Investor is acting solely as a principal and not the agent or fiduciary of the Issuer or the Debtors or their estates, (c) the Investors have not assumed advisory or fiduciary responsibilities in favor of the Issuer or the Debtors or their estates with respect to such transactions or the processes leading thereto and (d) the Issuer and the Debtors have consulted their own legal and financial advisors to the extent they deemed appropriate.

10. Defaulting Investor.

(a) If any Investor defaults on its obligation to purchase the Unsubscribed New Notes that it has agreed to purchase hereunder, the non-defaulting Investors may in their discretion arrange for the purchase of such Unsubscribed New Notes by other persons satisfactory to the Issuer (including such non-defaulting Investors on a pro rata basis) on the terms contained in this Agreement. As used in this Agreement, the term "Investor" includes, for all purposes of this Agreement unless the context otherwise requires, any person not listed in Schedule A hereto that, pursuant to this Section 10, purchases the Unsubscribed New Notes that a defaulting Investor agreed but failed to purchase.

(b) If, after giving effect to any arrangements for the purchase of the Unsubscribed New Notes of a defaulting Investor or Investors by the non-defaulting Investors and the Issuer as provided in paragraph (a) above, the Issuer shall not have initiated litigation against the defaulting Investor or Investors seeking specific performance of their obligations under this Agreement and the aggregate principal amount of Unsubscribed New Notes that remain unpurchased

on the Effective Date exceeds $15.0 million, then this Agreement shall terminate without liability on the part of the non-defaulting Investors. Any termination of this Agreement pursuant to this Section 10 shall be without liability on the part of the Issuer, except that the Issuer will continue to be liable for the payment of expenses as set forth in Section 3(c) hereof and except that the provisions of Section 8 hereof shall not terminate and shall remain in effect.

(c) Nothing contained herein shall relieve a defaulting Investor of any liability it may have to the Issuer or any non-defaulting Investor for damages caused by its default.

11. Survival of Representations and Warranties. The representations and warranties made in this Agreement will survive the execution and delivery of this Agreement for the length of the applicable statute of limitations with respect thereto.

12. Termination.

(a) This Agreement shall automatically terminate:

(i) if the assumption of this Agreement by the Debtors has not been approved by the Bankruptcy Court by final order within thirty-five (35) days after the date on which the Debtors file petitions commencing the Chapter 11 Case;

(ii) if the purchase and sale contemplated by Section 2(a) have not occurred by April 15, 2010;

(iii) if the Noteholders Restructuring Support Agreement has been terminated by any of the parties thereto for whatever reasons; or

(iv) if the Lenders Restructuring Support Agreement has been terminated by any of the parties thereto for whatever reasons.

(b) The Required Investors may, acting collectively, terminate this Agreement:

(i) if the Issuer or any of the other Debtors has failed to meet any of the deadlines set forth in Section 6 of the Noteholders Restructuring Support Agreement as in effect at the time;

(ii) if the Debtors shall not have provided evidence satisfactory to the Required Noteholders that lenders representing at least 67% of the aggregate principal amount of the First Out Loan Obligations (as defined in the Credit Agreement) outstanding under the Credit Agreement have executed the Lender Restructuring Support Agreement within seven (7) Business Days after the entry of a order by the Bankruptcy Court approving the Disclosure Statement;

(iii) upon the failure of any of the conditions set forth in Section 7 hereof to be satisfied, which failure cannot be cured by April 15, 2010;

(iv) if the Issuer makes a public announcement that it intends to support or supports, or enters into an agreement to support, or files any pleading or document with the Bankruptcy Court indicating its intention to support, or support, any Competing Transaction; or the Issuer enters into a Competing Transaction;

(v) if the Issuer has materially breached its obligations under this Agreement, the Noteholders Restructuring Support Agreement or the Lenders Restructuring Support Agreement and such breach is not cured (to the extent curable) within five (5) Business Days after first being aware of such breach or the giving of written notice by any Investor to the Issuer of such breach (whichever is earlier);

(vi) if the Plan does not conform in all economic and other material respects to the Term Sheets with respect to the treatment of the Old Notes;

(vii) if the Plan does not conform in all economic and other material respects to the Term Sheets with respect to the treatment of the Investors;

(viii) if the terms of the Plan and the exhibits and any supplements thereto not otherwise set forth in the Restructuring Support Documents, including any amendment or modification of any of the foregoing, shall not be in form or substance reasonably acceptable to the Required Investors;

(ix) if an order dismissing or converting the chapter 11 case of any of the Debtors to a case under chapter 7 of the Bankruptcy Code is entered by the Bankruptcy Court;

(x) if the Debtors' exclusive right to file a chapter 11 plan pursuant to section 1121 of the Bankruptcy Code shall have terminated;

(xi) any court of competent jurisdiction or other competent governmental or regulatory authority issues a ruling, determination, or order making illegal or otherwise restricting, preventing or prohibiting the consummation of the Restructuring substantially on the terms set forth in the Term Sheets and in this Agreement, including an order of the Bankruptcy Court denying confirmation of the Plan, which ruling, determination or order (i) has been in effect for 30 days and (ii) is not stayed;

(xii) upon the entry of an order by the Bankruptcy Court appointing an examiner with enlarged powers relating to the operation of the material part of the business of the Debtors, taken as a whole (powers beyond those set forth in section 1106(a)(3) and (4) of the Bankruptcy Code) under section 1106(b) of the Bankruptcy Code, or the entry of an order by the Bankruptcy Court appointing a trustee under section 1104 of the Bankruptcy Code;

(xiii) if the Bankruptcy Court shall enter an order approving a payment to any party (whether in cash or other property or whether as adequate protection,

settlement of a dispute, or otherwise) that would be inconsistent with the treatment of such party under the Restructuring Support Documents;

(xiv) upon the entry of an order dismissing one or more of the Debtors' chapter 11 cases;

(xv) if (A) the Issuer shall not have obtained an interim order (the "Interim DIP Order") substantially and in all material respects in the form attached as Exhibit B hereto approving the DIP Financing on the terms and conditions set forth in the DIP Agreement within five (5) days after the Chapter 11 Commencement Date; (B) the Issuer has not obtained a final order approving the DIP Financing (such final order, together with the Interim DIP Order, the "DIP Order") on the terms and conditions set forth in the DIP Agreement within forty-five (45) days after the Chapter 11 Commencement Date; or (C) there shall have occurred a "Termination Date" under the DIP Order or the DIP Agreement and the enforcement by the DIP lenders of any of their rights and remedies thereunder;

(xvi) any order required to be entered by the Bankruptcy Court under this Section 12 and Section 6 of the Noteholders Restructuring Support Agreement on a final basis shall not become a final order within a reasonable period of time;

(xvii) the Debtors shall have made a material change to the DIP Budget (as defined in the Noteholders Restructuring Support Agreement) without the prior written consent of the Required Investors; or

(xviii) the Plan does not receive the requisite number of votes in favor of such Plan in number and amount in the class of claims in which the Eligible Holders' claims are placed.

(c) If (i) this Agreement is terminated pursuant to Section 12(b)(iii) or 12(d) and at the time of such termination the Investors are in compliance in all material respects with this Agreement, or (ii) this Agreement is terminated pursuant to Section 12 (a)(ii) or Section 12(b) and within 12 months after such termination of this Agreement, the Issuer or any of its subsidiaries (A) enters into an agreement or files any pleading or document with the Bankruptcy Court evidencing its intention to support, or otherwise supports, any Competing Transaction (as defined below), or (B) enters into a Competing Transaction, in each case, if such Competing Transaction relates to the Issuer's sale of substantially all of its assets under Section 363 of the Bankruptcy Code or other sale of the Issuer through an auction process, then upon the closing of such Competing Transaction, the Issuer shall pay the Investors an aggregate fee of $10 million (the "Termination Fee"), and the Issuer shall also pay to the Investors any Transaction Expenses certified by the Investors to be due and payable hereunder that have not been paid theretofore and such Termination Fee and Transaction Expenses shall, subject to approval of the Bankruptcy Court, constitute

administrative expenses of the Issuer. The provision for the payment of the Termination Fee and Transaction Expenses is an integral part of the transactions contemplated by this Agreement, and without this provision the Investors would not have entered into this Agreement. The Issuer agrees to use its best efforts to obtain approval from the Bankruptcy Court of the Termination Fee. If the Bankruptcy Court fails or refuses to enter an order approving the terms of this Section 12(c), including but not limited to, the Termination Fee, such failure or refusal shall not affect the Investors' commitment hereunder or the other provisions of this Agreement. If the Bankruptcy Court approves the Termination Fee, the Termination Fee shall be the sole and exclusive remedy of the Investors for any breach of this Agreement in circumstances in which the Termination Fee is required to be paid other than any breach of the provisions of Section 13 hereof. Payment of all amounts due under this Section 12(c), shall be made by wire transfer of immediately available funds to the account specified by the Investors at least 24 hours in advance to the Issuer. If payment of the Termination Fee and Transaction Expenses due under this Section 12(c) are not paid, and the Investors are forced to commence any action or proceeding to collect same which results in a final judgment against the Issuer no longer subject to appeal, the Issuer shall pay to the Investors all costs and expenses, including attorneys' fees, in connection with collecting or enforcing their rights and remedies hereunder.

(d) The Issuer may terminate this Agreement in order to enter into a Superior Transaction (as defined below) or an agreement to support a Superior Transaction.

(e) Upon termination under this Section 12, the covenants and agreements made by the parties herein under Sections 9, 11, 12(c) and 13 through 20 will survive indefinitely in accordance with their terms.

13. Competing Transactions. From the date of this Agreement to the Effective Date or earlier termination of this Agreement, the Issuer shall not make a public announcement that it intends to support or supports, enter into an agreement to support, or file any pleading or document with the Bankruptcy Court evidencing its intention to support, or otherwise knowingly support, any transaction inconsistent with this Agreement or the Plan, shall not file any plan that is not the Plan and shall not agree to, consent to, knowingly provide any support to, solicit, participate in the formulation of, or vote for any transaction or plan of reorganization other than the Plan (a "Competing Transaction"). Notwithstanding anything to the contrary herein, or in the Plan or any other agreement among the Issuer and the Investors, at any time prior to the date on which the Plan is confirmed by the Bankruptcy Court, if the Issuer has received a bona fide written proposal for a Competing Transaction that the special committee of the board of directors of the Issuer or, if the special committee is no longer in existence, the board of directors of the Issuer determines in good faith is or could reasonably be expected to lead to a Superior Transaction and that the failure of the Board 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 the Issuer 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 12(d) in order to enter into a Superior Transaction or an agreement to support a Superior Transaction. For purposes of this Agreement, a "Superior Transaction" shall be a Competing Transaction that the special committee of the board of directors of the Issuer or, if the special committee is no longer in existence, the board of directors of the Issuer determines in good faith (x) would be in the best interests of the Issuer and its creditor constituencies and equity holders as a whole, including, but not limited to the Investors, and (y) would reasonably be expected to provide a superior recovery (but, with respect to any creditor constituent, not in excess of its claim) to each class of creditor constituencies and equity holders. At all times prior to, on, or after the date of the commencement of the Chapter 11 Case, the Issuer shall be obligated to promptly deliver to the advisors for the Investors all written communications delivered to or received by the Issuer or its advisors making or materially modifying any proposals with respect to any Competing Transaction, including, without limitation, copies of all expressions of interest, term sheets, letters of interest, offers, proposed agreements or otherwise, and shall periodically update (not less than once every week) the advisors for the Investors concerning such matters.

14. Notices. All notices and other communications in connection with this Agreement will be in writing and will be deemed given (and will be deemed to have been duly given upon receipt) if delivered personally, sent via electronic facsimile (with confirmation), mailed by registered or certified mail (return receipt requested) or delivered by an express courier (with confirmation) to the parties at the following addresses (or at such other address for a party as will be specified by like notice):

(a) If to Investors or any of the Investors, at their respective addresses set forth on the signature pages hereto, with copies to:

Rothschild Inc.
1251 Avenue of the Americas, 51st Floor
New York, NY 10020
Facsimile: (212) 403-5454
Attn: Steven Ledoux

and

Milbank, Tweed, Hadley & McCloy LLP
601 South Figueroa Street, 30th Floor
Los Angeles, CA 90017
Facsimile: (213) 892-4277
Attn: Paul S. Aronzon, Esq.

(b) If to the Issuer, to:

Accuride Corporation
77140 Office Circle
Evansville, IN 47715
Attention: Steve Martin, Esq.

Facsimile: (812) 962-5470

with a copy to:

Latham & Watkins LLP
Sears Tower, Suite 5800
233 South Wacker Drive
Chicago, IL 60606
Attn: David S. Heller, Esq.
Bradley Faris, Esq.
Facsimile: (312) 993-9767

15. Assignment; Third Party Beneficiaries. Neither this Agreement nor any of the rights, interests or obligations under this Agreement will be assigned by any of the parties (whether by operation of law or otherwise) without the prior written consent of the other party. Notwithstanding the previous sentence, this Agreement, or any Investor's obligations hereunder, may be assigned, delegated or transferred, in whole or in part, by an Investor to (i) any entity or person over which such Investor or any of its Affiliates exercises investment authority, including, without limitation, with respect to voting and dispositive rights or (ii) any person or entity reasonably acceptable to the Issuer to which such Investor transfers the Old Notes held by it; provided, that any such assignee assumes the obligations of the Investor hereunder and agrees in writing to be bound by the terms of this Agreement in the same manner as the Investor. Notwithstanding the foregoing or any other provisions herein, no such assignment will relieve the assigning Investor of its obligations hereunder if such assignee fails to perform such obligations. Except as provided in Section 8 with respect to the Indemnified Parties, this Agreement (including the documents and instruments referred to in this Agreement) is not intended to and does not confer upon any person other than the parties hereto any rights or remedies under this Agreement. Notwithstanding the foregoing or any other provisions herein to the contrary, an Investor may not assign any of its rights or obligations under this Agreement, to the extent such assignment would affect the securities laws exemptions applicable to this transaction.

16. Prior Negotiations; Entire Agreement. This Agreement (including the exhibits hereto and the documents and instruments referred to in this Agreement) constitutes the entire agreement of the parties and supersedes all prior agreements, arrangements or understandings, whether written or oral, between the parties with respect to the subject matter of this Agreement, except that the parties hereto acknowledge that any confidentiality agreements heretofore executed among the parties will continue in full force and effect.

17. Governing Law; Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflict of laws of the State of New York. By its execution and delivery of this Agreement, each of the parties hereto hereby irrevocably and unconditionally agrees for itself that any legal action, suit, or proceeding against it with respect to any matter under or arising out of or in connection

with this Agreement or for recognition or enforcement of any judgment rendered in any such action, suit, or proceeding, shall be brought in a federal court of competent jurisdiction in the Southern District of New York. By execution and delivery of this Agreement, each of the parties hereto hereby irrevocably accepts and submits to the nonexclusive jurisdiction of such court, generally and unconditionally, with respect to any such action, suit, or proceeding. Notwithstanding the foregoing consent to jurisdiction, upon the commencement of the Debtors' chapter 11 cases, each of the parties hereto hereby agrees that the Bankruptcy Court shall have exclusive jurisdiction over all matters arising out of or in connection with this Agreement.

18. Counterparts. This Agreement may be executed in any number of counterparts, all of which will be considered one and the same agreement and will become effective when counterparts have been signed by each of the parties and delivered to the other party (including via facsimile or other electronic transmission), it being understood that each party need not sign the same counterpart.

19. Waivers and Amendments. This Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms and conditions of this Agreement may be waived, only by a written instrument signed by the parties or, in the case of a waiver, by the party waiving compliance, and subject, to the extent required, to the approval of the Bankruptcy Court. No delay on the part of any party in exercising any right, power or privilege pursuant to this Agreement will operate as a waiver thereof, nor will any waiver on the part of any party of any right, power or privilege pursuant to this Agreement, nor will any single or partial exercise of any right, power or privilege pursuant to this Agreement, preclude any other or further exercise thereof or the exercise of any other right, power or privilege pursuant to this Agreement. The rights and remedies provided pursuant to this Agreement are cumulative and are not exclusive of any rights or remedies which any party otherwise may have at law or in equity.

20. Headings. The headings in this Agreement are for reference purposes only and will not in any way affect the meaning or interpretation of this Agreement.

21. Specific Performance. The parties acknowledge and agree that any breach of the terms of this Agreement would give rise to irreparable harm for which money damages would not be an adequate remedy, and, accordingly, the parties agree that, in addition to any other remedies, each will be entitled to enforce the terms of this Agreement by a decree of specific performance without the necessity of proving the inadequacy of money damages as a remedy and without the necessity of posting bond.

[*Signature Page Follows*]

If the foregoing is in accordance with your understanding, please sign and return to us a counterpart hereof, and upon the acceptance hereof by you, this letter and such acceptance hereof will constitute a binding agreement between you, and (subject to the approval of the Bankruptcy Court) and the Issuer.

Very truly yours,

ACCURIDE CORPORATION

By: _____
Name:
Title:

Accepted as of the date hereof:

BLACKROCK FINANCIAL MANAGEMENT, INC

By:_____
Name:
Title:

40 East 52nd Street, 4th Floor
New York, NY 10022

Facsimile: _____

Attn: _____

[SIGNATURES CONTINUE ON NEXT PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

BRIGADE LEVERAGED CAPITAL STRUCTURES FUND, LTD.

BRIGADE CAPITAL MANAGEMENT, LLC

as Collateral Manager

By: _____

Name:

Title:

399 Park Avenue
New York, NY 10022

Facsimile: _____

Attn: _____

[SIGNATURES CONTINUE ON NEXT PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

SANKATY ADVISORS, LLC

By: _____

Name:

Title:

111 Huntington Avenue
Boston, MA 02199

Facsimile: _____

Attn: _____

[SIGNATURES CONTINUE ON NEXT PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

TINICUM LANTERN II L.L.C.

By: _____

Name:

Title:

800 Third Avenue, 40th Floor
New York, NY 10022

Facsimile: _____

Attn: _____

EXHIBIT A

TERM SHEETS

FOR SETTLEMENT DISCUSSIONS ONLY
DATED: October 7, 2009

ACCURIDE CORPORATION
NON-BINDING TERM SHEET FOR PROPOSED RESTRUCTURING

Reference is made to those certain 8.5% Senior Subordinated Notes due 2015 (collectively, the "Old Notes") issued by Accuride Corporation, a Delaware corporation ("Accuride", and together with all of its direct and indirect subsidiaries, the "Company").

For discussion purposes only, the following outline of the principal terms and conditions of a restructuring is being submitted for consideration. The *ad hoc* committee (the "Committee") of certain entities[1] that hold or manage the Old Notes contemplates implementing these transactions through a pre-arranged Chapter 11 case to be filed shortly after agreement on this Term Sheet is reached. This Term Sheet and all related communications shall be deemed to be settlement negotiations and subject to Federal Rule of Evidence 408.

This Term Sheet replaces and supersedes all prior agreements and understandings, both written and oral, between the Committee and the Company and their respective advisors with respect to the subject matter hereof.

[1] 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 and Tinicum Incorporated.

Treatment of Current Stakeholders

1. **Term Facility (the "Term Facility") and Revolving Credit Facility (the sum of the Canadian Revolving Facility and the US Revolving Facility, together the "Revolving Credit Facility") under the Credit Agreement (as amended, the "Credit Agreement"), with Citicorp USA, Inc. as administrative agent ("Agent")** (Approximately $56.07 million and $224.60 million outstanding under the Revolving Credit Facility and the Term Facility, respectively as of September 25, 2009)	The Credit Agreement shall be amended with terms and conditions, including covenants and maturities, consistent with the terms set forth in the "Senior Prepetition Debt Restructuring Term Sheet" (in the form approved by the Committee as of the date hereof).
2. Last-Out Facility (the "Sun Facility") under the Credit Agreement (Approximately $70 million outstanding as of September 25, 2009)	The Sun Facility will be repaid or redeemed from the proceeds of new financing (see "Implementation – New Capital" below) on terms acceptable to the Company and the Old Noteholders.
3. **Claims of the Holders (the "Old Noteholders") of the 8.5% Senior Subordinated Notes due 2015 (the "Old Notes") including all related guarantee claims against the Company** ($275 million in principal outstanding, together with accrued interest of $15.3 million as of September 25, 2009)	The Old Noteholders shall receive their pro rata share of shares of common stock issued by restructured or reorganized Accuride (the "New Common Stock"), sufficient to result in the Old Noteholders receiving 98.0% of the aggregate issued and outstanding New Common Stock on a fully diluted basis, except as provided below (the "Noteholder Equity"). The Noteholder Equity shall be subject to dilution by shares issued upon (a) the exercise of the New Warrants (as defined below), (b) the exercise of any options to purchase New Common Stock provided under a management incentive plan acceptable to the new Board of Directors (the "Old Equity Retention"), and (c) the

	conversion of (A) the senior convertible notes (the "New Notes") described in the "Implementation – New Capital" section below and (B) the notes representing the paid-in-kind interest on the New Notes (the "PIK Notes").
4. **Other Secured and Unsecured Claims**	Unimpaired.
5. **Common Equity in Accuride (the "Old Equity")**	The holders of the Old Equity would receive their pro rata share of: (i) 2.0% of the aggregate issued and outstanding New Common Stock on a fully diluted basis, after giving effect to the transactions contemplated herein and subject to further dilution by shares issued upon (a) the exercise of the New Warrants, (b) the exercise of any options to purchase New Common Stock provided under a management incentive plan, and (c) the conversion of the New Notes and the PIK Notes; and (ii) "New Warrants", which would enable the holders thereof to purchase up to 15% in the aggregate of the New Common Stock on a fully diluted basis, subject to further dilution by shares issued upon (a) the exercise of any options to purchase New Common Stock provided under a management incentive plan and (b) the conversion of the New Notes and the PIK Notes. The New Warrants would expire 2 years from the date of their issuance. The New Warrants would be exercisable at a strike price that is 110% of a par recovery on the Old Notes on the effective date of a Restructuring. The New Warrants would have other terms and conditions that are customary for securities of this type. In connection with a pre-arranged Chapter 11 case, all equity interests in Accuride including all options, warrants and other agreements to acquire equity interests of any kind in Accuride (including any arising under or in connection with any employment agreement) will be cancelled. Provided that the Old Equity class votes to accept the plan of reorganization, the holders of Old Equity would receive New Common Stock in a percentage equal to the Old Equity Retention.

Implementation

1. **Restructuring Transaction**	The Company shall restructure its capital structure (the "Restructuring") through a pre-arranged plan of reorganization (the "Plan") for the Company in a case commenced under chapter 11 of the Bankruptcy Code (the "Chapter 11 Case"), the material terms and conditions of which will be set forth in this Term Sheet and in the restructuring support agreement to be executed by the Committee and the Company (as amended, supplemented or otherwise modified, the "Restructuring Agreement"), together with the New Capital Term Sheet (as defined below), the restructuring support agreement to be executed by the Company and certain prepetition lenders to the Company and the Senior Prepetition Debt Restructuring Term Sheet.
2. **Chapter 11 Case**	The conditions to confirmation and to the effective date of the Plan shall each be in form and substance reasonably acceptable to the Committee and the Company. The Plan will provide that no condition may be waived, amended or deleted without the consent of the Committee, not to be unreasonably withheld or delayed. All documents, including without limitation, the Plan, the order approving a disclosure statement with respect to the Plan, the confirmation order, including any findings of fact and conclusions of law with respect thereto, and the corporate governance and related documents for the reorganized Company, shall each be in form and substance reasonably acceptable to the Committee and the Company. In addition, the business plan included in the disclosure statement with respect to the Plan shall be substantially the same business plan as that contained in the presentations titled "Public Lenders Presentation" and "Private Lender Supplement," each dated July 2009, which were provided by the Company to the Committee, with any change to be reasonably acceptable to the Committee.
4. **Public Markets**	The Company shall covenant that all shares of New Common Stock will upon issuance be freely tradable under applicable securities laws, validly issued, fully paid, and non-assessable. The Company will use its best efforts to list such shares of New Common Stock on the Over the Counter Bulletin Board or another national exchange or quotation service.

5.	**New Capital**	The terms of the New Notes shall be set forth in a separate term sheet (the "New Capital Term Sheet").
6.	**DIP Financing**	The Company shall obtain debtor-in-possession financing ("DIP Financing") in amounts and on terms and conditions set forth in the DIP credit agreement (in the form approved by the Committee on the date hereof).
7.	**Canadian Operations**	The Company shall maintain current business operations in Canada and obtain an appropriate waiver/forbearance under the Credit Agreement with respect to Accuride Canada, which shall be reasonably satisfactory to the Committee.

Corporate Matters

1. **Restructuring Expenses**	The Company will pay (i) the fees and expenses of the Committee's counsel (including local counsel) and financial advisor in accordance with their respective engagement letters, and (ii) the reasonable out-of-pocket expenses of the Committee members in connection with any travel to meetings with the Company. The obligations of the Company to pay such fees and expenses shall not be subject to the bankruptcy court's approval of such fees and expenses.
2. **Documentation**	The foregoing proposals are subject to the negotiation of definitive documents, in form and substance acceptable to the Company and the Committee and the members thereof.
3. **Board of Directors**	The size and composition of the Board of Directors will be mutually agreed upon between the Committee and Accuride.
4. **Corporate Governance**	Certificates of incorporations, by-laws and all constituent documents shall be in form and substance acceptable to the Committee and the Company.
5. **Releases, Exculpation Management Incentive Plan**	Terms to be proposed by and acceptable to the Committee and the Company.
6. **Registration Rights Agreement**	Terms to be proposed by and acceptable to the Committee and the Company.

ACCURIDE CORPORATION
TERM SHEET FOR NEW CAPITAL
IN CONNECTION WITH PROPOSED RESTRUCTURING

Reference is made to those certain 8.5% Senior Subordinated Notes due 2015 (collectively, the "Old Notes" and the holders thereof, the "Old Noteholders") issued by Accuride Corporation, a Delaware corporation ("Accuride", and together with all of its direct and indirect subsidiaries, the "Company").

For discussion purposes only, the following outline of the principal terms and conditions of the new capital to be raised in connection with a proposed restructuring (the "Restructuring") is being submitted by the *ad hoc* committee (the "Committee") of certain entities[2] that hold or manage the Old Notes for consideration by the Company. This is the New Capital Term Sheet referred to in the "Implementation – New Capital" section in the term sheet for the Restructuring (the "Master Term Sheet") being considered by the Company, the Committee and certain other stakeholders and should be read in conjunction with the Master Term Sheet. This New Capital Term Sheet and all related communications shall be deemed to be settlement negotiations and subject to Federal Rule of Evidence 408. All terms used and not defined herein shall have the meanings ascribed to them in the Master Term Sheet.

This New Capital Term Sheet replaces and supersedes all prior agreements and understandings, both written and oral, between the Committee and the Company and their respective advisors with respect to the subject matter hereof.

[2] 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 and Tinicum Incorporated.

Terms of New Capital	
Issuer:	Accuride Corporation, a Delaware corporation.
Securities to be Issued:	Accuride will issue senior convertible notes in an aggregate principal amount of US$140.0 million (the "Initial Notes", and together with the PIK Notes (as defined below), the "New Notes"), plus paid-in-kind ("PIK") interest as set forth below. The New Notes shall be convertible into shares of New Common Stock as set forth below and have such other terms specified herein.
Use of Proceeds	The proceeds from the issuance and sale of the Initial Notes shall be used (a) to repay or redeem in full the last out term loans of Sun Capital and its affiliates (the "Sun Facility"); (b) to repay in full any debtor in possession financing facility of Accuride and its affiliated co-debtors and to pay, or make provision for the payment of, administrative claims; and (c) for general corporate purposes.
Closing Date:	Upon the consummation of a plan of reorganization for the Company in form and substance reasonably acceptable to the Backstop Providers and consistent with the Master Term Sheet (in the form approved by the Backstop Providers as of the date hereof), this New Capital Term Sheet and the "Senior Prepetition Debt Restructuring Term Sheet" (in the form approved by the Backstop Providers as of the date hereof) (the "Closing"), but no later than April 15, 2010.
Investors:	- The Initial Notes shall be offered to the Old Noteholders, with each of the Old Noteholders entitled to purchase up to its pro rata share of the Initial Notes (the purchasing Old Noteholders, collectively, the "New Notes Investors"), that is, that each Old Noteholder as of a record date to be determined shall be entitled to purchase up to that percentage of the Initial Notes equal to such Old Noteholder's percentage holdings of the Old Notes. - The Backstop Providers listed below shall enter into agreement(s) to subscribe, in accordance with Schedule A to the Convertible Notes Commitment Agreement (the "Commitment Agreement"), for any portion of the Initial

	Notes not subscribed for by the Old Noteholders (the "Unsubscribed New Notes"). The Backstop Providers shall be entitled to receive backstop commitment fees as set forth in, and in accordance with the terms of, the Commitment Agreement. - The Backstop Providers are Blackrock Financial Management, Inc., Brigade Capital Management, LLC, Sankaty Advisors, LLC and Tinicum Lantern II L.L.C. Each Backstop Provider will be committed to acquire the percentage of any Unsubscribed New Notes that is specified on Schedule A to the Commitment Agreement.
Transfer:	Subject to applicable securities laws, the New Notes Investors and their respective permitted transferees shall have the right to transfer freely the New Notes or the New Common Stock received upon conversion of the New Notes (the "Conversion Shares") at any time.
Interest Rate:	Interest on the New Notes will be payable semi-annually, with the first six interest payments being payable in PIK and the remaining being payable in cash, at a rate of 7.5% per annum. To the extent interest on the New Notes is paid in PIK, the additional notes so paid (the "PIK Notes") shall be convertible into New Common Stock at the same Conversion Price (as defined below) as the New Notes.
Maturity Date:	The New Notes will mature ten (10) years from the date of Closing.
Ranking:	The New Notes will be senior unsecured debt obligations of Accuride. The New Notes will rank *pari passu* in right of payment to any existing senior unsecured debt of Accuride or any Guarantor (as defined below), and senior in right of payment to any current or future subordinated debt of Accuride or of any Guarantor.
Subsidiary Guarantees:	All of the direct and indirect subsidiaries of Accuride (the "Guarantors") will guarantee Accuride's payment obligations with respect to the New Notes.
Conversion/Dividend	The New Notes shall be convertible at any time at the option of

Participation:	the holder thereof, in part or in whole, into New Common Stock at a conversion price (the "Conversion Price") that results in the Initial Notes, if converted in whole immediately upon issuance and without giving effect to the accrual of any PIK Interest, being convertible into the equivalent of 60.0% of all the outstanding New Common Stock (on a fully diluted basis). The Conversion Price shall be subject to adjustment from time to time as described in the section entitled "Anti-Dilution Protection" below. In addition to the interest otherwise specified herein, there shall be payable additional interest on the New Notes in an aggregate amount equal to the amount of any dividends or distributions paid on the New Common Stock prior to conversion (adjusted to reflect the amount of New Common Stock into which the New Notes are then convertible), other than in-kind dividends and distributions, which shall be distributed to the holders of the New Notes on an as-converted basis.
Voting Rights:	The holders of the New Notes shall be entitled to exercise all the voting rights associated with the New Common Stock on an as-converted basis.
Anti-Dilution Protection:	The New Notes shall have customary anti-dilution provisions with respect to stock splits, combinations, issuance of shares or convertible instruments below the greater of market price (or, if the New Common Stock is not actively traded, fair market value) and the Conversion Price on a standard weighted average basis and other standard anti-dilution provisions, as well as a provision that protects the New Notes from dilution by issuance of the PIK Notes. Notwithstanding the foregoing, anti-dilution provisions of the New Notes shall not apply to the issuance of options and other stock incentives under a management incentive plan approved by Accuride's post-emergence Board of Directors.
Prepayment or Redemption:	The New Notes shall not be prepayable at any time or redeemable prior to maturity without the holders' consent.
Put Right on Change of Control:	Customary change of control provisions to be agreed upon between the Company and the New Notes Investors.
Make-Whole:	The definitive documents will provide for a make-whole upon the occurrence of certain events to be determined.

Affirmative/Reporting Covenants:	Customary affirmative and reporting covenants to be agreed upon.
Negative Covenants:	So long as any New Notes are outstanding, Accuride shall not, and shall not permit any of its subsidiaries to, without the approval of the holders of more than 50% of the New Notes: 1. Purchase or redeem any capital stock of Accuride, or pay any dividends or distributions with respect to any such capital stock; 2. Modify any rights, preferences or privileges in respect of the New Common Stock; 3. Issue any capital stock that has a liquidation or other preference senior to the New Common Stock; 4. Modify Accuride's charter or bylaws in any way that is adverse to holders of the New Notes or the New Common Stock, including by the provision of any preferred or otherwise senior class of capital stock to the New Common Stock; 5. Permit or cause the voluntary bankruptcy or winding up or dissolution of Accuride; 6. Incur any debt (other than the debt under the Credit Agreements outstanding as of the date of Closing), subject to exceptions to be agreed upon between the Company and the New Notes Investors; or 7. Take any action that breaches other customary negative covenants to be agreed upon.
Financial Covenants:	The indenture relating to the New Notes shall not contain any financial covenants.
Events of Default:	The indenture relating to the New Notes shall contain events of default customary for securities of this type.
Registration Rights and Listing	Terms of registration rights agreement to be proposed by and agreed upon by the Committee and the Company. The Company agrees to use its best efforts to cause the New Notes and the Conversion Shares to be listed on the Over the Counter Bulletin Board or another national exchange or quotation service.

Chapter 11 Case	The transactions contemplated in this term sheet, the Master Term Sheet and the Senior Prepetition Debt Restructuring Term Sheet will be implemented through a pre-arranged Chapter 11 bankruptcy plan. The terms of such Chapter 11 bankruptcy plan and the final order approving such plan (including, if applicable, any declaration of the effectiveness) shall be in form and substance reasonably satisfactory to the New Notes Investors. The business plan included in the disclosure statement with respect to the Plan shall be substantially the same business plan as that contained in the presentations titled "Public Lenders Presentation" and "Private Lender Supplement," each dated July 2009, which were provided by the Company to the Committee, with any change to be reasonably acceptable to the Committee.
Restructuring Expenses	The Company will pay (i) the fees and expenses of the Committee's counsel (including local counsel) and financial advisor in accordance with their respective engagement letters, and (ii) the reasonable out-of-pocket expenses of the Committee members in connection with any travel to meetings with the Company. The obligations of the Company to pay such fees and expenses shall not be subject to the bankruptcy court's approval of such fees and expenses.
Choice of Law	New York

ACCURIDE CORPORATION

Summary of Terms and Conditions for the Restructured Prepetition Senior Secured Credit Facilities (collectively, the "Restructured Facilities")

Capitalized terms used herein without definition shall have the meaning given to them in the Fourth Amended and Restated Credit Agreement, dated as of January 31, 2005 (as amended, restated, supplemented and/or otherwise modified through the date hereof, the "Existing Credit Agreement"), among Accuride Corporation, a Delaware Corporation, Accuride Canada Inc., a corporation organized under the laws of the Province of Ontario, Canada, Deutsche Bank Trust Company Americas as the administrative agent, and the other Lenders party thereto from time to time.

This term sheet is proffered in furtherance of settlement discussions, and is entitled to the protections of Federal Rule of Evidence 408 and any other applicable statutes or doctrines protecting the use or disclosure of confidential information and information exchanged in the context of settlement discussions. This Term Sheet is for discussion purposes only and shall not be construed as a commitment of any kind to restructure the existing Prepetition Senior Secured Credit Facilities. Any such restructuring shall, in any event, be subject to final documentation in form and substance satisfactory to the existing Lenders, which such documentation may contain terms that vary from those set forth below, and shall be conditioned upon a Chapter 11 plan of reorganization for the Debtors in form and substance satisfactory to the existing Lenders.

The proposed terms and conditions for the Restructured Facilities assume the following in connection with the restructuring of Accuride's capital structure:

- $140.0 million of New Capital will be provided on a committed basis by the Backstop Providers (as provided for in the New Capital Term Sheet), to repay the post-petition financing facility in full, to provide liquidity to finance working capital and general corporate purposes and to repay in cash at par in full the principal balance of the Sun Last Out Term Advances (other than accrued paid-in-kind interest thereon, which will be added to and form part of the Restructured Prepetition Senior Secured Credit Facility).
- New Capital will be provided on the effective date of the Chapter 11 plan of reorganization of the Borrower and its domestic U.S. Subsidiaries, incorporating the provisions of (i) this term sheet, (ii) the separate Non-Binding Term Sheet for Proposed Restructuring (attached hereto and outlining the proposed terms of the restructuring to be completed pursuant to such plan of reorganization), (iii) the Noteholder New Capital Term Sheet (attached hereto and outlining the proposed terms of the New Capital to be provided by the New Notes Investors and the Backstop Providers as described therein), (iv) the Lender Restructuring Support Agreement among Accuride Corporation and certain Prepetition Lenders and (v) the Noteholder Restructuring Support Agreement among Accuride Corporation and certain Noteholders; each of (ii), (iii), (iv) and (v) in the form agreed by the Steering Committee (the "Plan").
- New Capital will be in the form of unsecured convertible notes, with interest to be paid-in-kind for the first three years and paid in cash thereafter to maturity, and will otherwise comply with the terms included in the New Capital Term Sheet (the "New Notes").

- $5.0 million (assuming net sale proceeds of at least $20.0 million) of proceeds from the sale of Fabco may be reinvested by the U.S. Borrower.
- Existing First Out Obligations (which include the term facility of approximately $224.6 million as of 9/25/09, and the revolving credit facilities of approximately $56.07 million as of 9/25/09 (comprised of the Canadian Revolving Credit Facility and the U.S. Revolving Credit Facility, and excluding issued LC's of approximately $18.2 million)) will continue to be classified as indebtedness on the terms set out in this Term Sheet, with no reduction to principal or change in currency.
- The defaulting lender Lehman revolving commitment of $24 million shall not be funded and shall be cancelled.

Borrower:	Accuride Corporation (the "U.S. Borrower"), Accuride Canada Inc. (the "Canadian Borrower" and together with the U.S. Borrower, the "Borrowers").
Guarantors/Guarantees:	Identical to those under the Existing Credit Agreement and subject to the same guarantee limitations and restrictions required under U.S. and local law.
Lead Arranger:	Deutsche Bank Securities, Inc[3].
Administrative Agent:	Deutsche Bank Trust Company Americas ("DBTCA")[4].
Steering Committee:	DBTCA, GE Capital, Eaton Vance and Fifth Third Bank.
Security:	Maintenance of existing first priority security interests in the Loan Parties' assets and properties secured by the Collateral Documents and provision of new first priority security interests in any of the Loan Parties' assets and properties not presently secured by the Collateral Documents, subject to customary exceptions to avoid adverse tax consequences.
Availability:	No availability under Revolving Facility. No Swingline Facility. Provision of new Letter of Credit facility (to replace the existing issued letters of credit) to be discussed.
Closing Date:	The effective date of the Plan (the "Closing Date").
Maturity:	Termination Date of both the Prepetition Revolving Facility (U.S. and Canadian) and the Prepetition Term Facility (First-Out and Last-Out) shall be extended to June 30, 2013.
Interest Rate:	Revolving Loans/First Out Term Loans: LIBOR +675 bps; LIBOR floor of 300 bps; cash pay. Prepetition Last Out Term Loans: To be refinanced in full with a portion of the proceeds of the New Capital in accordance with the terms of the New Capital Term Sheet.

[3] For a fee to be agreed.
[4] For a fee to be agreed.

Amortization/Excess Cash Flow Sweep:	Same as Existing Credit Agreement, subject to modifications, including 75% of ECF (less amount of cash required to remain in compliance with Minimum Liquidity covenant) to be swept annually, commencing with fiscal year 2011, first sweep date at beginning of Q1, 2012.
Mandatory Prepayments:	Each Borrower shall make mandatory prepayments corresponding with those set forth under the Existing Credit Agreement, with appropriate modifications as may be determined by the Steering Committee, including: • Asset Sales: 100%, subject to a $5.0 million per year reinvestment carve-out; • Issuance of Debt: 100% for any issuance, subject to a (i) $20,000,000 basket carve-out for the issuance of (A) additional senior convertible notes on terms that are identical to the New Notes or (B) other subordinated debt; provided that (x) any such additional issuance or other subordinated debt shall be unsecured, fully subordinated to the Existing Credit Facility (on terms satisfactory to the Lenders) and have a later maturity than the Existing Credit Facility and (y) interest on any such additional issuance or other subordinated debt shall be paid-in-kind following the issuance thereof until the New Notes become cash pay, and thereafter may also become cash pay; and (ii) $5,000,000 general basket carve-out for new debt issuances (the "Subordinated Debt Basket"); provided that the obligation to apply the proceeds of any issuance of debt shall not apply to the proceeds of the New Notes or to paid-in-kind interest on the New Notes; and • Issuance of Equity: Existing leverage-based thresholds to be eliminated, 100% for any issuance.
Limitation on Indebtedness:	Based on the exceptions/baskets set forth in the Existing Credit Agreement, with appropriate modifications acceptable to the Steering Committee including: • Prohibition on junior/subordinated indebtedness, subject to carve-out for Subordinated Debt Basket; • Prohibition on indebtedness in connection with any merger or acquisition that is a permitted investment; • Purchase money debt and Capital Lease basket of $5,000,000; and • Up to $5,000,000 general basket carve-out for new debt

issuances.

Limitation on Liens: Based on the exceptions/baskets as set forth in the Existing Credit Agreement, with appropriate modifications acceptable to the Steering Committee including:

- $5,000,000 general basket.

Financial Covenants: From and after the Closing Date:

(i) Minimum Liquidity (calculated without giving effect to the Commitments of any Defaulting Lender) of $25 million to be tested monthly on the last business day of each month.

(ii) Minimum EBITDA (LTM) to be tested quarterly at covenant levels with headroom to the base case plan presented to the Lenders in July 2009, as set forth below. Covenant holiday for four fiscal quarters after the quarter in which the effective date of the Plan occurs. Assuming effective date occurs in April 2010, covenant holiday would apply from fiscal quarter ending September 30, 2010 through fiscal quarter ending June 30, 2011.[5] From and after the covenant holiday through and including fiscal quarter ending December 31, 2011, covenant levels to be as follows (to the extent not covered by the covenant holiday):

Q2 2011	$67.2 million
Q3 2011	$76.3 million
Q4 2011	$83.8 million
2012	$120.6 million
2013	$143.9 million

(iii) Equity cures (in form of new common stock or subordinated indebtedness up to basket limit referred to under Mandatory Prepayments) of up to $15 million in aggregate to be permitted to cure any EBITDA covenant shortfalls. Limitations and conditions for exercise of equity cure to be agreed.

Canadian Operations The U.S. Borrower shall maintain current business operations in Canada and obtain an appropriate waiver/forbearance under the Existing Credit Agreement with respect to Accuride Canada Inc., which shall be reasonably satisfactory to the Instructing Group.

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[5] If exit of Chapter 11 occurs either earlier or later than April 2010, covenant holiday period to be adjusted accordingly.

Other provisions	Additional modifications may be required relating to, among others, (i) events of default, (ii) limitations on asset sales, JVs and mergers and acquisitions, (iii) limitations on investments, (iv) limitations on capital expenditure, (v) limitations on restricted payments, (vi) reporting requirements and (vii) voting and to reflect position agreed on application of Fabco sale proceeds and terms and conditions of New Capital. Releases and exculpations to be reasonably acceptable to the Debtors and the Steering Committee.

The foregoing is intended to summarize certain terms of the Restructured Facilities. It is not intended to be a definitive list of all of the requirements of the Lenders in connection with the Restructured Facilities.

EXHIBIT B

INTERIM DIP ORDER AND DIP AGREEMENT

[TO BE PROVIDED UPON REQUEST]

Exhibit C
New Indenture

[TO BE FILED PRIOR TO THE DISCLOSURE STATEMENT HEARING]

Exhibit D

New Notes Term Sheet

[TO BE FILED PRIOR TO THE DISCLOSURE STATEMENT HEARING]

Exhibit E
New Warrants

[TO BE FILED PRIOR TO THE DISCLOSURE STATEMENT HEARING]

Exhibit F
Registration Rights Agreement

[TO BE FILED PRIOR TO THE DISCLOSURE STATEMENT HEARING]

Exhibit G
Restructured Credit Facility Agreement

[TO BE FILED PRIOR TO THE DISCLOSURE STATEMENT HEARING]

Exhibit H
Subscription Form and Agreement

[FOR USE BY ACCREDITED INVESTORS ONLY]

ACCURIDE CORPORATION

SUBSCRIPTION FORM FOR
RIGHTS OFFERING IN CONNECTION WITH
THE DEBTORS' PLAN OF REORGANIZATION
UNDER CHAPTER 11 OF THE BANKRUPTCY CODE

Terms used and not defined herein shall have the meanings assigned to them in the Plan (as defined below).

To Eligible Subscribers:

On [_____], 2009, Accuride Corporation, a Delaware corporation ("Accuride"), and its domestic subsidiaries (collectively, the "Debtors") filed the Plan of Reorganization under chapter 11 of title 11 of the Bankruptcy Code (the "Plan") and the Disclosure Statement with respect to the Plan (the "Disclosure Statement"). Pursuant to the Plan, each holder of Subordinated Notes Claims that is an "accredited investor" within the meaning of Rule 501(a) under the Securities Act of 1933, as amended (the "Securities Act"), as of the Rights Offering Record Date (each an "Eligible Subscriber"), has the right to subscribe for Accuride's 7.5% Senior Convertible Notes due 2020 (the "Rights Offering Notes") based on such Eligible Subscriber's Maximum Subordinated Note Claim Amount (as defined in Item 1, below). *See* Article [V] of the Plan and Article [I] of the Disclosure Statement for a complete description of the Rights Offering.

If all of the steps outlined below are not completed by the Subscription Deadline, your right to participate in the Rights Offering will terminate. Pursuant to the Convertible Notes Commitment Agreement, dated as of October 7, 2009 (the "Backstop Commitment Agreement"), by and among Accuride and the Investors named therein (the "Backstop Investors"), the Backstop Investors may be required to acquire any and all Rights Offering Notes offered in the Rights Offering but not subscribed for by Eligible Subscribers after the Subscription Deadline.

EXPIRATION DATE:

The expiration date for the exercise of rights is [ ], 2010 at 4:00 p.m., Eastern Time (the "Subscription Deadline"). Please leave sufficient time for your Subscription Form to reach the Subscription Agent and be processed.

SUBSCRIPTION INSTRUCTIONS:

To subscribe for Rights Offering Notes pursuant to the Rights Offering, you must take all of the following steps (ALL steps must be completed by the Subscription Deadline):

1. **Complete** Item 1, Item 2 and Item 3 of the Subscription Form, indicating the principal amount of Rights Offering Notes for which you wish to subscribe in connection with your exercise of your rights to participate in the Rights Offering.

2. **Provide** payment information in accordance with Item 4 of the attached Subscription Form. (Be sure to include the name, email address, and telephone number for the person to receive the Notice to Provide Payment in Item 5).

3. **Read and Complete** the certification in Item 5 of the attached Subscription Form.

4. **Read and Complete** the attached Subscription Agreement.

PAYMENT INSTRUCTIONS:

Please note that payment for any Subscription is **not** being requested at this time. A notice to provide payment is expected to be sent to subscribing holders after the Confirmation Date and prior to the Effective Date (the "Notice to Provide Payment"). Cash payment by wire transfer of immediately available funds to the Subscription Agent will be required within three business days after transmission by Accuride of the Notice to Provide Payment, in accordance with the instructions provided herein and in the Notice to Provide Payment.

The execution and delivery of this Subscription Form (the "Subscription Form") is an agreement to purchase the Subscribed Notes at the Individual Subscription Total set forth in Item 3 of this Subscription Form.

Please see additional information regarding payment procedures in Item 4, below.

QUESTIONS:

If you have any questions about the Subscription Form or the subscription or payment procedures described herein, please contact the Subscription Agent, [*Name and Contact Person*], Telephone: [(___) _____], E-mail: [_____].

The Subscription Agent must receive your Subscription Form by [_____], 2010 at 4:00 p.m. Eastern Time, or the exercise will be void and your rights will terminate and be cancelled.

Please consult the Plan [Docket No, _____] and accompanying Disclosure Statement [Docket No, _____] for additional information about the Rights Offering (available free of charge at [_____])

Subscription Rights. Pursuant to the Plan, each Eligible Subscriber is entitled to participate in the Rights Offering for up to such holder's Pro Rata Share of the Rights Offering Notes (the total aggregate principal amount of Rights Offering Notes being $140,000,000). To subscribe, fill out Items 1, 2 and 3 below, read Item 4 below, read and complete Item 5 below, and read and complete the attached Subscription Agreement. *All other steps (as outlined above) must also be completed by the Subscription Deadline.*

Item 1. Amount of Allowed Subordinated Notes Claims. I certify that I am an Eligible Subscriber or the authorized signatory of an Eligible Subscriber and that I held Allowed Subordinated Notes Claims in the following principal amount as of the Rights Offering Record Date.

$_____ (for each holder, its "Maximum Subordinated Note Claim Amount")

Item 2. Calculation of Maximum Principal Amount of Subscribed Notes. To calculate the maximum principal amount of Subscribed Notes for which you may subscribe, complete the following:

Maximum Subordinated Note Claim Amount from Item 1		
_____	x $140,000,000	= _____
$[ ][1]		

The maximum principal amount of Subscribed Notes derived from the calculation above shall be rounded up, if fraction of one-half or greater, or rounded down, if fraction of less than one-half, to the nearest whole number.

Item 3. Subscription Amount and Individual Subscription Total.

By filling in the following blanks, you are agreeing irrevocably to purchase the principal amount of Subscribed Notes specified below (specify a principal amount of Subscribed Notes, in whole number, not less than [$1,000/$2,000][2] and not greater than the figure in Item 2), at a purchase price of 100% of the face amount of such Subscribed Notes, on the terms and subject to the conditions set forth in the Plan.

Individual Subscription Total	$ _____

[1] To be filled in with Total Allowed Subordinated Note Claim Amount (for all holders).

[2] Discuss minimum denomination of notes and consequences of such minimum denomination on subscriptions.

Item 4. Procedure for Payment for Subscription.

The Individual Subscription Total indicated in Item 3 above must be sent by wire transfer in immediately available funds so that it is actually received by the Subscription Agent on or before the deadline that will be indicated on the Notice to Provide Payment (the "Payment Deadline"). The Payment Deadline will be within three business days after transmission by Accuride of a Notice to Provide Payment. The Notice to Provide Payment is expected to be delivered to subscribing holders following the Confirmation Date and prior to the Effective Date. The wire instructions for the Subscription Agent are included for convenience below, and will also be included in the Notice to Provide Payment.

Wire Instructions:

Account Name:
Account #:
FFC:
ABA/Routing #:
Bank Name:
Bank Address:

If, prior to the Subscription Deadline, all of the steps outlined in this Subscription Form are not completed, you will be deemed to have relinquished and waived your right to participate in the Rights Offering (other than in the case of the Backstop Investors, each of whom has agreed, subject to the terms and conditions set forth in the Commitment Agreement, to purchase, severally and not jointly, at the Subscription Price, its portion (as specified in the Commitment Agreement and pursuant to the final order of the Bankruptcy Court approving the Commitment Agreement [Docket No._____]) of any and all Rights Offering Notes offered in the Rights Offering but not subscribed for by Eligible Subscribers).

Accuride may give notice of a defect or irregularity to any Eligible Subscriber in connection with any purported subscription by such Eligible Subscriber and may permit such defect or irregularity to be cured within such time as it may determine in good faith to be appropriate; provided, however, that neither Accuride nor the Subscription Agent will have any obligation to provide such notice, nor will they incur any liability for failure to give notification.

Item 5. Subscription Certifications. I certify that (i) I am the Eligible Subscriber, or the authorized signatory of the Eligible Subscriber, (ii) I am, or such Eligible Subscriber is, entitled to participate in the Rights Offering and (iii) I am, or such Eligible Subscriber is, an "accredited investor" as the term is defined in Rule 501(a) of Regulation D under the Securities Act.

Date: _____

Subscriber Full Legal Account Name
(holding Allowed Subordinated Notes Claims):

Signature: _____

Name of Signatory:_____

Title: _____

Address: _____

Address: _____

City: _____ State: _____

Postal Code: _____

Country (if other than United States) _____

Taxpayer Identification Number: _____

Or if Non-U.S. holder, check here and attach W-8:
☐ Non-U.S. holder

Contact Name: _____

Contact Telephone Number:_____

Contact Email Address: _____

All requested information must be fully completed. A contact name, telephone number, and email address MUST be included. The contact will be sent the Notice to Provide Payment, and may be contacted if there are any questions in connection with the registration information.

PLEASE NOTE: NO SUBSCRIPTION WILL BE VALID UNLESS ALL REQUIRED STEPS ARE TAKEN TO PROCESS YOUR SUBSCRIPTION ON OR BEFORE THE SUBSCRIPTION DEADLINE AND PAYMENT OF YOUR INDIVIDUAL SUBSCRIPTION TOTAL IS RECEIVED BY THE SUBSCRIPTION AGENT ON OR BEFORE THE PAYMENT DEADLINE.

[FOR USE BY ACCREDITED INVESTORS ONLY]

SUBSCRIPTION AGREEMENT

THIS SUBSCRIPTION AGREEMENT (this "Agreement") is made as of [____], 2010 by and among Accuride Corporation, a Delaware corporation (the "Issuer") and the undersigned subscribers (the "Subscribers"). Capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Plan (as defined below).

WHEREAS, the Issuer, as debtor and debtor-in-possession, filed a Plan of Reorganization on [ ], 2009 (as may be amended from time to time, the "Plan") under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code," and the rules promulgated thereunder, the "Bankruptcy Rules") and a Disclosure Statement (as may be amended from time to time, the "Disclosure Statement") with respect to the Plan.

WHEREAS, the Subscribers are Accredited Investors (as defined below) eligible to participate in the Rights Offering to purchase the Issuer's 7.5% Senior Convertible Notes due 2020 (the "Rights Offering Notes"), to be issued pursuant to an Indenture (the "Indenture"), dated [ ], between the Issuer, the guarantors party thereto (the "Guarantors, "and together with the Issuer, the "Debtors"), and [ ] as Trustee (the "Trustee"), in an amount based on its Allowed Subordinated Notes Claims as of the Rights Offering Record Date (the "Maximum Subordinated Note Claim Amount") and otherwise in accordance with and subject to the Plan, which amount is set forth in Item 1 of the Subscription Form attached hereto and incorporated by reference herein (the "Subscription Form").

WHEREAS, pursuant to the Plan and the Rights Offering, each Subscriber has elected to subscribe for its Individual Subscription Total, as set forth in Item 3 of the Subscription Form, which at Closing (as defined below) will determine the number of Rights Offering Notes purchased by such Subscriber (the "Subscription," and such Rights Offering Notes, the "Subscribed Notes").

WHEREAS, pursuant to the Convertible Notes Commitment Agreement, dated October 7, 2009 (the "Backstop Commitment Agreement"), by and among the Issuer, Blackrock Financial Management, Inc., Brigade Capital Management, LLC, Sankaty Advisors, LLC and Tinicum Lantern II L.L.C. (each, a "Backstop Investor"), each Backstop Investor has agreed, severally and not jointly, subject to the terms and conditions set forth in the Backstop Commitment Agreement, to purchase, at the Subscription Price, any and all Rights Offering Notes offered in the Rights Offering but not subscribed for by Subscribers in the proportion of such Backstop Investor's Backstop Commitment set forth opposite such Backstop Investor's name in Schedule I attached to the Backstop Commitment Agreement.

NOW, THEREFORE, in consideration of the mutual promises made herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally and irrevocably bound, agree as follows:

Section 1. Purchase and Sale; Closing.

1A Purchase and Sale. On the terms and subject to the conditions set forth in this Agreement, the Subscription Form and the Plan, at Closing, the Issuer will sell to each Subscriber its Subscribed Notes for each Subscriber's respective Individual Subscription Total, and each Subscriber will, severally and not jointly, purchase its Subscribed Notes for its Individual Subscription Total from the Issuer in cash pursuant to the instructions set forth in the Subscription Form.

1B Closing. Subject to the terms and conditions set forth in this Agreement, the Subscription Form and the Plan, the closing of the Subscription (the "Closing") will take place, in accordance with the Plan, on the Effective Date.

1C Registration Rights Agreement. At Closing, each Subscriber may, in its sole discretion, elect to become party to the Registration Rights Agreement in substantially the form attached as Exhibit [ ] to the Plan (the "Registration Rights Agreement").

Section 2. Representations and Warranties of the Subscribers. As a material inducement to the Issuer to enter into this Agreement and to consummate the Subscription pursuant to the terms of this Agreement, each Subscriber, severally and not jointly, represents and warrants to the Issuer that:

2A Organization. Such Subscriber has been duly incorporated or formed, as the case may be, and is validly existing and in good standing under the laws of its jurisdiction of organization.

2B Corporate Power and Authority. Such Subscriber has the requisite corporate power and authority to enter into, execute and deliver this Agreement and to perform its obligations hereunder and has taken all necessary action required for the due authorization, execution, delivery and performance by it of this Agreement.

2C Due Execution; Enforceability. This Agreement has been duly and validly executed and delivered by such Subscriber and constitutes the valid and binding obligation of such Subscriber, enforceable against such Subscriber in accordance with its terms, subject to bankruptcy, reorganization, insolvency, moratorium and other laws affecting the enforcement of creditors' rights generally from time to time in effect and subject to general equitable principles.

2D Transfer Restrictions. Such Subscriber acknowledges that the Subscribed Notes to be purchased by it pursuant to the terms of this Agreement will be issued in reliance upon exemptions contained in the Securities Act of 1933, as amended (the "Securities Act") or interpretations thereof and applicable state securities laws and have not been registered under the Securities Act, and that the Issuer shall not be required to effect any registration of the Subscribed Notes or the common stock issuable upon conversion of the Subscribed Notes (the "Converted Common Stock") under the Securities Act or any state securities law, except as contemplated in the Registration Rights Agreement.

2E Acquisition for Investment. The Subscribed Notes and the Converted Common Stock are being acquired under this Agreement by the Subscriber in good faith solely for the Subscriber's own account, for investment and not with a view toward resale or other distribution within the meaning of the Securities Act. Such Subscriber will not, directly or indirectly, offer, transfer, sell, pledge, hypothecate or otherwise dispose of any of the Subscribed Notes or the Converted Common Stock except pursuant to a registration statement or in a transaction exempt from or not subject to registration under the Securities Act and any applicable state securities laws.

2F Sophistication, Investment Intent and Accredited Investor. Such Subscriber is an "accredited investor" within the meaning of Rule 501(a) under the Securities Act, with such knowledge and experience in financial and business matters as are necessary in order to evaluate the merits and risks of an investment in the Subscribed Notes and the Converted Common Stock and such Subscriber has the ability to bear the economic risks of its prospective investment in the Subscribed Notes and the Converted Common Stock and can afford the complete loss of such investment. Such Subscriber is acquiring the Subscribed Notes and the Converted Common Stock in good faith solely for its own account or accounts managed by it, for investment and not with a view toward distribution within the meaning of the Securities Act.

2G Adequate Information. Such Subscriber acknowledges that it has, independently, made its own analysis and decision to enter into this Agreement based upon the Disclosure Statement and other documents filed by the Debtors containing "adequate information," as defined in Section 1125 of the Bankruptcy Code.

2H Sufficiency of Funds. Such Subscriber has, or is the investment advisor or investment manager for entities that have, and on the Effective Date will have or is the investment advisor or investment manager for entities that will have, sufficient immediately available funds to make and complete the payment of its Individual Subscription Total for the Subscribed Notes and the availability of such funds is not subject to the consent, approval or authorization of any third party.

2I Additional Information. Such Subscriber acknowledges that it has had an opportunity to ask questions and receive answers concerning the Issuer, to obtain additional information that it has requested to verify the accuracy of the information contained herein and to have its independent counsel review such additional information and this Agreement. The Subscriber acknowledges that it is not in any way relying on the fact that any other Person has decided to invest in the Issuer's Rights Offering Notes.

2J Tax Advisors. Such Subscriber acknowledges and agrees that it has relied upon the advice of its own tax advisors and no party to this Agreement has any liability to any other party for the tax consequences of the Subscription.

2K Consents and Approvals. No consent, approval, order, authorization, registration or qualification of or with any court or governmental agency or body having jurisdiction over such Subscriber or such Subscriber's affiliates, is required in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby, except for any consent, approval, order or authorization required under the Bankruptcy Code.

2L No Conflicts. The execution, delivery, and performance by such Subscriber of this Agreement do not and shall not (i) violate any provision of its certificate of incorporation or by-laws (or other organizational documents) or any law, rule, or regulation applicable to it or (ii) conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any material contractual obligation to which it is a party or under its certificate of incorporation or by-laws (or other organizational documents).

By execution hereof, each Subscriber acknowledges that the Issuer is relying upon the accuracy and completeness of the representations of each Subscriber contained herein in complying with its obligations under applicable securities laws.

Section 3. Representations and Warranties of the Debtors. As a material inducement to the Subscribers to enter into this Agreement and acquire the Subscribed Notes hereunder, the Issuer hereby represents and warrants to the Subscribers that:

3A Incorporation and Qualification. The Issuer and each of its subsidiaries has been duly organized and is validly existing as a corporation or other form of entity, where applicable, in good standing under the laws of their respective jurisdictions of organization, with the requisite power and authority to own its properties and conduct its business as currently conducted, subject, as applicable, to the restrictions that result from any such entity's status as a debtor-in-possession under chapter 11 of the Bankruptcy Code. The Issuer and each of its subsidiaries has been duly qualified as a foreign corporation or other form of entity for the transaction of business and, where applicable, is in good standing under the laws of each other jurisdiction in which it owns or leases properties or conducts

business so as to require such qualification, except to the extent the failure to be so qualified or, where applicable, be in good standing would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on the business, results of operations, property or financial condition of the Issuer and its subsidiaries taken as a whole, or on the ability of the Issuer, subject to the approvals and other authorizations set forth in Section 3D, to consummate the transactions contemplated by this Agreement or the Plan (a "Material Adverse Effect"); provided, however, that Material Adverse Effect shall specifically exclude any change, effect, event, development, circumstance or state of facts (i) that has occurred in Debtors' bankruptcy case prior to the date of this Agreement or that has contributed to or given rise to the filing of Debtors' bankruptcy case, (ii) arising from general worldwide economic, industry, political or financial market conditions, including acts of war, acts of terrorism or natural disasters, so long as such change, effect, event, development, circumstance or state of facts does not disproportionately effect the Issuer in any material respect as compared to similarly situated companies in the industries in which the Issuer operates, (iii) arising from any change in applicable law or GAAP, or (iv) arising from compliance with the terms of this Agreement, the Plan or the Rights Offering.

3B Corporate Power and Authority.

(i) The Issuer has the requisite corporate power and authority to enter into, execute and deliver this Agreement and to perform its obligations hereunder, including the issuance of the Subscribed Notes. The Issuer has taken all necessary corporate action required for the due authorization, execution, delivery and performance by it of this Agreement, including the issuance of the Subscribed Notes, other than the entry of the Confirmation Order (as defined below) and the expiration, or waiver by the Bankruptcy Court, of the 10-day period set forth in Bankruptcy Rule 3020(e) and the need to amend its certificate of incorporation effective as of the Effective Date.

3C Execution and Delivery; Enforceability.

(i) This Agreement has been duly and validly executed and delivered by Issuer, and constitutes the valid and binding obligations of Issuer, enforceable against Issuer in accordance with its terms, subject to bankruptcy, reorganization, insolvency, moratorium and other laws affecting the enforcement of creditors' rights generally from time to time in effect and subject to general equitable principles.

(ii) On the Effective Date, the Indenture shall have been duly authorized by Issuer and the Guarantors and, when executed and delivered by Issuer, the Guarantors and the Trustee, will be a valid and binding agreement of Issuer and the Guarantors, enforceable in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and general principles of equity.

(iii) On the Effective Date, the Subscribed Notes shall have been duly authorized by Issuer and, when executed and delivered by Issuer and duly authenticated in accordance with the terms of the Indenture and delivered to and paid for by the Subscriber in accordance with the terms hereof, will constitute valid and binding obligations of Issuer, enforceable in accordance with their terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and general principles of equity, and will be entitled to the benefits of the Indenture; the maximum number of shares of Converted Common Stock shall have been duly authorized and validly reserved for issuance upon conversion of the Subscribed Notes, and, upon conversion of the Subscribed Notes in accordance with their terms and the terms of the Indenture, such Converted Common Stock will be issued free of any right of pledge, usufruct or other encumbrance, and shall be sufficient in number to meet the current conversion requirements

(assuming all conditions to such conversion have been satisfied); such Converted Common Stock, when so issued upon such conversion in accordance with the terms of the Subscribed Notes and of the Indenture, will be duly and validly issued and fully paid and non-assessable; and the certificates for such shares of Converted Common Stock will be in due and proper form; and

(iv) Upon the entry of the Confirmation Order and the expiration, or waiver by the Bankruptcy Court, of the 10-day period set forth in Bankruptcy Rule 3020(e), the Plan will constitute the valid and binding obligation of the Issuer, enforceable against the Issuer in accordance with its terms, subject to bankruptcy, reorganization, insolvency, moratorium and other laws affecting the enforcement of creditors' rights generally from time to time in effect and subject to general equitable principles.

3D Consents and Approvals. No consent, approval, authorization, order, registration or qualification of or with any court or governmental agency or body having jurisdiction over Issuer or any of its subsidiaries or any of their respective properties or by any third party pursuant to any contract or otherwise is required for the issuance, sale and delivery of the Subscribed Notes to Subscriber hereunder and the consummation of the Rights Offering by Issuer and the execution and delivery by the Issuer of this Agreement or the Plan and performance of and compliance by Issuer with all of the provisions hereof and thereof and the consummation of the transactions contemplated herein and therein, except for (i) the entry of the Confirmation Order and the expiration, or waiver by the Bankruptcy Court, of the 10-day period set forth in Bankruptcy Rules 6004(h) and 3020(e), as applicable; (ii) such consents, approvals, authorizations, registrations or qualifications as may be reasonably required under state securities or "blue sky" laws in connection with the purchase of Subscribed Notes by Subscriber or (iii) such consents, approvals, authorizations, registrations or qualifications, the absence of which would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

3E No Conflict. Subject to the entry of the Confirmation Orders and the expiration, or waiver by the Bankruptcy Court, of the 10-day period set forth in Bankruptcy Rules 6004(h) and 3020(e), as applicable, the issuance, sale and delivery of the Subscribed Notes and the consummation of the Rights Offering by the Issuer and the execution and delivery (or, with respect to the Plan, the filing) by Issuer of this Agreement and the Plan and compliance by Issuer with all of the provisions hereof and thereof and the consummation of the transactions contemplated herein and therein (including compliance by each Subscriber with its obligations hereunder and thereunder) (i) will not conflict with, or result in a breach or violation of, any of the terms or provisions of, or constitute a default under, or result in the acceleration of, or the creation of any lien under, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which Issuer or any of its subsidiaries is a party or by which Issuer or any of its subsidiaries is bound or to which any of the property or assets of Issuer or any of its subsidiaries is subject, (ii) will not result in any violation of the provisions of the certificate of incorporation or bylaws of Issuer and any other Debtor and (iii) will not result in any violation of, or any termination or material impairment of any rights under, any statute or any license, authorization, injunction, judgment, order, decree, rule or regulation of any court or governmental agency or body having jurisdiction over Issuer or any of its subsidiaries or any of their respective properties, except in any such case described in subclause (i) or (iii) as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 4. Conditions.

4A Conditions to the Obligations of Each Party. The respective obligations of the Subscribers and the Issuer to effect the purchase of the Subscribed Notes pursuant to this Agreement on the Effective Date are subject to the following conditions:

(i) Confirmation Order. An order of the Bankruptcy Court confirming the Plan (the "Confirmation Order") shall have been entered and no stay of such order shall be in effect.

(ii) No Restraint. No judgment, injunction, decree or other legal restraint shall prohibit the consummation of the Plan, the Rights Offering or the transactions contemplated by this Agreement.

(iii) No Legal Impediment to Issuance. No action shall have been taken and no statute, rule, regulation or order shall have been enacted, adopted or issued in each by any federal, state or foreign governmental or regulatory authority that, as of the Effective Date, prohibits the issuance or sale of the Subscribed Notes pursuant to this Agreement; and no injunction or order of any federal, state or foreign court shall have been issued that, as of the Effective Date, prohibits the issuance or sale of the Subscribed Notes pursuant to the Agreement.

(iv) Consents. All other material governmental and third party notifications, filings, consents, waivers and approvals required for the consummation of the transactions contemplated by this Agreement and the Plan shall have been made or received.

4B Conditions to Subscriber's Obligations. The obligation of each Subscriber to consummate the Subscription at Closing is subject to the satisfaction as of Closing of the following conditions:

(i) Representations and Warranties. The representations and warranties of Issuer set forth in this Agreement (disregarding all qualifications and exceptions contained therein regarding materiality or Material Adverse Effect) shall be true and correct on the date hereof and on the Effective Date as if made on such date, except, where the failure of such representations and warranties to be so true and correct, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect. Issuer shall have complied in all material respects with all of its material obligations hereunder.

4C Conditions to the Issuer's Obligations. The obligations of the Issuer to consummate the Subscription at Closing are subject to the satisfaction as of Closing of the following conditions:

(i) Representations, Warranties and Covenants. The representations and warranties of the Subscribers set forth in this Agreement shall be true and correct in all material respects on the date hereof and on the Effective Date as if made on such date. The Subscriber shall have complied in all material respects with all of their respective material obligations hereunder.

Section 5. Miscellaneous.

5A Remedies. Any Person (including the Issuer) having any rights under any provision of this Agreement will be entitled to enforce such rights specifically, to recover damages by reason of any breach of any provision of this Agreement, and to exercise all other rights granted by law.

5B Amendments and Waivers. Except as otherwise provided herein, any provision hereof may be amended or waived generally and the Issuer may take any action herein prohibited, or omit to perform any act herein required to be performed by it, only if the Issuer has

obtained the prior written consent of Subscribers holding a majority in amount of Individual Subscription Totals held by all Subscribers in the aggregate.

5C Survival. The representations and warranties made in this Agreement will survive the execution and delivery of this Agreement for the length of the applicable statute of limitations with respect thereto.

5D Successors and Assigns. Except as otherwise expressly provided herein, all covenants and agreements contained in this Agreement by or on behalf of any of the parties hereto shall bind and inure to the benefit of the respective successors and permitted assigns of the parties hereto, whether so expressed or not.

5E Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

5F Counterparts. This Agreement may be executed simultaneously in two or more counterparts (including by facsimile), any one of which need not contain the signatures of more than one party, but all such counterparts taken together shall constitute one and the same Agreement. This Agreement may be executed by facsimile signature or by .pdf or similar attachment to electronic mail.

5G Descriptive Headings; Interpretation; No Strict Construction. The descriptive headings of this Agreement are inserted for convenience only and do not constitute a substantive part of this Agreement. The use of the words "include" or "including" in this Agreement shall be by way of example rather than by limitation. The use of the words "or," "either" or "any" shall not be exclusive.

5H Governing Law. All issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement and the exhibits and schedules hereto shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law roles or provisions (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

5I Entire Agreement. This Agreement, the Subscription Form, the Plan and the Backstop Commitment Agreement, contain the entire agreement by and between the Issuer and the Subscribers with respect to the transactions contemplated by this Agreement and supersede all prior agreements and representations, written or oral, with respect thereto. To the extent there is an inconsistency between the provisions in this Agreement and the Subscription Form, the provisions in this Agreement shall control. To the extent there is an inconsistency between the provisions in this Agreement and the Backstop Commitment Agreement or the Plan, the Backstop Commitment Agreement or the Plan, as the case may be, shall control.

5J Assignability. Neither this Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof shall be assignable by any Subscriber without the prior written consent of the Issuer.

* * * * *

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Accuride Corporation

By:_____
Name:_____
Its:_____

To be completed by Subscriber:

_____
[INSERT NAME OF SUBSCRIBER]

By:_____
[Signature]

Name:_____
[Print Name]

Its:_____
[Title]