

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement") is made and entered into as of this 22 day of July, 2009, by and between MORENO INDUSTRIES, INC., a California corporation ("Purchaser"), and ALERIS BLANKING AND RIM PRODUCTS, INC., an Indiana corporation ("Seller").

RECITALS

WHEREAS, Seller is a debtor in possession under chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 *et seq.* (the "Bankruptcy Code"), and filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code on February 12, 2009 (the "Commencement Date") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") (Case No. 09-10478); and

WHEREAS, from and after the Commencement Date, the Seller operates its business and manages its property as a debtor and debtor in possession under sections 1107 and 1108 of the Bankruptcy Code; and

WHEREAS, Seller owns and operates an aluminum manufacturing facility that manufactures aluminum blanks and rims for a variety of end uses (the "Business"); and

WHEREAS, Seller desires to sell, transfer and assign to Purchaser and Purchaser desires to acquire and assume from Seller, pursuant to section 363 of the Bankruptcy Code, certain assets relating to the Business;

NOW, THEREFORE, in consideration of the premises and the agreements, representations and warranties hereinafter set forth, Seller and Purchaser hereby agree as follows:

ARTICLE 1 PURCHASE AND SALE OF ASSETS

1.1 Purchase and Sale of Assets. On the terms and subject to the conditions set forth in this Agreement, at the Closing (as defined below), Seller shall sell, assign, convey, transfer and deliver to Purchaser, and Purchaser shall purchase, acquire and accept from Seller, all of the Seller's right, title and interest in, to and under the following assets (collectively, the "Purchased Assets"), free and clear of all Encumbrances (as defined in Section 5.3 hereof), to the extent permissible under section 363(f) of the Bankruptcy Code:

(a) all equipment, machinery, furniture, fixtures, vehicles, spare parts, dies, molds, tools, tooling, proprietary software and other items of tangible personal property owned by Seller in the conduct of the Business, and which is specified in **Schedule 1.1(a)** attached hereto and made a part hereof (collectively, the "Equipment");

(b) all inventories of Seller relating to the Business, including, without limitation, finished goods, work-in process, raw materials, supplies and other materials, and which is specified in **Schedule 1.1(b)** attached hereto and made a part hereof (collectively, the "Inventory"); and

(c) the real property specified in **Schedule 1.1(c)** attached hereto and made a part hereof, including the land, and all buildings, improvements and betterments situated thereon and all appurtenant rights, privileges, rights-of-way, rights of ingress or egress and easements; all of Seller's right, title, interest, estate and privileges, if any, in and to all public or private streets, roads or passageways (open or proposed) on or abetting the real property; and all of Seller's right, title, interest, estate and privileges, if any, in and to all plumbing, gas and electrical systems, ventilation systems, lighting systems, ducts, radiators, furnaces, hot water heaters, oil burners, water systems, HVAC systems, alarm systems, sprinkler systems and all other building systems and fixtures, attached to or comprising a part of the real property (the "Real Property").

ARTICLE 2 LIABILITIES

2.1 Assumed Liabilities. Except as otherwise provided for herein, Purchaser, in addition to the consideration to be paid pursuant to Section 3.1 hereof, shall assume at the Closing and shall subsequently pay, honor and discharge when due and payable in accordance with and subject to the terms and conditions of the relevant governing agreements, commitments and instruments, all liabilities and obligations arising out of or resulting from the conduct of the Business occurring subsequent to the Closing Date (collectively, "Assumed Liabilities").

ARTICLE 3 PURCHASE PRICE

3.1 Purchase Price. Upon the terms and subject to the conditions contained in this Agreement, Purchaser shall pay to Seller the sum of **Nine-Hundred, Twenty-Five Thousand** __ Dollars (**\$925,000**) (the "Purchase Price") in full consideration for the Purchased Assets.

3.2 Payment of the Purchase Price. At the Closing, Purchaser shall pay the Purchase Price to Seller by wire transfer in immediately available funds.

3.3 Allocation of Purchase Price. The allocation of the Purchase Price to the Purchased Assets and post-Closing Tax treatment of the transaction shall be in accordance with **Schedule 3.3** which shall be prepared by Purchaser attached hereto and made a part hereof, and shall be reported on IRS Form 8594. Unless otherwise required by law, neither party shall assert any position inconsistent therewith at any time after the Closing

3.4 Transaction Costs. Purchaser shall be responsible for all sales, transfer, and similar taxes assessed or payable in connection with the transfer of the Purchased Assets to the Purchaser.

ARTICLE 4 CLOSING

4.1 Closing Date.

(a) Subject to satisfaction or waiver of each of the conditions set forth in Articles 8 and 9, consummation of the transactions contemplated by this Agreement (the "Closing") shall take place on August 28, 2009, or at such other time as the parties may agree (the "Closing Date") and subject to Seller's receipt of the Sale Order (as defined below). By agreement of the parties, the Closing may be effected by facsimile.

(b) At the Closing,

(i) Purchaser shall pay to Seller the Purchase Price in accordance with Section 3.2.

(ii) Seller shall convey good and marketable title to the Purchased Assets, free and clear of all Encumbrances other than the Permitted Encumbrances, to Purchaser by appropriate instruments of transfer prepared by and at the cost of Seller and in a form in each case reasonably satisfactory to Purchaser, including, but not limited to, a bill of sale with respect to the Equipment and the Inventory and a quit claim deed (the "Deed") with respect to the Real Property.

(iii) Seller and Purchaser shall execute and deliver such additional documents and instruments as may be reasonably necessary or appropriate to consummate the transactions contemplated hereby.

4.2 Prorations.

(a) Taxes. Real estate taxes and assessments, both general and special, which are a lien but not due and payable as of Closing, shall be prorated and adjusted between the parties hereto as of and at Closing. The last available rate and valuation shall be used for such proration and shall be final, notwithstanding any final billing.

(b) Utilities. Water, sewer, gas, electric and other utility services ("Utilities"), if any, shall be transferred to Purchaser's name and adjusted, as of and at Closing.

4.3 Real Property Closing.

(a) The transfer of the Real Property shall be closed by an escrow agent selected mutually by the parties (the "Escrow Agent") on the Closing Date. The escrow shall be opened promptly by Purchaser after the receipt of this Agreement.

(b) On or before the Closing Date, (i) Seller shall deliver to the Escrow Agent the Deed fully executed on behalf of Seller and any amounts necessary to pay in full any delinquent taxes and assessments, and (ii) Purchaser shall deliver to the Escrow Agent any and all applicable transfer taxes and taxes and fees, the cost of recording the Deed and other expenses, and any premiums associated with the Escrow Agent's issuance of an ALTA Owner's Policy of title insurance (the "Owner's Fee Policy"). Upon written instructions from both the Seller and the Purchaser to the Escrow Agent, the Escrow Agent shall simultaneously: (1) file the Deed for record; (2) pay in full all delinquent taxes and assessments, if any; and (3) pay all applicable transfer taxes and fees, if any, and the cost of recording the Deed, but only if by so doing the Escrow Agent will then be committed to issue to Purchaser its Owners Fee Policy showing fee simple title to the Premises to be in Purchaser subject only to the Permitted Exceptions.

(c) Purchaser shall be responsible for the following costs and expenses in connection with the transfer of the Real Property: (i) the cost of the premium for the Owner's Fee Policy, (ii) fees for recording instruments in connection with Purchaser's financing, if any, (iii) the escrow fee and other reasonable and customary charges of the Escrow Agent, (iv) fees for recording the Deed, transfer taxes and conveyance fees, (v) the fee for the title examination and title commitment, and (vi) all costs associated with Purchaser's financing, if any.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES AND AGREEMENTS OF SELLER

As an inducement to Purchaser to enter into this Agreement and to consummate the transactions contemplated hereby, Seller represents and warrants to Purchaser and agrees as follows:

5.1 Organization and Standing. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Indiana. Seller has the power and authority to own its properties and assets and to carry out its business as now being conducted.

5.2 Authority; Enforceability. Seller has the full power and authority to enter into this Agreement, to consummate the transactions contemplated hereby and to comply with the terms, conditions and provisions hereof. The execution, delivery and performance of this Agreement by Seller has been duly authorized by all necessary corporate action. This Agreement has been duly executed and delivered by Seller, and is the legal, valid and binding obligation of Seller enforceable against Seller in accordance with its terms.

5.3 Title to Assets. Except as set forth on **Schedule 5.3**, Seller has good and marketable title to the Purchased Assets free and clear of any and all Encumbrances except Permitted Encumbrances. For purposes of this Agreement, (a) "Encumbrance" means any lien, claim, charge, security interest, mortgage, pledge, easement, conditional sale or other title retention agreement, covenant or other similar restrictions or third party rights affecting the Purchased Assets other than Permitted Encumbrances; and (b) "Permitted Encumbrances" means any (i) liens for taxes, assessments and other governmental charges or of landlords, liens of carriers, warehouseman, mechanics and material men incurred in the ordinary course of business, in each case for sums not yet due and payable or due but not delinquent or being contested in good faith by appropriate proceedings, (ii) liens incurred or deposits made in the ordinary course of business in connection with workers' compensation, unemployment insurance and other types of social security or to secure the performance of tenders, statutory obligations, surety and appeal bonds, bids, leases government contracts, performance and return of money bonds and similar obligations, (iii) zoning, use, building and other similar regulations or ordinances, (iv) such encumbrances, easements, restrictions, covenants, reservations, limitations, defects, conditions and other matters of record, if any, not material in amount that, individually or in the aggregate, do not materially interfere with the conduct of the Business or with the use of the Purchased Assets and do not materially affect the value of the Purchased Assets, and (v) any Encumbrance or minor imperfection in title and minor encroachments, if any, not material in amount that, individually or in the aggregate, do not materially interfere with the conduct of the Business or with the use of the Purchased Assets and do not materially affect the value of the Purchased Assets.

5.4 Compliance with Laws. The conduct of the Business by Seller complies in all material respects with all material statutes, laws, regulations, ordinances, rules, judgments, orders or decrees applicable thereto.

5.5 Litigation. There is no action, suit, proceeding, arbitration or investigation pending or, to the best knowledge of Seller, threatened, against Seller or the directors, officers, agents or employees of Seller with respect to the Purchased Assets or the Business or that would affect the consummation of the transactions contemplated hereby, and there are no orders, writs, injunctions or decrees currently in force against Seller or the directors, officers, agents or employees of Seller with respect to the Purchased Assets or the conduct of the Business or that would affect the consummation of the transactions contemplated hereby.

5.6 Taxes.

(a) Definitions. For purposes of this Agreement:

(i) The term "Taxes" means all federal, state, local, sales, use, ad valorem, transfer, real or personal property, customs, duties, estimated or other taxes, fees, assessments, or charges of any kind whatever, together with any interest and any penalties, additions to tax, or additional amounts with respect thereto, and the term "Tax" means any one of the foregoing Taxes;

(ii) The term "Returns" means all returns, declarations, reports, statements, and other documents required to be filed in respect of Taxes, including any schedule or attachment thereto or amendment thereof, and the term "Return" means any one of the foregoing Returns;

(iii) The term "Code" means the Internal Revenue Code of 1986, as amended. All citations to the Code or to the regulations promulgated thereunder shall include any amendments or any substitute or successor provisions thereto.

(b) All Returns relating to the Purchased Assets for all periods up to and including the Closing Date have been, or with respect to such Returns not yet due will be, properly filed on a timely basis by Seller (or on behalf of Seller by any person currently responsible for filing such Returns). All Taxes (whether or not shown on a Return) relating to the Purchased Assets owed for periods up to and including the Closing Date have been, or with respect to such Taxes not yet due will be, paid by Seller (or on behalf of Seller by any person currently responsible for paying such Taxes). Seller is not currently the beneficiary of any extension of time with which to file any Return. No claim has been made by any jurisdiction where no Return is filed by or with respect to Seller that Seller is or may be subject to taxation by that jurisdiction. There is no lien or other encumbrance on any of the Purchased Assets that arose in connection with any failure (or alleged failure) to pay an Tax for all periods up to and including the Closing Date.

(c) All 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 have been withheld and paid by Seller (or on behalf of Seller by any person responsible for doing so).

5.7 Environmental. To the best of Seller's knowledge, the Business is in material compliance with all applicable Environmental Laws. For purposes hereof, "Environmental Laws" means all applicable federal, state, provincial, local and foreign laws, rules, regulations, codes, ordinances, orders, decrees, directives, permits, licenses and judgments in effect as of the date of this Agreement relating to pollution, contamination or protection of the environmental (including, without limitation, all applicable federal, state local and foreign laws, rules, regulations, codes, ordinances, orders, decrees, directives, permits, licenses and judgments relating to any dangerous, toxic or hazardous pollutant, contaminant, chemical, waste, material or substance as defined in or governed by any federal, state, provincial or local law, statute, code, ordinance, regulation, rule or other requirement relating to such substance or otherwise relating to the environment or human health or safety, including without limitation any waste, material, substance, pollutant or contaminant that might cause any injury to human health or safety or to the environment).

5.8 DISCLAIMER OF ALL OTHER REPRESENTATIONS AND WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN THIS ARTICLE 5, SELLER DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESSED OR

IMPLIED INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Notwithstanding anything in this Agreement to the contrary, except as set forth in this Article 5, Purchaser agrees that (i) Purchaser is purchasing and accepts the Purchased Assets AS IS, based upon its own independent inspection as to all aspects of the condition of the Purchased Assets; (ii) Purchaser hereby waives any and all objections to or complaints about physical characteristics and existing conditions on, under or related to the Purchased Assets; (iii) Seller has not made any warranties, representations, or guaranties regarding any governmental restriction or limitation regarding the Purchased Assets or the physical condition thereof, including, without limitation, their fitness for any particular purpose.

ARTICLE 6 REPRESENTATIONS AND WARRANTIES AND AGREEMENTS OF PURCHASER

As an inducement to Seller to enter into this Agreement and to consummate the transactions contemplated herein, Purchaser hereby represents and warrants to Seller and agrees as follows:

6.1 Organization and Standing. Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of California. Purchaser has the corporate power and authority to own its properties and assets and to carry out its business as now being conducted and is qualified to do business and in good standing in all of those states required to perform this Agreement.

6.2 Authority. Purchaser has the full power and authority to enter into this Agreement, to consummate the transactions contemplated hereby and to comply with the terms, conditions and provisions hereof. The execution, delivery and performance of this Agreement by Purchaser has been duly authorized by Purchaser's board of directors. This Agreement has been duly executed and delivered by Purchaser, and is the legal, valid and binding obligation of Purchaser enforceable against Purchaser in accordance with its terms.

6.3 No Reliance. Purchaser has entered into this Agreement solely upon the basis of its own inquiries, investigations, due diligence and advice, in relation to the Purchased Assets, and has not relied upon any representation or warranty made by or on behalf of Seller which is not expressly set out in this Agreement.

ARTICLE 7 CONDITIONS TO PURCHASER'S OBLIGATIONS

The obligation of Purchaser to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment of each of the following conditions except to the extent any such condition is waived in writing by Purchaser:

7.1 Performance by Seller. Seller shall have performed and complied in all material respects with all of the terms, provisions and conditions of this Agreement to be performed and complied with by it, and the representations and warranties of Seller contained in this Agreement shall be true in all material respects as of the Closing Date (except as contemplated or permitted by this Agreement).

7.2 Required Consents. All consents or approvals of governmental authorities and third parties necessary to convey to Purchaser all of the Purchased Assets as contemplated by this Agreement shall have been obtained or made and shown by written evidence reasonably satisfactory to Purchaser, and shall be in full force and effect.

7.3 Bankruptcy Court Approval. Seller shall file a motion with the Bankruptcy Court seeking (a) approval of the terms and provisions of this Agreement and (b) authorization for the sale of the Purchased Assets pursuant to section 363 of the Bankruptcy Code (the "Sale Motion"). The Seller shall use its best efforts to cause the Bankruptcy Court to enter an order granting the relief requested in the Sale Motion and authorizing the sale of the Purchased Assets pursuant to section 363 of the Bankruptcy Code, free and clear of all Encumbrances (the "Order"). Purchaser's obligation to consummate the transactions contemplated by this Agreement shall be subject to the Bankruptcy Court entering the Order.

ARTICLE 8 CONDITIONS TO SELLER'S OBLIGATIONS

The obligation of Seller to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment of the following conditions except to the extent any such condition is waived in writing by Seller: (i) Purchaser shall have performed and complied in all material respects with all of the terms, provisions and conditions of this Agreement to be performed and complied with by Purchaser, (ii) the representations and warranties of Purchaser contained in this Agreement shall be true in all material respects as of the Closing Date (except as otherwise contemplated or permitted by this Agreement), and (iii) the Bankruptcy Court shall have entered the Order.

ARTICLE 9 INDEMNIFICATION

9.1 Indemnification by Seller. Seller agrees to defend, indemnify and hold Purchaser harmless from any and all liabilities, losses, claims, judgments, damages, expenses and costs (including, without limitation, reasonable attorneys' fees and costs and expenses incurred in connection therewith) (collectively, the "Indemnifiable Damages") which it may suffer or incur to the extent that they arise out of any claims, liabilities or obligations arising out of Seller's use, ownership or operation of the Purchased Assets on or prior to the Closing Date.

9.2 Indemnification by Purchaser. Purchaser agrees to indemnify and hold Seller harmless from any and all Indemnifiable Damages which it may suffer or incur to the extent that they arise out of any claims, liabilities or obligations arising out of the Assumed Liabilities.

9.3 Notice and Opportunity to Defend. If there occurs an event that either party asserts is an indemnifiable event pursuant to Sections 9.1 and 9.2 hereof, the party seeking indemnification (the "Indemnitee") shall notify the party obligated to provide indemnification (the "Indemnitor") promptly. If such event involves (a) any claim, or (b) the commencement of any action or proceeding by a third person, the Indemnitee shall give the Indemnitor written notice of such claim or the commencement of such action or proceeding. The notice shall describe the claim, the amount thereof if known and quantifiable, and the basis therefore. Delay or failure to so notify the Indemnitor shall only relieve the Indemnitor of its obligations to the extent, if at all, that is prejudiced by reasons of such delay or failure. The Indemnitor shall be entitled to assume and control (with counsel of its choice) the defense of such matter at the Indemnitor's expense by sending written notice of its election to do so within 30 days after receiving written notice from the Indemnitee. The Indemnitee agrees to cooperate fully with the Indemnitor and its counsel in the defense against any such asserted liability. In any event, the Indemnitee shall have the right to participate with separate counsel, if it desires, at its own expense in the defense of such asserted liability. Any compromise of such asserted liability by the Indemnitor shall require the prior written consent of the Indemnitee which shall not be unreasonably withheld; provided no such consent shall be necessary as long as it is a monetary settlement which provides a release of the Indemnitee with respect to such matter. If, however, the Indemnitee refuses its consent to a bona fide offer of settlement that the Indemnitor wishes to accept, the Indemnitee may continue to pursue such matter, free of any participation by the Indemnitor, at the sole expense of the Indemnitee. In such event, the obligation of the Indemnitor to the Indemnitee shall be equal to the lesser of (i) the amount of the offer of settlement which the Indemnitee refused to accept plus the costs and expenses of the Indemnitee prior to the date the Indemnitor notifies the Indemnitee of the offer of settlement, and (ii) the actual out-of-pocket amount of Indemnitee is obligated to pay as a result of the Indemnitee's continuing to pursue such matter. The Indemnitor shall be entitled to recover from the Indemnitee any additional expenses incurred by the Indemnitor as a result of the decision of the Indemnitee to pursue such matter. If the Indemnitor shall not have assumed the defense of such claim within the 30-day period set forth above, the Indemnitee may assume the defense of such claim with counsel of its choice but may not settle or compromise such claim without the consent of the Indemnitor, which consent shall not be unreasonably withheld. Notwithstanding anything contained in this Section 9.3 to the contrary, neither Seller nor Purchaser shall settle any disputes, assessments, or claims by any taxing authority which settlement may affect the other party or the Purchased Assets without the prior consent of the other party, which consent shall not be unreasonably withheld.

9.4 Survival. The representations and warranties contained in this Agreement and in any schedules or certificates delivered pursuant hereto shall survive consummation of the transactions contemplated by this Agreement and shall remain in full force and effect for a period of six (6) months from the Closing Date regardless of any investigation made by or on behalf of any party hereto, but subject to all limitations and other provisions contained in this Agreement.

9.5 Deductible; Cap. Anything to the contrary contained herein notwithstanding, neither party shall be entitled to any recovery from the other party with respect to any claim for indemnification pursuant to Sections 9.1 or 9.2 unless and until the amount of such Indemnifiable Damages suffered, sustained or incurred by the asserting party, or to which such party becomes subject, by reason of such inaccuracy or breach, shall exceed Fifty Thousand Dollars (\$50,000) calculated on a cumulative basis and not a per item basis (the "Basket Amount"), but in no event shall either party be liable to the other for breaches of representations or warranties in an aggregate amount in excess of Five Hundred Thousand Dollars (\$500,000) (the "Cap").

ARTICLE 10 TERMINATION

10.1 Termination Events. By notice given prior to or at Closing, this Agreement may be terminated as follows:

- (a) by Purchaser if a material breach of any provision of this Agreement has been committed by Seller and such breach has not been waived by Purchaser;
- (b) by Seller if a material breach of any provision of this Agreement has been committed by Purchaser and such breach has not been waived by Seller;
- (c) by Purchaser if any condition in Article 7 has not been satisfied as of the date specified for Closing in Section 4.1(a) or if satisfaction of such a condition by such date is or becomes impossible (other than through the failure of Purchaser to comply with its obligations under this Agreement), and Purchaser has not waived such condition on or before such date;
- (d) by Seller if any condition in Article 8 has not been satisfied as of the date specified for Closing in Section 4.1(a) or if satisfaction of such a condition by such date is or becomes impossible (other than through the failure of Seller to comply with its obligations under this Agreement), and Seller has not waived such condition on or before such date;
- (e) by mutual consent of Purchaser and Seller;
- (f) by Purchaser if the Closing has not occurred on or before September 15, 2009 or such later date as the parties may agree upon, unless the Purchaser is in material breach of this Agreement; or
- (g) by Seller if the Closing has not occurred on or before September 15, 2009 or such later date as the parties may agree upon, unless the Seller are in material breach of this Agreement.

10.2 Effect of Termination. Each party's right of termination under Section 10.1 is in addition to any other rights it may have under this Agreement or otherwise, and the exercise of such right of termination will not be an election of remedies. If this Agreement is terminated pursuant to Section 10.1, all obligations of the parties under this Agreement will terminate, provided, however, that, if this Agreement is terminated because of a breach of this Agreement by the nonterminating party or because one or more of the conditions to the terminating party's obligations under this Agreement is not satisfied as a result of the party's failure to comply with its obligations under this Agreement, the terminating party's right to pursue all legal remedies will survive such termination unimpaired.

ARTICLE 11 GENERAL PROVISIONS

11.1 Further Assurances. From time to time after the execution of this Agreement, Seller shall execute and deliver to Purchaser such other instruments of conveyance and transfer and such other documents as Purchaser may reasonably request or as may be otherwise necessary to more effectively convey and transfer to, and vest in, Purchaser and to put Purchaser in possession of the Purchased Assets and each part thereof.

11.2 Retention of and Access to Records. After the Closing Date, Purchaser shall retain for a period consistent with Purchaser's record-retention policies and practices the books, records, data systems and information acquired by Purchaser related to Seller's operation of the Business prior to Closing. Purchaser also shall provide Seller or its representatives reasonable access thereto, during normal business hours and on at least three days' prior written notice, to enable them to prepare financial statements or tax returns or deal with tax audits.

11.3 No Third-Party Beneficiaries. Each party hereto intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any person or entity other than the parties hereto.

11.4 Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be given by hand, by certified mail, return receipt requested, or by nationally-recognized overnight courier service addressed as follows:

If to Purchaser: Moreno Industries, Inc.
 1225 Knollwood Circle
 Anaheim, CA 92801
 Attn: Victor Moreno

If to Seller: Aleris Blanking and Rim Products, Inc.
 25825 Science Park Dr., Suite 400
 Beachwood, Ohio 44122
 Attn: General Counsel

All such notices or other communications given hereunder shall be effective (a) if delivered by hand, when delivered; (b) if mailed in the manner provided herein, three (3) business days after deposit with the United States Postal Service; or (c) if sent via overnight courier, upon delivery to recipient.

11.5 Expenses. Each party hereto will pay all costs and expenses incident to its negotiation and preparation of this Agreement and to its performance and compliance with all agreements contained herein on its part to be performed, including the fees, expenses and disbursements of its counsel and accountants.

11.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

11.7 Partial Invalidity. In case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.

11.8 No Assignment. This Agreement or any right hereunder shall not be assigned by either party without the written consent of the other party, except that Purchaser may direct that title to any or all of the Purchased Assets be transferred to any third party as designated by Purchaser; provided, however, that Purchaser shall remain liable for all of its obligations hereunder, including but not limited to payment of the Purchase Price in full.

11.9 Successors and Assigns. Subject to the provisions of Section 13.8 hereof, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

11.10 Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered an original counterpart, and shall become a binding agreement when Purchaser and Seller shall have each executed one counterpart and delivered it to the other party hereto.

11.11 Titles and Headings. Titles and headings to sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

11.12 Entire Agreement; Amendments and Waivers. This Agreement, including the schedules hereto, contains the entire understanding of the parties hereto with regard to the subject matter contained herein. The parties hereto acknowledge that neither party makes any representations or warranties except for those representations and warranties specifically provided herein. The parties hereto, by mutual agreement in writing, may amend, modify and supplement this Agreement. The failure of any party hereto to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to



affect the validity of this Agreement or any part hereof or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

11.13 Negotiated Agreement. This Agreement and the instruments to be executed pursuant to this Agreement are the result of negotiations between Seller and Purchaser. Accordingly, none of the foregoing parties shall be deemed to be the author of this Agreement or the resulting documents, and there shall be no presumption that this Agreement or any of such documents are to be construed for or against any such party on the basis of the authorship of the documents.

11.14 No Brokers. Each party represents to the other that it has not incurred, and shall not incur, any liability for brokers' or finders' fees or agents' commissions in connection with this Agreement or the transactions contemplated hereby.

11.15 Waiver of Jury Trial. SELLER AND PURCHASER HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

MORENO INDUSTRIES, INC.

ALERIS BLANKING AND
RIM PRODUCTS, INC.

By: Victor Moreno C.
Name: VICTOR MORENO C.
Title: PRESIDENT

By: M. S. Hober
Name: M. S. HOBER
Title: V.P. AND TREASURER