

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

ACCURIDE CORPORATION,
et al.,¹

Debtors.

Chapter 11

Case No. 09-13449 (BLS)

Jointly Administered

Docket Ref. No. 636

**ORDER PURSUANT TO 11 U.S.C. §§ 105(a) AND 363(b) AND FEDERAL
BANKRUPTCY RULE 9019(a) AUTHORIZING THE DEBTORS TO ENTER INTO A
SETTLEMENT AGREEMENT WITH SUN ACCURIDE DEBT INVESTMENTS, LLC**

Upon consideration of the motion (the "Motion")² the above-captioned debtors and debtors in possession in these chapter 11 cases (each a "Debtor," and collectively, the "Debtors"), seeking entry of an order pursuant to Sections 105(a) and 363(b) of Title 11 of the United States Code, 11 U.S.C. §§ 101, *et. seq.* (the "Bankruptcy Code"), and Rule 9019(a) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), to enter that Settlement Agreement by and between the Debtors and SADI (as defined in the Motion), and the Court being satisfied based on the representations made in the Motion and the Settlement Agreement; and it appearing that the Settlement Agreement and the relief requested in the Motion are in the

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); Gunitex Corporation, a Delaware corporation (9803); Imperial Group Holding Corp. -1, a Delaware corporation (4007); Imperial Group Holding Corp. -2, a Delaware corporation (4009); Imperial Group, L.P., a Delaware limited partnership (4012); JAII Management Company, a Delaware corporation (N/A); Transportation Technologies Industries, Inc., a Delaware corporation (2791); and Truck Components Inc., a Delaware corporation (5407). The mailing address for Accuride Corporation is 7140 Office Circle, Evansville, Indiana 47715.

² Capitalized terms used but not defined herein shall have the same meanings ascribed to them in the Motion.

best interests of the Debtors, their creditors and estates; and it appearing that proper and adequate notice has been given and that no other or further notice is required; and upon the record herein; and after due deliberation thereon; and sufficient cause appearing therefore; it is hereby ORDERED that:

1. The Motion is GRANTED; and it is further
2. ORDERED, that the Settlement Agreement, attached as Exhibit B to the Motion, is approved pursuant to Sections 105 and 363(b) of the Bankruptcy Code and Bankruptcy Rule 9019(a); and it is further
3. ORDERED, that without limiting or diminishing any other provision of the Settlement Agreement, the releases set forth in the Settlement Agreement are approved in their entirety; and it is further
4. ORDERED that the automatic stay in these chapter 11 cases is hereby modified to the extent necessary to permit the implementation of the terms of the Settlement Agreement; and it is further
5. ORDERED that this Order and the Settlement Agreement shall be binding upon the Debtors and SADI, any trustees appointed in these proceedings, any trustees appointed in any subsequent proceedings under the Bankruptcy Code relating to the Debtors, and all other parties-in-interest; and it is further
6. ORDERED that nothing in the Motion or the requested relief (including any actions taken or payments made by the Debtors pursuant to the requested relief) shall (a) be construed as a request for authority to assume or reject any executory contract under Section 365

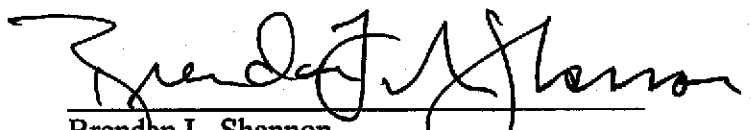
of the Bankruptcy Code; (b) waive, affect, or impair any of the Debtors' rights, claims, or defenses including, but not limited to, those arising from Section 365 of the Bankruptcy Code, other applicable law, and any agreement; (c) grant any additional rights to any third party; or (d) be enforceable by any third party; and it is further

7. ORDERED that in the event that the Plan, the order confirming the Plan or the Plan Supplement (as defined in the Plan) is inconsistent with the terms of this Order, this Order shall control.

8. ORDERED that the Debtors are authorized and empowered to take all steps necessary and appropriate to carry out and otherwise effectuate the terms conditions and provisions of the Settlement Agreement, including, without limitation, to make the payment contemplated thereby; and it is further

9. ORDERED that this Court retains jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Order.

Dated: 2/18, 2010
Wilmington, Delaware


Brendan L. Shannon
United States Bankruptcy Judge

10. Section 2 of the Settlement Agreement shall be amended by deleting "\$1,500,000" and replacing it with "\$1,650,000"

11. A new Section 10 is hereby added to the Settlement Agreement, pursuant to which "SADI agrees that 50% of the warrants to which SADI and its affiliates are entitled under the Plan shall be distributed to holders of Class 10 Equity Interests other than SADI and its affiliates on a pro rata basis."

AS