

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:) Chapter 11
)
ACCURIDE CORPORATION,) Case No: 09-13449 (BLS)
et al,)
) Joint Administration Pending
Debtors)
) Re: D.I. No. _____

ORDER APPROVING STIPULATIONS

Upon consideration of the (i) stipulation dated February 23, 2010, between the above captioned debtors and debtors-in-possession (collectively, the Debtors) and Jane McDaniel, a copy of which is attached hereto as Exhibit A, (ii) the stipulation dated February 23, 2010, between the Debtors and Diann Pruitt, a copy of which is attached hetero as Exhibit B, and (iii) the stipulation dated February 23, 2010, between the Debtors and Lena Wilson, a copy of which is attached hereto as Exhibit C (each a Stipulation, and together, the "Stipulations"); and it appearing that the Court has jurisdiction over this matter; and it further appearing that the Stipulations are fair, reasonable and in the best interests of all parties; and after due deliberation and due and sufficient cause appearing therefore,

IT IS HEREBY ORDERED that:

1. The Stipulations are APPROVED.
2. The Court shall retain jurisdiction over any and all issues arising from or related to the implementation and interpretation of this Order.

Dated: March 2, 2010



The Honorable Brendan L. Shannon
United States Bankruptcy Judge

Exhibit A

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:) Chapter 11
)
ACCURIDE CORPORATION,) Case No: 09-13449 (BLS)
et al.,¹)
) Jointly Administered
Debtors.)
) Re: D.I. No. 104

**STIPULATION AND ORDER
REGARDING MOTION FOR RELIEF FROM THE AUTOMATIC STAY**

WHEREAS, on October 8, 2009 (the "Petition Date"), the above-captioned debtors and debtors in possession (collectively, the "Debtors") filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"); and

WHEREAS, prior to the Petition Date, on or about October 27, 2008, Jane McDaniel ("Claimant") filed a Complaint for Workmen's Compensation Benefits in the Circuit Court of Calhoun County, captioned, *Jane McDaniel v. Accuride Corporation d/b/a Bostrom Seating*, CV-08-900366 (the "State Court Action"). Said lawsuit arises out

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); Gunitite 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); JAI 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.

of an alleged work-related injury occurring in February 2006 and is currently pending in the Circuit Court of Calhoun County; and

WHEREAS, at the time of the alleged accident, Debtors were insured by a workmen's compensation policy which provides coverage for the injury and damage complained of by Claimant in the State Court Action and which claim is administered by GAB Robins, Inc.; and

WHEREAS on October 21, 2009, Claimant filed a Motion for Relief from the Automatic Stay pursuant to 11 U.S.C. § 362(d) (the "Motion") [Docket No. 104]; and

WHEREAS, the Debtors and the Claimant (together, the "Parties") agree to resolve the Motion by entering into this Stipulation; and

WHEREAS, the Debtors intend to seek approval of this Stipulation from this Court; and

NOW THEREFORE, in consideration of the foregoing and in consideration of the terms, conditions and mutual agreements set forth herein, the Debtors and the Claimant hereby agree and stipulate as follows:

1. The automatic stay of section 362 of the Bankruptcy Code is modified, effective fifteen (15) days after the effective date of a confirmed chapter 11 plan of reorganization or confirmed chapter 11 plan of liquidation in the Debtors' above-captioned bankruptcy proceedings (the "Stipulation Effective Date"), for the sole purpose of allowing the Claimant to continue the prosecution of the State Court Action on the conditions that the Claimant: (a) look solely to the proceeds of the Debtors' applicable insurance policy or policies to satisfy (i) any judgment the Claimant may obtain against

the Debtors or (ii) any settlement agreed to by the Claimant, the Debtors and the applicable insurer.

2. The Debtors agree that, on the Stipulation Effective Date, Claimant shall have the right to prosecute the State Court Action in the Circuit Court of Calhoun County and may satisfy any judgment obtained against the Debtors' applicable insurance policy or policies notwithstanding any plan injunction, third party release and/or discharge of claims contained in any confirmed chapter 11 plan of reorganization or chapter 11 plan of liquidation in the Debtors' above-captioned bankruptcy proceedings.

3. If the Debtors' chapter 11 plan does not go effective by April 1, 2010, the Motion shall be heard at the next omnibus hearing unless Claimant agrees to a further continuance.

4. The Claimant and the Debtors may enter into any and all agreements necessary to finalize settlement of all claims, including agreements with Debtors' insurers, as well as with third parties providing structured settlements and annuities.

4. This Stipulation shall be binding upon (i) any liquidating trustee; plan administrator; distribution agent and/or any other responsible person appointed pursuant to any chapter 11 plan confirmed in these cases; (ii) any chapter 11 trustee appointed in these cases and/or (iii) any chapter 7 trustee appointed or elected in these cases.

5. This Stipulation constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof and, except as otherwise expressly provided herein, is not intended to confer upon any other person any rights or remedies hereunder.

6. The undersigned persons represent and warrant that they have full authority to execute this Stipulation on behalf of the respective Parties and that the respective Parties have full knowledge of and have consented to this Stipulation.

7. Each party shall bear its own attorneys' fees and costs with respect to the execution and delivery of this Stipulation.

8. This Stipulation may be executed in counterparts, any of which may be transmitted by facsimile or electronic mail, and each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

9. This Stipulation shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to principles of conflicts of laws.

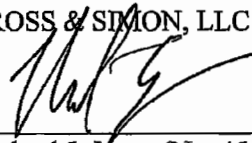
10. This Stipulation may not be amended without the express written consent of all Parties hereto and approval by the Bankruptcy Court.

11. This Stipulation shall be binding upon the Parties hereto and upon all of their affiliates, assigns and successors, including without limitation any bankruptcy trustee that might be appointed in the future.

12. It is acknowledged that each Party has participated in and jointly consented to the drafting of this Stipulation and that any claimed ambiguity shall not be construed for or against either Party on account of such drafting.

13. The Bankruptcy Court shall retain jurisdiction over any and all disputes or other matters, and all parties hereto, arising under or otherwise relating to this Stipulation.

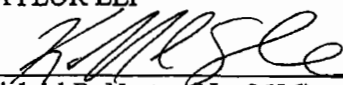
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Dated: February 19, 200~~8~~¹⁰

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Dated: February 23, 200~~8~~¹⁰

Exhibit B

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:) Chapter 11
)
ACCURIDE CORPORATION,) Case No: 09-13449 (BLS)
et al.,¹)
) Jointly Administered
Debtors.)
) Re: D.L. No. 106

**STIPULATION AND ORDER
REGARDING MOTION FOR RELIEF FROM THE AUTOMATIC STAY**

WHEREAS, on October 8, 2009 (the "Petition Date"), the above-captioned debtors and debtors in possession (collectively, the "Debtors") filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"); and

WHEREAS, prior to the Petition Date, on or about January 15, 2008, Diann Pruitt ("Claimant") filed a Complaint for Workmen's Compensation Benefits in the Circuit Court of Calhoun County, captioned, *Diann Pruitt v. Accuride Corporation d/b/a Bostrom Seating*, CV-08-900019. Said lawsuit arises out of an alleged work-related

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); Gunit 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); JAI 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.

injury in the fall of 2006 and is currently pending in the Circuit Court of Calhoun County;
and

WHEREAS, at the time of the alleged accident, Debtors were insured by a workmen's compensation policy which provides coverage for the injury and damage complained of by Claimant in the State Court Action and which claim is administered by GAB Robins, Inc.; and

WHEREAS on October 21, 2009, Claimant filed a Motion for Relief from the Automatic Stay pursuant to 11 U.S.C. § 362(d) (the "Motion") [Docket No. 106]; and

WHEREAS, the Debtors and the Claimant (together, the "Parties") agree to resolve the Motion by entering into this Stipulation; and

WHEREAS, the Debtors intend to seek approval of this Stipulation from this Court; and

NOW THEREFORE, in consideration of the foregoing and in consideration of the terms, conditions and mutual agreements set forth herein, the Debtors and the Claimant hereby agree and stipulate as follows:

1. The automatic stay of section 362 of the Bankruptcy Code is modified, effective fifteen (15) days after the effective date of a confirmed chapter 11 plan of reorganization or confirmed chapter 11 plan of liquidation in the Debtors' above-captioned bankruptcy proceedings (the "Stipulation Effective Date"), for the sole purpose of allowing the Claimant to continue the prosecution of the State Court Action on the conditions that the Claimant: (a) look solely to the proceeds of the Debtors' applicable insurance policy or policies to satisfy (i) any judgment the Claimant may obtain against

the Debtors or (ii) any settlement agreed to by the Claimant, the Debtors and the applicable insurer.

2. The Debtors agree that, on the Stipulation Effective Date, Claimant shall have the right to prosecute the State Court Action in the Circuit Court of Calhoun County and may satisfy any judgment obtained against the Debtors' applicable insurance policy or policies notwithstanding any plan injunction, third party release and/or discharge of claims contained in any confirmed chapter 11 plan of reorganization or chapter 11 plan of liquidation in the Debtors' above-captioned bankruptcy proceedings.

3. If the Debtors' chapter 11 plan does not go effective by April 1, 2010, the Motion shall be heard at the next omnibus hearing unless Claimant agrees to a further continuance.

4. The Claimant and the Debtors may enter into any and all agreements necessary to finalize settlement of all claims, including agreements with Debtors' insurers, as well as with third parties providing structured settlements and annuities.

4. This Stipulation shall be binding upon (i) any liquidating trustee; plan administrator; distribution agent and/or any other responsible person appointed pursuant to any chapter 11 plan confirmed in these cases; (ii) any chapter 11 trustee appointed in these cases and/or (iii) any chapter 7 trustee appointed or elected in these cases.

5. This Stipulation constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof and, except as otherwise expressly provided herein, is not intended to confer upon any other person any rights or remedies hereunder.

6. The undersigned persons represent and warrant that they have full authority to execute this Stipulation on behalf of the respective Parties and that the respective Parties have full knowledge of and have consented to this Stipulation.

7. Each party shall bear its own attorneys' fees and costs with respect to the execution and delivery of this Stipulation.

8. This Stipulation may be executed in counterparts, any of which may be transmitted by facsimile or electronic mail, and each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

9. This Stipulation shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to principles of conflicts of laws.

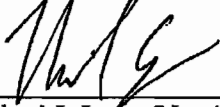
10. This Stipulation may not be amended without the express written consent of all Parties hereto and approval by the Bankruptcy Court.

11. This Stipulation shall be binding upon the Parties hereto and upon all of their affiliates, assigns and successors, including without limitation any bankruptcy trustee that might be appointed in the future.

12. It is acknowledged that each Party has participated in and jointly consented to the drafting of this Stipulation and that any claimed ambiguity shall not be construed for or against either Party on account of such drafting.

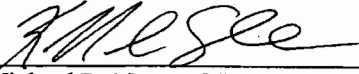
13. The Bankruptcy Court shall retain jurisdiction over any and all disputes or other matters, and all parties hereto, arising under or otherwise relating to this Stipulation.

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Dated: February 19, 2009

Dated: February 23, 2009

Exhibit C

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:) Chapter 11
)
ACCURIDE CORPORATION,) Case No: 09-13449 (BLS)
et al.,¹)
) Jointly Administered
Debtors.)
) Re: D.I. No. 107

**STIPULATION AND ORDER
REGARDING MOTION FOR RELIEF FROM THE AUTOMATIC STAY**

WHEREAS, on October 8, 2009 (the "Petition Date"), the above-captioned debtors and debtors in possession (collectively, the "Debtors") filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"); and

WHEREAS, prior to the Petition Date, on or about August 12, 2008, Lena Wilson ("Claimant") filed a Complaint for Workmen's Compensation Benefits in the Circuit Court of Calhoun County, captioned, *Lena Wilson v. Accuride Corporation d/b/a Bostrom Seating*, CV-08-900269. Said lawsuit arises out of an alleged work-related

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injury on September 26, 2006 and is currently pending in the Circuit Court of Calhoun County; and

WHEREAS, at the time of the alleged accident, Debtors were insured by a workmen's compensation policy which provides coverage for the injury and damage complained of by Claimant in the State Court Action and which claim is administered by GAB Robins, Inc.; and

WHEREAS on October 21, 2009, Claimant filed a Motion for Relief from the Automatic Stay pursuant to 11 U.S.C. § 362(d) (the "Motion") [Docket No. 107]; and

WHEREAS, the Debtors and the Claimant (together, the "Parties") agree to resolve the Motion by entering into this Stipulation; and

WHEREAS, the Debtors intend to seek approval of this Stipulation from this Court; and

NOW THEREFORE, in consideration of the foregoing and in consideration of the terms, conditions and mutual agreements set forth herein, the Debtors and the Claimant hereby agree and stipulate as follows:

1. The automatic stay of section 362 of the Bankruptcy Code is modified, effective fifteen (15) days after the effective date of a confirmed chapter 11 plan of reorganization or confirmed chapter 11 plan of liquidation in the Debtors' above-captioned bankruptcy proceedings (the "Stipulation Effective Date"), for the sole purpose of allowing the Claimant to continue the prosecution of the State Court Action on the conditions that the Claimant: (a) look solely to the proceeds of the Debtors' applicable insurance policy or policies to satisfy (i) any judgment the Claimant may obtain against

the Debtors or (ii) any settlement agreed to by the Claimant, the Debtors and the applicable insurer.

2. The Debtors agree that, on the Stipulation Effective Date, Claimant shall have the right to prosecute the State Court Action in the Circuit Court of Calhoun County and may satisfy any judgment obtained against the Debtors' applicable insurance policy or policies notwithstanding any plan injunction, third party release and/or discharge of claims contained in any confirmed chapter 11 plan of reorganization or chapter 11 plan of liquidation in the Debtors' above-captioned bankruptcy proceedings.

3. If the Debtors' chapter 11 plan does not go effective by April 1, 2010, the Motion shall be heard at the next omnibus hearing unless Claimant agrees to a further continuance.

4. The Claimant and the Debtors may enter into any and all agreements necessary to finalize settlement of all claims, including agreements with Debtors' insurers, as well as with third parties providing structured settlements and annuities.

4. This Stipulation shall be binding upon (i) any liquidating trustee; plan administrator; distribution agent and/or any other responsible person appointed pursuant to any chapter 11 plan confirmed in these cases; (ii) any chapter 11 trustee appointed in these cases and/or (iii) any chapter 7 trustee appointed or elected in these cases.

5. This Stipulation constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof and, except as otherwise expressly provided herein, is not intended to confer upon any other person any rights or remedies hereunder.

6. The undersigned persons represent and warrant that they have full authority to execute this Stipulation on behalf of the respective Parties and that the respective Parties have full knowledge of and have consented to this Stipulation.

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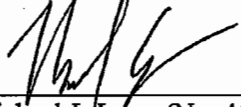
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11. This Stipulation shall be binding upon the Parties hereto and upon all of their affiliates, assigns and successors, including without limitation any bankruptcy trustee that might be appointed in the future.

12. It is acknowledged that each Party has participated in and jointly consented to the drafting of this Stipulation and that any claimed ambiguity shall not be construed for or against either Party on account of such drafting.

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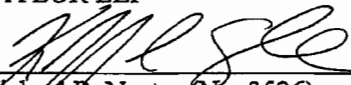
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Dated: February 19, 20¹⁰

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Dated: February 23, 20¹⁰