

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

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| In re:   | ) |  |
|  | ) | Chapter 11                                 |
| ACCURIDE CORPORATION, <i>et al.</i> , <sup>1</sup> | ) | Case No. 24-12289 (JKS)                    |
|  | ) |  |
| Debtors.   | ) | (Jointly Administered)                     |
|  | ) |  |
|  | ) | <b>Re: Docket Nos. 213, 325, 326, 327,</b> |
|  | ) | <b>419, 673, and 692</b>                   |
|  | ) |  |

**FINDINGS OF FACT,  
CONCLUSIONS OF LAW, AND ORDER (I) APPROVING  
THE DISCLOSURE STATEMENT ON A FINAL BASIS  
AND (II) CONFIRMING THE SECOND MODIFIED AMENDED JOINT PLAN OF  
REORGANIZATION OF ACCURIDE CORPORATION AND ITS DEBTOR  
AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

The above-captioned debtors and debtors in possession (collectively, the “Debtors”), having:<sup>2</sup>

- a) commenced, on October 9, 2024 (the “Petition Date”), these chapter 11 cases (the “Chapter 11 Cases”) by filing voluntary petitions in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”);
- b) continued to operate their businesses and manage their properties as debtors in possession in accordance with sections 1107(a) and 1108 of the Bankruptcy Code;
- c) filed, on November 4, 2024, the *Joint Plan of Reorganization of Accuride Corporation and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 213] and the *Disclosure Statement Relating to the Joint Plan of Reorganization of Accuride*

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Accuride Corporation (9077); Accuride Group Holdings, Inc. (4531); Accuride Intermediate Co., Inc. (9045); Accuride Distributing, LLC (3124); Accuride EMI, LLC (0389); Accuride Erie L.P. (4862); Accuride Henderson Limited Liability Company (8596); AKW General Partner, L.L.C. (4861); AOT, LLC (3088); Armor Parent Corp. (6684); Bostrom Holdings, Inc. (9282); Bostrom Seating, Inc. (7179); Gunite Corporation (9803); KIC LLC (6356); Transportation Technologies Industries, Inc. (2791); and Truck Components, Inc. (5407). The location of the Debtors’ service address is: 38777 Six Mile Road, Suite 410, Livonia, MI 48152.

<sup>2</sup> Capitalized terms used but not otherwise defined in this order (this “Confirmation Order”) have the meanings given to them in the Plan (as defined herein) or the Disclosure Statement (as defined herein), as applicable. The rules of interpretation set forth in Article I.B of the Plan apply to this Confirmation Order.

*Corporation and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 214];

- d) filed, on November 4, 2024, the *Motion of Debtors for Entry of an Order (I) Conditionally Approving the Adequacy of the Disclosure Statement, (II) Approving (A) the Solicitation and Voting Procedures, (B) the Forms of Ballots and Notices in Connection Therewith, and (C) Certain Dates with Respect Thereto, (III) Scheduling a Combined Hearing, and (IV) Granting Related Relief* [Docket No. 215] (the “Disclosure Statement Motion”);
- e) obtained, on November 8, 2024, the *Order (I) Setting Bar Dates for Submitting Proofs of Claim, Including Under Section 503(b)(9), (II) Establishing Amended Schedules Bar Date and Rejection Damages Bar Date, (III) Approving the Form, Manner for Filing Proofs of Claim, Including Section 503(b)(9) Requests, and (IV) Approving Form and Manner of Notice* [Docket No. 237] (the “Bar Date Order”);
- f) filed, on November 20, 2024, the *Amended Joint Plan of Reorganization of Accuride Corporation and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 325] (the “Solicited Plan”) (and a revised *Disclosure Statement Relating to the Amended Joint Plan of Reorganization of Accuride Corporation and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 326] (the “Disclosure Statement”));
- g) obtained, on November 20, 2024, entry of the *Order (I) Conditionally Approving the Adequacy of the Disclosure Statement, (II) Approving (A) the Solicitation and Voting Procedures, (B) the Forms of Ballots and Notices in Connection Therewith, and (C) Certain Dates with Respect Thereto, (III) Scheduling a Combined Hearing, and (IV) Granting Related Relief* [Docket No. 327] (the “Conditional Disclosure Statement Order”) conditionally approving the Disclosure Statement and approving: (i) the Confirmation timeline, (ii) the solicitation and voting procedures (the “Solicitation and Voting Procedures”), (iii) the form of ballot (the “Ballot”), (iv) the form of cover letter, (v) the notice of the combined hearing (the “Combined Hearing” and the notice thereof, the “Combined Hearing Notice”),<sup>3</sup> and (vi) the notice of non-voting status (the “Notice of Non-Voting Status”), and related dates and deadlines;
- h) caused the Solicitation Packages, the Notices of Non-Voting Status, and the Combined Hearing Notice setting forth the deadline for objecting to confirmation of the Plan, to be distributed on or around November 21, 2024, in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), the Conditional Disclosure Statement Order, and the Solicitation and Voting Procedures; as evidenced by, among other things, the *Affidavit of Service* [Docket No. 404] (the “Solicitation Affidavit”) and the Voting Reports (as defined below);

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<sup>3</sup> The foregoing materials in clauses (ii)–(v), collectively, are the “Solicitation Packages.”

- i) caused, on November 23, 2024, the Combined Hearing Notice to be published in the *New York Times* (national edition), as evidenced by the *Proof of Publication* [Docket No. 352] (the “Publication Affidavit”);
- j) caused the Solicited Plan, Disclosure Statement, Conditional Disclosure Statement Order, and Combined Hearing Notice to be served on or around December 3, 2024 on each retired employee of Debtor Gunito Corporation, as evidenced by the *Affidavit of Supplemental Service* [Docket No. 412] (the “Supplemental Service Affidavit,” and, together with the Solicitation Affidavit and the Publication Affidavit, the “Affidavits”);
- k) filed, (i) on December 9, 2024, the *Notice of Filing of Plan Supplement for the Amended Joint Plan of Reorganization of Accuride Corporation and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 419] (the “Original Plan Supplement”), (ii) on February 8, 2025, the *Notice of Filing of Amended Plan Supplement* [Docket No. 677] (the “Amended Plan Supplement”), and (iii) on February 10, 2025, the *Notice of Filing of Second Amended Plan Supplement* [Docket No. 691] (the “Second Amended Plan Supplement” and, collectively with the Original Plan Supplement and the Amended Plan Supplement, the “Plan Supplement”)<sup>4</sup>;
- l) filed (i) on December 17, 2024, the *Declaration of Anthony Schwartz, Managing Director of Perella Weinberg Partners LP, in Support of the Debtors’ Disclosure Statement Relating To, and Confirmation of, the Amend Joint Plan of Reorganization of Accuride Corporation and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 449] (the “Schwartz Declaration”), (ii) on December 17, 2024, the *Declaration of Daniel Jerneycic, Managing Director of Alvarez & Marsal North America LLC, in Support of the Debtors’ Disclosure Statement Relating To, and Confirmation of, the Amended Joint Plan of Reorganization of Accuride Corporation and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 450] (the “Jerneycic Declaration”), (iii) on February 10, 2025 the *Declaration of Charles Moore, Chief Restructuring Officer of Accuride Corporation, in Support of the Debtors’ Disclosure Statement for, and Confirmation of, the Modified Amended Joint Plan of Reorganization of Accuride Corporation and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 688] (the “Moore Declaration”), (iv) the *Declaration of Edward J. Stenger in Support of Confirmation of the Modified Amended Joint Chapter 11 Plan of Reorganization of Debtors Accuride Corporation, Accuride Group Holdings, Inc., and Armor Parent Corporation* [Docket No. 680] (the “Stenger Declaration” and, collectively with the Schwartz Declaration, the Jerneycic Declaration, and the Moore Declaration, the “Declarations”).

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<sup>4</sup> For the avoidance of doubt, and notwithstanding anything to the contrary in the Plan, any documents not Filed with the Court as of the date of this Confirmation Order shall not be included in the “Plan Supplement” as defined herein, unless, (a) on or prior to the Effective Date, (i) the Debtors file documents to be designated as plan supplement documents under the Plan, and (ii) consistent with the Confirmation Hearing, request entry of a supplemental confirmation order under certification of counsel deeming such supplemental documents part of the “Plan Supplement” under this Confirmation Order, and (b) the Court enters such Supplemental Confirmation Order (which Supplemental Confirmation Order may be entered on or before the Effective Date).

- m) filed, on February 7, 2025, the *Modified Amended Joint Plan of Reorganization of Accuride Corporation and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 673];
- n) caused to be filed, (i) on February 10, 2025, the *Declaration of Jeriad R. Paul With Respect to the Tabulation of Votes on the Amended Joint Plan of Reorganization of Accuride Corporation and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 681] (the “Initial Voting Report”) and (ii) on February 11, 2025, the *Supplemental Declaration of Jeriad R. Paul With Respect to the Tabulation of Votes on the Amended Joint Plan of Reorganization of Accuride Corporation and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 696] (the “Supplemental Voting Report”) and together with the Initial Voting Report, the “Voting Reports”);
- o) filed, on February 10, 2025, the *Debtors’ Memorandum of Law in Support of the Debtors’ Disclosure Statement for, and Confirming, the Modified Amended Joint Plan of Reorganization of Accuride Corporation and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 689] (the “Confirmation Brief”);
- p) filed, on February 11, 2025, the *Second Modified Amended Joint Plan of Reorganization of Accuride Corporation and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 692] (as amended, supplemented, or otherwise modified from time to time, the “Plan”);

The Bankruptcy Court, having:

- a) entered, on November 20, 2024, the Conditional Disclosure Statement Order;
- b) pursuant to the Conditional Disclosure Statement Order, set December 16, 2024, at 4:00 p.m. (prevailing Eastern Time) as the deadline for parties in interest other than the Committee and the Prepetition ABL Agent to file objections to final approval of the Disclosure Statement and/or confirmation of the Plan (the “General Objection Deadline”) (including any extensions consensually granted by the Debtors to certain parties-in-interest);
- c) pursuant to the Conditional Disclosure Statement Order, set December 16, 2024, at 4:00 p.m. (prevailing Eastern Time) as the deadline to vote on the Plan (the “Voting Deadline”);
- d) reviewed the Plan, the Disclosure Statement, the Confirmation Brief, the Voting Reports, the Declarations, and all Filed pleadings, exhibits, statements, responses, and comments regarding Confirmation, including all objections, statements, and reservations of rights filed by parties in interest on the docket of the Chapter 11 Cases;
- e) held the Combined Hearing;
- f) heard the statements and arguments made by counsel with respect to final approval of the Disclosure Statement and Confirmation of the Plan;

- g) considered all oral representations, live testimony, written direct testimony, exhibits, documents, filings, and other evidence presented at the Combined Hearing regarding final approval of the Disclosure Statement and Confirmation of the Plan; and
- h) overruled any and all objections to final approval of the Disclosure Statement and/or Confirmation of the Plan, except as otherwise stated or indicated on the record, and all statements and reservations of rights not consensually resolved, agreed to, or withdrawn, unless otherwise indicated herein; and

NOW, THEREFORE, it appearing to the Bankruptcy Court that notice of the Combined Hearing and the opportunity for any party in interest to object to approval of the Disclosure Statement and Confirmation of the Plan have been adequate and appropriate as to all Entities affected or to be affected by the Plan and the transactions contemplated thereby, and that the legal and factual bases set forth in the documents filed in support of final approval of the Disclosure Statement and Confirmation of the Plan and the arguments and evidence presented at the Combined Hearing establish just cause for the relief granted herein, and after due deliberation thereon and good cause appearing therefor, the Bankruptcy Court hereby makes and issues the following findings of fact, conclusions of law, and orders:

**FINDINGS OF FACT AND CONCLUSIONS OF LAW**

**IT IS DETERMINED, FOUND, ADJUDGED, DECREED, AND ORDERED THAT:**

**A. Findings and Conclusions.**

1. The findings and conclusions set forth herein and in the record of the Combined Hearing constitute the Bankruptcy Court's findings of fact and conclusions of law under rule 52 of the Federal Rules of Civil Procedure, as made applicable herein by Bankruptcy Rules 7052 and 9014. All findings of fact and conclusions of law announced by the Bankruptcy Court at the Combined Hearing in relation to approval of the Disclosure Statement and Confirmation, including any rulings made on the record at the Combined Hearing, are hereby incorporated into this

Confirmation Order. To the extent any of the following conclusions of law constitute findings of fact, or vice versa, they are adopted as such.

**B. Jurisdiction, Venue, Core Proceeding.**

2. The Bankruptcy Court has jurisdiction over these Chapter 11 Cases pursuant to sections 157 and 1334 of title 28 of the United States Code, 28 U.S.C. §§ 1–4881 (the “Judicial Code”), which was referred to the Bankruptcy Court under 28 U.S.C. § 157, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012. The Bankruptcy Court has jurisdiction to determine whether the Disclosure Statement and the Plan comply with the applicable provisions of the Bankruptcy Code and should be approved on a final basis and confirmed, respectively. Venue is proper in this district pursuant to sections 1408 and 1409 of the Judicial Code. Final approval of the Disclosure Statement and Confirmation of the Plan are core proceedings within the meaning of section 157(b)(2) of the Judicial Code.

**C. Eligibility for Relief.**

3. The Debtors were at all times during these Chapter 11 Cases, and continue to be, entities eligible for relief under section 109 of the Bankruptcy Code, and the Debtors are proper proponents of the Plan under section 1121(a) of the Bankruptcy Code.

**D. Commencement and Joint Administration of these Chapter 11 Cases.**

4. On the Petition Date, the Debtors commenced these Chapter 11 Cases by each filing a voluntary petition for relief under chapter 11 of the Bankruptcy Code. On October 11, 2024, the Bankruptcy Court entered an order [Docket No. 75] pursuant to which the Chapter 11 Cases have been consolidated for procedural purposes only and are being jointly administered pursuant to Bankruptcy Rule 1015(b). Since the Petition Date, the Debtors have operated their business and

managed their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in these Chapter 11 Cases.

**E. The Bar Dates.**

5. On November 8, 2024, the Bankruptcy Court entered the Bar Date Order, setting (a) December 11, 2024, as the last day for filing Proofs of Claim (including Proofs of Claim for Claims arising under Section 503(b)(9) of the Bankruptcy Code) against the Debtors that arose (or were deemed to have arisen) before the Petition Date and (b) April 7, 2025, as the last day for filing Proofs of Claim of Governmental Units (as defined in section 101(27) of the Bankruptcy Code).

**F. Appointment of the Committee.**

6. On October 22, 2024, the U.S. Trustee appointed the Official Committee of Unsecured Creditors (the “Committee”) [Docket No. 127] pursuant to section 1102 of the Bankruptcy Code, which Committee currently consists of: (a) Matalco USA, LLC; (b) Pension Benefit Guaranty Corporation; (c) Ellwood Aluminum, LLC; (d) Hydro Aluminum Metals USA, LLC; (e) Temium Mexico SA de CV; (f) Zhumadian CIMC Huajun Casting Co., Ltd.; and (g) International Union – UAW.

**G. Appointment of the Official Committee of Retirees**

7. On December 10, 2024, the U.S. Trustee appointed the Official Committee of Retirees [Docket No. 424] pursuant to section 1114 of the Bankruptcy Code, which Committee currently consists of: (a) James Sorg; (b) Steve Solverson; and (c) Eugene Schaefer.

**H. Plan Supplement**

8. The Plan Supplement (as defined herein) complies with the Bankruptcy Code and the terms of the Plan, and the filing and notice of such documents were good, proper, and in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules for the United States

Bankruptcy Court for the District of Delaware (the “Local Rules”), and all other applicable laws, rules, and regulations, and no other or further notice is or shall be required with respect to the Plan Supplement and all of the documents included therein.

9. All documents included in the Plan Supplement, including any amendments, modifications, and supplements thereto, (including all exhibits and attachments thereto), are integral to, part of, and incorporated by reference in, the Plan and this Confirmation Order. Subject to the terms of the Plan and this Confirmation Order, the Debtors’ right to alter, amend, update, or modify the Plan Supplement on or before the Effective Date is reserved.

**I. Objections Overruled.**

10. Any resolution or disposition of objections to final approval of the Disclosure Statement or Confirmation of the Plan explained on the record at the Combined Hearing is hereby incorporated by reference. All unresolved objections, statements, informal objections, and reservations of rights (except with respect to unresolved Cure Objections and informal objections concerning Cures, if any, which shall be resolved in accordance with Article V of the Plan), if any, related to final approval of the Disclosure Statement or Confirmation of the Plan are overruled on the merits.

**J. Conditional Disclosure Statement Order.**

11. On November 20, 2024, the Bankruptcy Court entered the Conditional Disclosure Statement Order. The period during which the Debtors solicited acceptances to the Plan was a reasonable and adequate period of time for Holders of Claims in the Voting Class (as defined herein) to have made an informed decision to accept or reject the Plan.

**K. Approval of the Disclosure Statement.**

12. The Disclosure Statement contains material information regarding the Debtors sufficient to enable Holders of Claims entitled to vote on the Plan to make informed decisions

regarding the Plan. The Disclosure Statement contains “adequate information” within the meaning of section 1125 of the Bankruptcy Code and complies with any additional applicable requirements of the Bankruptcy Code, the Bankruptcy Rules, and non-bankruptcy law. The Debtors’ solicitation of acceptances and rejections of the Plan via transmittal of the Disclosure Statement and the other materials in the Solicitation Packages was authorized by and complied with the Conditional Disclosure Statement Order and was appropriate under the circumstances.

**L. Solicitation and Notice.**

13. The Plan was solicited in good faith and in compliance with applicable provisions of the Bankruptcy Code and Bankruptcy Rules.

14. As described in the Voting Reports, the Solicitation Packages were transmitted and served in compliance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and the Conditional Disclosure Statement Order. The solicitation of votes on the Plan complied with the Solicitation and Voting Procedures, was appropriate and satisfactory based upon the circumstances of these Chapter 11 Cases, was conducted in “good faith” within the meaning of section 1125(e) of the Bankruptcy Code, and was in compliance with sections 1125 and 1126 and all other applicable sections of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and all other applicable rules, laws, and regulations.

15. As described in the Voting Reports and the Affidavits, all parties required to be given notice of the Combined Hearing (including the Objection Deadlines) have been provided due, proper, timely, and adequate notice and have had an opportunity to appear and be heard with respect thereto. Such notice was adequate and sufficient pursuant to section 1128 of the Bankruptcy Code, Bankruptcy Rules 2002, 3017, and 3020, and other applicable law and rules, and no other or further notice is or shall be required.

**M. Service of Opt In Form.**

16. The process described in the Voting Reports that the Debtors and the Claims and Noticing Agent followed to identify the relevant parties on which to serve the applicable Ballot or Notice of Non-Voting Status and Opt In Form (as defined in the Solicitation and Voting Procedures) and to distribute the Notice of Non-Voting Status and Opt In Forms (i) is consistent with practices used in other complex chapter 11 cases and (ii) was reasonably calculated to ensure that each Holder of Claims and Interests in each Class was informed of its ability to opt in to the Third-Party Release and the ramifications for electing not to timely do so. For the avoidance of doubt, any party that elected in the Ballot or Opt In Form to opt in to the Third-Party Release and timely submitted such election to the Claims and Noticing Agent in accordance with the Solicitation and Voting Procedures or the Notice of Non-Voting Status, as applicable, prior to any deadline to submit a Ballot, whether under any original or extended deadline, shall be a Released Party and a Releasing Party under the Plan.

**N. Voting Reports.**

17. Before the Combined Hearing, the Debtors filed the Voting Reports. The Voting Reports was admitted into evidence during the Combined Hearing. As set forth in the Voting Reports, the procedures used to tabulate ballots were fair and conducted in accordance with the Conditional Disclosure Statement Order, the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and all other applicable rules, laws, and regulations.

18. As set forth in the Plan, Holders of Claims in Class 4 (the “Voting Class”) were eligible to vote on the Plan in accordance with the Solicitation and Voting Procedures. Holders of Claims in Classes 1, 2, and 3 are Unimpaired and conclusively presumed to accept the Plan and, therefore, did not vote to accept or reject the Plan. Depending on their ultimate treatment by the Debtors, Holders of Claims in Classes 7 and 8 are either Unimpaired and conclusively presumed

to have accepted the Plan or Impaired and conclusively deemed to reject the Plan and, therefore, are not entitled to vote to accept or reject the Plan. Holders of Claims in Classes 5, 6, and 9 are Impaired and entitled to no recovery under the Plan and are, therefore, deemed to have rejected the Plan.

19. As evidenced by the Voting Reports, Class 4 voted to accept the Plan in accordance with section 1126 of the Bankruptcy Code.

**O. Bankruptcy Rule 3016.**

20. The Plan and all modifications thereto were dated and identified the entities submitting such modification, thus satisfying Bankruptcy Rule 3016(a). The Debtors appropriately filed the Disclosure Statement and the Plan with the Bankruptcy Court, thereby satisfying Bankruptcy Rule 3016(b).

**P. Burden of Proof – Confirmation of the Plan.**

21. The Debtors, as proponents of the Plan, have met their burden of proving the applicable elements of sections 1129(a) and 1129(b) of the Bankruptcy Code by a preponderance of the evidence, which is the applicable evidentiary standard for Confirmation of the Plan. In addition, and to the extent applicable, the Plan is confirmable under the clear and convincing evidentiary standard. Each witness who testified on behalf of the Debtors in connection with Confirmation, including those who testified via the Declarations, was credible, reliable, and qualified to testify as to the topics addressed in his or her testimony.

**Q. Modifications to the Plan.**

22. Pursuant to section 1127 of the Bankruptcy Code, any modifications to the Plan since the commencement of solicitation described or set forth herein constitute technical changes, changes with respect to particular Claims or Interests made pursuant to the agreement of the Holders of such Claims or Interests, or changes that do not materially and adversely affect the

treatment of any Holder on account of any Claims or Interests. After giving effect to these modifications, if any, the Plan continues to satisfy the requirements of sections 1122 and 1123 of the Bankruptcy Code and notice of these modifications was adequate and appropriate under the facts and circumstances of these Chapter 11 Cases. In accordance with Bankruptcy Rule 3019, these modifications do not require additional disclosure under section 1125 of the Bankruptcy Code or the re-solicitation of votes under section 1126 of the Bankruptcy Code, nor do they require that the Holders of Claims entitled to vote on the Plan be afforded an opportunity to change previously cast acceptances or rejections of the Plan. Accordingly, the Plan is properly before the Bankruptcy Court and all votes cast with respect to the Plan prior to such modification shall be binding and shall apply with respect to the Plan.

**R. Presumed Acceptance of Plan as Modified.**

23. In accordance with section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019, all Holders of Claims who voted to accept the Plan or who are conclusively presumed to have accepted the Plan are presumed to have accepted the Plan as modified by this Confirmation Order. All modifications to the Plan or Plan Supplement made after the Voting Deadline are hereby approved pursuant to section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019.

**S. Approval of the New ABL Facility.**

24. The New ABL Facility, the economic terms of which are contained in the Plan Supplement, is (a) an essential element of the Plan, (b) necessary for Confirmation and the Consummation of the Plan, and (c) critical to the overall success and feasibility of the Plan and the operations of the Reorganized Debtors. Entry into the New ABL Facility is in the best interests of the Debtors, their Estates, and all Holders of Claims or Interests. The Debtors have exercised reasonable business judgment in determining to enter into the New ABL Facility and have provided sufficient and adequate notice of the material terms of the New ABL Facility in the Plan

Supplement. The terms and conditions of the New ABL Facility described in the Plan Supplement are fair and reasonable, reflect the Debtors' exercise of prudent business judgment consistent with fiduciary duties, are supported by reasonably equivalent value and fair consideration, and have been negotiated in good faith and at arm's length. Any credit extended and loans made or deemed made, and any Liens granted pursuant to the New ABL Facility, and any fees paid or to be paid thereunder, are deemed to have been extended, issued, granted, and made or deemed made in good faith and for legitimate business purposes, shall not be subject to recharacterization for any purposes whatsoever, and shall not constitute preferential transfers, fraudulent conveyances or other avoidable transfers under the Bankruptcy Code or any other applicable non-bankruptcy law. Each party to the New ABL Facility may rely upon the provisions of this Confirmation Order in closing the New ABL Facility.

**T. Issuance of New Common Stock.**

25. Reorganized Topco shall be authorized to issue the New Common Stock pursuant to the Plan, without the need for any further corporate action or without any further action by the Debtors or Reorganized Debtors. All of the shares of New Common Stock issued pursuant to the Plan shall be duly authorized, validly issued, fully paid, and non-assessable. Each distribution and issuance referred to in Article VI of the Plan shall be governed by the terms and conditions set forth in the Plan applicable to such distribution or issuance and by the terms and conditions of the instruments evidencing or relating to such distribution or issuance.

**U. Compliance with the Bankruptcy Code (11 U.S.C. §§ 1125 and 1127)**

26. The Debtors have complied with section 1125 of the Bankruptcy Code with respect to the Disclosure Statement and the Plan. The requirements of section 1127 of the Bankruptcy Code have been satisfied.

**V. Plan Compliance with the Bankruptcy Code (11 U.S.C. § 1129)**

27. The Plan complies with all applicable provisions of section 1129 of the Bankruptcy Code.

**(i) Compliance with Bankruptcy Code Requirements—Section 1129(a)(1).**

28. The Plan complies with all applicable provisions of the Bankruptcy Code as required by section 1129(a)(1) of the Bankruptcy Code, including sections 1122 and 1123 of the Bankruptcy Code. In addition, the Plan is dated and identifies the Entities submitting it, thereby satisfying Bankruptcy Rule 3016(a). The injunction, release, and exculpation provisions in the Plan were conspicuously disclosed in the Disclosure Statement and describe, in bold font and with specific and conspicuous language, all acts to be enjoined, released, and exculpated and identify the entities that will be subject to the injunction, releases, and exculpations, thereby satisfying Bankruptcy Rule 3016(c).

**(a) Proper Classification—Sections 1122 and 1123(a)(1).**

29. The classification of Claims and Interests under the Plan is proper under the Bankruptcy Code. Pursuant to sections 1122(a) and 1123(a)(1) of the Bankruptcy Code, Article III of the Plan provides for the separate classification of Claims and Interests into nine Classes based on differences in the legal nature or priority of such Claims and Interests (other than the Administrative Claims, DIP Claims, Cash Management Superpriority Claims, L/C Superpriority Claims, Professional Fee Claims, Restructuring Expenses, and Priority Tax Claims, which are addressed in Article II of the Plan and which are not required to be designated as separate classes pursuant to section 1123(a)(1) of the Bankruptcy Code). Valid business, factual, and legal reasons exist for the separate classification of such Classes of Claims and Interests. The classifications reflect no improper purpose and do not unfairly discriminate between, or among, Holders of Claims or Interests. In accordance with section 1122(a) of the Bankruptcy Code, each Class of

Claims and Interests contains only Claims or Interests that are substantially similar to the other Claims or Interests within that Class. Accordingly, the Plan satisfies the requirements of sections 1122(a) and 1123(a)(1) of the Bankruptcy Code.

**(b) Specified Unimpaired Classes—Section 1123(a)(2).**

30. Article III of the Plan specifies that Claims in Class 1 (Other Secured Claims), Class 2 (Other Priority Claims), and Class 3 (ABL Claims) are Unimpaired under the Plan within the meaning of section 1124 of the Bankruptcy Code. Claims in Class 7 (Intercompany Claims) and Interests in Class 8 (Intercompany Interests) are either Unimpaired and conclusively presumed to have accepted the Plan or are Impaired and deemed to have rejected the Plan, and, in either event, are not entitled to vote to accept or reject the Plan.

31. Additionally, Article II of the Plan specifies that Allowed Administrative Claims, DIP Claims, Cash Management Superpriority Claims, L/C Superpriority Claims, Professional Fee Claims, Restructuring Expenses, and Priority Tax Claims will be paid in full or otherwise Unimpaired in accordance with the terms of the Plan, although these Claims are not classified under the Plan. Accordingly, the Plan satisfies the requirements of section 1123(a)(2) of the Bankruptcy Code.

**(c) Specified Treatment of Impaired Classes—Section 1123(a)(3).**

32. Article III of the Plan specifies that Claims and Interests in Class 4 (Term Loan Claims), Class 5 (General Unsecured Claims), Class 6 (Section 510(b) Claims), and Class 9 (Existing Equity Interests) are Impaired under the Plan, within the meaning of section 1124 of the Bankruptcy Code (collectively, the “Impaired Classes”), and describes the treatment of such Impaired Classes. Accordingly, the Plan satisfies the requirements of section 1123(a)(3) of the Bankruptcy Code.

**(d) No Discrimination—Section 1123(a)(4).**

33. Article III of the Plan provides for the same treatment by the Debtors for each Claim or Interest within a particular Class unless the Holder of a particular Claim or Interest has accepted a less favorable treatment with respect to such Claim or Interest. Accordingly, the Plan satisfies the requirements of section 1123(a)(4) of the Bankruptcy Code.

**(e) Adequate Means for Plan Implementation—Section 1123(a)(5).**

34. The provisions of the Plan, including Article IV, together with the exhibits and attachments to the Plan (including the Plan Supplement) and the Disclosure Statement, provide in detail the adequate and proper means for the cancellation of documents evidencing existing Claims and Interests and implementation of the transactions provided for in the Plan, including, among other things: (a) the Restructuring Transactions; (b) the sources of considerations for Plan distributions; (c) the consummation of the Exit Facility; (d) the consummation of the New ABL Facility; (e) the issuance and distribution of the New Common Stock; (f) the adoption of the New Organizational Documents; (g) the consummation of various corporate transaction steps necessary to implement the new corporate structure upon emergence; (h) the formation of the Liquidating Trusts including the execution, delivery, and filing of the Liquidating Trust Documents; (i) the adoption and implementation of the Management Incentive Plan; and (j) the preservation of Causes of Action. In addition to these core transactions, the Plan sets forth the other critical mechanics of the Debtors' emergence, such as the vesting of Estate assets in the Reorganized Debtors, the assumption of Executory Contracts and Unexpired Leases, and the settlement of Claims and Interests. The precise terms governing the execution of certain of these transactions are set forth in the applicable Definitive Documents or forms of agreements included in the Plan Supplement. Accordingly, the Plan satisfies the requirements of section 1123(a)(5) of the Bankruptcy Code.

**(f) Voting Power of Equity Securities—Section 1123(a)(6).**

35. The New Organizational Documents and Article IV.G of the Plan prohibit the issuance of non-voting equity Securities to the extent required to comply with section 1123(a)(6) of the Bankruptcy Code. Accordingly, the Plan satisfies the requirements of section 1123(a)(6) of the Bankruptcy Code.

**(g) Directors and Officers—Section 1123(a)(7).**

36. As of the Confirmation Date, the members of the board of directors of Topco are Jason Luo, Thomas Murphy, Alexander Rose, Bradford Williams, Robin Kendrick, Steven Panagos, Edward Stenger, and Robert Warshauer. As of the Effective Date, the term of the current members of the board of directors of Topco shall expire. On the Effective Date, or as soon as reasonably practicable thereafter, the members for the initial term of the New Board shall be appointed. The initial members of the New Board will be identified in a further supplement to the Plan to be Filed on or prior to the Effective Date. As of the Effective Date, the members of the New Board shall comprise the Chief Executive Officer of Accuride and the remaining four (4) members selected by the AHG (as defined in Article I.A.13 of the Plan) in its sole discretion and in consultation with the Debtors.

37. The foregoing manner of selection of the officers, directors, or trustees (or any successor of any officer, director, or trustee) of the Reorganized Debtors is consistent with the interests of all Holders of Claims and Interests and with public policy. Accordingly, the Plan satisfies the requirements of section 1123(a)(7) of the Bankruptcy Code.

**(h) Discretionary Contents of the Plan (11. U.S.C. § 1123(b)).**

38. The Plan satisfies the requirements of section 1123(b) of the Bankruptcy Code. The other provisions of the Plan are appropriate and consistent with the applicable provisions of the Bankruptcy Code.

**(I) Impairment/Unimpairment of Classes—Section 1123(b)(1).**

39. The Plan is consistent with section 1123(b)(1) of the Bankruptcy Code. Article III of the Plan Impairs or leaves Unimpaired, as applicable, each Class of Claims and Interests, as contemplated by section 1123(b)(1) of the Bankruptcy Code.

**(II) Assumption—Section 1123(b)(2).**

40. Article V.A of the Plan provides that, on the Effective Date, except as otherwise provided in the Plan, pursuant to sections 365 and 1123 of the Bankruptcy Code, each Executory Contract or Unexpired Lease not previously rejected, assumed, or assumed and assigned shall be deemed automatically rejected unless such Executory Contract or Unexpired Lease: (i) is explicitly designated by the Plan or this Confirmation Order to be assumed or assumed and assigned, as applicable, in connection with Confirmation of the Plan, (ii) is identified on the Schedule of Assumed Executory Contracts and Unexpired Leases; (iii) is subject to a pending motion to assume such Executory Contract or Unexpired Lease as of the Effective Date; (iv) is a contract, instrument, release, indenture, or other agreement or document entered into in connection with the Plan; or (v) is a D&O Liability Insurance Policy. The Debtors provided sufficient notice to each non-Debtor counterparty to an Executory Contract or Unexpired Lease assumed or assumed and assigned by the Debtors during these Chapter 11 Cases, as applicable. Accordingly, the Plan is consistent with section 1123(b)(2) of the Bankruptcy Code.

**(III) Discharge, Release, Injunction, Exculpation, and Related Provisions—Section 1123(b)(3).**

41. The Plan is consistent with section 1123(b)(3) of the Bankruptcy Code. Article VIII.C of the Plan provides for the Debtor Release, Article VIII.D of the Plan provides for the Third-Party Release, Article VIII.E of the Plan (together with the Debtor Release, the “Releases”) provides for the exculpation of the Exculpated Parties (the “Exculpation”), and

Article VIII.F of the Plan provides for an injunction (the “Injunction”). The Bankruptcy Court has jurisdiction under sections 1334(a) and 1334(b) of the Judicial Code and authority under section 105 of the Bankruptcy Code to approve each of the Debtor Release, the Third-Party Release, the Exculpation, and the Injunction.

**(A) Debtor Release.**

42. The Debtors have satisfied the business judgment standard with respect to the propriety of the Debtor Release set forth in Article VIII.C of the Plan. The Debtor Release is a necessary and integral element of the Plan, a component of the comprehensive settlement to be implemented pursuant to the Plan, and is fair, reasonable, and in the best interests of the Debtors, the Estates, Holders of Claims and Interests, and all of the Debtors’ stakeholders. The Debtors’ or the Reorganized Debtors’ pursuit of any such claims and Causes of Action against the Released Parties is not in the best interests of the Estates’ various constituencies because the costs involved significantly outweigh any potential benefit from pursuing such claims and Causes of Action. The Debtors do not believe that they have material Causes of Action against any of the Released Parties that would justify the risk, expense, and delay of pursuing any such causes of action as compared to the results and benefits achieved under the Plan. The Debtor Release, as set forth in Article VIII.C of the Plan, is: (a) in exchange for the good and valuable consideration provided by the Released Parties, including the Released Parties’ contribution to facilitating the Restructuring Transactions and implementing the Plan; (b) a good faith settlement and compromise of the claims released by the Debtor Release; (c) in the best interests of the Debtors and all Holders of Claims and Interests; (d) fair, equitable, and reasonable; (e) given and made after due notice and opportunity for a hearing; and (f) a bar to any of the Debtors, the Reorganized Debtors, or the Debtors’ Estates asserting any claim or Cause of Action released pursuant to the Debtor Release. Importantly, no economic stakeholders have objected to the Debtor Release

contained in the Plan. All of the Holders of Claims in the Voting Class voted to accept the Plan (including the Debtor Release).

43. The Debtor Release appropriately offers protection to parties who provided consideration to the Debtors and who participated in the Debtors' restructuring process, including the AHG, whose participation in the Chapter 11 Cases was critical to the Debtors' successful implementation of the Restructuring Transactions and emergence. Specifically, the Released Parties under the Plan made significant concessions and contributions to these Chapter 11 Cases, including, as applicable, (i) negotiating and actively supporting the Plan and the Chapter 11 Cases, (ii) providing necessary liquidity for the Debtors during the Chapter 11 Cases, (iii) settling and compromising substantial rights and Claims against the Debtors under the Plan, and (iv) proposing, negotiating in good faith, and ultimately consummating the Restructuring Transactions contemplated by the Plan for the benefit of the Debtors, their Estates, and all parties in interest.

44. In particular, in exchange for the Debtor Release, Released Parties in Classes 3 and 4 contributed direct value in the form of their agreement to (i) equitize secured debt, as applicable, (ii) commit new capital to fund both the Chapter 11 Cases and the go-forward business, (iii) consent to the Debtors' use of Cash Collateral, and (iv) have otherwise agreed to be impaired. In addition, the Debtor Release was a material inducement for the AHG, the ABL Agent, and ABL Lenders to support the Debtors' restructuring. Finally, the Debtors' directors, officers, professionals, and other agents have been instrumental in negotiating, formulating, and implementing the restructuring transactions contemplated by the Plan. The Released Parties played an integral role in the formulation of the Plan, made significant contributions that are essential to the Plan's success, and expended significant time and resources analyzing and negotiating the Plan and the issues presented by the Debtors' prepetition capital structure.

45. The scope of the Debtor Release is appropriately tailored under the facts and circumstances of the Chapter 11 Cases. The Debtor Release is appropriate in light of, among other things, the value provided by the Released Parties to the Estates and the critical nature of the Debtor Release to the Plan. Notwithstanding anything to the contrary in the Plan or this Confirmation Order, no Entity shall be a Released Party if such Entity is not a Releasing Party.

**(B) Third-Party Release.**

46. Consistent with sections 157 and 1334(a) and (b) of title 28 of the United States Code, and sections 105(a), 1123(b)(3), and 1123(b)(6) of the Bankruptcy Code, the Bankruptcy Court has jurisdiction and constitutional adjudicatory authority to approve the Third-Party Release. The Third-Party Release is given and made after due notice and opportunity for hearing.

47. The Third-Party Release is consensual with respect to the Releasing Parties. The Ballot sent to all Holders of Claims and Interests entitled to vote, the Notice of Non-Voting Status sent to all Holders of Claims and Interests not entitled to vote, and the Combined Hearing Notice sent to parties in interest each unambiguously provided in bold letters that the Plan included the Third-Party Release. Such parties in interest were provided due and adequate notice of these Chapter 11 Cases, the Plan, the Third-Party Release, the deadline to object to Confirmation of the Plan, the opportunity to opt in to the Third-Party Release, and were properly informed that the Holders of Claims against or Interests in the Debtors that: (a) voted in favor of the Plan, (b) were deemed to accept the Plan and checked the “Opt In” box on their timely submitted Opt-In Form, (c) abstained from voting on the Plan but checked the “Opt In” box on their timely submitted Ballot, and (d) voted against the Plan, or were deemed to reject the Plan, but checked the “Opt In” box on their timely submitted Ballot or Opt-In Form, as applicable, in each case would be deemed to have expressly, unconditionally, generally, individually, and collectively consented to the release of all Claims and Causes of Action against the Debtors and the Released Parties to the

extent set forth in and consistent with the terms of the Plan. Additionally, the release provisions of the Plan were conspicuous, emphasized with boldface type in the Plan, the Disclosure Statement, the Ballot, and the Notice of Non-Voting Status. Thus, the Third-Party Release is consensual as to the Releasing Parties.

48. Entry of this Confirmation Order shall constitute the Bankruptcy Court's approval of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is consensual and a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to the Third-Party Release.

**(C) Exculpation.**

49. The Exculpation provided by Article VIII.E of the Plan for the benefit of the Exculpated Parties—all of which are Estate fiduciaries and constructively participated in and contributed to the Debtors' chapter 11 process consistent with their duties under the Bankruptcy Code—is appropriately tailored to the circumstances of these Chapter 11 Cases. The record in the Chapter 11 Cases fully supports the Exculpation only to the extent provided by section 1125(e) of the Bankruptcy Code, which is appropriately tailored to protect the Exculpated Parties from inappropriate litigation. The Exculpation, including the carve out for criminal acts, actual fraud, willful misconduct, or gross negligence, as determined by a Final Order, is consistent with section 1125(e) of the Bankruptcy Code.

50. The Exculpated Parties have, and upon completion of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of votes and distribution of consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any

applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

**(D) Injunction.**

51. Sections 105(a), 1123(b)(3), and 1123(b)(6) of the Bankruptcy Code permit issuance of the Injunction provisions set forth in Article VIII.F of the Plan and are within the jurisdiction of this Bankruptcy Court under sections 1334(a), 1334(b), and 1334(d) of the Judicial Code. The Injunction is essential to the Plan and is necessary to implement the Plan and to preserve and enforce the Debtor Release, the Third-Party Release, and the Exculpation provisions in Article VIII of the Plan. Such Injunction is appropriately tailored to achieve those purposes.

**(E) Preservation of Causes of Action.**

52. The provisions regarding the preservation of Causes of Action in the Plan, including Article IV.K and the Plan Supplement, are appropriate, fair, equitable, and reasonable, and are in the best interests of the Debtors, the Estates, and Holders of Claims and Interests.

53. Article IV.K of the Plan appropriately provides for the preservation by the Debtors of certain Causes of Action in accordance with section 1123(b)(3)(B) of the Bankruptcy Code. The Plan provides that each Reorganized Debtor shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Causes of Action of the Debtors, whether arising before or after the Petition Date, including any actions specifically enumerated in the Schedule of Retained Causes of Action, and the Reorganized Debtors' rights to commence, prosecute, or settle such retained Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date or any other provision of the Plan to the contrary, other than the Causes of Action released by the Debtors pursuant to the releases and Exculpation contained in the Plan, including in Article VIII thereof, which shall be deemed released and waived by the Debtors and the

Reorganized Debtors as of the Effective Date; *provided* that the Schedule of Retained Causes of Action shall not include any Causes of Action against any Released Party.

54. The provisions regarding the preservation of Causes of Action in the Plan, including those contained in the Plan Supplement, are appropriate, fair, equitable, and reasonable and are in the best interests of the Debtors and their Estates. For the avoidance of doubt, Causes of Action released or exculpated under the Plan will not be retained by the Reorganized Debtors.

**(F) Release of Liens.**

55. Except as otherwise provided in the Plan or this Confirmation Order, or any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of a Secured Claim or any related claim that may be asserted against a non-Debtor Affiliate, in satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date, except for Other Secured Claims that the Debtors elect to Reinstate in accordance with Article III.B.1 of the Plan, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates or any non-Debtor Affiliate shall be fully released and discharged, and all of the right, title, and interest of any Holder (and the applicable Agents of such Holder) of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the Reorganized Debtors and their successors and assigns as set forth in Article VIII.B of the Plan. Any Holder of such Secured Claim or claim against a non-Debtor Affiliate (and the applicable Agents for such Holder) shall be authorized and directed, at the sole cost and expense of the Reorganized Debtors, to release any collateral or other property of any Debtor or non-Debtor Affiliate (including any Cash Collateral and possessory collateral) held by such Holder (and the applicable Agents for such Holder) and to take such actions as may be reasonably requested by the Reorganized Debtors to evidence the release of such Lien, including the execution, delivery, and

filing or recording of such releases. The presentation or filing of this Confirmation Order to or with any federal, state, provincial, or local agency or department shall constitute good and sufficient evidence of, but shall not be required to effect, the termination of such Liens. To the extent that any Holder of a Secured Claim that has been satisfied or discharged in full pursuant to the Plan, or any Agent for such Holder, has filed or recorded publicly any Liens and/or security interests to secure such Holder's Secured Claim, then as soon as practicable on or after the Effective Date, at the sole cost and expense of the Reorganized Debtors, such Holder (or the Agent for such Holder) shall take any and all steps reasonably requested by the Debtors or the Reorganized Debtors, that are necessary or desirable to record or effectuate the cancellation and/or extinguishment of such Liens and/or security interests, including the making of any applicable filings or recordings, and the Reorganized Debtors shall be entitled to make any such filings or recordings on such Holder's behalf.

56. For the avoidance of doubt, pursuant to Bankruptcy Rule 3020(c)(1), the following provisions in the Plan are hereby approved and authorized in their entirety and will be effective immediately on the Effective Date without further order or action by the Bankruptcy Court, any of the parties to such release, or any other Entity: (a) the Debtor Release, (b) the Third-Party Release, (c) the Exculpation, and (d) the Injunction.

**(IV) Additional Plan Provisions—Section 1123(b)(6).**

57. The other discretionary provisions of the Plan, including the Plan Supplement, are appropriate and consistent with the applicable provisions of the Bankruptcy Code, thereby satisfying section 1123(b)(6) of the Bankruptcy Code.

**(V) Cure of Defaults—Section 1123(d).**

58. The Debtors or the Reorganized Debtors, as applicable, shall pay Cures, if any, on the Effective Date, on the date provided in the Schedule of Assumed Executory Contracts and

Unexpired Leases, or as soon as reasonably practicable thereafter; *provided* that, if a dispute regarding assumption or Cure Cost is unresolved as of the Effective Date, then payment of the applicable Cure Cost shall occur as soon as reasonably practicable after such dispute is resolved. The proposed amount and timing of payment of each such Cure shall be set forth in the Plan Supplement unless otherwise agreed in writing (email being sufficient) between the Debtors or the Reorganized Debtors and the counterparty to the applicable Executory Contract or Unexpired Lease. Unless otherwise agreed in writing by the parties to the applicable Executory Contract or Unexpired Lease, any Assumption Objection must be Filed, served, and actually received by counsel to the Debtors and the U.S. Trustee by the applicable Assumption Objection Deadline or any other deadline that may be set by the Bankruptcy Court. Any Assumption Objection timely Filed after entry of this Confirmation Order shall be heard as soon as reasonably practicable on a date requested by the objecting counterparty, the Debtors or the Reorganized Debtors, as the case may be. Any Assumption Objection that is not timely Filed shall be disallowed and forever barred, estopped, and enjoined from assertion and shall not be enforceable against any Reorganized Debtor without further notice to or action, order, or approval of the Bankruptcy Court. Any Cure shall be deemed fully satisfied, released, and discharged upon payment by the Debtors or the Reorganized Debtors, as applicable, of such Cure; provided that nothing herein shall prevent the Reorganized Debtors from paying any Cure despite the failure of the relevant counterparty to File an Assumption Objection. The Debtors or the Reorganized Debtors, as applicable, may also settle any Cure without any further notice to or action, order, or approval of the Bankruptcy Court. Any counterparty to an Executory Contract or Unexpired Lease that fails to timely object to the proposed assumption or assumption and assignment of any Executory Contract or Unexpired Lease will be deemed to have consented to such assumption and/or assignment. Notwithstanding

anything to the contrary in the Plan or this Confirmation Order, the rights of any party to an assumed Executory Contract or Unexpired Lease to seek payment of any obligation under such Executory Contract or Unexpired Lease arising after the Assumption Objection Deadline and before the effective date of assumption are fully preserved.

59. If there is any dispute regarding any Cure, 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, or any other matter pertaining to assumption (or assumption and assignment), then payment of such Cure shall occur as soon as reasonably practicable after entry of a Final Order resolving such dispute, approving such assumption (and, if applicable, assumption and assignment), or as may be agreed upon by the Debtors or the Reorganized Debtors, and the counterparty to the Executory Contract or Unexpired Lease.

60. Notwithstanding anything in the Plan or this Confirmation Order to the contrary, in no event shall an Executory Contract be deemed assumed or assumed and assigned under or in accordance with the Plan prior to the later of (i) the passage of the applicable Assumption Objection Deadline with respect to such Executory Contract and (ii) the date on which any Assumption Objections and Cure Objections with respect to such Executory Contract have been resolved by Final Order or agreement between the Debtors or Reorganized Debtors, as applicable, and the non-debtor counterparty to such Executory Contract.

**(ii) Debtor Compliance with the Bankruptcy Code—Section 1129(a)(2).**

61. The Debtors have complied with the applicable provisions of the Bankruptcy Code, and, thus, satisfied the requirements of section 1129(a)(2) of the Bankruptcy Code. Specifically, each Debtor:

- a. is eligible to be a debtor under section 109 of the Bankruptcy Code and a proper proponent of the Plan under section 1121(a) of the Bankruptcy Code;

- b. has complied with the applicable provisions of the Bankruptcy Code, except as otherwise provided or permitted by Final Order of the Bankruptcy Court; and
- c. has complied with the applicable provisions of the Bankruptcy Code, including sections 1125 and 1126 thereof, the Bankruptcy Rules, the Local Rules, any applicable non-bankruptcy Law, rule, and regulation, the Scheduling Order, and all other applicable Law in transmitting the Solicitation Packages, related documents and notices, and in soliciting and tabulating the votes on the Plan.

62. The Debtors and their agents have participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code with respect to the offering, issuance, and distribution of recoveries under the Plan and will therefore be entitled to the protections of section 1125 of the Bankruptcy Code.

**(iii) Plan Proposed in Good Faith—Section 1129(a)(3).**

63. The Debtors have proposed the Plan and the Restructuring Transactions (and all documents necessary to effectuate the Plan (including the Plan Supplement)) in good faith and not by any means forbidden by Law. In so determining, the Bankruptcy Court has examined the totality of the circumstances surrounding the filing of these Chapter 11 Cases, including the Declarations, the Plan, the Disclosure Statement, the process leading to Confirmation, including the extensive, good faith, arms'-length negotiations among the Debtors and their stakeholders, the unanimous support of the Class of Holders of Claims entitled to vote on the Plan that returned ballots, and the transactions to be implemented pursuant thereto. These Chapter 11 Cases were Filed, and the Plan was proposed, with the legitimate purpose of allowing the Debtors to implement the Restructuring Transactions, reorganize, and emerge from these Chapter 11 Cases with a capital and organizational structure that will allow them to conduct their businesses and satisfy their obligations with sufficient liquidity and capital resources.

64. The Plan is the product of good faith, arm's-length negotiations by and among the Debtors and their core economic stakeholders. The Plan itself and the process leading to its

formulation provides independent evidence of the Debtors' and such other parties' good faith, serves the public interest, and assures fair treatment of Holders of Claims and Interests. Consistent with the overriding purpose of chapter 11, the Debtors filed the Chapter 11 Cases with the belief that the Debtors were in need of reorganization, and the Plan was negotiated and proposed with the intention of accomplishing a successful reorganization and maximizing stakeholder value and for no ulterior purpose. Accordingly, the requirements of section 1129(a)(3) of the Bankruptcy Code are satisfied.

**(iv) Payment for Services or Costs and Expenses—Section 1129(a)(4).**

65. The procedures set forth in the Plan for the Bankruptcy Court's review and ultimate determination of the fees and expenses to be paid by the Debtors in connection with the Chapter 11 Cases, or in connection with the Plan and incident to the Chapter 11 Cases, satisfy the objectives of, and are in compliance with, section 1129(a)(4) of the Bankruptcy Code.

**(v) Directors, Officers, and Insiders—Section 1129(a)(5).**

66. The Plan sets forth the process for appointment of the members of the New Board. The appointment to, or continuance in, office of the applicable persons is consistent with the interests of Holders of Claims and Interests, and with public policy. Accordingly, the Debtors have satisfied the requirements of section 1129(a)(5) of the Bankruptcy Code.

**(vi) No Rate Changes—Section 1129(a)(6).**

67. Section 1129(a)(6) of the Bankruptcy Code is not applicable to these Chapter 11 Cases. The Plan does not contain any rate changes subject to the jurisdiction of any governmental regulatory commission.

**(vii) Best Interests of Creditors—Section 1129(a)(7).**

68. The Liquidation Analysis attached as Exhibit C to the Disclosure Statement and as supplemented on the record at the Combined Hearing, the Jerneycic Declaration, and the other

evidence related thereto in support of the Plan that was proffered at, prior to, or in connection with the Combined Hearing: (a) are reasonable, persuasive, credible, and accurate as of the dates such analysis or evidence was prepared, presented, or proffered; (b) utilize reasonable and appropriate methodologies and assumptions; (c) have not been controverted by other evidence; and (d) establish that Holders of Allowed Claims and Interests in each Class will recover at least as much under the Plan on account of such Claim or Interest, as of the Effective Date, as such Holder would receive if the Debtors were liquidated, on the Effective Date, under chapter 7 of the Bankruptcy Code. As a result, the Debtors have demonstrated that the Plan is in the best interests of their creditors, and the Plan satisfies the requirements of section 1129(a)(7) of the Bankruptcy Code.

**(viii) Acceptance by Certain Classes—Section 1129(a)(8).**

69. Class 1, Class 2, and Class 3 are the Unimpaired Classes, each of which is conclusively presumed to have accepted the Plan in accordance with section 1126(f) of the Bankruptcy Code. The Voting Class is Impaired. As evidenced by the Voting Reports, the Voting Class has voted to accept the Plan. Class 7 and Class 8 are either Unimpaired and conclusively presumed to have accepted the Plan (to the extent Reinstated) or are Impaired and deemed to have rejected the Plan (to the extent cancelled and released), and, in either event, are not entitled to vote to accept or reject the Plan. Pursuant to the Plan, Holders of Interests in Class 5, Holders of Claims in Class 6, and Holders of Claims in Class 9 are Impaired, entitled to receive no recovery on account of their Claims and Interests, and are deemed to have rejected the Plan. The Plan is confirmable because the Plan does not discriminate unfairly and is fair and equitable with respect to such Classes as set forth herein and thus satisfies section 1129(b) of the Bankruptcy Code.

**(ix) Treatment of Claims Entitled to Priority Under Section 507(a) of the Bankruptcy Code—Section 1129(a)(9).**

70. The treatment of Administrative Claims, Professional Fee Claims, DIP Claims, Cash Management Superpriority Claims, L/C Superpriority Claims, Priority Tax Claims, and Restructuring Expenses under Article II of the Plan, satisfies the requirements of, and complies in all respects with, section 1129(a)(9) of the Bankruptcy Code.

**(x) Acceptance by at Least One Impaired Class—Section 1129(a)(10).**

71. As evidenced by the Voting Reports, Holders of Claims in Class 4 (Term Loan Claims) voted to accept the Plan by the requisite number and amount of Claims at each Debtor, determined without including any acceptance of the Plan by any insider (as that term is defined in section 101(31) of the Bankruptcy Code), as specified under the Bankruptcy Code. As such, there is at least one Class of Claims that is Impaired under the Plan and has accepted the Plan. Accordingly, the requirements of section 1129(a)(10) of the Bankruptcy Code are satisfied.

**(xi) Feasibility—Section 1129(a)(11).**

72. The Financial Projections attached as Exhibit C to the Disclosure Statement the Moore Declaration, as supplemented on the record at the Combined Hearing, and the other evidence supporting Confirmation proffered or adduced by the Debtors at, prior to, or in the Declarations Filed in connection with, the Combined Hearing: (a) are reasonable, persuasive, credible, and accurate as of the dates such analysis or evidence was prepared, presented, or proffered; (b) utilize reasonable and appropriate methodologies and assumptions; (c) have not been controverted by other evidence; (d) establish that the Plan is feasible and Confirmation is not likely to be followed by the liquidation or the need for further financial reorganization of the Reorganized Debtors or any successor to the Reorganized Debtors under the Plan, except as provided in the Plan; and (e) establish that the Reorganized Debtors will have sufficient funds available to meet their obligations under the Plan. Accordingly, the Plan satisfies the requirements of section 1129(a)(11) of the Bankruptcy Code.

**(xii) Payment of Statutory Fees—Section 1129(a)(12).**

73. Article XII.C of the Plan provides for the payment of all fees due and payable by the Debtors pursuant to section 1930(a) of title 28 of the United States Code on the Effective Date, and after the Effective Date, the Debtors and the Reorganized Debtors shall be jointly and severally liable to pay any and all quarterly fees when due and payable. The Debtors and the Reorganized Debtors shall remain obligated to pay quarterly fees to the Office of the U.S. Trustee the earliest of the Debtor's case being closed, dismissed or converted to a case under chapter 7 of the Bankruptcy Code. Accordingly, the Plan satisfies the requirements of section 1129(a)(12) of the Bankruptcy Code.

**(xiii) Continuation of Employee Benefits—Section 1129(a)(13).**

74. Except as otherwise specified in the Plan, Article IV.J of the Plan provides that all employee wages, compensation, retiree benefits (as defined in 11 U.S.C. § 1114(a) of the Bankruptcy Code), and benefit programs in place as of the Effective Date with the Debtors, including, for the avoidance of doubt, the Pension Plan and the CBAs, shall be deemed to have been assumed by the Reorganized Debtors and shall remain in place as of the Effective Date, and the Reorganized Debtors will continue to honor such agreements, arrangements, programs, and plans as of the Effective Date in accordance with applicable Law. With respect to Debtor Gunitite Corporation (a Wheel Ends Debtor), the Plan provides that the Gunitite OPEB Plan shall be continued by Gunitite Corporation in accordance with its terms and without modification, unless the Debtors (with the consent of the AHG), prior to the Effective Date, either (i) obtain a ruling from the Bankruptcy Court permitting modifications to the Gunitite OPEB Plan pursuant to section 1114 of the Bankruptcy Code or (ii) reach an agreement with the Official Committee of Retirees on modification of the Gunitite OPEB Plan, with any such agreed modification to be Filed in an

amended Plan Supplement prior to the Effective Date. Accordingly, the Plan satisfies the requirements of section 1129(a)(13) of the Bankruptcy Code.

**(xiv) Non-Applicability of Certain Sections—Sections 1129(a)(14), (15), and (16).**

75. Sections 1129(a)(14), 1129(a)(15), and 1129(a)(16) of the Bankruptcy Code do not apply to the Chapter 11 Cases. The Debtors do not owe domestic support obligations, are not individuals, and are not nonprofit corporations.

**(xv) “Cram Down” Requirements – Section 1129(b).**

76. Notwithstanding the fact that Class 5, Class 6, and Class 9 (the “Deemed Rejecting Classes”) have been deemed to have rejected the Plan, the Plan is confirmable pursuant to section 1129(b)(1) of the Bankruptcy Code. First, all of the requirements of section 1129(a) of the Bankruptcy Code, other than section 1129(a)(8) of the Bankruptcy Code, have been met. Second, the Plan does not unfairly discriminate with respect to the Impaired Classes that have not voted to accept the Plan. The Plan’s treatment of the Deemed Rejecting Classes is proper because the Plan’s classification scheme rests on a legally acceptable rationale. Moreover, under the Plan, (a) no Holder of a Claim or Interest junior to each such Deemed Rejecting Class will receive any recovery under the Plan on account of such junior Claim or Interest, and (b) no Holder of a Claim or Interest in a Class senior to such Class is receiving more than 100 percent on account of its Claim or Interest. Accordingly, the Plan is fair and equitable with respect to the Impaired Classes that have not voted to accept the Plan. Third, Holders of Claims in the Voting Class voted to accept the Plan in sufficient number and in sufficient amount to constitute an accepting class under the Bankruptcy Code. The Plan may therefore be confirmed even though not all Impaired Classes have voted to accept the Plan.

**(xvi) Only One Plan—Section 1129(c).**

77. The Plan (including any previous versions thereof) is the only chapter 11 plan Filed for each of the Debtors in each of these Chapter 11 Cases and, accordingly, satisfies section 1129(c) of the Bankruptcy Code.

**(xvii) Principal Purpose of the Plan—Section 1129(d).**

78. As evidenced by its terms, the principal purpose of the Plan is not the avoidance of taxes or the avoidance of the application of section 5 of the Securities Act. Accordingly, the requirements of section 1129(d) of the Bankruptcy Code have been satisfied.

**(xviii) Not Small Business Cases—Section 1129(e).**

79. The Chapter 11 Cases are not small business cases, and accordingly, section 1129(e) of the Bankruptcy Code does not apply to these Chapter 11 Cases.

**(xix) Satisfaction of Confirmation Requirements.**

80. Based on the foregoing, and all other pleadings and evidence proffered or adduced at or prior to the Combined Hearing, the Plan satisfies the requirements for Confirmation set forth in section 1129 of the Bankruptcy Code.

**W. Likelihood of Satisfaction of Conditions Precedent to the Effective Date.**

81. Each of the Conditions Precedent to the Effective Date, as set forth in Article IX.A of the Plan, has been or is reasonably likely to be satisfied or waived in accordance with Article IX.B of the Plan.

**X. Implementation.**

82. All documents and agreements necessary to implement the Plan, including those contained in the Plan Supplement, the Definitive Documents, and all other relevant and necessary or desirable documents, have been or will be negotiated in good faith and at arms'-length, are in the best interests of the Debtors, and shall, upon completion of documentation and execution, be

valid, binding, and enforceable documents and agreements not in conflict with any federal, state, or local law.

**Y. Good Faith Solicitation—Section 1125(e).**

83. The Debtors and each of their respective Affiliates, agents, representatives, members, principals, shareholders, officers, directors, managers, employees, advisors, and attorneys (solely to the extent acting as agents), as applicable, have acted in “good faith” within the meaning of section 1125(e) of the Bankruptcy Code and in compliance with the applicable provisions of the Bankruptcy Code and the Bankruptcy Rules in connection with all of their respective activities relating to the support of the Plan and Consummation, including among other things, the issuance of the New Common Stock, the extension of financing under the DIP Facility, the New ABL Facility, and the solicitation of acceptances of the Plan, as applicable, and are entitled to the protections afforded by section 1125(e) of the Bankruptcy Code.

84. The Debtors have proposed the Plan in good faith, with the legitimate and honest purpose of maximizing the value of the Debtors’ Estates for the benefit of their stakeholders. The Plan accomplishes this goal. Accordingly, the Debtors, the Released Parties, and the Exculpated Parties have been, are, and will continue to be acting in good faith within the meaning of section 1125(e) of the Bankruptcy Code if they proceed to: (a) Consummate the Plan, the Restructuring Transactions, and the agreements, settlements, transactions, transfers, and other actions contemplated thereby, regardless of whether such agreements, settlements, transactions, transfers, and other actions are expressly authorized by this Confirmation Order; and (b) take any actions authorized and directed or contemplated by this Confirmation Order. The Released Parties have made a substantial contribution to the Debtors’ reorganization.

**Z. Disclosure of Facts.**

85. The Debtors have disclosed all material facts regarding the Plan, the Plan Supplement, and the adoption, execution, and implementation of the other matters provided for under the Plan involving action to be taken by or required of the Debtors.

**AA. Valuation.**

86. The evidence with respect to the valuation analysis of the Debtors set forth in Exhibit E of the Disclosure Statement and introduced at the Combined Hearing and in the Schwartz Declaration provides the basis for, and support for, the distributions and recoveries to Holders of Claims and Interests, as applicable, under the Plan, is reasonable, persuasive, and credible, and uses reasonable and appropriate methodologies and assumptions. Given such valuation of the Debtors, pursuant to the applicable provisions of the Bankruptcy Code and the Bankruptcy Rules, the Plan's treatment of Claims and Interests is appropriate and reasonable as set forth herein.

**ORDER**

**IT IS DETERMINED, FOUND, ADJUDGED, DECREED, AND ORDERED THAT:**

**A. Findings of Fact and Conclusions of Law.**

87. The above-referenced findings of fact and conclusions of Law are hereby incorporated by reference as though fully set forth herein and constitute findings of fact and conclusions of Law pursuant to Bankruptcy Rule 7052, made applicable herein by Bankruptcy Rule 9014. To the extent that any finding of fact is determined to be a conclusion of Law, it is deemed so, and vice versa.

**B. Final Approval of the Disclosure Statement.**

88. The Disclosure Statement is hereby approved on a final basis as containing adequate information within the meaning of section 1125 of the Bankruptcy Code and sufficient

information of a kind necessary to satisfy the disclosure requirements of any applicable non-bankruptcy Laws, rules, and regulations.

**C. Confirmation of the Plan.**

89. The Plan, a copy of which is attached hereto as **Exhibit A**, as may be further amended by this Confirmation Order, is approved and confirmed pursuant to section 1129 of the Bankruptcy Code.

**D. Solicitation.**

90. The solicitation of votes on the Plan complied with the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules, and was appropriate and satisfactory and is approved in all respects.

**E. Objections Overruled.**

91. To the extent that any objections (including any reservations of rights, joinders, or statements contained therein) to final approval of the Disclosure Statement and/or Confirmation of the Plan have not been withdrawn, waived, or settled before entry of this Confirmation Order, are not cured by the relief granted in this Confirmation Order, or have not been otherwise resolved as stated on the record of the Combined Hearing, all such objections (including any reservation of rights, joinders, or statements contained therein), except with respect to unresolved Cure disputes and objections to the assumption or rejection of Executory Contracts and Unexpired Leases, if any, are hereby overruled in their entirety and on the merits.

92. All objections to final approval of the Disclosure Statement and/or Confirmation of the Plan not Filed and served prior to the applicable Objection Deadline set forth in the Combined Hearing Notice or other notices filed with the Bankruptcy Court (in each case, as may have been extended by the Debtors), if any, are deemed waived and shall not be considered by the Bankruptcy Court.

**F. Deemed Acceptance of Plan as Modified.**

93. Pursuant to section 1127 of the Bankruptcy Code, the modifications to the Plan since the commencement of solicitation described or set forth in this Confirmation Order constitute technical or clarifying changes, changes with respect to particular Claims by agreement with Holders of such Claims, or modifications that do not otherwise materially and adversely affect or change the treatment of any other Holder on account of any Claim or Interest under the Plan (collectively, the “Plan Modifications”). After giving effect to the Plan Modifications, the Plan continues to satisfy the requirements of sections 1122 and 1123 of the Bankruptcy Code and notice of the Plan Modifications was adequate and appropriate under the facts and circumstances of these Chapter 11 Cases. In accordance with Bankruptcy Rule 3019, the Plan Modifications do not require additional disclosure under section 1125 of the Bankruptcy Code or the re-solicitation of votes under section 1126 of the Bankruptcy Code, nor do they require that the Holders of Claims entitled to vote on the Plan be afforded an opportunity to change previously cast acceptances or rejections of the Plan. Moreover, the Debtors’ key constituents affected by the Plan Modifications support them.

94. In accordance with Bankruptcy Rule 3019, the Plan Modifications do not require additional disclosure under section 1125 of the Bankruptcy Code or the resolicitation of votes on the Plan under section 1126 of the Bankruptcy Code, and they do not require that Holders of Claims or Interests be afforded an opportunity to change previously cast votes accepting or rejecting the Plan. Accordingly, the Plan is properly before the Bankruptcy Court and all votes cast with respect to the Plan prior to such modification shall be binding and shall apply with respect to the Plan. The disclosure of the Plan Modifications prior to or on the record at the Combined Hearing constitutes due and sufficient notice of any and all Plan Modifications. The Plan as modified shall constitute the Plan submitted for Confirmation.

**G. Effectiveness of All Actions.**

95. All actions contemplated by, or necessary to, effectuate the Plan, including all actions in connection with the Plan Supplement, as the same may be modified from time to time prior to the Effective Date (including, without limitation, any restructuring transaction steps set forth in one or more documents, including, but not limited to, the Restructuring Transactions Memorandum to be Filed on or before the Effective Date), are hereby authorized to be taken on, prior to, or after the Effective Date, as applicable, without further application to or order of the Bankruptcy Court, or further action by the respective officers, directors, managers, members, or equity holders of the Debtors or the Reorganized Debtors, and with the effect that such actions had been taken by the unanimous action, consent, approval, and vote of each of such officers, directors, managers, members, or equity holders.

96. On or prior to the Effective Date, the appropriate officers of the Debtors or the Reorganized Debtors, as applicable, shall be authorized and directed to issue, execute, and deliver the agreements, documents, Securities, and instruments contemplated under the Plan (or necessary or desirable to effect the transactions contemplated under the Plan). To the fullest extent permitted by applicable law, the authorizations and approvals contemplated by Article IV of the Plan shall be effective notwithstanding any requirements under non-bankruptcy law.

97. This Confirmation Order shall constitute all approvals and consents required, if any, by the Laws, rules, and regulations, of all states and any other governmental authority with respect to the implementation or consummation of the Plan and any documents, instruments, agreements, any amendments or modifications thereto, and any other acts and transactions referred to in or contemplated by the Plan, the Plan Supplement, the Disclosure Statement, and any documents, instruments, Securities, agreements, and any amendments or modifications thereto.

**H. Means for Implementation of the Plan.**

98. The provisions governing the means for implementation of the Plan set forth in Article IV of the Plan shall be, and hereby are authorized. The Debtors are authorized to take all actions reasonably necessary to implement the Plan on the terms set forth in Article IV. Upon the Effective Date, the Debtors or the Reorganized Debtors, as applicable, are authorized to make the payments or other distributions set forth in Article II and Article III of the Plan.

**I. Incorporation by Reference.**

99. The terms and provisions of the Plan are incorporated by reference and are an integral part of this Confirmation Order. The terms of the Plan, the Plan Supplement, all exhibits thereto, this Confirmation Order, the Definitive Documents, and all other relevant and necessary documents shall, on and after the Effective Date, be binding in all respects upon, and shall inure to the benefit of, the Debtors, their Estates and their creditors and equity holders, and their respective successors and assigns, non-Debtor Affiliates, any affected third parties, all Holders of Interests, all Holders of any Claims, whether known or unknown, including, but not limited to, all contract counterparties, leaseholders, Governmental Units, and any trustees, examiners, administrators, responsible officers, estate representatives, or similar Entities for the Debtors, if any, subsequently appointed in any of the Chapter 11 Cases or upon a conversion to chapter 7 under the Bankruptcy Code of any of the Chapter 11 Cases, and each of their respective Affiliates, successors, and assigns.

**J. Exit Facility.**

100. On the Effective Date, one or more of the Reorganized Debtors or an affiliate thereof are authorized to enter into the Exit Facility as described in the Plan Supplement, and all transactions contemplated thereby. Confirmation of the Plan shall be deemed approval of the Exit Facility, the material economic terms of which are contained in the Plan Supplement, and all

transactions contemplated thereby; all actions to be taken, undertakings to be made, and obligations to be incurred by the Reorganized Debtors in connection therewith, including the payment of all fees, indemnities, expenses, and other payments provided for therein; and authorization for the Reorganized Debtors to enter into the Exit Facility and such other documents as may be required to effectuate the treatment afforded by the Exit Facility.

101. The Exit Facility shall comprise and constitute legal, valid, binding and authorized joint and several obligations of the applicable Reorganized Debtors, enforceable in accordance with its terms, and such obligations shall not be enjoined or subject to discharge, impairment, release, avoidance, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever under applicable law, the Plan or this Confirmation Order, and shall not constitute preferential transfers, fraudulent transfers or conveyances or other voidable transfers under the Bankruptcy Code or any non-bankruptcy law. The financial accommodations to be extended pursuant to the Exit Facility, as described in the Plan Supplement, are reasonable and are being extended, and shall be deemed to have been extended, in good faith and for legitimate business purposes.

102. On the Effective Date, all of the Liens and security interests securing the Exit Facility and the obligations in connection therewith: (a) shall be deemed to be approved by the Bankruptcy Court and granted by the applicable Reorganized Debtor, (b) shall be legal, binding, and enforceable Liens on, and security interests in, the collateral under the Exit Facility, (c) shall be deemed automatically perfected on the Effective Date, without the need for any further filing, recordation, approval, consent or other action, (d) shall constitute first priority liens, subject only to such Liens and security interests as may be permitted to be senior to the Exit Facility pursuant to its terms, and (e) shall, pursuant to and in accordance with the findings of fact and conclusions

of law set forth in this Confirmation Order, not be enjoined or subject to discharge, impairment, release, avoidance, recharacterization or subordination (including equitable subordination) for any purposes whatsoever and shall not constitute preferential transfers, voidable transfers, or conveyances or other voidable transfers under the Bankruptcy Code or any applicable non-bankruptcy law. The Reorganized Debtors (excluding the Wheel Ends Debtors) and the Persons and Entities granted such Liens and security interests shall be authorized to make all filings and recordings to obtain all governmental approvals and consents, and to take any other actions necessary to establish and perfect such Liens and security interests under the provisions of the applicable state, federal, or other law (whether domestic or foreign) that would be applicable in the absence of the Plan and this Confirmation Order (it being understood that attachment and perfection shall occur automatically on and as of the Effective Date (to the extent not perfected prior to the Effective Date) by virtue of the entry of this Confirmation Order, and any such filings, recordings, approvals, and consents shall not be required) and the Reorganized Debtors will thereafter cooperate with such secured parties to make all other filings and recordings that otherwise would be necessary under applicable law to give notice of such Liens and security interests to third parties.

**K. New ABL Facility.**

103. On the Effective Date, certain of the Reorganized Debtors (as agreed by and among the AHG and ABL Lenders) are authorized to enter into the New ABL Facility, as described in the Plan Supplement, and all transactions contemplated thereby. To the extent not already approved, this Confirmation Order shall be deemed approval of the New ABL Facility and all transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred by the Reorganized Debtors in connection therewith, including the payment of all fees, indemnities, expenses, and other payments provided for therein and authorization of the

Reorganized Debtors to enter into the New ABL Facility, the material economic terms of which are described in the Plan Supplement, and such other documents as may be required to effectuate the New ABL Facility.

104. The New ABL Facility shall comprise and constitute legal, valid, binding and authorized joint and several obligations of the applicable Reorganized Debtors, enforceable in accordance with its terms, and such obligations shall not be enjoined or subject to discharge, impairment, release, avoidance, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever under applicable law, the Plan or this Confirmation Order, and shall not constitute preferential transfers, fraudulent transfers or conveyances or other avoidable transfers under the Bankruptcy Code or any non-bankruptcy law. The financial accommodations to be extended pursuant to the New ABL Facility are reasonable and are being extended, and shall be deemed to have been extended, in good faith and for legitimate business purposes.

105. On the Effective Date, all of the Liens and security interests securing the New ABL Facility and the obligations in connection therewith: (a) shall be deemed to be approved by this Court and granted by the applicable Reorganized Debtor; (b) shall be legal, binding, non-avoidable, and enforceable Liens on, and security interests in, the collateral securing the New ABL Facility; (c) shall be deemed automatically perfected on or prior to the Effective Date, without need for any further filing, recordation, approval, consent or other action, (d) shall constitute first priority liens, subject only to such Liens and security interests as may be permitted to be senior to the New ABL Facility pursuant to its terms; and (e) shall not be enjoined or subject to discharge, impairment, release, avoidance, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever and shall not constitute preferential transfers,

fraudulent transfers or conveyances, or other voidable transfers under the Bankruptcy Code or any applicable non-bankruptcy law.

106. To the extent not already approved, the Reorganized Debtors and the Persons and Entities granted such Liens and security interests shall be authorized to make all filings and recordings, to obtain all governmental approvals and consents, and to take any other actions necessary to establish and perfect such Liens and security interests under the provisions of the applicable state, federal, or other law (whether domestic or foreign) that would be applicable in the absence of the Plan and this Confirmation Order (it being understood that attachment and perfection shall occur automatically on and as of the Effective Date (to the extent not perfected prior to the Effective Date)) by virtue of the entry of this Confirmation Order, and any such filings, recordings, approvals, and consents shall not be required), and the Reorganized Debtors will thereafter cooperate with such secured parties to make all other filings and recordings that otherwise would be necessary under applicable law to give notice of such Liens and security interests to third parties.

**L. Liquidating Trusts.**

107. As set forth in Article IV.D of the Plan, on the Effective Date, the Debtors or the Reorganized Debtors, as applicable, shall transfer, or cause to be transferred, to the Liquidating Trusts all the Liquidating Trust Assets, and the trustees of each Liquidating Trust shall take all steps necessary to establish the Liquidating Trusts in accordance with the Plan.

108. The trustee for Liquidating Trust A and the Reorganized Debtors (and any similar representative appointed pursuant to the Plan) shall work in good faith with Stonebriar for a sale of any assets that includes both Stonebriar assets and assets of the Reorganized Debtors and/or Liquidating Trust A.

**M. Cancellation of Existing Agreements, Notes, and Equity Interests.**

109. Except as provided in the Plan or Plan Supplement, the cancellation of all notes, instruments, certificates, and other documents evidencing Claims or Interests, including the Prepetition Credit Documents and all other credit agreements and indentures, and all existing equity interests described in Article IV.L of the Plan (subject to the limitations set forth therein) and the release and discharge of mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates described in Article VIII.B of the Plan, are necessary to implement the Plan and are hereby approved. Such provisions are appropriate, fair, equitable, and reasonable, and are in the best interests of the Debtors, the Estates, and Holders of Claims and Interests.

110. Holders of mortgages, deeds of trust, Liens, pledges, or other security interests released pursuant to Article VIII.B of the Plan shall execute such documents and take any and all other steps as may be reasonably requested by the Debtors or the Reorganized Debtors, as applicable, to reflect or effectuate such releases, and all of the right, title, and interest of any Holders of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the applicable Reorganized Debtor and its successors and assigns.

**N. Surrender and Cancelled Instruments or Securities.**

111. Except as provided in the Plan, on the Effective Date, or as soon as reasonably practicable thereafter, each Holder (and the applicable agents for such Holder, including the Agents) of a certificate or instrument evidencing a Claim or an Interest that has been cancelled in accordance with Article IV.L of the Plan, shall be deemed to have surrendered such certificate or instrument to the Disbursing Agent. Except as provided in the Plan, such surrendered certificate or instrument shall be cancelled solely with respect to the Debtors and any non-Debtor Affiliates, and such cancellation shall not alter the obligations or rights of any non-Debtor third parties (other

than the non-Debtor Affiliates) in respect of one another with respect to such certificate or instrument, including with respect to any indenture or agreement that governs the rights of the Holder of a Claim or Interest, which shall continue in effect for the purposes of allowing Holders to receive distributions under the Plan, charging Liens, priority of payment, and indemnification rights. Notwithstanding anything to the contrary in the Plan, the foregoing shall not apply to certificates or instruments evidencing Claims that are Unimpaired under the Plan.

**O. Retention of Claims and Liens Against Certain non-Debtors.**

112. Nothing in the Plan or this Confirmation Order shall (a) discharge or release any Foreign Obligor or, to the extent provided in the New ABL Documents, any Reorganized Debtor, from any rights, claims, liens or other liabilities owed to the ABL Agent or ABL Lenders related to the Foreign Obligations or the Foreign Collateral, (b) enjoin or otherwise bar the ABL Agent or ABL Lenders from asserting or enforcing, outside the Bankruptcy Court, any rights, claims, liens or other liabilities described in the preceding clause (a) or from taking any other action to collect on the Foreign Obligations or the Foreign Collateral; or (c) divest any court, commission, or tribunal of competent jurisdiction over the Foreign Obligations or the Foreign Collateral. Notwithstanding anything to the contrary herein or in the Plan, the ABL Agent and the ABL Lenders shall have and retain all rights to recover amounts owing with respect to the Foreign Obligations (including, for the avoidance of doubt, any guarantee thereof) against the Foreign Obligors and the Foreign Collateral (including from any account debtor or other Entity holding or obligated in respect of any Foreign Collateral) in accordance with the ABL Credit Agreement, the Foreign Guaranties, the Foreign Collateral Documents and related documents. Capitalized terms used in this paragraph 114 but not otherwise defined herein or in the Plan shall have the meaning ascribed to them in the ABL Credit Agreement.

**P. Indemnification.**

113. To the fullest extent permitted under applicable Law (including being subject to the limitations of the Delaware General Corporation Law, including the limitations contained therein on a corporation's ability to indemnify officers and directors), with the exception of any indemnification obligations owed to any party that is not a Released Party owed in respect of any Claim not subject to the Releases under the Plan, all indemnification provisions in place as of the Effective Date (whether in the by-laws, certificates of incorporation or formation, limited liability company agreements, other organizational documents, board resolutions, indemnification agreements, employment contracts, D&O Liability Insurance Policies, or otherwise) for current and former members of any Governing Body, directors, officers, managers, employees, attorneys, accountants, investment bankers, and other professionals of the Debtors, as applicable, shall (i) not be discharged, impaired, or otherwise affected in any way, including by the Plan, the Plan Supplement, or this Confirmation Order; (ii) be reinstated and remain intact, in full force and effect, and irrevocable; (iii) not be limited, reduced, or terminated after the Effective Date; and (iv) survive the effectiveness of the Plan on terms no less favorable to such current and former directors, officers, managers, employees, attorneys, accountants, investment bankers, and other professionals of the Debtors than the indemnification provisions in place prior to the Effective Date irrespective of whether such indemnification obligation is owed for an act or event occurring before, on, or after the Petition Date. All such obligations shall be deemed and treated as Executory Contracts to be assumed by the Debtors under the Plan and shall continue as obligations of the Reorganized Debtors and any Claim based on the Debtors' obligations with respect thereto shall be an Allowed Claim.

**Q. Restructuring Transactions.**

114. Before, on, and after the Effective Date, the Debtors or the Reorganized Debtors, as applicable, shall consummate the Restructuring Transactions and are authorized in all respects to take all actions (which, for the avoidance of doubt, shall be subject to the prior written consent of the AHG and the ABL Agent (which consent shall not be unreasonably withheld) as set forth in the Plan) as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan that are consistent with and pursuant to the terms and conditions of the Plan. Notwithstanding anything to the contrary contained in the Plan, to the greatest extent possible, the Restructuring Transactions contemplated therein shall be implemented in the most tax efficient manner as agreed upon by the Debtors and the AHG.

115. This Confirmation Order shall, pursuant to sections 105, 363, 1123, and 1141 of the Bankruptcy Code, authorize, among other things, all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan.

**R. Vesting of Assets in the Reorganized Debtors.**

116. Except as otherwise provided in the Plan, this Confirmation Order, or any agreement, instrument, or other document, or entered into in connection with or pursuant to, the Plan on the Effective Date, all property in each Estate, all Causes of Action, and any property acquired by any of the Debtors pursuant to the Plan shall vest in each respective Reorganized Debtor, free and clear of all Liens, Claims, charges, Causes of Action, or other encumbrances. On and after the Effective Date, except as otherwise provided in the Plan, this Confirmation Order, or any agreement, instrument, or other document, each Reorganized Debtor may operate its business and use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes

of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

**S. Assumption and Assignment of Contracts and Leases.**

117. The Debtors have exercised sound business judgment in determining whether to reject or assume each of their Executory Contracts and Unexpired Leases pursuant to sections 365 and 1123(b)(2) of the Bankruptcy Code, Article V of the Plan, and as set forth in the Plan Supplement.

118. The provisions governing the treatment of Executory Contracts and Unexpired Leases set forth in Article V of the Plan (including the procedures regarding the resolution of any and all disputes concerning the assumption of such Executory Contracts and Unexpired Leases) shall be, and hereby are, approved in their entirety.

119. For the avoidance of doubt, on the Effective Date, the following Executory Contracts shall be automatically deemed rejected: any and all intercompany accounting treatment agreements, intercompany letter of comfort agreements (e.g., in the form of a *Patronatserklärung*), intercompany letter of commitment agreements, parental support letters, parental guarantees, and supplier guarantees between Accuride Corporation, on the one hand, and any of ACC EU Holdings LLC, ACC Fortress Holdings GmbH, ACC Holdco BV, Accuride Wheels Ebersbach GmbH, Accuride Wheels Europe & Asia GmbH, Accuride Wheels Ronneburg GmbH, Accuride Wheels Solingen GmbH, Accuride Wheels Troyes SAS, Kronprinz GmbH, Mefro Räderwerk Ronneburg GmbH, Mefro Wheels GmbH, Mefro Wheels US Corporation, Südrad GmbH Radtechnik, thyssenkrupp Steel Europe AG, thyssenkrupp Hohenlimburg GmbH, Uniper Energy Sales GmbH and/or Vogten Staal B.V. on the other hand.

120. Assumption of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise and full payment of any applicable Cure pursuant to Article V.D of the Plan shall result

in the full release and satisfaction of any Cures, Claims, or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time prior to the effective date of assumption. Notwithstanding anything to the contrary in the Plan or this Confirmation Order, the rights of any party to an assumed Executory Contract or Unexpired Lease to seek payment of any obligation under such Executory Contract or Unexpired Lease arising after the Assumption Objection Deadline and before the effective date of assumption are fully preserved.

**T. Insurance Policies.**

121. Each of the Debtors' insurance policies and any agreements, documents, or instruments relating thereto, are treated as Executory Contracts under the Plan. On the Effective Date, (i) the Debtors shall be deemed to have assumed all insurance policies and any agreements, documents, and instruments relating to coverage of all insured Claims, including all D&O Liability Insurance Policies and (ii) such insurance policies and any agreements, documents, or instruments relating thereto, including all D&O Liability Insurance Policies, shall revest in the Reorganized Debtors and all obligations of the Debtors under such insurance policies and any agreements, documents, or instruments relating thereto, including all D&O Liability Insurance Policies, shall continue as obligations of the Reorganized Debtors.

**U. Provisions Governing Distributions.**

122. The distribution provisions of Article VI of the Plan shall be, and hereby are, approved in their entirety. Except as otherwise set forth in the Plan or this Confirmation Order, the Disbursing Agent shall make all distributions required under the Plan. The timing of distributions required under the Plan or this Confirmation Order shall be made in accordance with, and as set forth in, the Plan or this Confirmation Order, as applicable.

**V. Notice of Subsequent Pleadings.**

123. Except as otherwise provided in the Plan or in this Confirmation Order, notice of all subsequent pleadings in the Chapter 11 Cases after the Effective Date will be limited to the following parties: (a) the Reorganized Debtors and their counsel; (b) the U.S. Trustee; (c) counsel to the AHG; (d) counsel to the ABL Agent; (e) any party known to be directly affected by the relief sought by such pleadings; and (f) any party that specifically requests additional notice in writing to the Debtors or Reorganized Debtors, as applicable, or files a request for notice under Bankruptcy Rule 2002 after the Effective Date. The Claims and Noticing Agent shall not be required to file updated service lists.

**W. Release, Exculpation, Discharge, and Injunction Provisions.**

124. The release, exculpation, discharge, injunction, and related provisions set forth in Article VIII of the Plan shall be, and hereby are, approved and authorized in their entirety, including, but not limited to:

- a. *Release of Liens.* The release of Liens set forth in Article VIII.B of the Plan is hereby approved.
- b. *Debtor Release.* The Debtor Release set forth in Article VIII.C of the Plan is hereby approved.
- c. *Third-Party Release.* The Third-Party Release set forth in Article VIII.D of the Plan is hereby approved.
- d. *Exculpation.* The Exculpation set forth in Article VIII.E of the Plan is hereby approved.
- e. *Injunction.* The Injunction set forth in Article VIII.F of the Plan is hereby approved.

125. Entry of this Confirmation Order constitutes the Bankruptcy Court's approval of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, constitutes the Bankruptcy Court's finding that the Debtor Release is: (i) in exchange for the good and valuable consideration provided by the Released

Parties; (ii) a good faith settlement and compromise of the claims or Causes of Action released by the Debtor Release; (iii) in the best interests of the Debtors, the Estates, and all Holders of Claims and Interests; (iv) fair, equitable, and reasonable; (v) given and made after reasonable investigation by the Debtors and after notice and opportunity for hearing; and (vi) a bar to any of the Debtors, the Reorganized Debtors, or the Estates asserting any claim or Cause of Action released by the Debtor Release against any of the Released Parties.

126. Entry of this Confirmation Order constitutes the Bankruptcy Court's approval of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in the Plan, and, further, constitutes the Bankruptcy Court's finding that the Third-Party Release is consensual and a bar to any of the Releasing Parties asserting any claim or Cause of Action released pursuant to the Third-Party Release.

127. On the Effective Date, the Debtors shall be deemed to waive and release any and all Avoidance Actions held by the Debtors, and no Reorganized Debtor or any other Person (on behalf of the Debtors or Reorganized Debtors) shall retain any Avoidance Actions.

**X. Preservation of Causes of Action.**

128. Except as otherwise provided in the Plan or this Confirmation Order, in accordance with section 1123(b) of the Bankruptcy Code, the Reorganized Debtors shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Causes of Action of the Debtors, whether arising before or after the Petition Date, and the Reorganized Debtors' rights to commence, prosecute, or settle such retained Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date or any other provision of the Plan to the contrary, other than the Causes of Action released by the Debtors pursuant to the Releases and Exculpation contained in the Plan, including in Article VIII thereof, and the Avoidance Action release and waiver set

forth in the Plan and this Confirmation Order, which shall be deemed released and waived by the Debtors and the Reorganized Debtors as of the Effective Date.

129. The provisions regarding the preservation of Causes of Action in Article IV.K of the Plan are approved in their entirety, are appropriate, fair, equitable, and reasonable, and are in the best interests of the Debtors and their Estates.

**Y. Releases of Liens.**

130. The release of Liens set forth in Article VIII.B of the Plan is hereby approved. The Holders of mortgages, deeds of trust, Liens, pledges, or other security interests subject to release pursuant to Article VIII.B shall execute such documents as may be reasonably requested by the Debtors or the Reorganized Debtors, as applicable, to reflect or effectuate such release of Liens, and all of the right, title, and interest of any Holders of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the applicable Reorganized Debtor and its successors and assigns.

**Z. Professional Fee Escrow Account.**

131. No later than the Effective Date, the Debtors or the Reorganized Debtors, as applicable, shall establish and fund the Professional Fee Escrow Account with Cash equal to the Professional Fee Amount. The Professional Fee Escrow Account shall be maintained in trust solely for the Professionals. No Liens, claims, or interests shall encumber the Professional Fee Escrow Account or Cash held in the Professional Fee Escrow Account in any way. Such funds shall not be considered property of the Estates of the Debtors or the Reorganized Debtors, as applicable, on the Effective Date. The amount of Professional Fee Claims owing to the Professionals shall be paid in Cash to such Professionals by the Reorganized Debtors from the Professional Fee Escrow Account as soon as reasonably practicable after such Professional Fee Claims are Allowed. When all such Allowed amounts owing to Professionals have been paid in

full, any remaining amount in the Professional Fee Escrow Account shall promptly be paid to the Reorganized Debtors, without any further action or order of the Bankruptcy Court.

**AA. Post-Effective Date Fees and Expenses.**

132. Upon the Effective Date, any requirement that Professionals comply with sections 327–331, 363, and 1103 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date shall terminate, and the Debtors or the Reorganized Debtors, as applicable, may employ and pay any Professional in the ordinary course of business without any further notice to or action, order, or approval of the Bankruptcy Court.

**BB. Payment of Statutory Fees.**

133. All fees due and payable pursuant to section 1930 of Title 28 of the U.S. Code (“Quarterly Fees”) prior to the Effective Date shall be paid by the Debtors on the Effective Date (or funded by the Reorganized Debtors and disbursed by the Disbursing Agent on behalf of each of the Reorganized Debtors). After the Effective Date, any Debtor or Reorganized Debtor, or any Entity making disbursements on behalf of any Debtor or any Reorganized Debtor, or making disbursements on account of an obligation of any Debtor or any Reorganized Debtor (each a “Disbursing Entity”), shall be jointly and severally liable to pay Quarterly Fees when due and payable. The Debtors shall file with the Bankruptcy Court all monthly operating reports due prior to the Effective Date when they become due, using UST Form 11- MOR. After the Effective Date, the Reorganized Debtors, and any Disbursing Entities shall file with the Bankruptcy Court separate UST Form 11-PCR reports when they become due. Each and every one of the Debtors, the Reorganized Debtors, and Disbursing Entities shall remain obligated to pay Quarterly Fees to the Office of the U.S. Trustee until the earliest of that particular Debtor’s case being closed, dismissed, or converted to a case under Chapter 7 of the Bankruptcy Code.

**CC. Section 1146 Exemption.**

134. To the fullest extent permitted by section 1146(a) of the Bankruptcy Code, any transfers (whether from a Debtor to a Reorganized Debtor, as applicable, or to or from any other Person) of property under the Plan, including: (i) the issuance, reinstatement, distribution, transfer, or exchange of any debt, Equity Security, or other interest in the Debtors or the Reorganized Debtors, as applicable; (ii) the Restructuring Transactions; (iii) the creation, modification, consolidation, termination, refinancing, and/or recording of any mortgage, deed of trust, or other security interest, or the securing of additional indebtedness by such or other means; (iv) the making, assignment, or recording of any lease or sublease; (v) the grant of collateral as security for the Exit Facility and the New ABL Facility; or (vi) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including any deeds, bills of sale, assignments, or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Plan, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, sales or use tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, or other similar tax, fee, or governmental assessment, and upon entry of this Confirmation Order, the appropriate state or local governmental officials or agents shall forego the collection of any such tax, fee, or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, fee, or governmental assessment. All filing or recording officers (or any other Person with authority over any of the foregoing), wherever located and by whomever appointed, shall comply with the requirements of section 1146 of the Bankruptcy Code, shall forego the collection of any such tax, fee, or governmental assessment,

and shall accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, fee, or governmental assessment.

**DD. Distributions Exempt from Securities Laws.**

135. Pursuant to section 1145 of the Bankruptcy Code, or, to the extent that section 1145 of the Bankruptcy Code is either not permitted or not applicable, section 4(a)(2) of the Securities Act, Regulation D promulgated thereunder, Regulation S under the Securities Act, and/or other available exemptions from registration, the issuance, and distribution of the New Common Stock as contemplated herein shall be exempt from, among other things, the registration requirements of Section 5 of the Securities Act and any other applicable U.S. federal, state, or local laws requiring registration prior to the issuance, distribution, or sale of securities.

136. The shares of New Common Stock to be issued under the Plan on account of Allowed Claims in accordance with, and pursuant to, section 1145 of the Bankruptcy Code will be freely transferable under the Securities Act by the recipients thereof, subject to: (a) the provisions of section 1145(b)(1) of the Bankruptcy Code relating to the definition of an underwriter in section 2(a)(11) of the Securities Act, compliance with any applicable state or foreign securities laws, if any, and the rules and regulations of the United States Securities and Exchange Commission, if any, applicable at the time of any future transfer of such Securities or instruments; and (b) any restrictions on the transferability of such New Common Stock in the New Organizational Documents.

137. The shares of New Common Stock that may be issued pursuant to the exemption from registration set forth in section 4(a)(2) of the Securities Act, Regulation D or Regulation S promulgated thereunder, and/or other available exemptions from registration of Securities will be considered “restricted securities,” will bear customary legends and transfer restrictions, and may

not be transferred except pursuant to an effective registration statement or under an available exemption from the registration requirements of the Securities Act.

**EE. Authorization to Consummate.**

138. The Debtors are authorized to consummate the Plan in accordance with its terms at any time after the entry of this Confirmation Order, subject to the satisfaction or waiver of the conditions precedent in Article IX of the Plan. The Debtors or Reorganized Debtors, as applicable, including their officers, managers, and directors (including the members of the New Board, as applicable), are hereby immediately authorized, without further application to or order of the Bankruptcy Court, to enter into and effectuate the Restructuring Transactions and to take any and all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan and the Restructuring Transactions to the extent consistent with the Plan (including the consent rights therein). To the extent not approved by the Bankruptcy Court previously, entry of this Confirmation Order shall be deemed approval of the Restructuring Transactions (including each of the transactions and related agreements contemplated thereby), and all actions to be taken, undertakings to be made, and obligations to be incurred and fees and expenses to be paid by the Debtors or the Reorganized Debtors, as applicable, in connection therewith are hereby effective and authorized to be taken.

**FF. Government Approvals Not Required.**

139. This Confirmation Order shall constitute all approvals and consents required, if any, by the Laws, rules, or regulations of any state, federal, or other governmental authority, wherever located, with respect to the dissemination, implementation, or consummation of the Plan and the Disclosure Statement, any certifications, documents, instruments or agreements, and any amendments or modifications thereto, and any other acts referred to in, or contemplated by, the Plan and the Disclosure Statement.

**GG. Post-Confirmation Modifications.**

140. Without the need for further order or authorization of the Bankruptcy Court, the Debtors or the Reorganized Debtors, as applicable, are authorized and empowered to make any and all modifications to any and all documents that are necessary to effectuate the Plan that do not materially modify the terms of such documents and are consistent with the Plan until the occurrence of the Effective Date. Notwithstanding anything to the contrary herein, subject to the consent of the AHG and the ABL Agent, the Debtors are authorized to make amendments to the Plan prior to the Effective Date as necessary to effectuate the Restructuring Transactions.

**HH. Applicable Nonbankruptcy Law.**

141. To the fullest extent permitted by applicable law, the provisions of this Confirmation Order, the Plan and related documents, or any amendments or modifications thereto, shall apply and be enforceable notwithstanding any otherwise applicable nonbankruptcy Law.

**II. Notices of Confirmation and the Effective Date.**

142. Within forty-eight (48) hours of entry of this Confirmation Order, the Reorganized Debtors shall serve on all parties in interest a notice of entry of this Confirmation Order, substantially in the form attached hereto as **Exhibit B** (the “Confirmation Notice”) in accordance with Bankruptcy Rules 2002 and 3020(c). As soon as reasonably practicable after the Effective Date, the Reorganized Debtors shall file notice of the Effective Date and shall serve a copy of the same on all parties in interest. The notice of the Effective Date may be included in this Confirmation Notice. Notwithstanding the above, no notice of Confirmation or Consummation or service of any kind shall be required to be mailed or made upon any Entity to whom the Debtors mailed the Combined Hearing Notice, but received such notice returned marked “undeliverable as addressed,” “moved, left no forwarding address,” “forwarding order expired,” or similar reason, unless the Debtors have been informed in writing by such Entity, or are otherwise aware, of that

Entity's new address. The above-referenced notices are adequate under the particular circumstances of the Chapter 11 Cases and no other or further notice is necessary.

143. The Combined Hearing Notice shall constitute sufficient notice of the entry of this Confirmation Order to any filing and recording officers and shall be a recordable instrument notwithstanding any contrary provision of applicable nonbankruptcy law.

**JJ. Failure of Consummation.**

144. If Consummation does not occur, the Plan and the findings in this Confirmation Order shall be null and void in all respects and nothing contained in the Plan or the Disclosure Statement shall: (a) constitute a waiver or release by the Debtors or any Holder of Claims or Interests of any Claim or Interest; (b) prejudice in any manner the rights of the Debtors, any Holders of Claims or Interests, or any other Entity; or (c) constitute an admission, acknowledgement, offer, or undertaking by the Debtors, any Holders of Claims or Interests, or any other Entity, respectively.

**KK. Immediate Binding Effect.**

145. Subject to Article XII.A of the Plan and notwithstanding Bankruptcy Rules 3020(c), 6004(h), 7062, or 9014, or otherwise, upon the occurrence of the Effective Date, the terms of the Plan (including, for the avoidance of doubt, the documents and instruments contained in the Plan Supplement) shall be immediately effective and enforceable and deemed binding upon the Debtors, Reorganized Debtors, and any and all Holders of Claims or Interests (irrespective of whether such Holders of Claims or Interests are deemed to have accepted the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, discharges, and injunctions described in the Plan, each Entity acquiring property under the Plan, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors, in each case wherever located.

**LL. Provisions Regarding the Alter Trading Corporation.**

146. Notwithstanding anything to the contrary contained in this Confirmation Order or in the Plan, nothing in this Confirmation Order or the Plan (including Article VI.J.) shall alter, amend, affect or otherwise abrogate in any way the rights of Alter Trading Corporation to exercise any rights of setoff, offset, and/or recoupment, and all such rights are expressly preserved and reserved.

**MM. Provisions Related to Equipment Depot**

147. For the avoidance of doubt, except to the extent any of the Debtors' contracts with Equipment Depot, Inc. or its applicable subsidiaries or affiliates (collectively, "Equipment Depot") and all such contracts, collectively, the "Equipment Depot Contracts") have been rejected effective as of an earlier date, and unless Equipment Depot and the Debtors or Reorganized Debtors (as applicable) agree otherwise in writing, all Equipment Depot Contracts shall be deemed rejected, cancelled, and terminated effective as of the Effective Date and neither the Debtors nor the Reorganized Debtors shall subsequently amend or supplement the Schedule of Assumed Executory Contracts and Unexpired Leases to include any Equipment Depot Contracts; *provided* that any rights and obligations of the parties that survive the rejection, cancellation and termination of the Equipment Depot Contracts under the terms thereof or under applicable law shall continue in effect in accordance with the terms of the applicable Equipment Depot Contracts or other applicable law, subject to applicable provisions of the Bankruptcy Code and orders of the Bankruptcy Court.

148. The Debtors and the Reorganized Debtors, as applicable, shall cooperate with Equipment Depot and use commercially reasonable efforts to coordinate the inspection, maintenance, repair, and return (to the extent required or permitted by the applicable Equipment Depot Contract), of all equipment subject to any of the Equipment Depot Contracts (the

“Equipment”), in accordance with the terms and conditions of the applicable Equipment Depot Contracts, no later than the Effective Date; *provided* that, to the extent any Equipment is not so returned (to the extent required or permitted by the applicable Equipment Depot Contract) on or before the Effective Date (such Equipment, the “Remaining Equipment”), or any maintenance or repair services Equipment Depot renders pursuant to any Equipment Depot Contracts (the “Maintenance Services”) are not completed on or before the Effective Date, the Reorganized Debtors shall use commercially reasonable efforts to coordinate such inspection, maintenance, repair and return of such Remaining Equipment on or before the date that is fifteen (15) days after the occurrence of the Effective Date. The Debtors and the Reorganized Debtors, as applicable, acknowledge that until the date on which the Equipment or Remaining Equipment (if any) is returned to Equipment Depot (to the extent required or permitted by the Equipment Depot Contracts), or, in the case of any Maintenance Services, the date on which such Maintenance Services are completed, the Debtors and the Reorganized Debtors, as applicable, shall pay to Equipment Depot in respect of any such Equipment, Remaining Equipment, or Maintenance Services, as the case may be, in the ordinary course of business, but in no event later than seven (7) days after receipt of the applicable invoice, all undisputed amounts that are, or may become, due and owing from the Petition Date through the date on which such Equipment and Remaining Equipment (if any) is returned (to the extent required or permitted under the applicable Equipment Depot Contracts) or such Maintenance Services are completed; *provided* that to the extent any amounts set forth in the applicable Equipment Depot invoice are disputed, Equipment Depot and the Debtors or the Reorganized Debtors, as applicable, shall use commercially reasonable efforts to promptly resolve such dispute (either consensually, or by application to the Bankruptcy Court, notwithstanding any other deadline in the Plan, if such consensual efforts are unsuccessful);

*provided, further,* that any invoices seeking payment of amounts that are or may become due and owing to Equipment Depot from the Petition Date through the Effective Date shall be submitted to the Debtors or the Reorganized Debtors, as applicable, by no later than the Administrative Claims Bar Date.

**NN. Provisions Regarding the Chubb Insurance Plans.**

149. Notwithstanding anything to the contrary in the Definitive Documents, the Bar Date Order, any notice of a bar date, any notice or claim objection, any other document related to any of the foregoing, or any other order of the Bankruptcy Court (including, without limitation, any other provision that purports to be preemptory or supervening, purports to limit or impact a setoff or recoupment right, grants an injunction, discharge or release, confers Bankruptcy Court jurisdiction, or requires a party to opt out of any releases):

- a. on the Effective Date, the Reorganized Debtors shall assume all Insurance Policies that have been issued or entered into at any time by ACE American Insurance Company and/or any of its U.S.-based affiliates and predecessors (collectively, and solely in their capacities as insurers, “Chubb,” and such Insurance Policies, collectively, the “Chubb Insurance Program”) in their entirety, pursuant to sections 105 and 365 of the Bankruptcy Code, and the Chubb Insurance Program shall continue in full force and effect unaltered thereafter in accordance with their respective terms;
- b. on and after the Effective Date, the Reorganized Debtors shall become and remain liable in full for all of their and the Debtors’ obligations under the Chubb Insurance Program, regardless of whether any such obligations arise or become due before, on, or after the Effective Date, without the need or requirement for Chubb to file or serve any objection, including a Cure Objection or Assumption Objection, to a notice of proposed Cure amount (or lack of such notice), or file or serve a request, motion, or application for payment of such obligations, including a notice of setoff or recoupment right, or Proof of Claim, Cure amount, or Administrative Claim, but in each case subject to the Debtors’ or the Reorganized Debtors’ (as applicable) rights and defenses under the Chubb Insurance Program;
- c. nothing (i) alters, modifies, supplements, changes, expands, diminishes or otherwise amends the terms and conditions of (or the coverage provided by) the Chubb Insurance Program, or the rights, duties, obligations, and defenses of Chubb, any insured, or any other individual or Entity, as applicable, under the Chubb Insurance Program, or (ii) alters or modifies the duty, if any, that Chubb pay claims covered by such Chubb Insurance Program and Chubb’s right to seek payment or reimbursement from the

Debtors (or after the Effective Date, the Reorganized Debtors) or draw on any collateral or security therefor;

- d. except as specifically set forth in this paragraph, nothing shall permit or otherwise effect a sale, assignment or any other transfer of the Chubb Insurance Program, and/or any rights, proceeds, benefits, claims, rights to payments, or recoveries under or relating thereto without the prior express written consent of Chubb;
- e. on and after the Effective Date, the automatic stay of Bankruptcy Code section 362(a) and the injunctions set forth in Article VIII of the Plan, if and to the extent applicable, shall be deemed lifted without further order of the Bankruptcy Court, solely to permit: (I) claimants with valid workers' compensation claims or direct action claims against Chubb under applicable non bankruptcy law to proceed with their claims; (II) Chubb to administer, handle, defend, settle, and/or pay, in the ordinary course of business and without further order of this Bankruptcy Court, (A) workers' compensation claims, (B) claims where a claimant asserts a direct claim against Chubb under applicable non-bankruptcy law, or a Final Order has been entered by the Bankruptcy Court granting a claimant relief from the automatic stay or the injunctions set forth in Article VIII of the Plan to proceed with its claim, and (C) all costs in relation to each of the foregoing; (III) Chubb to draw against any or all of the collateral or security provided by or on behalf of the Debtors (or the Reorganized Debtors, as applicable) at any time and to hold the proceeds thereof as security for the obligations of the Debtors (and the Reorganized Debtors, as applicable) and/or apply such proceeds to the obligations of the Debtors (and the Reorganized Debtors, as applicable) under the Chubb Insurance Program, in such order as Chubb may determine; and (IV) Chubb to cancel any Insurance Policy that is part of the Chubb Insurance Program, and take other actions relating to the Chubb Insurance Program (including effectuating a setoff and/or any recoupment or subrogation rights or claims), in each case in accordance with the applicable terms of the Chubb Insurance Program and/or applicable non-bankruptcy law; and,
- f. nothing in the second paragraph of Article VIII.F of the Plan (and any corresponding language in this Confirmation Order thereto) requires, precludes, and/or prohibits Chubb to or from administering, handling, defending, settling and/or paying claims covered by any Chubb Insurance Program in accordance with and subject to the terms and conditions of such Chubb Insurance Program and/or applicable non-bankruptcy law.

**OO. Provisions Regarding the Environmental Protection Agency.**

150. Nothing in this Confirmation Order, the Plan, or the Plan Supplement discharges, releases, precludes or enjoins: (i) any police or regulatory liability to a Governmental Unit that is not a Claim; (ii) any Claim of a Governmental Unit arising on or after the Confirmation Date; (iii) any liability to a Governmental Unit under police and regulatory statutes or regulations that

any Entity would be subject to as the owner or operator of property after the Confirmation Date; or (iv) any liability to a Governmental Unit on the part of any non-debtor. Nor shall anything in this Confirmation Order, the Plan, or the Plan Supplement enjoin or otherwise bar a Governmental Unit from asserting or enforcing, outside the Bankruptcy Court, any liability described in the preceding sentence. Nothing in this Confirmation Order, the Plan, or the Plan Supplement shall affect any setoff or recoupment rights of any Governmental Unit. Nothing in this Confirmation Order, the Plan, or the Plan Supplement divests any tribunal of any jurisdiction it may have under police or regulatory law to interpret this Confirmation Order, the Plan, or the Plan Supplement or to adjudicate any defense asserted under this Confirmation Order, the Plan, or the Plan Supplement.

**PP. Provisions Regarding the Accuride Erie CBA.**

151. The cure amount, if any, related to the assumption and assignment of the Accuride Erie CBA shall be satisfied in full by payment by the Reorganized Debtors, as applicable, in the ordinary course of business, of all the Reorganized Debtors' obligations under the assumed Accuride Erie CBA, including but not limited to grievances, grievance and other settlements, arbitration awards, and benefit fund contributions, to the extent such obligations are valid and payable. As a result, no Proof of Claim, request for administrative expense, or cure claim need be filed with respect to any such cure amounts, provided, however, that the Reorganized Debtors' rights, defenses, claims, and counterclaims with respect to any such obligations are expressly preserved.

**QQ. Employment Obligations.**

152. Other than the Gunito OPEB Plan, or as otherwise provided in the Plan, all employee wages, compensation, retiree benefits (as defined in 11 U.S.C. § 1114(a) of the Bankruptcy Code), and benefit programs in place as of the Effective Date with the Debtors,

including, for the avoidance of doubt, the Pension Plan and the Non-Gunite CBAs, shall be deemed to have been assumed by the Reorganized Debtors (excluding the Wheel Ends Debtors) and shall remain in place as of the Effective Date, and the Reorganized Debtors (excluding the Wheel Ends Debtors) will continue to honor such agreements, arrangements, programs, and plans as of the Effective Date. For the avoidance of doubt, no provision of the Plan, Confirmation Order, or section 1141 of the Bankruptcy Code shall be construed to discharge, release, or relieve the Reorganized Debtors, or their successors, from liabilities or requirements imposed under any law or regulatory provision arising after the Effective Date with respect to the Pension Plan or PBGC. PBGC and the Pension Plan will not be enjoined or precluded from enforcing such liability with respect to the Pension Plan as a result of any provision of the Plan, this Confirmation Order, or section 1141 of the Bankruptcy Code that provides for the release, exculpation, and discharge of claims.

153. On the Effective Date, Gunite shall be deemed to have assumed the Gunite CBA (as modified pursuant to the Gunite Wind-Down Agreement and the Gunite Commitment Letter). For the avoidance of doubt, pursuant to section 1129(a)(13) of the Bankruptcy Code, as of the Effective Date, all retiree benefits (as such term is defined in section 1114 of the Bankruptcy Code) other than the Gunite OPEB Plan, if any, shall continue to be paid in accordance with applicable law, and the Gunite OPEB Plan shall be continued by Gunite Corporation in accordance with its terms and without modification, unless the Debtors (with the consent of the AHG), prior to the Effective Date, either (i) obtain a ruling from the Bankruptcy Court permitting modifications to the Gunite OPEB Plan pursuant to section 1114 of the Bankruptcy Code or (ii) reach an agreement with the Official Committee of Retirees on modification of the Gunite OPEB Plan, with any such agreed modification to be Filed in an amended Plan Supplement prior to the Effective Date. On

the Effective Date, the Reorganized Debtors (excluding the Wheel Ends Debtors) shall (a) assume all employment agreements, indemnification agreements, or other agreements entered into with current employees; or (b) enter into new agreements with such employees on terms and conditions acceptable to such employee and the AHG. After the Effective Date, the Reorganized Debtors shall comply with all obligations under the Pension Plan and the CBAs in all respects.

**RR. Provisions Regarding Setoffs and Recoupment.**

154. Except as expressly provided in the Plan, each Reorganized Debtor may, pursuant to section 553 of the Bankruptcy Code, set off and/or recoup against any Plan Distributions to be made on account of any Allowed Claim, any and all claims, rights, and Causes of Action that such Reorganized Debtor may hold against the Holder of such Allowed Claim to the extent such setoff or recoupment is either (i) agreed in amount among the relevant Reorganized Debtor(s) and Holder of Allowed Claim or (ii) otherwise adjudicated by the Bankruptcy Court or another court of competent jurisdiction; *provided* that neither the failure to effectuate a setoff or recoupment nor the allowance of any Claim hereunder shall constitute a waiver or release by a Reorganized Debtor or its successor of any and all claims, rights, and Causes of Action that such Reorganized Debtor or its successor may possess against the applicable Holder.

155. Nothing in the Plan, this Confirmation Order, or the Plan Supplement, shall be deemed to affect, diminish, or impair any party's legal and equitable defenses and rights to setoffs and/or recoupment, and all such rights are expressly preserved; *provided* such party (i) asserted such right of setoff in a timely filed Proof of Claim or Cure Claim, as applicable or (ii) Filed a motion requesting the right to perform such setoff on or before the Effective Date.

**SS. Dissolution of the Committee.**

156. On the Effective Date, the Committee shall dissolve, and members thereof and Professionals retained by the Committee shall be released and discharged from all rights and duties

from or related to the Chapter 11 Cases and under the Bankruptcy Code; provided that, the Committee shall continue to exist after the Effective Date and have standing and a right to be heard for the following limited purposes: (a) applications, and any relief related thereto, for compensation by the Professionals for the Committee; (b) requests by any other Person or Entity for allowance of Administrative Claims for substantial contribution pursuant to section 503(b)(3)(D) of the Bankruptcy Code; and (c) any appeals of this Confirmation Order or other appeal to which the Committee is a party.

**TT. Dissolution of the Official Committee of Retirees**

157. On the Effective Date, the Official Committee of Retirees shall dissolve, and members thereof and Professionals retained by the Official Committee of Retirees shall be released and discharged from all rights and duties from or related to the Chapter 11 Cases and under the Bankruptcy Code; provided that, the Official Committee of Retirees shall continue to exist after the Effective Date and have standing and a right to be heard for the following limited purposes: (a) applications, and any relief related thereto, for compensation by the Professionals for the Official Committee of Retirees; and (b) any appeals of this Confirmation Order or other appeal to which the Official Committee of Retirees is a party.

**UU. Removal or Abandonment of Third Parties' Property.**

158. Nothing in the Plan shall impose upon the Reorganized Debtors any obligation to store or protect any third party's property, and the owner thereof shall remove any such property (in a commercially reasonable manner, and with insurance to cover any damage from such removal) from any real property owned or leased by the Reorganized Debtors within forty-five (45) days after service of the Confirmation Notice on such third parties. The Reorganized Debtors may abandon any such property that is not removed within such forty-five (45) day period. For the avoidance of doubt, this paragraph 158 supersedes Article XII.P of the Plan.

**VV. Headings.**

159. Headings utilized herein are for convenience and reference only, and do not constitute a part of the Plan or this Confirmation Order for any other purpose.

**WW. References to and Omissions of Plan Provisions.**

160. References to articles, sections, and provisions of the Plan are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan. The failure to specifically include or to refer to any particular article, section, or provision of the Plan in this Confirmation Order shall not diminish or impair the effectiveness of such article, section, or provision, it being the intent of the Bankruptcy Court that the Plan be confirmed in its entirety, except as expressly modified herein, and incorporated herein by this reference.

**XX. Effect of Conflict.**

161. This Confirmation Order supersedes any Bankruptcy Court order issued prior to the Confirmation Date that may be inconsistent with this Confirmation Order. If there is any inconsistency between the terms of the Plan and the terms of this Confirmation Order, the terms of this Confirmation Order shall govern and control.

**YY. Reporting.**

162. After the Effective Date, the Debtors or the Reorganized Debtors, as applicable, shall have no obligation to provide any reports to any parties otherwise required under the “first” and “second” day orders entered in the Chapter 11 Cases, including the DIP Orders.

**ZZ. Final Order.**

163. This Confirmation Order is a final order and the period in which an appeal must be filed will commence upon entry of this Confirmation Order.

**AAA. Retention of Jurisdiction.**

164. The Bankruptcy Court may properly, and upon the Effective Date, to the full extent set forth in the Plan and otherwise consistent with applicable law and subject to the terms of applicable Plan Supplement documents, shall, retain jurisdiction over all matters arising out of, and related to, these Chapter 11 Cases, including (to the extent consistent with applicable law) the matters set forth in Article XI of the Plan and section 1142 of the Bankruptcy Code; *provided, however,* that consistent with Article VII of the Plan, the Reorganized Debtors may resolve any disputes with respect to the Allowed amount of a Holder's claims through judicial means outside the jurisdiction of this Bankruptcy Court to the extent any such dispute cannot be resolved consensually.

Dated: February 12th, 2025  
Wilmington, Delaware

  
J. KATE STICKLES  
UNITED STATES BANKRUPTCY JUDGE

**Exhibit A**

**Plan**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

|  |   |                         |
|--|---|-------------------------|
| In re:   | ) | Chapter 11              |
| ACCURIDE CORPORATION, <i>et al.</i> , <sup>1</sup> | ) | Case No. 24-12289 (JKS) |
| Debtors.   | ) | (Jointly Administered)  |

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**SECOND MODIFIED AMENDED JOINT PLAN  
OF REORGANIZATION OF ACCURIDE CORPORATION AND  
ITS DEBTOR AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

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Dated: February 10, 2025

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Accuride Corporation (9077); Accuride Group Holdings, Inc. (4531); Accuride Intermediate Co., Inc. (9045); Accuride Distributing, LLC (3124); Accuride EMI, LLC (0389); Accuride Erie L.P. (4862); Accuride Henderson Limited Liability Company (8596); AKW General Partner, L.L.C. (4861); AOT, LLC (3088); Armor Parent Corp. (6684); Bostrom Holdings, Inc. (9282); Bostrom Seating, Inc. (7179); Gunit Corporation (9803); KIC LLC (6356); Transportation Technologies Industries, Inc. (2791); and Truck Components, Inc. (5407). The location of the Debtors' service address is: 38777 Six Mile Road, Suite 410, Livonia, MI 48152.

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## INTRODUCTION

Accuride Corporation and the above-captioned debtors and debtors in possession propose this Plan for the resolution of the outstanding Claims against and Interests in the Debtors pursuant to chapter 11 of the Bankruptcy Code. Capitalized terms used herein and not otherwise defined have the meanings ascribed to such terms in Article I.A of this Plan. Although proposed jointly for administrative purposes, this Plan constitutes a separate Plan for each Debtor, and the classification of Claims and Interests set forth herein shall apply separately to each of the Debtors. Holders of Claims against or Interests in the Debtors may refer to the Disclosure Statement for a discussion of the Debtors' history, businesses, assets, results of operations, historical financial information, and projections of future operations, as well as a summary and description of this Plan, the Restructuring Transactions, and certain related matters. The Debtors are the proponents of this Plan within the meaning of section 1129 of the Bankruptcy Code.

ALL HOLDERS OF CLAIMS ENTITLED TO VOTE ON THIS PLAN ARE ENCOURAGED TO READ THIS PLAN AND THE DISCLOSURE STATEMENT IN THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THIS PLAN. ALL HOLDERS OF CLAIMS AND INTERESTS SHOULD REVIEW THE SECURITIES LAW RESTRICTIONS AND NOTICES SET FORTH IN THIS PLAN IN FULL.

THE ISSUANCE OF ANY SECURITIES REFERRED TO IN THIS PLAN SHALL NOT CONSTITUTE AN INVITATION OR OFFER TO SELL, OR THE SOLICITATION OF ANY INVITATION OR OFFER TO BUY, ANY SECURITIES IN CONTRAVENTION OF APPLICABLE LAW IN ANY JURISDICTION. NO ACTION HAS BEEN TAKEN, NOR WILL BE TAKEN IN ANY JURISDICTION THAT WOULD PERMIT A PUBLIC OFFERING OF ANY SECURITIES REFERRED TO IN THIS PLAN (OTHER THAN SECURITIES ISSUED PURSUANT TO SECTION 1145 OF THE BANKRUPTCY CODE IN A DEEMED PUBLIC OFFERING) IN ANY JURISDICTION WHERE SUCH ACTION FOR THAT PURPOSE IS REQUIRED.

## **ARTICLE I. DEFINED TERMS, RULES OF INTERPRETATION, COMPUTATION OF TIME, AND GOVERNING LAW**

### *A. Defined Terms.*

As used in this Plan, capitalized terms have the meanings set forth below.

1. “*ABL Agent*” means Bank of America, N.A., in its capacity as administrative and collateral agent under the ABL Credit Agreement.

2. “*ABL Agent Advisors*” means (i) Davis Polk & Wardwell LLP, (ii) Morris, Nichols, Arsht & Tunnell LLP, (iii) Norton Rose Fulbright LLP, (iv) FTI Consulting, Inc. and (v) any other counsel or advisor retained by or on behalf of the ABL Agent (solely to the extent that the Debtors are obligated to pay the fees and expenses of such other counsel or advisor pursuant to the ABL Credit Agreement and/or the DIP Orders).

3. “*ABL Claim*” means any Claim arising under, derived from, based on, or related to the ABL Revolving Facility, including any Claim arising under, derived from, based on or related to the “Obligations” (as defined in the ABL Credit Agreement), other than the Cash Management Superpriority Claims and the L/C Superpriority Claims.

4. “*ABL Credit Agreement*” means that certain Amended and Restated ABL Credit Agreement, dated as of June 1, 2018, among Accuride Corporation, as the U.S. Borrower, Accuride Wheels Troyes SAS (f/k/a mefro Wheels France SAS), as the French Borrower, Accuride Wheels Solingen GmbH (f/k/a KRONPRINZ GmbH), as the Solingen Borrower, Accuride Wheels Ebersbach GmbH (f/k/a Südrad GmbH Radtechnik), as the Ebersbach Borrower, Accuride Wheels Ronneburg GmbH (f/k/a mefro Räderwerk Ronneburg GmbH), as the Ronneburg Borrower, Armor Parent Corp., as holdings, the institutions named therein as L/C Issuers, Swing Ling Lenders, and the Lenders from time to time party thereto, and Bank of America, N.A., as administrative agent and collateral agent, as amended, restated, amended and restated, supplemented and otherwise modified from time to time.

5. “*ABL Lenders*” means, collectively, each Entity that is a “Lender,” “L/C Issuer,” “Swing Line Lender,” and/or a “Cash Management Bank” under and as defined in the ABL Credit Agreement.

6. “*ABL Revolving Facility*” means the asset-based revolving credit facilities issued pursuant to the ABL Credit Agreement.

7. “*Accuride*” means Accuride Corporation.

8. “*Accuride Canada*” means Accuride Canada Inc.

9. “*Administrative Claim*” means a Claim for costs and expenses of administration of the Estates under sections 503(b), 507(a)(2), 507(b), or 1114(e)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred on or after the Petition Date and through the Effective Date of preserving the Estates and operating the businesses of the Debtors; (b) Allowed Professional Fee Claims in the Chapter 11 Cases; (c) all fees and charges assessed against the Estates under chapter 123 of title 28 of the United States Code, 28 U.S.C. §§ 1911–1930; (d) adequate protection claims pursuant to the DIP Orders; (e) Cash Management Superpriority Claims and L/C Superpriority Claims, and (f) Restructuring Expenses.

10. “*Administrative Claims Bar Date*” means the applicable deadline by which all requests for payment of Administrative Claims must be Filed and served on the Debtors, which shall be thirty days after the Effective Date, except as specifically set forth in this Plan or a Final Order.

11. “*Administrative Claims Objection Deadline*” means the deadline for Filing objections to requests for payment of Administrative Claims (other than requests for payment of Professional Fee Claims and fees and charges assessed against the Estates pursuant to section 1930 of chapter 123 of title 28 of the United States Code), which shall be the later of (a) ninety days after the Effective Date and (b) ninety days after the Filing of the applicable request for payment of the Administrative Claims; *provided* that the Administrative Claims Objection Deadline may be extended by the Bankruptcy Court after notice and a hearing.

12. “*Affiliate*” has the meaning set forth in section 101(2) of the Bankruptcy Code. With respect to any Entity that is not a Debtor, the term “Affiliate” shall apply to such Entity as if the Entity were a Debtor.

13. “*Agents*” means, collectively, the DIP Agent, the Prepetition Agents, and the Exit Facility Agent, and the New ABL Facility Agent, including, in each case, any successors thereto.

14. “*AHG*” means that certain ad hoc group of Holders of Term Loan Claims represented by the AHG Advisors.

15. “*AHG Advisors*” means (i) Weil, Gotshal & Manges LLP, (ii) Lazard Frères & Co. LLC, (iii) Richards, Layton & Finger, P.A.; and (iv) Goodmans LLP.

16. “*Allowed*” means, with respect to any Claim or Interest, except as otherwise provided herein: (a) a Claim that is evidenced by a Proof of Claim timely Filed by the applicable bar date (or for which Claim a Proof of Claim is not required under this Plan, the Bankruptcy Code, or a Final Order of the Bankruptcy Court); (b) a Claim that is listed in the Schedules as not contingent, not unliquidated, and not disputed, and for which no Proof of Claim has been timely filed; or (c) a Claim Allowed pursuant to this Plan, any stipulation approved by the Bankruptcy Court, any contract, instrument, indenture, or other agreement entered into or assumed in connection with this Plan, or a Final Order of the Bankruptcy Court; *provided* that, with respect to a Claim described in clauses (a) and (b) above, such Claim shall be considered Allowed only if and to the extent that no objection to the allowance thereof has been interposed within the applicable period of time fixed by this Plan, the Bankruptcy Code, the Bankruptcy Rules, or the Bankruptcy Court or, if such an objection is so interposed, such Claim shall have been Allowed by a Final Order. Any Claim that has been or is hereafter listed in the Schedules as contingent, unliquidated, or disputed, and for which no Proof of Claim or Interest is or has been timely Filed by the applicable bar date is not Allowed, which shall be reflected accordingly in the Claims Register, without further action by the Debtors and without further notice to any party or action, approval, or order of the Bankruptcy Court, and Holders of such Claims or Interests shall not receive any

distributions under this Plan on account of such Claims or Interests. Notwithstanding anything to the contrary herein, no Claim of any Entity subject to section 502(d) of the Bankruptcy Code shall be Allowed unless and until such Entity pays in full the amount that it owes. For the avoidance of doubt, a Proof of Claim Filed after the General Claims Bar Date, or a request for payment of an Administrative Claim Filed after the Administrative Claims Bar Date, shall not be Allowed for any purposes whatsoever absent entry of a Final Order allowing such late Filed Claim. “Allow” and “Allowing” shall have correlative meanings.

17. “*Antidumping Claims*” means all Claims and Causes of Action belonging to a Debtor or its Estate arising from or related to any antidumping or countervailing duties under the Tariff Act of 1930, which shall be included on the Schedule of Retained Causes of Action.

18. “*Assumption Objection*” means an objection to a proposed assumption or assumption and assignment, including pursuant to this Plan, of an Executory Contract or Unexpired Lease, or a Cure related thereto, filed by a counterparty to such Executory Contract or Unexpired Lease.

19. “*Assumption Objection Deadline*” means the date that is fourteen (14) days after the filing of the Schedule of Assumed Executory Contracts and Unexpired Leases; *provided*, that if any Executory Contract or Unexpired Lease is added to or removed from such schedule, or its treatment, including payment of Cure or assignment, is altered pursuant to an amended Schedule of Assumed Executory Contracts and Unexpired Leases, then the Assumption Objection Deadline solely with respect to such Executory Contract or Unexpired Lease shall be fourteen (14) days after the filing of such amendment.

20. “*Avoidance Actions*” means any and all actual or potential Claims and Causes of Action to avoid a transfer of property or an obligation incurred by the Debtors arising under chapter 5 of the Bankruptcy Code, including sections 502(d), 542, 544, 545, 547, 548, 549, 550, 551, 552, 553(b), and 724(a) of the Bankruptcy Code, and applicable non-bankruptcy law.

21. “*AWEA*” means, collectively, ACC Fortress Holdings GmbH, Accuride Wheels Europe & Asia GmbH, and their direct and indirect subsidiaries.

22. “*Bankruptcy Code*” means title 11 of the United States Code, 11 U.S.C. §§ 101–1532.

23. “*Bankruptcy Court*” means the United States Bankruptcy Court for the District of Delaware.

24. “*Bankruptcy Rules*” means the Federal Rules of Bankruptcy Procedure promulgated under section 2075 of the Judicial Code and the general, local, and chambers rules of the Bankruptcy Court, in each case, as amended from time to time and applicable to the Chapter 11 Cases.

25. “*Bar Date Order*” means the Order (I) Setting Bar Dates for Filing Proofs of Claim, Including Under Section 503(b)(9), (II) Establishing Amended Schedules Bar Date and Rejection Damages Bar Date, (III) Approving the Form of and Manner for Filing Proofs of Claim, Including Section 503(b)(9) Requests, and (IV) Approving Form and Manner of Notice Thereof [Docket No. 237] (as the same may be amended, supplemented, or modified from time to time after entry thereof).

26. “*Business Day*” means any day, other than a Saturday, Sunday, or “legal holiday” (as defined in Bankruptcy Rule 9006(a)), or other calendar day on which banking institutions in the State of New York are closed for business as a result of a federal, state, or local holiday.

27. “*Cash*” means cash and cash equivalents, including bank deposits, checks, and other similar items in legal tender of the United States of America.

28. “*Cash Collateral*” has the meaning set forth in section 363(a) of the Bankruptcy Code.

29. “*Cash Management Superpriority Claim*” has the meaning ascribed to it in the DIP Orders.

30. “*Cause of Action*” means any action, claim, cross-claim, third-party claim, cause of action, controversy, dispute, demand, right, Lien, indemnity, contribution, guaranty, suit, obligation, liability, loss, debt, fee or expense, damage, interest, judgment, cost, account, defense, remedy, offset, power, privilege, proceeding, license, and franchise of any kind or character whatsoever, known, unknown, foreseen or unforeseen, existing or hereafter arising, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, asserted or unasserted, accrued or unaccrued, assertable directly or derivatively (including any alter ego theories), whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity, or pursuant to any other theory of law (including, under any state or federal securities laws). A Cause of Action also includes: (a) any right of setoff or counterclaim and any claim for breach of contract or for breach of duties imposed by law or in equity, (b) the right to object to Claims or Interests, (c) any claim pursuant to section 362 or chapter 5 of the Bankruptcy Code, (d) any claim or defense including fraud, mistake, duress, usury, and any other defenses set forth in section 558 of the Bankruptcy Code, and (e) any state or foreign law fraudulent transfer claim.

31. “*CBAs*” means, collectively, the Gunite CBA and the Non-Gunite CBAs.

32. “*Chapter 11 Cases*” means (a) when used with reference to a particular Debtor, the case pending for that Debtor under chapter 11 of the Bankruptcy Code commenced on the Petition Date in the Bankruptcy Court, and (b) when used with reference to all the Debtors, the procedurally consolidated chapter 11 cases pending for the Debtors in the Bankruptcy Court.

33. “*Claim*” means any “claim,” as defined in section 101(5) of the Bankruptcy Code, against any of the Debtors.

34. “*Claims and Noticing Agent*” means Omni Agent Solutions, Inc., in its capacity as claims and noticing agent retained by the Debtors in the Chapter 11 Cases by Bankruptcy Court order.

35. “*Claims Objection Deadline*” means the deadline for objecting to a Claim asserted against a Debtor, which shall be on the date that is the later of (a) 180 days after the Effective Date and (b) such other period of limitation as may be specifically fixed by a Final Order of the Bankruptcy Court for objecting to such Claims.

36. “*Claims Register*” means the official register of Claims and Interests in the Debtors maintained by the Claims and Noticing Agent.

37. “*Class*” means a class of Claims or Interests as set forth in Article III hereof pursuant to section 1122(a) of the Bankruptcy Code.

38. “*CM/ECF*” means the Bankruptcy Court’s Case Management and Electronic Case Filing system.

39. “*Combined Hearing*” means the combined hearing held by the Bankruptcy Court on Confirmation of this Plan, pursuant to Bankruptcy Rule 3020(b)(2) and section 1128 of the Bankruptcy Code, and final approval of the Disclosure Statement as such hearing may be continued from time to time.

40. “*Committee*” means the statutory committee of unsecured creditors of the Debtors, appointed in the Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code by the U.S. Trustee on October 22, 2024, as set forth in the Notice of Appointment of Creditors’ Committee [Docket No. 127], as the membership thereof may change from time to time.

41. “*Confirmation*” means the Bankruptcy Court’s entry of the Confirmation Order on the docket of the Chapter 11 Cases.

42. “*Confirmation Date*” means the date upon which the Bankruptcy Court enters the Confirmation Order on the docket of the Chapter 11 Cases, within the meaning of Bankruptcy Rules 5003 and 9021.

43. “*Confirmation Order*” means the order of the Bankruptcy Court confirming this Plan pursuant to section 1129 of the Bankruptcy Code and approving the Disclosure Statement on a final basis, pursuant to section 1125 of the Bankruptcy Code, which shall be in form and substance reasonably acceptable to the Debtors, the AHG, the ABL Agent, and the Committee.

44. “*Consummation*” means the occurrence of the Effective Date.

45. “*Cure*” means all amounts, including an amount of \$0, required to cure any monetary defaults based upon a Debtor’s defaults under an Executory Contract or an Unexpired Lease assumed by such Debtor under section 365 of the Bankruptcy Code (unless such defaults are waived or modified by the applicable counterparty), other than a default that is not required to be cured pursuant to section 365(b)(2) of the Bankruptcy Code.

46. “*Cure Objection*” means an Assumption Objection related solely to a Cure.

47. “*D&O Liability Insurance Policies*” means, collectively, all Insurance Policies (including any “tail policy”) issued at any time to or providing coverage to any of the Debtors’ current or former directors’, managers’, members’, officers’ and/or employees’ liability and all agreements, documents, or instruments relating thereto.

48. “*Debtor Release*” means the release set forth in Article VIII.C.

49. “*Debtors*” means, collectively, each of the following: Accuride, Accuride Group Holdings, Inc., Accuride Intermediate Co., Inc., Accuride Distributing, LLC, Accuride EMI, LLC, Accuride Erie L.P., Accuride Henderson Limited Liability Company, AKW General Partner, L.L.C., AOT, LLC, Armor Parent Corp., Bostrom Holdings, Inc., Bostrom Seating, Inc., Gunito Corporation, KIC LLC, Transportation Technologies Industries, Inc., and Truck Components, Inc.

50. “*Definitive Documents*” means, collectively and as applicable, (a) the Disclosure Statement; (b) the Solicitation Materials; (c) the New Organizational Documents; (d) the DIP Orders (and motion(s) seeking approval thereof); (e) the DIP Documents; (f) the Exit Facility Credit Agreement; (g) the New ABL Facility Documents; (h) the Liquidating Trust Agreements; (i) this Plan (and all exhibits thereto); (j) the Confirmation Order; (k) the Disclosure Statement Order (and motion(s) seeking approval thereof); (l) all material pleadings Filed by the Debtors in connection with the Chapter 11 Cases (and related orders), including the first day pleadings and all orders sought pursuant thereto; (m) the Plan Supplement; (n) any and all filings with or requests for regulatory or other approvals from any governmental entity or unit, other than ordinary course filings and requests, necessary or desirable to implement the Restructuring Transactions; (o) the Stonebriar Transaction Documents; and (p) such other agreements, instruments, and documentation as may be necessary to consummate and document the transactions contemplated by this Plan. All of the Definitive Documents and any amendments, modifications, and supplements thereto and any related notes, certificates, agreements, documents, and instruments (as applicable) shall be in form and substance acceptable to the AHG; *provided* that the New Organizational Documents and the identity and members of the New Board shall only be acceptable to the AHG in their sole discretion.

51. “*DIP Agent*” means Alter Domus (US) LLC in its capacity as administrative agent and collateral agent under the DIP Credit Agreement.

52. “*DIP Agent Advisors*” means Ropes & Gray LLP in its capacity as counsel to the DIP Agent.

53. “*DIP Amendment Claims*” means any and all Claims relating to the DIP Amendment Loans arising under, derived from, or based upon the DIP Documents or the DIP Facility including all Claims for principal amounts outstanding, interest, fees, expenses, costs indemnification, obligations, reimbursement obligations, and other charges of the DIP Agent and the DIP Amendment Lenders arising under or related to the DIP Documents or the DIP Facility, in each case, other than any ABL Claims, Cash Management Superpriority Claims, DIP Claims, or L/C Superpriority Claims.

54. “*DIP Amendment Lenders*” means, collectively, each lender of DIP Amendment Loans under the DIP Facility.

55. “*DIP Amendment Loans*” means, collectively, all Amendment No. 3 Term Loans (as defined in the DIP Credit Agreement) pursuant to the DIP Documents.

56. “*DIP Claims*” means any and all Claims (other than DIP Amendment Claims) arising under, derived from, or based upon the DIP Documents or the DIP Facility including all Claims for principal amounts outstanding, interest, fees, expenses, costs indemnification, obligations, reimbursement obligations, and other charges of the DIP Agent and the DIP Lenders arising under or related to the DIP Documents or the DIP Facility, in each case other than any ABL Claims, Cash Management Superpriority Claims, L/C Superpriority Claims, or DIP Amendment Claims.

57. “*DIP Credit Agreement*” means that certain Senior Secured Superpriority Debtor-in-Possession Credit Agreement, dated as of October 11, 2024, by and among Accuride, as borrower, Holdings, Midco, Topco, the DIP Lenders, and the DIP Agent, as amended, restated, amended and restated, supplemented and otherwise modified from time to time.

58. “*DIP Documents*” means, collectively, the DIP Credit Agreement and any other documents governing the DIP Facility, including the DIP Orders, as such documents may be amended, supplemented, or otherwise modified from time to time in accordance with their terms.

59. “*DIP Equity Pool*” means 95% of the New Common Stock, subject to dilution on account of the New Common Stock issued pursuant to the Management Incentive Plan.

60. “*DIP Facility*” means the approximately \$130 million senior secured superpriority debtor-in-possession term loan facility provided to the Debtors under the DIP Documents.

61. “*DIP Lenders*” means, collectively, each lender under the DIP Facility.

62. “*DIP Loans*” means, collectively, all loans issued or deemed issued, as applicable, to the Debtors pursuant to the DIP Credit Agreement.

63. “*DIP Milestones*” has the meaning ascribed to it in the DIP Credit Agreement.

64. “*DIP Orders*” means, collectively, the Interim DIP Orders and the Final DIP Order.

65. “*Disbursing Agent*” means, with respect to all distributions to be made under this Plan, the Debtors or the Reorganized Debtors, as applicable, or any Entity the Debtors or the Reorganized Debtors, as applicable, select to make or to facilitate distributions in accordance with this Plan, which Entity may include the Claims and Noticing Agent and, with such Agent’s prior written consent, any Agent, as applicable.

66. “*Disclosure Statement*” means the disclosure statement in respect of this Plan, including all exhibits and schedules thereto, as conditionally approved or ratified by the Bankruptcy Court pursuant to section 1125 of the Bankruptcy Code and, in each case, as may be amended, supplemented, or modified from time to time.

67. “*Disclosure Statement Order*” means the order (and all exhibits thereto), entered by the Bankruptcy Court, conditionally approving the Disclosure Statement, approving the Solicitation Materials, and allowing solicitation of votes to accept or reject this Plan to commence (each as may be modified, supplemented, or amended from time to time in form and substance acceptable to the AHG).

68. “*Disputed*” means, as to a Claim or an Interest, a Claim or an Interest: (a) that is not Allowed and (b) that is not disallowed under this Plan, the Bankruptcy Code, or a Final Order, as applicable.

69. “*Distribution Record Date*” means the record date for purposes of making distributions under this Plan on account of Allowed Claims, which date shall be the Effective Date, or such other date as is agreed to by the Debtors.

70. “*Effective Date*” means the date that is the first Business Day after the Confirmation Date on which (a) no stay of the Confirmation Order is in effect and (b) all conditions precedent to the occurrence of the Effective Date set forth in Article IX.A of this Plan have been satisfied or waived in accordance with Article IX.B of this Plan. Subject to the consent of the AHG, any action to be taken on the Effective Date may be taken on or as soon as reasonably practicable thereafter.

71. “*Entity*” means any entity, as defined in section 101(15) of the Bankruptcy Code.

72. “*Equity Security*” means any equity security, as defined in section 101(16) of the Bankruptcy Code, in a Debtor.

73. “*Estate*” means, as to each Debtor, the estate created for the Debtors in their Chapter 11 Cases pursuant to section 541 of the Bankruptcy Code.

74. “*Exchange Act*” means the Securities Exchange Act of 1934, as amended, 15 U.S.C. §§ 78a et seq, or any similar federal, state, or local law, as now in effect or hereafter amended, and the rules and regulations promulgated thereunder.

75. “*Exculpated Parties*” means, collectively, and in each case in its capacity as such, (a) the Debtors; (b) the Committee and each of its members, solely in their respective capacities as such; (c) the Official Committee of Retirees and each of its members, solely in their respective capacities as such; and (d) with respect to each of the foregoing Entities in clauses (a) and (b), their respective current and former directors, limited liability company managers, officers, and attorneys, financial advisors, or other professionals that were retained during any portion of the Chapter 11 Cases.

76. “*Executory Contract*” means a contract to which one or more of the Debtors are a party and that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

77. “*Existing Equity Interests*” means any Interest in Topco.

78. “*Exit Facility*” means a new senior secured term loan facility, in an initial aggregate principal amount of approximately \$95 million, comprising the Exit Facility New Money Loans and Exit Facility Takeback Loans to be incurred by Reorganized Topco on the Effective Date in accordance with this Plan and the Restructuring Transactions Memorandum, in each case, in form and substance acceptable to the DIP Amendment Lenders and the Exit Facility Agent.

79. “*Exit Facility Agent*” means the administrative and collateral agent under the Exit Facility Credit Agreement.

80. “*Exit Facility Credit Agreement*” means the credit agreement with respect to the Exit Facility, as may be amended, restated, amended and restated, supplemented, or otherwise modified from time to time and which shall be in form and substance acceptable to the DIP Amendment Lenders and the Exit Facility Agent.

81. “*Exit Facility Documents*” means the Exit Facility Credit Agreement and all other agreements, documents, and instruments delivered or entered into in connection with the Exit Facility, including any guarantee agreements, pledge and collateral agreements, intercreditor agreements, subordination agreements, fee letters, and other security documents. The Exit Facility Documents shall be in form and substance acceptable to the Exit Facility Agent.

82. “*Exit Facility Loans*” means the Exit Facility Takeback Loans and the Exit Facility New Money Loans.

83. “*Exit Facility New Money Loans*” means the new money term loans under the Exit Facility in an aggregate principal amount of approximately \$72 million.

84. “*Exit Facility Takeback Loans*” means senior secured term loans under the Exit Facility in an aggregate principal amount of approximately \$23 million, *plus* any accrued and unpaid interest, fees, costs, charges, expenses, and any other accrued and unpaid amounts with respect to the DIP Amendment Loans as of the Effective Date (other than Restructuring Expenses).

85. “*Federal Judgment Rate*” means the federal judgment rate in effect as of the Petition Date.

86. “*File*” means file, filed, or filing with the Bankruptcy Court or its authorized designee in the Chapter 11 Cases. “*Filed*” and “*Filing*” shall have correlative meanings.

87. “*Final DIP Order*” means the *Final Order (I) Authorizing the Debtors to (A) Obtain Postpetition Senior Secured Financing and (B) Use Cash Collateral, (II) Granting Adequate Protection, (III) Granting Liens and Superpriority Claims, (IV) Modifying the Automatic Stay, and (V) Granting Related Relief* [Docket No. 662].

88. “*Final Order*” means, as applicable, an order or judgment in any U.S. or non-U.S. forum of the Bankruptcy Court or any other court of competent jurisdiction (including any Canadian or other non-U.S. court) with respect to the relevant subject matter that has not been reversed, vacated, stayed, modified, or amended and as to which the time to appeal, seek certiorari, or move for a new trial, reargument, or rehearing has expired and no appeal, petition for certiorari, or other proceeding for a new trial, reargument, or rehearing thereof has been timely sought, or, if an appeal, writ of certiorari, new trial, reargument, or rehearing thereof has been sought, such order or judgment shall have been affirmed by the highest court to which such order was appealed, or certiorari shall have been denied, or a new trial, reargument, or rehearing shall have been denied, or resulted in no modification of such order, 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 no order or judgment shall fail to be a “*Final Order*” solely because of the possibility that a motion under Rules 59 or 60 of the Federal Rules of Civil Procedure or any analogous Bankruptcy Rule (or any analogous rules applicable in another court of competent jurisdiction) or sections 502(j) or 1144 of the Bankruptcy Code has been or may be filed with respect to such order or judgment.

89. “*First Day Declaration*” means the Declaration of Charles Moore, Chief Restructuring Officer of Accuride Corporation, in Support of Debtors’ Chapter 11 Petitions and First Day Motions filed by the Debtors on the Petition Date [Docket No. 16].

90. “*General Claims Bar Date*” means, collectively, the date established by the Bankruptcy Court in the Bar Date Order by which Proofs of Claim must be Filed with respect to such Claims, other than Administrative Claims, Claims held by Governmental Units, or other Claims for which the Bankruptcy Court entered an order excluding the Holders of such Claims from the requirement of Filing Proofs of Claim.

91. “*General Unsecured Claim*” means any Claim that is not (a) an Administrative Claim, (b) a Professional Fee Claim, (c) a Priority Tax Claim, (d) a Secured Tax Claim, (e) a DIP Claim, (f) an Other Secured Claim, (g) an Other Priority Claim, (h) an ABL Claim, (i) a Cash Management Superpriority Claim, (j) an L/C Superpriority Claim, (k) a Term Loan Claim, (l) an Intercompany Claim, (m) a Section 510(b) Claim, or (n) a Restructuring Expense.

92. “*Governing Body*” means, in each case in its capacity as such, the board of directors, board of managers, manager, managing member, general partner, investment committee, special committee, or such similar governing body of any of the Debtors or the Reorganized Debtors, as applicable.

93. “*Governmental Unit*” means any governmental unit, as defined in section 101(27) of the Bankruptcy Code.

94. “*Gunite*” means Gunite Corporation.

95. “*Gunite CBA*” means that certain Agreement, dated as of March 26, 2023, between Gunite and the UAW and that certain Memorandum of Settlement between Gunite and the UAW at the Conclusion of 2023

Anniversary Negotiations (as modified pursuant to the Gunitite Wind-Down Agreement and the Gunitite Commitment Letter).

96. “*Gunitite Commitment Letter*” means the *Accuride Corporation Commitment Letter Regarding Hourly Bargained Employees of Gunitite Corporation* between Accuride and the UAW. For the avoidance of doubt, the Gunitite Commitment Letter shall be assumed by Gunitite.

97. “*Gunitite OPEB Plan*” means the Gunitite Corporation (Rockford, Illinois) Master Retired Bargained Employee Health Benefit Plan sponsored by Gunitite.

98. “*Gunitite OPEB Termination Proposal*” means that certain Proposal of Modifications to Retiree Healthcare Benefits, dated as of December 16, 2024.

99. “*Gunitite Wind-Down Agreement*” means that certain Wind-Down and Termination Agreement between Gunitite Corporation and the UAW. For the avoidance of doubt, the Gunitite Wind-Down Agreement shall be assumed by Gunitite.

100. “*Holder*” means an Entity that is the record owner of a Claim or Interest. For the avoidance of doubt, affiliated record owners of Claims or Interests managed or advised by the same institution shall constitute separate Holders.

101. “*Holdings*” means Armor Parent Corp.

102. “*Impaired*” means “impaired” within the meaning of section 1124 of the Bankruptcy Code.

103. “*Insurer*” means any insurance company or third party administrator that issued or entered into an Insurance Policy and any respective predecessors and/or affiliates thereof.

104. “*Insurance Policies*” means all insurance policies that have been issued (or providing coverage) at any time to the Debtors or any of their predecessors, and all agreements, documents, or instruments relating thereto, including D&O Liability Insurance Policies, all workers’ compensation policies and programs and all accidental death and dismemberment insurance policies.

105. “*Intercompany Claim*” means any Claim held by a Debtor against another Debtor or by a non-Debtor direct or indirect subsidiary of a Debtor against a Debtor.

106. “*Intercompany Interest*” means an Interest in a Debtor held by another Debtor.

107. “*Interest*” means, collectively, (a) any issued, unissued, authorized, or outstanding shares (or any class thereof), common stock, preferred stock, limited liability company interests, and any other Equity Security, ownership, or profits interests of any Debtor, and options, warrants, rights, or other securities or agreements to acquire or subscribe for, or which are convertible into shares (or any class thereof) of common stock, preferred stock, limited liability company interests, or other equity, ownership, or profits interests of any Debtor (in each case whether or not arising under or in connection with any employment agreement) and all rights arising with respect to any of the foregoing that existed immediately prior to the consummation of the transactions contemplated in this Plan, and (b) any other rights, options, warrants, stock appreciation rights, phantom stock rights, restricted stock units, redemption rights, or repurchase rights; convertible, exercisable, or exchangeable securities; or other agreements, arrangements, or commitments of any character relating to, or whose value is related to, any such interest or other ownership interest in any Debtor.

108. “*Interim DIP Orders*” means the (a) Interim Order (I) Authorizing the Debtors to (A) Obtain Postpetition Senior Secured Financing and (B) Use Cash Collateral, (II) Granting Adequate Protection, (III) Granting Liens and Superpriority Claims, (IV) Modifying the Automatic Stay, (V) Scheduling a Final Hearing, and (VI) Granting Related Relief [Docket No. 88]; (b) Second Interim Order (I) Authorizing the Debtors to (A) Obtain Postpetition Senior Secured Financing and (B) Use Cash Collateral, (II) Granting Adequate Protection, (III) Granting

Liens and Superpriority Claims, (IV) Modifying the Automatic Stay, (V) Scheduling a Final Hearing, and (VI) Granting Related Relief [Docket No. 401]; and (c) Third Interim Order (I) Authorizing the Debtors to (A) Obtain Postpetition Senior Secured Financing and (B) Use Cash Collateral, (II) Granting Adequate Protection, (III) Granting Liens and Superpriority Claims, (IV) Modifying the Automatic Stay, (V) Scheduling a Final Hearing, and (VI) Granting Related Relief [Docket No. 516].

109. “*IRS*” means the United States Internal Revenue Service.

110. “*Judicial Code*” means title 28 of the United States Code, 28 U.S.C. §§ 1–4001.

111. “*L/C Superpriority Claim*” has the meaning ascribed to it in the DIP Orders.

112. “*Lien*” means a lien as defined in section 101(37) of the Bankruptcy Code.

113. “*Liquidating Trust A*” means a trust that may be established on the Effective Date, but only if and to the extent provided for by the Restructuring Transactions Memorandum, for the primary purpose of receiving and distributing the Liquidating Trust A Assets (if any), including for the purposes described in (and consistent with the terms of) Article IV.D.5 herein and in the Liquidating Trust A Agreement.

114. “*Liquidating Trust A Agreement*” means an agreement that may be executed as of the Effective Date, but only if and to the extent provided for by the Restructuring Transactions Memorandum, establishing the Liquidating Trust A pursuant to this Plan and the Restructuring Transactions Memorandum. The Liquidating Trust A Agreement, to the extent necessary, shall be in form and substance acceptable to the AHG.

115. “*Liquidating Trust A Assets*” means, subject to the terms of the Restructuring Transactions Memorandum, the outstanding interests and/or assets of Accuride Canada and the outstanding interests and/or assets of the Wheel Ends Debtors, with the exception of (a) the Wheel Ends Debtors’ working capital assets and (b) any other assets that constitute ABL Priority Collateral (as defined in the DIP Orders).

116. “*Liquidating Trust A Beneficial Interests*” means the applicable beneficial interests held by the Liquidating Trust A Beneficiaries with respect to their applicable portions of the Liquidating Trust A Assets.

117. “*Liquidating Trust A Beneficiaries*” means the Holders of Term Loan Claims.

118. “*Liquidating Trust Agreements*” means, collectively, the Liquidating Trust A Agreement and the Liquidating Trust B Agreement.

119. “*Liquidating Trust Assets*” means, collectively, the Liquidating Trust A Assets and the Liquidating Trust B Assets.

120. “*Liquidating Trust B*” means a trust that may be established on the Effective Date, but only if and to the extent provided for by the Restructuring Transactions Memorandum, for the primary purpose of receiving and distributing the Liquidating Trust B Assets (if any), including for the purposes described in (and consistent with the terms of) Article IV.D.5 herein and in the Liquidating Trust B Agreement.

121. “*Liquidating Trust B Agreement*” means an agreement that may be executed as of the Effective Date, but only if and to the extent provided for by the Restructuring Transactions Memorandum, establishing the Liquidating Trust B pursuant to this Plan and the Restructuring Transactions Memorandum. The Liquidating Trust B Agreement, to the extent necessary, shall be in form and substance acceptable to the AHG.

122. “*Liquidating Trust B Assets*” means, subject to the terms of the Restructuring Transactions Memorandum, all of Accuride Corporation’s Interests in ACC Fortress Holdings GmbH and Accuride Wheels Europe & Asia GmbH.

123. “*Liquidating Trust B Beneficial Interests*” has the meaning ascribed to it in the Liquidating Trust B Agreement.

124. “*Liquidating Trust B Beneficiaries*” means, at their sole election, each Holder of Term Loan Claims, in each case individually but not collectively. For the avoidance of doubt, each Holder of Term Loan Claims shall have the right to elect not to be a Liquidating Trust B Beneficiary. For the avoidance of doubt, the proceeds of the Liquidating Trust B Assets shall be distributed only to Holders of Term Loan Claims that elect to be Liquidating Trust B Beneficiaries.

125. “*Liquidating Trust Beneficial Interests*” means, collectively, the Liquidating Trust A Beneficial Interests and the Liquidating Trust B Beneficial Interests.

126. “*Liquidating Trust Beneficiaries*” means, collectively, the Liquidating Trust A Beneficiaries and the Liquidating Trust B Beneficiaries.

127. “*Liquidating Trusts*” means, collectively, Liquidating Trust A and Liquidating Trust B.

128. “*Management Incentive Plan*” means the management incentive plan reserving New Common Stock on a fully diluted basis, with structure, awards, and terms of the management incentive plan to be determined by the New Board.

129. “*Midco*” means Accuride Intermediate Co., Inc.

130. “*New ABL Agent*” means Bank of America, N.A., in its capacity as administrative and collateral agent under the New ABL Credit Agreement.

131. “*New ABL Credit Agreement*” means that certain credit agreement evidencing the New ABL Facility, a form of which shall be included in the Plan Supplement, and which shall be in form and substance acceptable to the New ABL Agent, the ABL Lenders, and the DIP Agent.

132. “*New ABL Facility*” means the new asset-based loan facility to be incurred by certain of the Reorganized Debtors (as agreed by and among the AHG and ABL Lenders) on the Effective Date pursuant to the New ABL Credit Agreement and the other New ABL Facility Documents, which shall include the obligations under the loss sharing agreement with respect to the Foreign Obligations (as defined in the ABL Credit Agreement) to be provided by the Reorganized Debtors pursuant to the New ABL Facility Documents.

133. “*New ABL Facility Documents*” means, collectively, the New ABL Credit Agreement and all other agreements, documents, and instruments delivered or entered into in connection with the New ABL Facility, including all guarantee agreements, pledge and collateral agreements, intercreditor agreements, subordination agreements, fee letters, and other security documents, in each case, in form and substance acceptable to the New ABL Agent, the ABL Lenders, and the AHG.

134. “*New Board*” means the board of directors or similar Governing Body of Reorganized Topco.

135. “*New Common Stock*” means a single class of common equity interests issued by Reorganized Topco on the Effective Date.

136. “*New Organizational Documents*” means the documents providing for corporate governance of Reorganized Topco, and the other Reorganized Debtors, as applicable, including charters, bylaws, operating agreements, or other organizational documents or stockholders’ agreements, as applicable, including all annexes, exhibits and schedules thereto, which shall be consistent with section 1123(a)(6) of the Bankruptcy Code (as applicable).

137. “*Non-Gunite CBAs*” means, collectively, the collective bargaining agreements, including any related memoranda of settlement, among the Debtors and various labor unions other than the Gunite CBA.

138. “*Official Committee of Retirees*” means the official committee of Gunitite retirees appointed in the Chapter 11 Cases pursuant to the *Order (I) Directing the United States Trustee to Appoint a Committee of Retired Employees of Gunitite Corporation, and (II) Granting Related Relief* [Docket No. 319] by the U.S. Trustee on December 10, 2024, as set forth in the Notice of Appointment of Committee of Retirees [Docket No. 424], as the membership thereof may change from time to time

139. “*Other Priority Claim*” means any Claim, other than an Administrative Claim or a Priority Tax Claim, entitled to priority in right of payment under section 507(a) of the Bankruptcy Code.

140. “*Other Secured Claim*” means any Secured Claim against the Debtors other than the DIP Amendment Claims, the DIP Claims, the Priority Tax Claims, or the Prepetition First Lien Claims.

141. “*PBGC*” means the Pension Benefit Guaranty Corporation, a wholly-owned United States government corporation, and an agency of the United States established under the Employee Retirement Security Act of 1974, as amended, codified at 29 U.S.C. §§1301-1461 (2018), and the regulations promulgated thereunder.

142. “*Pension Plan*” means the Accuride Consolidated Employee Pension Plan.

143. “*Person*” has the meaning set forth in section 101(41) of the Bankruptcy Code.

144. “*Petition Date*” means the date on which the Debtors commenced the Chapter 11 Cases.

145. “*Plan*” means this joint plan of reorganization under chapter 11 of the Bankruptcy Code, either in its present form or as it may be altered, amended, modified, or supplemented from time to time in accordance with the Bankruptcy Code, the Bankruptcy Rules, or the terms hereof, as the case may be, and the Plan Supplement, which is incorporated herein by reference, including all exhibits and schedules hereto and thereto.

146. “*Plan Distribution*” means a payment or distribution to Holders of Allowed Claims, Allowed Interests, or other eligible Entities under and in accordance with this Plan.

147. “*Plan Supplement*” means the compilation of documents and forms of documents, agreements, schedules, and exhibits to this Plan (in each case, subject to the consent of the AHG and the consent rights set forth in the DIP Documents and the Plan) and as may be altered, amended, modified, or supplemented from time to time, subject to the consent of the AHG and the consent rights set forth in the DIP Documents and the Plan, including the following, as applicable: (a) the New Organizational Documents of Reorganized Topco; (b) the identity and members of the New Board; (c) the material terms of the Exit Facility; (d) the New ABL Facility Credit Agreement; (e) the Restructuring Transactions Memorandum; (f) the Schedule of Assumed Executory Contracts and Unexpired Leases; (g) the Liquidating Trust Agreements; (h) the Gunitite Wind-Down Agreement; (i) the Gunitite OPEB Termination Proposal; (j) the Gunitite Commitment Letter; (k) the Schedule of Retained Causes of Action; and (l) additional documents Filed with the Bankruptcy Court prior to the Effective Date as amendments to the Plan Supplement.

148. “*Prepetition Agents*” means ABL Agent and the Term Loan Agent, in each case, including successors thereto.

149. “*Prepetition Credit Documents*” means the ABL Credit Agreement, the Term Loan Credit Agreement, and, in each case, the “Loan Documents”, as defined in each of the ABL Credit Agreement and the Term Loan Credit Agreement.

150. “*Prepetition First Lien Claims*” means, collectively, the ABL Claims and the Term Loan Claims.

151. “*Priority Claims*” means, collectively, Administrative Claims, Priority Tax Claims, and Other Priority Claims.

152. “*Priority Tax Claim*” means any Claim of a Governmental Unit of the kind specified in section 507(a)(8) of the Bankruptcy Code.

153. “*Professional*” means an Entity: (a) employed pursuant to a Bankruptcy Court order in accordance with sections 327, 363, or 1103 of the Bankruptcy Code and to be compensated for services rendered prior to or on the Confirmation Date, pursuant to sections 327, 328, 329, 330, 331, and 363 of the Bankruptcy Code; or (b) awarded compensation and reimbursement by the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code.

154. “*Professional Fee Amount*” means the aggregate amount of Professional Fee Claims and other unpaid fees and expenses Professionals reasonably estimate in good faith that they have incurred or will incur in rendering services to the Debtors as set forth in Article II.C of this Plan.

155. “*Professional Fee Claim*” means a Claim by a Professional seeking an award by the Bankruptcy Court of compensation for services rendered or reimbursement of expenses incurred through and including the Confirmation Date under sections 330, 331, 503(b)(2), 503(b)(3), 503(b)(4), or 503(b)(5) of the Bankruptcy Code.

156. “*Professional Fee Escrow Account*” means an interest-bearing account funded by the Debtors with Cash on the Effective Date in an amount equal to the Professional Fee Amount.

157. “*Proof of Claim*” means a proof of Claim Filed against any of the Debtors in the Chapter 11 Cases.

158. “*Proof of Interest*” means a proof of Interest filed with regard to any of the Debtors in the Chapter 11 Cases.

159. “*Reinstate*” means reinstate, reinstated, or reinstatement with respect to Claims and Interests, that the Claim or Interest shall be rendered Unimpaired in accordance with section 1124 of the Bankruptcy Code. “Reinstated” and “Reinstatement” shall have correlative meanings.

160. “*Related Party*” means, with respect to an Entity, each of, and in each case in its capacity as such, such Entity’s current and former directors, managers, officers, committee members, members of any Governing Body, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, managed accounts or funds, predecessors, participants, successors, assigns, subsidiaries, Affiliates, partners, limited partners, general partners, principals, members, management companies, fund advisors or managers, employees, agents, trustees, advisory board members, financial advisors, attorneys (including any other attorneys or professionals retained by any current or former director or manager in his or her capacity as director or manager of an Entity), accountants, investment bankers, consultants, representatives, and other professionals and advisors and any such Person’s or Entity’s respective heirs, executors, estates, and nominees.

161. “*Released Party*” means each of, and in each case in its capacity as such: (a) each Debtor; (b) each Reorganized Debtor; (c) each Holder of a Prepetition First Lien Claim; (d) each DIP Lender and Holder of a DIP Claim; (e) each Agent; (f) the Sponsor; (g) the Committee and each of its members, solely in their respective capacities as such; (h) each Releasing Party; (i) each current and former Affiliate of each Entity in clauses (a) through the following clause (j); (j) each Related Party of each Entity in clauses (a) through the preceding clause (i); *provided* that in each case, an Entity shall not be a Released Party if it: (x) other than an Entity described in subparts (a) through (g) hereof, was provided with an opportunity to opt in to the releases described in Article VIII.D of this Plan by returning an “opt in” form or voting in favor of the Plan and did not do so; (y) timely objects to the releases contained in Article VIII.D of this Plan and such objection is not resolved before Confirmation; or (z) is AWEA.

162. “*Releasing Party*” means each of, and in each case in its capacity as such: (a) the Debtors; (b) the Reorganized Debtors; (c) each Holder of a Prepetition First Lien Claim; (d) each DIP Lender and Holder of a DIP Claim; (e) each Agent; (f) the Sponsor; (g) the Committee and each of its members, solely in their respective capacities as such; (h) all Holders of Claims that vote to accept this Plan; (i) all Holders of Claims that are deemed to accept this Plan and that affirmatively opt in to the releases provided for in this Plan; (j) all Holders of Claims that abstain from voting on this Plan and that affirmatively opt in to the releases provided for in this Plan; (k) all Holders of Claims or Interests that vote to reject this Plan or are deemed to reject this Plan and that affirmatively opt in to the

releases provided for in this Plan; (l) each current and former Affiliate of each Entity in clauses (a) through (k); and (m) each Related Party of each Entity in clauses (a) through (l) for which such Entity is legally entitled to bind such Related Party to the releases contained in this Plan under applicable law; *provided* that in each case, an Entity in clause (i) through clause (l) shall not be a Releasing Party if it: (x) other than an Entity described in subparts (a) through (g) hereof, was provided with an opportunity to opt in to the releases described in Article VIII.D of this Plan by returning an “opt in” form or voting in favor of the Plan and did not do so; (y) timely objects to the releases contained in Article VIII.D of this Plan and such objection is not resolved before Confirmation; or (z) is AWEA.

163. “*Reorganized Debtors*” means the Debtors as reorganized under this Plan, or any successor or assign thereto, by transfer, merger, consolidation, or otherwise.

164. “*Reorganized Topco*” means either (a) Accuride Group Holdings, Inc., or any successor or assign thereto, by merger, consolidation, or otherwise, on and after the Effective Date or (b) in accordance with the Restructuring Transactions Memorandum, a new corporation or limited liability company that may be formed to, among other things, directly or indirectly acquire substantially all of the assets and/or stock of the Debtors (other than the Liquidating Trust Assets) in the Chapter 11 Cases and issue the New Common Stock to be distributed pursuant to the Plan.

165. “*Restructuring Expenses*” means the reasonable and documented fees and expenses accrued from the inception of their respective engagements and not previously paid by, or on behalf of, the Debtors of: (i) the AHG Advisors; (ii) the DIP Agent Advisors and the advisors to the Term Loan Agent; and (iii) the ABL Agent Advisors.

166. “*Restructuring Term Sheet*” means the term sheet attached to the First Day Declaration as Exhibit A.

167. “*Restructuring Transactions*” means the transactions described in Article IV of this Plan and the Restructuring Transactions Memorandum.

168. “*Restructuring Transactions Memorandum*” means the description of the steps to be carried out to effectuate the Restructuring Transactions in accordance with this Plan and as set forth in the Plan Supplement, which shall be subject to the prior written consent of the AHG and the ABL Agent (not to be unreasonably withheld, conditioned, or delayed) and as may be amended, supplemented, or otherwise modified from time to time through the Effective Date.

169. “*Schedule of Assumed Executory Contracts and Unexpired Leases*” means a schedule to be included in the Plan Supplement, as determined by the Debtors with the consent of the AHG, of certain Executory Contracts and Unexpired Leases (and their Cure amounts) to be assumed by the Debtors pursuant to this Plan, as the same may be amended, modified, or supplemented from time to time by the Debtors or the Reorganized Debtors, as applicable, in accordance with this Plan.

170. “*Schedule of Retained Causes of Action*” means the schedule of certain Causes of Action of the Debtors that are not released, waived, or transferred pursuant to this Plan, as the same may be amended, modified, or supplemented from time to time, with the consent of the AHG; *provided* that such schedule shall not include any Causes of Action against any Released Party.

171. “*Schedules*” means, collectively, the schedules of assets and liabilities, schedules of Executory Contracts and Unexpired Leases, and statements of financial affairs Filed by the Debtors pursuant to section 521 of the Bankruptcy Code, including any amendments or supplements thereto.

172. “*SEC*” means the United States Securities and Exchange Commission.

173. “*Section 510(b) Claim*” means any Claim or Interest against a Debtor subject to subordination under section 510(b) of the Bankruptcy Code, whether by operation of law or contract.

174. “*Secured Claim*” means a Claim: (a) secured by a valid, perfected, and enforceable Lien on collateral to the extent of the value of such collateral, as determined in accordance with section 506(a) of the Bankruptcy Code or (b) subject to a valid right of setoff pursuant to section 553 of the Bankruptcy Code.

175. “*Secured Tax Claim*” means any Secured Claim that, absent its secured status, would be entitled to priority in right of payment under section 507(a)(8) of the Bankruptcy Code (determined irrespective of time limitations), including any related Secured Claim for penalties.

176. “*Securities Act*” means the Securities Act of 1933, as amended, 15 U.S.C. §§ 77a–77aa, or any similar federal, state, or local law, as now in effect or hereafter amended, and the rules and regulations promulgated thereunder.

177. “*Security*” means any security, as defined in section 2(a)(1) of the Securities Act.

178. “*Solicitation Materials*” means, collectively, the solicitation materials with respect to this Plan.

179. “*Special Committee*” means the special committee of the board of directors of Topco.

180. “*Sponsor*” means Crestview Advisors L.L.C., Crestview Partners III, L.P., Crestview Partners III GP, L.P. and any of their respective Affiliates, including Crestview AQ Holdings, L.P. and Crestview Partners III (Co-Investment B), L.P., that hold any Existing Equity Interest.

181. “*Sponsor Claim*” means any Claim held by the Sponsor that is a General Unsecured Claim, including any rejection damages Claim.

182. “*Stonebriar*” means Stonebriar Commercial Finance LLC.

183. “*Stonebriar Letter of Credit*” means one or more letters of credit issued by Bank of America, N.A. under the ABL Revolving Facility in an aggregate face amount of approximately \$10,000,000.00 for the account of one or more Debtors with Stonebriar as the beneficiary.

184. “*Stonebriar Transaction Documents*” means the documents governing the agreement by and between the Debtors and Stonebriar to consummate a purchase by the Reorganized Debtors of certain assets of Stonebriar and the financing thereof incurred by one or more of the Reorganized Debtors.

185. “*Substantial Consummation*” means any substantial consummation as defined in section 1101(2) of the Bankruptcy Code.

186. “*Tax Code*” means the U.S. Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

187. “*Term Loan Agent*” means Alter Domus (US) LLC (as successor in interest to Royal Bank of Canada), in its capacity as administrative and collateral agent under the Term Loan Credit Agreement.

188. “*Term Loan Claim*” means any Claim on account of the Term Loan Facility, including, for the avoidance of doubt, the Term Loan Deficiency Claim.

189. “*Term Loan Credit Agreement*” means that certain Term Loan Credit Agreement, dated as of November 18, 2016, among Accuride, as the borrower, Armor Parent Corp., as holdings, the lenders from time to time party thereto, and the Term Loan Agent, as amended, restated, amended and restated, supplemented and otherwise modified from time to time.

190. “*Term Loan Deficiency Claim*” means any Term Loan Claim, or portion thereof, that is not a Secured Claim.

191. “*Term Loan Equity Pool*” means 5% of the New Common Stock, subject to dilution on account of the New Common Stock issued pursuant to the Management Incentive Plan.

192. “*Term Loan Facility*” means the term loan facility comprised of the 2023 Extended Term Loans (as defined in the Term Loan Credit Agreement) and the obligations associated therewith issued pursuant to the Term Loan Credit Agreement.

193. “*Third-Party Release*” means the release set forth in Article VIII.D of this Plan.

194. “*Topco*” means Accuride Group Holdings, Inc.

195. “*Treasury Regulations*” means the tax regulations promulgated under the Tax Code.

196. “*U.S. Trustee*” means the Office of the United States Trustee for the District of Delaware.

197. “*UAW*” means the International Union, United Automobile, Aerospace, and Agricultural Implement Workers of America, and its Local No. 718 and Local No. 1186.

198. “*Unexpired Lease*” means a lease to which one or more of the Debtors are a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

199. “*Unimpaired*” means, with respect to a Class of Claims or Interests, a Class of Claims or Interests that is unimpaired within the meaning of section 1124 of the Bankruptcy Code.

200. “*Wheel Ends Debtors*” means Gunite, Transportation Technologies Industries, Inc., Truck Components, Inc., and KIC LLC.

*B. Rules of Interpretation.*

For purposes of this Plan: (i) 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; (ii) unless otherwise specified, 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; *provided* that nothing in this clause (ii) shall modify the standard applicable to or otherwise affect any party’s consent rights, including consent rights over any of the Definitive Documents or any amendments thereto; (iii) unless otherwise specified, any reference herein to an existing document, schedule, or exhibit, whether or not Filed, having been Filed, or to be Filed shall mean that document, schedule, or exhibit, as it may thereafter be amended, modified, or supplemented in accordance with this Plan or Confirmation Order, as applicable; (iv) any reference to an Entity as a Holder of a Claim or Interest includes that Entity’s successors and assigns; (v) unless otherwise specified, all references herein to “Articles” are references to Articles hereof or hereto; (vi) unless otherwise specified, all references herein to exhibits are references to exhibits in the Plan Supplement; (vii) unless otherwise specified, the words “herein,” “hereof,” and “hereto” refer to this Plan in its entirety rather than to a particular portion of this Plan; (viii) subject to the provisions of any contract, certificate of incorporation, bylaw, instrument, release, or other agreement or document created or entered into in connection with this Plan, the rights and obligations arising pursuant to this Plan shall be governed by, and construed and enforced in accordance with, applicable federal law, including the Bankruptcy Code and Bankruptcy Rules; (ix) unless otherwise specified, the words “include” and “including,” and variations thereof, shall not be deemed to be terms of limitation and shall be deemed to be followed by the words “without limitation”; (x) captions and headings to Articles are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of this Plan; (xi) unless otherwise specified herein, the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; (xii) 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; (xiii) all references to docket numbers of documents Filed in the Chapter 11 Cases are references to the docket numbers under the Bankruptcy Court’s CM/ECF system; (xiv) all references to statutes, regulations,

orders, rules of courts, and the like shall mean as amended from time to time, and as applicable to the Chapter 11 Cases, unless otherwise stated; (xv) any immaterial effectuating provisions herein may be interpreted by the Reorganized Debtors in such a manner that is consistent with the overall purpose and intent of this Plan, all without further notice to or action, order, or approval of the Bankruptcy Court or any other Entity; and (xvi) unless otherwise specified and subject to the reasonable consent of the AHG, any action to be taken on the Effective Date may be taken on or as soon as reasonably practicable thereafter.

*C. Computation of Time.*

Unless otherwise specifically stated herein, the provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein. If the date on which a transaction may occur pursuant to this Plan shall occur on a day that is not a Business Day, then such transaction shall instead occur on the next succeeding Business Day.

*D. Governing Law.*

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules) or unless otherwise specifically stated, the laws of the State of New York, without giving effect to the principles of conflict of laws (other than section 5-1401 and section 5-1402 of the New York General Obligations Law), shall govern the rights, obligations, construction, and implementation of this Plan; any agreements, documents, instruments, or contracts executed or entered into in connection with this Plan (except as otherwise set forth in those agreements, in which case the governing law of such agreement shall control); and corporate governance matters; *provided* that corporate governance matters relating to the Debtors or the Reorganized Debtors, as applicable, not incorporated in New York shall be governed by the laws of the state of incorporation or formation of the relevant Debtor or the Reorganized Debtors, as applicable.

*E. Reference to Monetary Figures.*

All references in this Plan to monetary figures shall refer to currency of the United States of America, unless otherwise expressly provided herein.

*F. Reference to the Debtors and the Reorganized Debtors.*

Except as otherwise specifically provided in this Plan to the contrary, references in this Plan to the Debtors or the Reorganized Debtors shall mean the Debtors and the Reorganized Debtors, as applicable, to the extent the context requires.

*G. Controlling Document.*

In the event of an inconsistency between this Plan and the Disclosure Statement, the terms of this Plan shall control in all respects. In the event of an inconsistency between this Plan and the Plan Supplement, the terms of the relevant provision in the Plan Supplement shall control (unless stated otherwise in such Plan Supplement document or in the Confirmation Order). In the event of an inconsistency between the Confirmation Order and this Plan (including the Plan Supplement), the Confirmation Order shall control.

*H. Nonconsolidated Plan.*

Although for purposes of administrative convenience and efficiency this Plan has been filed as a joint plan for each of the Debtors and presents together Classes of Claims against, and Interests in, the Debtors, this Plan does not provide for the substantive consolidation of any of the Debtors.

*I. Consultation, Notice, Information, and Consent Rights.*

Notwithstanding anything herein to the contrary, all consultation, information, notice, and consent rights of the parties to the DIP Documents, and as set forth in the Restructuring Term Sheet, with respect to the form and

substance of this Plan, all exhibits to this Plan, the Plan Supplement, and all other Definitive Documents, including any amendments, restatements, supplements, or other modifications to such agreements and documents, and any consents, waivers, or other deviations under or from any such documents, shall be incorporated herein by this reference (including to the applicable definitions in Article I.A hereof) and fully enforceable as if stated in full herein.

Failure to reference the rights referred to in the immediately preceding paragraph as such rights relate to any document referenced in the DIP Documents or the Restructuring Term Sheet, as applicable, shall not impair such rights and obligations.

## ARTICLE II. ADMINISTRATIVE CLAIMS, PRIORITY CLAIMS, AND RESTRUCTURING EXPENSES

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims, DIP Amendment Claims, DIP Claims, Professional Fee Claims, and Priority Tax Claims have not been classified and, thus, are excluded from the Classes of Claims and Interests set forth in Article III hereof.

### *A. Administrative Claims.*

Unless otherwise agreed to by the Holder of an Allowed Administrative Claim and the Debtors or the Reorganized Debtors, as applicable, each Holder of an Allowed Administrative Claim (other than Holders of DIP Amendment Claims, DIP Claims, Cash Management Superpriority Claims, L/C Superpriority Claims, Professional Fee Claims, Restructuring Expenses, and Claims for fees and expenses pursuant to section 1930 of chapter 123 of title 28 of the United States Code) will receive in full and final satisfaction of its Administrative Claim an amount of Cash equal to the amount of such Allowed Administrative Claim in accordance with the following: (1) if an Administrative Claim is Allowed on or prior to the Effective Date, on the Effective Date or as soon as reasonably practicable thereafter (or, if not then due, when such Allowed Administrative Claim is due or as soon as reasonably practicable thereafter); (2) if such Administrative Claim is not Allowed as of the Effective Date, no later than thirty (30) days after the date on which an order allowing such Administrative Claim becomes a Final Order, or as soon as reasonably practicable thereafter; (3) if such Allowed Administrative Claim is based on liabilities incurred by the Debtors in the ordinary course of their business after the Petition Date, in accordance with the terms and conditions of the particular transaction giving rise to such Allowed Administrative Claim without any further action by the Holders of such Allowed Administrative Claim; (4) at such time and upon such terms as may be agreed upon by such Holder and the Debtors or the Reorganized Debtors, as applicable; or (5) at such time and upon such terms as set forth in an order of the Bankruptcy Court.

Except as otherwise provided in this Article II.A of this Plan, requests for payment of Administrative Claims must be Filed with the Bankruptcy Court and served on the Debtors by the applicable Administrative Claims Bar Date.  **Holders of Administrative Claims that are required to, but do not, File and serve a request for payment of such Administrative Claims by such date shall be forever barred, estopped, and enjoined from asserting such Administrative Claims against the Debtors, their Estates, or their property, and such Administrative Claims shall be deemed discharged as of the Effective Date without the need for any objection from the Debtors or the Reorganized Debtors, as applicable, or any notice to or action, order, or approval of the Bankruptcy Court or any other Entity.** Objections to such requests, if any, must be Filed with the Bankruptcy Court and served on the Debtors and the requesting party by the Administrative Claims Objection Deadline. Notwithstanding the foregoing, no request for payment of an Administrative Claim need be Filed with the Bankruptcy Court with respect to an Administrative Claim previously Allowed.

### *B. DIP Amendment Claims.*

On the Effective Date, except to the extent that a Holder of an Allowed DIP Amendment Claim agrees to alternative treatment, and in full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed DIP Amendment Claim, each Holder of an Allowed DIP Amendment Claim (or its designated Affiliate, managed fund or account, or other designee) (i) shall receive its *pro rata* share of Exit Facility Takeback Loans under the Exit Facility, on a *pro rata* basis in accordance with the share of DIP Amendment Loans made by such DIP Amendment Lender, in an aggregate principal amount of up to \$20,000,000.00, (ii) shall be authorized to participate in the Exit Facility New Money Loans under the Exit Facility on a *pro rata* basis in accordance with the share of DIP

Amendment Loans made by such DIP Amendment Lender, in an aggregate principal amount of approximately \$72 million, or (iii) such other treatment as agreed in writing among the Debtors and the respective Holder of an Allowed DIP Amendment Claim, subject to the consent of the DIP Amendment Lenders. For the avoidance of doubt, only the holders of DIP Amendment Claims shall be authorized to provide new money loans under the Exit Facility and receive Exit Facility New Money Loans.

*C. DIP Claims.*

On the Effective Date, except to the extent that a Holder of an Allowed DIP Claim agrees to alternative treatment, and in full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed DIP Claim, each Holder of an Allowed DIP Claim (or its designated Affiliate, managed fund or account, or other designee) shall receive (i) its *pro rata* share of the DIP Equity Pool or (ii) such other treatment as agreed in writing among the Debtors and the respective Holder of an Allowed DIP Claim, subject to the consent of the AHG.

*D. Cash Management Superpriority Claims and L/C Superpriority Claims*

1. Cash Management Superpriority Claims

Except to the extent that a Holder of a Cash Management Superpriority Claim agrees to alternative treatment, on the Effective Date, each Holder of a Cash Management Superpriority Claim shall receive, in full and final satisfaction, settlement, release, and discharge of such Claim, payment in full in Cash.

2. L/C Superpriority Claims

Except to the extent that a Holder of an L/C Superpriority Claim agrees to alternative treatment, on or before the Effective Date, (a) the Stonebriar Letter of Credit shall be terminated and returned to the issuer thereof for cancellation, without any drawing thereunder, and the issuer thereof shall be released from all obligations and liabilities (including contingent) in connection therewith, in each case, in accordance with the Stonebriar Transaction Documents and pursuant to documentation in form and substance acceptable to the issuer thereof, and (b) each other L/C Superpriority Claim shall receive such treatment as agreed by and among the Debtors, the Holder of such L/C Superpriority Claim, and the AHG.

*E. Professional Fee Claims.*

1. Final Fee Applications and Payment of Professional Fee Claims.

All final requests for payment of Professional Fee Claims for services rendered and reimbursement of expenses incurred prior to the Confirmation Date must be Filed no later than forty-five (45) days after the Effective Date. The Bankruptcy Court shall determine the Allowed amounts of such Professional Fee Claims after notice and a hearing in accordance with the procedures established by the Bankruptcy Court. The Reorganized Debtors shall pay Professional Fee Claims in Cash in the amount the Bankruptcy Court allows, including from funds held in the Professional Fee Escrow Account. The Reorganized Debtors shall establish the Professional Fee Escrow Account in trust for the Professionals and fund such account with Cash equal to the Professional Fee Amount on the Effective Date.

2. Professional Fee Escrow Account.

No later than the Effective Date, the Debtors or the Reorganized Debtors, as applicable, shall establish and fund the Professional Fee Escrow Account with Cash equal to the Professional Fee Amount. The Professional Fee Escrow Account shall be maintained in trust solely for the Professionals. No Liens, claims, or interests shall encumber the Professional Fee Escrow Account or Cash held in the Professional Fee Escrow Account in any way. Such funds shall not be considered property of the Estates of the Debtors or the Reorganized Debtors, as applicable, on the Effective Date. The amount of Professional Fee Claims owing to the Professionals shall be paid in Cash to such Professionals by the Reorganized Debtors from the Professional Fee Escrow Account as soon as reasonably practicable after such Professional Fee Claims are Allowed. When all such Allowed amounts owing to Professionals have been

paid in full, any remaining amount in the Professional Fee Escrow Account shall promptly be paid to the Reorganized Debtors, without any further action or order of the Bankruptcy Court.

3. Professional Fee Amount.

Professionals shall reasonably estimate their unpaid Professional Fee Claims and other unpaid fees and expenses incurred in rendering services to the Debtors before and as of the Effective Date and shall deliver such estimates to the Debtors no later than three (3) Business Days before the Effective Date; *provided, however*, that such estimate shall not be deemed to limit the amount of the fees and expenses that are the subject of the Professional's final request for payment of Filed Professional Fee Claims. If a Professional does not provide an estimate, the Debtors or the Reorganized Debtors, as applicable, may estimate the unpaid and unbilled fees and expenses of such Professional.

4. Post-Effective Date Fees and Expenses.

Upon the Effective Date, any requirement that Professionals comply with sections 327–331, 363, and 1103 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date shall terminate, and the Debtors or the Reorganized Debtors, as applicable, may employ and pay any Professional in the ordinary course of business without any further notice to or action, order, or approval of the Bankruptcy Court.

*F. Priority Tax Claims.*

Except to the extent that a Holder of an Allowed Priority Tax Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Priority Tax Claim, each Holder of such Allowed Priority Tax Claim shall receive Cash equal to the full amount of its Claim or such other treatment in accordance with the terms set forth in section 1129(a)(9)(C) of the Bankruptcy Code.

*G. Payment of Restructuring Expenses.*

All unpaid Restructuring Expenses that are payable by the Debtors as of the Effective Date pursuant to the DIP Orders shall be paid in full in Cash on the Effective Date. The Restructuring Expenses incurred, or estimated to be incurred, up to and including the Effective Date, shall be paid in full in Cash (to the extent not previously paid during the course of the Chapter 11 Cases) in accordance with, and subject to, the terms set forth herein and in paragraph 15(f) of the DIP Orders, without any requirement to File a fee application with the Bankruptcy Court, without the need for itemized time detail, and without any requirement for Bankruptcy Court review or approval. All unpaid and not previously invoiced Restructuring Expenses shall be estimated prior to and as of the Effective Date, and such estimates shall be included in an invoice delivered to the Debtors, the U.S. Trustee, and counsel to the Committee at least three (3) Business Days before the anticipated Effective Date; *provided, however*, that such estimates shall not be considered an admission or limitation with respect to such Restructuring Expenses. After delivery of such invoices, the Debtors or the Reorganized Debtors (as applicable), the U.S. Trustee, and the Committee shall have ten (10) calendar days after such delivery to raise an objection thereto. Any objections raised by the Debtors or the Reorganized Debtors (as applicable), the U.S. Trustee, or the Committee with respect to the payment of the amounts in such invoices must be in writing and state with particularity the grounds therefor and must be submitted to the applicable professional. If an objection is timely raised, such objection shall be subject to resolution by the Bankruptcy Court. Pending such resolution as to any disputed portion (if any), the undisputed portion of any such fee and expense statement or invoice shall be paid promptly by the Debtors or the Reorganized Debtors (as applicable), without further order of the Court on the later of the Effective Date and the expiration of the review period. Within ten (10) Business Days after the Effective Date, final invoices for all previously estimated Restructuring Expenses incurred prior to and as of the Effective Date shall be submitted to the Reorganized Debtors, the U.S. Trustee, and counsel to the Committee. If a professional's actual Restructuring Expenses through the Effective Date are less than the amount received on account of its estimate (whether due to a dispute or otherwise), it shall promptly return the excess amount to the Reorganized Debtors or (in the sole discretion of the Reorganized Debtors) apply the excess amount against post-Effective Date Restructuring Expenses.

In addition, the Debtors and the Reorganized Debtors (as applicable) shall continue to pay, when due and payable in the ordinary course, Restructuring Expenses arising directly out of the implementation of this Plan and Consummation thereof (whether incurred before, on, or after the Effective Date) without any requirement for review or approval by the Bankruptcy Court or for any party to File a fee application with the Bankruptcy Court.

**ARTICLE III.  
CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS**

*A. Classification of Claims and Interests.*

This Plan constitutes a separate Plan proposed by each Debtor. Except for the Claims addressed in Article II of this Plan, all Claims and Interests are classified in the Classes set forth below in accordance with sections 1122 and 1123(a)(1) of the Bankruptcy Code. A Claim or an Interest, or any portion thereof, is classified in a particular Class only to the extent that any portion of such Claim or Interest qualifies within the description of that Class and is classified in other Classes to the extent that any portion of such Claim or Interest qualifies within the description of such other Classes. A Claim or an Interest also is classified in a particular Class for the purpose of receiving distributions under this Plan only to the extent that such Claim or Interest is an Allowed Claim or Interest in that Class and has not been paid, released, or otherwise satisfied prior to the Effective Date.

The classification of Claims against and Interests in the Debtors pursuant to this Plan is as follows:

| <b>Class</b> | <b>Claims and Interests</b> | <b>Status</b>            | <b>Voting Rights</b>   |
|--------------|-----------------------------|--------------------------|--|
| Class 1      | Other Secured Claims        | Unimpaired               | Not Entitled to Vote (Deemed to Accept)  |
| Class 2      | Other Priority Claims       | Unimpaired               | Not Entitled to Vote (Deemed to Accept)  |
| Class 3      | ABL Claims                  | Unimpaired               | Not Entitled to Vote (Deemed to Accept)  |
| Class 4      | Term Loan Claims            | Impaired                 | Entitled to Vote   |
| Class 5      | General Unsecured Claims    | Impaired                 | Not Entitled to Vote (Deemed to Reject)  |
| Class 6      | Section 510(b) Claims       | Impaired                 | Not Entitled to Vote (Deemed to Reject)  |
| Class 7      | Intercompany Claims         | Unimpaired /<br>Impaired | Not Entitled to Vote (Deemed to Accept) /<br>Not Entitled to Vote (Deemed to Reject) |
| Class 8      | Intercompany Interests      | Unimpaired /<br>Impaired | Not Entitled to Vote (Deemed to Accept) /<br>Not Entitled to Vote (Deemed to Reject) |
| Class 9      | Existing Equity Interests   | Impaired                 | Not Entitled to Vote (Deemed to Reject)  |

*B. Treatment of Claims and Interests.*

Each Holder of an Allowed Claim or Allowed Interest, as applicable, shall receive under this Plan the treatment described below in full and final satisfaction, settlement, release, and discharge of and in exchange for such Holder's Allowed Claim or Allowed Interest, except to the extent different treatment is agreed to by the Reorganized Debtors, and the Holder of such Allowed Claim or Allowed Interest, as applicable. Unless otherwise indicated, the Holder of an Allowed Claim or Allowed Interest, as applicable, shall receive such treatment on the Effective Date or as soon as reasonably practicable thereafter.

1. Class 1 - Other Secured Claims

- (a) *Classification:* Class 1 consists of all Other Secured Claims.

- (b) *Treatment:* Except to the extent that a Holder of an Allowed Other Secured Claim agrees to less favorable treatment, each Holder of an Allowed Other Secured Claim shall receive, in full and final satisfaction, settlement, release, and discharge of such Claim and, at the option of the Debtors and the AHG, either:
  - (i) payment in full in Cash of its Allowed Other Secured Claim;
  - (ii) delivery of the collateral securing such Allowed Other Secured Claim;
  - (iii) Reinstatement of its Allowed Other Secured Claim pursuant to section 1124 of the Bankruptcy Code; or
  - (iv) such other treatment rendering its Allowed Other Secured Claim Unimpaired in accordance with section 1124 of the Bankruptcy Code.
- (c) *Voting:* Class 1 is Unimpaired under this Plan. Holders of Allowed Other Secured Claims are conclusively deemed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Allowed Other Secured Claims are not entitled to vote to accept or reject this Plan.

2. Class 2 – Other Priority Claims

- (a) *Classification:* Class 2 consists of all Other Priority Claims.
- (b) *Treatment:* Except to the extent that a Holder of an Allowed Other Priority Claim agrees to less favorable treatment of its Allowed Claim, each Holder of an Allowed Other Priority Claim shall receive, in full and final satisfaction, settlement, release, and discharge of such Allowed Other Priority Claim, Cash in an amount equal to such Allowed Other Priority Claim or such other treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.
- (c) *Voting:* Class 2 is Unimpaired under this Plan. Holders of Allowed Other Priority Claims are conclusively deemed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Allowed Other Priority Claims are not entitled to vote to accept or reject this Plan.

3. Class 3 – ABL Claims

- (a) *Classification:* Class 3 consists of all ABL Claims.
- (b) *Allowance:* : All ABL Claims shall be Allowed in the aggregate principal amount of revolving loans and the aggregate face amount of undrawn letters of credit outstanding as of the Effective Date, plus any and all unpaid interest, fees, premiums, and all other obligations, amounts, and expenses due and owing under the ABL Credit Agreement or related documents (including post-petition interest at the rate set forth in the DIP Orders) as of the Effective Date; *provided* that, for the avoidance of doubt, any such amounts that constitute Cash Management Superpriority Claims or L/C Superpriority Claims shall be treated as such as set forth herein.
- (c) *Treatment:* On the Effective Date, except to the extent that a Holder of an Allowed ABL Claim agrees to less favorable treatment, each Holder of an Allowed ABL Claim (or its designated Affiliate, managed fund or account, or other designee) shall receive, in full and final satisfaction, settlement, release, and discharge of such Allowed ABL Claim, such treatment as agreed by and among the Debtors, the ABL Agent, the ABL Lenders, and the AHG.

- (d) *Voting:* Class 3 is Unimpaired under this Plan. Holders of Allowed ABL Claims are conclusively deemed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Allowed ABL Claims are not entitled to vote to accept or reject this Plan.

4. Class 4 – Term Loan Claims

- (a) *Classification:* Class 4 consists of all Term Loan Claims.
- (b) *Allowance:* The Term Loan Claims shall be Allowed in the aggregate principal amount of approximately \$290,758,564.53, plus any and all unpaid interest, fees, premiums, and all other obligations, amounts, and expenses due and owing under the Term Loan Credit Agreement or related documents (including post-petition interest at the default contract rate) as of the Effective Date.
- (c) *Treatment:* On or prior to the Effective Date, as applicable, except to the extent that a Holder of an Allowed Term Loan Claim agrees to less favorable treatment, each Holder of an Allowed Term Loan Claim (or its designated Affiliate, managed fund or account, or other designee) shall receive, in full and final satisfaction, settlement, release, and discharge of such Term Loan Claim its *pro rata* share of (i) the Term Loan Equity Pool, subject to dilution by the New Common Stock issued on account of the Management Incentive Plan; (ii) the Liquidating Trust A Beneficial Interests; and (iii) the Liquidating Trust B Beneficial Interests.
- (d) *Voting.* Class 4 is Impaired under this Plan, and Holders of Allowed Term Loan Claims are entitled to vote to accept or reject this Plan.

5. Class 5 – General Unsecured Claims

- (a) *Classification:* Class 5 consists of all General Unsecured Claims.
- (b) *Treatment:* On the Effective Date, all General Unsecured Claims will be cancelled, released, discharged, and extinguished and will be of no further force or effect, and Holders of General Unsecured Claims will not receive any distribution on account of such General Unsecured Claims. For the avoidance of doubt, each Holder of a Sponsor Claim has agreed to waive such Holder's right to receive any distribution on account of such Sponsor Claim.
- (c) *Voting:* Class 5 is Impaired under this Plan. Holders of Allowed General Unsecured Claims are conclusively deemed to have rejected this Plan under section 1126(g) of the Bankruptcy Code. Therefore, Holders of Allowed General Unsecured Claims are not entitled to vote to accept or reject this Plan.

6. Class 6 – Section 510(b) Claims

- (a) *Classification:* Class 6 consists of all Section 510(b) Claims.
- (b) *Treatment:* On the Effective Date, all Section 510(b) Claims will be cancelled, released, discharged, and extinguished and will be of no further force or effect, and Holders of Section 510(b) Claims will not receive any distribution on account of such Section 510(b) Claims.
- (c) *Voting:* Class 6 is Impaired under this Plan. Holders of Allowed Section 510(b) Claims are conclusively deemed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Allowed Section 510(b) Claims are not entitled to vote to accept or reject this Plan.

7. Class 7 – Intercompany Claims

- (a) *Classification:* Class 7 consists of all Intercompany Claims.
- (b) *Treatment:* Each Allowed Intercompany Claim shall be, at the option of the applicable Debtor or Reorganized Debtor, with the consent of the AHG, either:
  - (i) Reinstated; or
  - (ii) set off, settled, discharged, distributed, contributed, canceled, or released without any distribution on account of such Intercompany Claims, or otherwise addressed at the option of the Reorganized Debtors.
- (c) *Voting:* Class 7 is (i) Unimpaired if Intercompany Claims are Reinstated or (ii) Impaired if Intercompany Claims are cancelled. Holders of Intercompany Claims are conclusively deemed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code or rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code, as applicable. Therefore, Holders of Intercompany Claims are not entitled to vote to accept or reject this Plan.

8. Class 8 – Intercompany Interests

- (a) *Classification:* Class 8 consists of all Intercompany Interests.
- (b) *Treatment:* On the Effective Date, Intercompany Interests shall be, at the option of the applicable Debtor or Reorganized Debtor, with the consent of the AHG, either:
  - (i) Reinstated; or
  - (ii) set off, settled, discharged, distributed, contributed, canceled, or released without any distribution on account of such Intercompany Interests, or otherwise addressed at the option of the Reorganized Debtors.
- (c) *Voting:* Class 8 is (i) Unimpaired if the Intercompany Interests are Reinstated or (ii) Impaired if Intercompany Interests are cancelled. Holders of Intercompany Interests are conclusively deemed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code or rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code, as applicable. Therefore, Holders of Intercompany Interests are not entitled to vote to accept or reject this Plan.

9. Class 9 – Existing Equity Interests

- (a) *Classification:* Class 9 consists of all Existing Equity Interests.
- (b) *Treatment:* On the Effective Date, all Existing Equity Interests shall be cancelled, released, extinguished, and discharged and will be of no further force or effect. Holders of Interests shall receive no recovery or distribution on account of their Existing Equity Interests.
- (c) *Voting:* Class 9 is Impaired under this Plan. Holders of Allowed Existing Equity Interests are conclusively deemed to have rejected this Plan under section 1126(g) of the Bankruptcy Code. Therefore, Holders of Allowed Existing Equity Interests are not entitled to vote to accept or reject this Plan.

*C. Special Provision Governing Unimpaired Claims.*

Except as otherwise provided in this Plan or the DIP Orders, nothing under this Plan shall affect the rights of the Debtors or the Reorganized Debtors, as applicable, regarding any Unimpaired Claims, including all rights regarding legal and equitable defenses to, or setoffs or recoupments against, any such Unimpaired Claims.

*D. Elimination of Vacant Classes.*

Any Class of Claims or Interests that does not have a Holder of an Allowed Claim or Allowed Interest or a Claim or Interest temporarily Allowed by the Bankruptcy Court as of the date of the Combined Hearing shall be deemed eliminated from this Plan for purposes of voting to accept or reject this Plan and for purposes of determining acceptance or rejection of this Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

*E. [Reserved]*

*F. Intercompany Interests.*

To the extent Reinstated under this Plan, distributions on account of Intercompany Interests are not being received by Holders of such Intercompany Interests on account of their Intercompany Interests but for the purposes of administrative convenience, for the ultimate benefit of the Holders of New Common Stock, and in exchange for the agreement of the Debtors and/or the Reorganized Debtors, as applicable, under this Plan to make certain distributions to the Holders of Allowed Claims.

*G. Confirmation Pursuant to Sections 1129(a)(10) and 1129(b) of the Bankruptcy Code.*

Section 1129(a)(10) of the Bankruptcy Code shall be satisfied for purposes of Confirmation by acceptance of this Plan by one or more of the Classes entitled to vote pursuant to Article III.B of this Plan. The Debtors shall seek Confirmation of this Plan pursuant to section 1129(b) of the Bankruptcy Code with respect to any rejecting Class of Claims or Interests. Subject to the consent rights set forth in the DIP Documents and the consent of the AHG, the Debtors reserve the right to modify this Plan in accordance with Article X of this Plan to the extent that Confirmation pursuant to section 1129(b) of the Bankruptcy Code requires modification, including by modifying the treatment applicable to a Class of Claims or Interests to render such Class of Claims or Interests Unimpaired to the extent permitted by the Bankruptcy Code and the Bankruptcy Rules.

*H. Controversy Concerning Impairment.*

If a controversy arises as to whether any Claims or Interests, or any Class of Claims or Interests, are Impaired, the Bankruptcy Court shall, after notice and a hearing, determine such controversy on or before the Confirmation Date.

*I. Subordinated Claims.*

The allowance, classification, and treatment of all Allowed Claims and Allowed Interests and their respective distributions and treatments under this Plan take into account and conform to the relative priority and rights of the Claims and 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 section 510 of the Bankruptcy Code, and subject to the consent rights set forth in the DIP Documents and the consent of the AHG, the Reorganized Debtors reserve the right to re-classify any Allowed Claim or Allowed Interest in accordance with any contractual, legal, or equitable subordination relating thereto.

**ARTICLE IV.  
MEANS FOR IMPLEMENTATION OF THE PLAN**

*A. General Settlement of Claims and Interests.*

To the greatest extent permissible under the Bankruptcy Code, and in consideration of 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 Interests and controversies resolved pursuant to this Plan. To the greatest extent permissible under the Bankruptcy Code, this Plan shall be deemed a motion to approve the good faith compromise and settlement of all such Claims, Interests, and controversies, and entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of such compromise and settlement, as well as a finding by the Bankruptcy Court that such settlement and compromise is fair, equitable, reasonable, and in the best interests of the Debtors, their Estates, and Holders of Claims and Interests. Subject to Article VI hereof, all distributions made to Holders of Allowed Claims and Allowed Interests (as applicable) in any Class are intended to be and shall be final.

*B. Restructuring Transactions.*

Before, on, and after the Effective Date, the Debtors or the Reorganized Debtors, as applicable, shall consummate the Restructuring Transactions in accordance with the Restructuring Transactions Memorandum and may take all actions (which, for the avoidance of doubt, shall be subject to the prior written consent of the AHG and the ABL Agent (not to be unreasonably withheld, conditioned, or delayed)) as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate this Plan that are consistent with and pursuant to the terms and conditions of this Plan, including, as applicable: (i) the execution and delivery of any appropriate agreements or other documents of merger, consolidation, restructuring, conversion, disposition, transfer, formation, organization, dissolution, or liquidation containing terms that are consistent with the terms of this Plan, the Plan Supplement, and the other Definitive Documents; (ii) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, debt, or obligation on terms consistent with the terms of this Plan, the Plan Supplement, and the other Definitive Documents; (iii) the execution, delivery, and filing, if applicable, of appropriate certificates or articles of incorporation, formation, reincorporation, merger, consolidation, conversion, or dissolution pursuant to applicable state law; (iv) the execution and delivery of the Exit Facility Documents and entry into the Exit Facility; (v) the execution and delivery of the New ABL Facility Documents and entry into the New ABL Facility; (vi) the issuance and distribution of the New Common Stock as set forth in this Plan; (vii) the execution and delivery of the New Organizational Documents and any certificates or articles of incorporation, bylaws, or such other applicable formation documents (if any) of each Reorganized Debtor (including all actions to be taken, undertakings to be made, obligations to be incurred, and fees and expenses to be paid by the Debtors and/or the Reorganized Debtors, as applicable); (viii) such other transactions that, in the reasonable business judgment of the Debtors or the Reorganized Debtors, as applicable, and the AHG, are required to effectuate the Restructuring Transactions; and (ix) all other actions that the applicable Entities determine to be necessary or appropriate, including making filings or recordings that may be required by applicable law. Notwithstanding anything to the contrary contained in this Plan, to the greatest extent possible, the Restructuring Transactions contemplated herein shall be implemented in the most tax efficient manner as agreed upon by the Debtors and the AHG.

The Confirmation Order shall and shall be deemed to, pursuant to sections 105, 363, 1123, and 1141 of the Bankruptcy Code, authorize, among other things, all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate this Plan.

*C. The Reorganized Debtors.*

On the Effective Date, the New Board shall be established, and each Reorganized Debtor shall adopt its New Organizational Documents. The Reorganized Debtors shall be authorized to adopt any other agreements, documents, and instruments and to take any other actions contemplated under this Plan as necessary to consummate this Plan.

*D. Sources of Consideration for Plan Distributions.*

The Debtors shall fund or make distributions under this Plan, as applicable, with: (a) the issuance of the Exit Facility New Money Loans and the Exit Facility Takeback Loans under the Exit Facility, (b) the New ABL Facility, (c) the New Common Stock, and (d) the Debtors' Cash on hand. Each distribution and issuance referred to in Article VI of this Plan shall be governed by the terms and conditions set forth in this Plan applicable to such distribution or issuance and by the terms and conditions of the instruments or other documents evidencing or relating to such distribution or issuance, which terms and conditions shall bind each Entity receiving such distribution or issuance. The issuance, distribution, or authorization, as applicable, of certain Securities in connection with this Plan, including the New Common Stock, will be exempt from Securities Act registration, as described more fully in Article IV.H below.

1. Use of Cash.

The Debtors or Reorganized Debtors, as applicable, shall use Cash on hand and proceeds of the DIP Facility and the Exit Facility to fund distributions to certain Holders of Allowed Claims, consistent with the terms of this Plan.

2. Exit Facility.

On the Effective Date, one or more of the Reorganized Debtors or an affiliate thereof shall enter into the Exit Facility Credit Agreement. Confirmation of this Plan shall be deemed approval of the Exit Facility and the Exit Facility Documents, as applicable, and all transactions contemplated thereby; all actions to be taken, undertakings to be made, and obligations to be incurred by the Reorganized Debtors in connection therewith, including the payment of all fees, indemnities, expenses, and other payments provided for therein; and authorization for the Reorganized Debtors to enter into and execute the Exit Facility Documents and such other documents as may be required to effectuate the treatment afforded by the Exit Facility. Each Holder (or its designated Affiliate, managed fund or account, or other designee) receiving a participation in the Exit Facility shall execute any signature pages required with respect to the Exit Facility Documents.

The Exit Facility Documents shall constitute legal, valid, binding, and authorized joint and several obligations of the applicable Reorganized Debtors, enforceable in accordance with their respective terms, and such obligations shall, pursuant to and in accordance with the findings of fact and conclusions of law set forth in the Confirmation Order, not be enjoined or subject to discharge, impairment, release, avoidance, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever under applicable law, the Plan, or the Confirmation Order and shall not constitute preferential transfers, fraudulent transfers or conveyances or other voidable transfers under the Bankruptcy Code or any non-bankruptcy law. The financial accommodations to be extended pursuant to the Exit Facility Documents are reasonable and are being extended, and shall be deemed to have been extended, in good faith and for legitimate business purposes.

On the Effective Date, all of the Liens and security interests securing the Exit Facility and the obligations in connection therewith: (a) shall be deemed to be approved by the Bankruptcy Court and granted by the applicable Reorganized Debtor; (b) shall be legal, binding, and enforceable Liens on, and security interests in, the collateral described in the Exit Facility Documents; (c) shall be deemed automatically perfected on the Effective Date, without the need for any further filing, recordation, approval, consent or other action (d) shall constitute first priority liens, subject only to such Liens and security interests as may be permitted to be senior to the Exit Facility under the Exit Facility Documents; and (e) shall, pursuant to and in accordance with the findings of fact and conclusions of law set forth in the Confirmation Order, not be enjoined or subject to discharge, impairment, release, avoidance, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever and shall not constitute preferential transfers, fraudulent transfers or conveyances, or other voidable transfers under the Bankruptcy Code or any applicable non-bankruptcy law.

The Reorganized Debtors (excluding the Wheel Ends Debtors) and the Persons and Entities granted such Liens and security interests shall be authorized to make all filings and recordings, to obtain all governmental approvals and consents, and to take any other actions necessary to establish and perfect such Liens and security interests under the provisions of the applicable state, federal, or other law (whether domestic or foreign) that would be applicable in the absence of this Plan and the Confirmation Order (it being understood that attachment and perfection shall occur

automatically on and as of the Effective Date (to the extent not perfected prior to the Effective Date) by virtue of the entry of the Confirmation Order, and any such filings, recordings, approvals, and consents shall not be required) and the Reorganized Debtors will thereafter cooperate with such secured parties to make all other filings and recordings that otherwise would be necessary under applicable law to give notice of such Liens and security interests to third parties.

3. New Common Stock.

Reorganized Topco shall be authorized to issue a certain number of shares of New Common Stock pursuant to its New Organizational Documents and any options or other equity awards, if any, reserved for the Management Incentive Plan. Except as set forth in this Plan, the issuance of the New Common Stock, including any equity awards reserved under the Management Incentive Plan, to the extent applicable, shall be authorized without the need for any further corporate action or without any further action by the Debtors or Reorganized Debtors. On the Effective Date, the New Common Stock shall be issued and distributed pursuant to, and in accordance with, this Plan.

All of the shares of New Common Stock issued pursuant to this Plan shall be duly authorized, validly issued, fully paid, and non-assessable. Each distribution and issuance referred to in Article VI hereof shall be governed by the terms and conditions set forth in this Plan applicable to such distribution or issuance and by the terms and conditions of the instruments evidencing or relating to such distribution or issuance, including the New Organizational Documents, which terms and conditions shall bind each Entity receiving such distribution or issuance. Any Entity's acceptance of New Common Stock shall be deemed to constitute its agreement to the New Organizational Documents, as the same may be amended or modified from time to time following the Effective Date in accordance with their terms, without the need for execution by any party thereto other than the applicable Reorganized Debtor(s).

As a condition to receiving the New Common Stock, all recipients of New Common Stock shall be required to execute and deliver signature pages to the New Organizational Documents, as applicable; *provided* that acceptance of such New Common Stock constitutes deemed acceptance and consent to the terms of the New Organizational Documents, without the need for execution by any party thereto. For the avoidance of doubt, the Reorganized Debtors, including Reorganized Topco, may waive any requirement to receive executed signature pages to the New Organizational Documents. The New Organizational Documents will be effective as of the Effective Date, and, as of such date, will be deemed to be valid, binding, and enforceable in accordance with its terms, and each holder of New Common Stock will be bound thereby in all respects. The New Common Stock will not be required to be registered under the Securities Act, to be listed on any securities exchange as of the Effective Date or to have met any eligibility requirements of The Depository Trust Company or any other securities depository. For the avoidance of doubt, as a result of the issuance and distribution of the New Common Stock or any other securities that may be issued in accordance with the Plan, the Reorganized Debtors shall not be voluntarily subjected to any reporting requirements promulgated by the SEC. Additional information relating to the applicability of the securities law is available in Article IV.

4. The New ABL Facility.

On the Effective Date, certain of the Reorganized Debtors (as agreed by and among the AHG and ABL Lenders) shall enter into the New ABL Facility on the terms set forth in the New ABL Facility Documents. To the extent not already approved, Confirmation shall be deemed approval of the New ABL Facility and the New ABL Facility Documents, and all transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred by the Reorganized Debtors in connection therewith, including the payment of all fees, indemnities, expenses, and other payments provided for therein and authorization of the Reorganized Debtors to enter into and execute the New ABL Credit Agreement, and such other New ABL Facility Documents as may be required to effectuate the New ABL Facility.

The New ABL Facility Documents shall constitute legal, valid, binding, and authorized joint and several obligations of the applicable Reorganized Debtors, enforceable in accordance with their respective terms, and such obligations shall, pursuant to and in accordance with the findings of fact and conclusions of law set forth in the Confirmation Order, not be enjoined or subject to discharge, impairment, release, avoidance, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever under applicable law, the Plan, or the Confirmation Order and shall not constitute preferential transfers, fraudulent transfers or conveyances or other

voidable transfers under the Bankruptcy Code or any non-bankruptcy law. The financial accommodations to be extended pursuant to the New ABL Facility Documents are reasonable and are being extended, and shall be deemed to have been extended, in good faith and for legitimate business purposes.

On the Effective Date, all of the Liens and security interests securing the New ABL Facility and the obligations in connection therewith: (a) shall be deemed to be approved by the Bankruptcy Court and granted by the applicable Reorganized Debtor; (b) shall be legal, binding, non-avoidable and enforceable Liens on, and security interests in, the collateral described in the New ABL Facility Documents; (c) shall be deemed automatically perfected on or prior to the Effective Date, without the need for any further filing, recordation, approval, consent or other action (d) shall constitute first priority liens, subject only to such Liens and security interests as may be permitted to be senior to the New ABL Facility under the New ABL Facility Documents; and (e) shall, pursuant to and in accordance with the findings of fact and conclusions of law set forth in the Confirmation Order, not be enjoined or subject to discharge, impairment, release, avoidance, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever and shall not constitute preferential transfers, fraudulent transfers or conveyances, or other voidable transfers under the Bankruptcy Code or any applicable non-bankruptcy law.

To the extent not already approved, the Reorganized Debtors and the Persons and Entities granted such Liens and security interests shall be authorized to make all filings and recordings, to obtain all governmental approvals and consents, and to take any other actions necessary to establish and perfect such Liens and security interests under the provisions of the applicable state, federal, or other law (whether domestic or foreign) that would be applicable in the absence of this Plan and the Confirmation Order (it being understood that attachment and perfection shall occur automatically on and as of the Effective Date (to the extent not perfected prior to the Effective Date) by virtue of the entry of the Confirmation Order, and any such filings, recordings, approvals, and consents shall not be required) and the Reorganized Debtors will thereafter cooperate with such secured parties to make all other filings and recordings that otherwise would be necessary under applicable law to give notice of such Liens and security interests to third parties.

#### 5. Liquidating Trusts.

This Article IV.D.5 shall apply only if and to the extent that the Debtors or the Reorganized Debtors, as applicable, make a reasonable determination, with the consent of the AHG, that the formation and administration of the Liquidating Trusts (including the disposition of any assets by the Liquidating Trusts) and transfer of the Liquidating Trust Assets thereto can, in each case, be accomplished in accordance with all applicable law and without triggering material tax liabilities that may not be satisfied by the Debtors or the Reorganized Debtors or the applicable Liquidating Trust, as applicable. If the Debtors or the Reorganized Debtors, with the consent of the AHG, determine that the immediately preceding conditions are not satisfied and, therefore, the Liquidating Trusts shall not be formed, the Debtor or the Reorganized Debtors, as applicable, and the AHG shall use commercially reasonable best efforts to determine an alternative transaction or series of transactions to deliver the reasonable economic equivalent of the Liquidating Trust Beneficial Interests to Holders of Term Loan Claims, which alternative transaction(s) shall be subject to the consent of the AHG.

If the Debtors, with the consent of the AHG and solely to the extent the conditions in the preceding paragraph are satisfied, form the Liquidating Trusts, on the Effective Date, the Liquidating Trusts will be formed for the benefit of the Liquidating Trust Beneficiaries, as determined by this Plan and the Liquidating Trust Agreements, to administer and distribute the Liquidating Trust Assets. The Liquidating Trusts shall be established for the primary purpose of liquidating the Liquidating Trust Assets and distributing the proceeds thereof in accordance with the Plan and the Liquidating Trust Agreements, with no objective to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary to, and consistent with, the purpose of the Liquidating Trust, and is otherwise intended to comply with the ruling guidelines set forth in Revenue Procedure 94-45, 1994-2 C.B. 684. Upon the transfer of the Liquidating Trust Assets to the Liquidating Trusts, the Reorganized Debtors will have no reversionary or further interest in or with respect to the Liquidating Trust Assets. To the extent Liquidating Trust Beneficial Interests are deemed to be “securities” as defined in section 2(a)(1) of the Securities Act, section 101 of the Bankruptcy Code, and applicable state securities laws, the Debtors intend that the exemption provisions of section 1145 of the Bankruptcy Code will apply to such Liquidating Trust Beneficial Interests.

Prior to any transfer of the Liquidating Trust Assets to the Liquidating Trusts, the Reorganized Debtors, subject to the sole consent of the AHG, may designate trustees for the Liquidating Trusts for the purposes of administering the Liquidating Trust Assets; *provided* that the AHG shall consult with Stonebriar regarding the designation of the trustee for Liquidating Trust A.

The reasonable costs and expenses of the trustees shall be paid from the respective Liquidating Trusts. For the avoidance of doubt, nothing in this Article IV.D.5 or elsewhere in this Plan shall be construed to require the formation of the Liquidating Trusts if not provided for in the Restructuring Transactions Memorandum, and in all events the assets that are proposed to be transferred to any applicable Liquidating Trust shall be subject to the terms of the Restructuring Transactions Memorandum.]

(a) Liquidating Trust Treatment.

Subject to any applicable law or definitive guidance from the IRS or a court of competent jurisdiction to the contrary, and other than with respect to any potential disputed claims of ownership or uncertain distributions, the Debtors intend to treat the Liquidating Trusts as “liquidating trusts” under section 301.7701-4(d) of the Treasury Regulations and grantor trusts under section 671 of the Tax Code with the Liquidating Trust Beneficiaries treated as grantors and owners of each Liquidating Trust, and the trustee of each Liquidating Trust will take a position on such Liquidating Trust’s tax return accordingly. For U.S. federal income tax purposes, all parties shall treat the transfer of the applicable Liquidating Trust Assets by the Debtors (or Reorganized Debtors, as applicable) to each Liquidating Trust, as set forth in the Liquidating Trust Agreements, as follows: (a) a first-step transfer of such Liquidating Trust Assets to the Holders of the applicable Claims, followed by (b) a second-step transfer by such Holders to such Liquidating Trust in exchange for Liquidating Trust A Beneficial Interests or Liquidating Trust B Beneficial Interests, as applicable. Accordingly, the Liquidating Trust Beneficiaries shall be treated for U.S. federal income tax purposes as the grantors and owners of their respective share of the applicable Liquidating Trust Assets. The foregoing treatment shall also apply, to the extent permitted by applicable law, for state and local income tax purposes.

No request for a ruling from the IRS will be sought on the classification of the Liquidating Trusts. Accordingly, there can be no assurance that the IRS would not take a contrary position to the classification of the Liquidating Trusts. If the IRS were to successfully challenge the classification of a Liquidating Trust as a grantor trust, the federal income tax consequences to such Liquidating Trust and the Liquidating Trust Beneficiaries could vary from those discussed in the Plan (including the potential for an entity-level tax). For example, the IRS could characterize such Liquidating Trust as a so-called “complex trust” subject to a separate entity-level tax on its earnings, except to the extent that such earnings are distributed during the taxable year.

As soon as possible after the transfer of the Liquidating Trust Assets to the Liquidating Trusts, the trustee(s) of the Liquidating Trusts shall make a good faith valuation of the Liquidating Trust Assets. This valuation will be made available from time to time, as relevant for tax reporting purposes. Each of the Debtors, the trustee(s) of the Liquidating Trusts, and the Holders of Claims receiving interests in the Liquidating Trusts shall take consistent positions with respect to the valuation of the Liquidating Trust Assets, and such valuations shall be utilized for all U.S. federal income tax purposes.

Allocations of taxable income and loss of each Liquidating Trust among the Liquidating Trust Beneficiaries shall be determined, as closely as possible, by reference to the amount of distributions that would be received by each such Liquidating Trust Beneficiary if such Liquidating Trust had sold all of its assets at their tax book value and distributed the proceeds to Liquidating Trust Beneficiaries, adjusted for prior taxable income and loss and taking into account all prior and concurrent distributions from such Liquidating Trust. The tax book value of the Liquidating Trust Assets shall equal their fair market value on the date of the transfer of the Liquidating Trust Assets to the Liquidating Trusts, adjusted in accordance with tax accounting principles prescribed by the Tax Code, applicable Treasury Regulations, and other applicable administrative and judicial authorities and pronouncements.

Each Liquidating Trust shall in no event be dissolved later than 5 years from the creation of such Liquidating Trust unless the Bankruptcy Court, upon motion within the 6-month period prior to the fifth anniversary (or within the 6-month period prior to the end of an extension period), determines that a fixed period extension (not to exceed 5 years, together with any prior extensions, without a favorable private letter ruling from the IRS or an opinion of counsel satisfactory to the trustee of such Liquidating Trust that any further extension would not adversely affect the

status of the trust as a liquidating trust for U.S. federal income tax purposes) is necessary to facilitate or complete the recovery and liquidation of the applicable Liquidating Trust Assets.

Each Liquidating Trust will file annual information tax returns with the IRS as a grantor trust pursuant to section 1.671-4(a) of the Treasury Regulations that will include information concerning certain items relating to the holding or disposition (or deemed disposition) of the applicable Liquidating Trust Assets (e.g., income, gain, loss, deduction and credit). Each Liquidating Trust Beneficiary holding a Liquidating Trust Beneficial Interest will receive a copy of the information returns and must report on its federal income tax return its share of all such items. The information provided by each Liquidating Trust will pertain to Liquidating Trust Beneficiaries who receive their Liquidating Trust Beneficial Interests in such Liquidating Trust in connection with the Plan.

(b) Disputed Ownership Fund Treatment.

With respect to any of the Liquidating Trust Assets that are subject to potential disputed claims of ownership or uncertain distributions, or to the extent “liquidating trust” treatment is otherwise unavailable or not elected to be applied with respect to a Liquidating Trust, such Liquidating Trust Assets may be subject to disputed ownership fund treatment under section 1.468B-9 of the Treasury Regulations, and if this is the case, the Debtors intend that any appropriate elections with respect thereto shall be made, and that such treatment will also be applied to the extent possible for state and local tax purposes. Under such treatment, a separate federal income tax return shall be filed with the IRS for any such account. Any taxes (including with respect to interest, if any, earned in the account) imposed on such account shall be paid out of the assets of the respective account (and reductions shall be made to amounts disbursed from the account to account for the need to pay such taxes).

*E. Corporate Existence.*

Except as otherwise provided in this Plan, each Debtor shall continue to exist after the Effective Date as a separate corporation, limited liability company, partnership, or other form, as the case may be, with all the powers of a corporation, limited liability company, partnership, or other form, as the case may be, pursuant to the applicable law in the jurisdiction in which such Debtor is incorporated or formed and pursuant to the certificate of incorporation and bylaws (or other formation documents) in effect prior to the Effective Date, except to the extent such certificate of incorporation and bylaws (or other formation documents) are amended under this Plan or otherwise, and to the extent such documents are amended, such documents are deemed to be amended pursuant to this Plan and require no further action or approval (other than any requisite filings required under applicable state, provincial, or federal law). On or after the Effective Date, the respective certificate of incorporation and bylaws (or other formation documents) of one or more of the Reorganized Debtors may be amended or modified on the terms therein without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules. On or after the Effective Date, one or more of the Reorganized Debtors may be disposed of, dissolved, wound down, or liquidated without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

*F. Plan Implementation.*

On and after the Effective Date, except as otherwise provided in this Plan, the Reorganized Debtors may operate their businesses and may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules; *provided*, that the Bankruptcy Court shall retain jurisdiction to resolve any cases, controversies, suits, disputes, or Causes of Action that may arise in connection with any of the foregoing.

*G. New Organizational Documents.*

On or immediately prior to the Effective Date, except as otherwise provided in this Plan and subject to local Law requirements, the New Organizational Documents shall be adopted or amended as may be necessary to effectuate the transactions contemplated by this Plan. To the extent required under this Plan or applicable non-bankruptcy law, each of the Reorganized Debtors (excluding the Wheel Ends Debtors) will file its New Organizational Documents with the applicable secretaries of state and/or other applicable authorities in its respective state, province, or country

of incorporation in accordance with the corporate laws of the respective state, province, or country of incorporation to the extent such filing is required for each such document. The New Organizational Documents will, among other things, (a) authorize the issuance of the New Common Stock and (b) prohibit the issuance of non-voting Equity Securities to the extent required under section 1123(a)(6) of the Bankruptcy Code. For the avoidance of doubt, the New Organizational Documents shall be included as exhibits to the Plan Supplement. After the Effective Date, each Reorganized Debtor may amend and restate its constituent and governing documents as permitted by the laws of its jurisdiction of formation and the terms of such documents, and the Reorganized Debtors may file such amended certificates or articles of incorporation, bylaws, or other applicable formation and constituent documents as permitted by the laws of the applicable states, provinces, or countries of incorporation and the New Organizational Documents. For the avoidance of doubt, any Holder's acceptance of the New Common Stock shall be deemed to constitute its agreement to be bound by the New Organizational Documents without the need for execution by any party other than the Reorganized Debtors.

From and after the Effective Date, all holders of New Common Stock shall be subject to the terms and conditions of the New Organizational Documents. On the Effective Date, Reorganized Topco shall enter into and deliver the New Organizational Documents to each Holder of New Common Stock, which shall become effective and binding in accordance with their terms and conditions upon the parties thereto 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. Holders of New Common Stock shall be deemed to have executed the New Organizational Documents and be parties thereto, even if such Holders have not delivered signature pages thereto.

*H. Certain Securities Law Matters.*

Pursuant to section 1145 of the Bankruptcy Code, or, to the extent that section 1145 of the Bankruptcy Code is either not permitted or not applicable, section 4(a)(2) of the Securities Act, Regulation D promulgated thereunder, Regulation S under the Securities Act, and/or other available exemptions from registration, the issuance and distribution of the New Common Stock as contemplated herein shall be exempt from, among other things, the registration requirements of Section 5 of the Securities Act and any other applicable U.S. federal, state, or local laws requiring registration prior to the offering, issuance, distribution, or sale of securities.

The shares of New Common Stock to be issued under this Plan on account of Allowed Claims in accordance with, and pursuant to, section 1145 of the Bankruptcy Code will be freely transferable under the Securities Act by the recipients thereof, subject to: (a) the provisions of section 1145(b)(1) of the Bankruptcy Code relating to the definition of an underwriter in section 2(a)(11) of the Securities Act, compliance with any applicable state or foreign securities laws, if any, and the rules and regulations of the United States Securities and Exchange Commission, if any, applicable at the time of any future transfer of such Securities or instruments; and (b) any restrictions on the transferability of such New Common Stock in the New Organizational Documents.

The shares of New Common Stock that may be issued pursuant to the exemption from registration set forth in section 4(a)(2) of the Securities Act, Regulation D or Regulation S promulgated thereunder, and/or other available exemptions from registration of Securities will be considered "restricted securities," will bear customary legends and transfer restrictions, and may not be transferred except pursuant to an effective registration statement or under an available exemption from the registration requirements of the Securities Act.

*I. Management Incentive Plan.*

After the Effective Date, the New Board shall adopt and implement the Management Incentive Plan with the consent of the AHG, which will provide a portion of the New Common Stock (the amount of such New Common Stock to be determined by the New Board) as of the Effective Date, on a fully diluted basis in accordance with the terms of the Management Incentive Plan. The issuance of any awards under the Management Incentive Plan shall be at the discretion of the New Board.

*J. Employment Obligations.*

Other than the Gunitite OPEB Plan, or as otherwise provided herein, all employee wages, compensation, retiree benefits (as defined in 11 U.S.C. § 1114(a) of the Bankruptcy Code), and benefit programs in place as of the Effective Date with the Debtors, including, for the avoidance of doubt, the Pension Plan and the Non-Gunitite CBAs, shall be deemed to have been assumed by the Reorganized Debtors (excluding the Wheel Ends Debtors) and shall remain in place as of the Effective Date, and the Reorganized Debtors (excluding the Wheel Ends Debtors) will continue to honor such agreements, arrangements, programs, and plans as of the Effective Date. For the avoidance of doubt, no provision of the Plan, Confirmation Order, or section 1141 of the Bankruptcy Code shall be construed to discharge, release, or relieve the Reorganized Debtors, or their successors, from liabilities or requirements imposed under any law or regulatory provision arising after the Effective Date with respect to the Pension Plan or PBGC. PBGC and the Pension Plan will not be enjoined or precluded from enforcing such liability with respect to the Pension Plan as a result of any provision of the Plan, the Confirmation Order, or section 1141 of the Bankruptcy Code that provides for the release, exculpation, and discharge of claims.

On the Effective Date, Gunitite shall be deemed to have assumed the Gunitite CBA (as modified pursuant to the Gunitite Wind-Down Agreement and the Gunitite Commitment Letter). For the avoidance of doubt, pursuant to section 1129(a)(13) of the Bankruptcy Code, as of the Effective Date, all retiree benefits (as such term is defined in section 1114 of the Bankruptcy Code) other than the Gunitite OPEB Plan, if any, shall continue to be paid in accordance with applicable law, and the Gunitite OPEB Plan shall be continued by Gunitite Corporation in accordance with its terms and without modification, unless the Debtors (with the consent of the AHG), prior to the Effective Date, either (i) obtain a ruling from the Bankruptcy Court permitting modifications to the Gunitite OPEB Plan pursuant to section 1114 of the Bankruptcy Code or (ii) reach an agreement with the Official Committee of Retirees on modification of the Gunitite OPEB Plan, with any such agreed modification to be Filed in an amended Plan Supplement prior to the Effective Date. On the Effective Date, the Reorganized Debtors (excluding the Wheel Ends Debtors) shall (a) assume all employment agreements, indemnification agreements, or other agreements entered into with current employees; or (b) enter into new agreements with such employees on terms and conditions acceptable to such employee and the AHG. After the Effective Date, the Reorganized Debtors shall comply with all obligations under the Pension Plan and the CBAs in all respects.

*K. Preservation of Causes of Action.*

In accordance with section 1123(b) of the Bankruptcy Code, but subject in all respects to Article VIII hereof, the Reorganized Debtors shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Causes of Action, whether arising before or after the Petition Date, including any actions specifically identified on the Schedule of Retained Causes of Action, and the rights of the Reorganized Debtors to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date, other than the Causes of Action released or exculpated herein (including, without limitation, by the Debtors) pursuant to the releases and exculpations contained in this Plan, including in Article VIII hereof, which shall be deemed released and waived by the Debtors and the Reorganized Debtors, as applicable, as of the Effective Date.

Notwithstanding anything to the contrary in the Plan or the Confirmation Order, upon the occurrence of the Effective Date, the Debtors shall waive all, and no Reorganized Debtor or any other Person (on behalf of the Debtors or Reorganized Debtors) shall retain any, Avoidance Actions.

The Reorganized Debtors may pursue such Causes of Action, as appropriate, in accordance with the best interests of the Reorganized Debtors. **No Entity may rely on the absence of a specific reference in this Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against it as any indication that the Debtors or the Reorganized Debtors, as applicable, will not pursue any and all available Causes of Action against it. The Debtors and the Reorganized Debtors, as applicable, expressly reserve all rights to prosecute any and all Causes of Action against any Entity, except as expressly provided in this Plan, including Article VIII of this Plan.** Unless any Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, compromised, or settled in this Plan or a Final Order, the Reorganized Debtors expressly reserve all Causes of Action for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of the Confirmation or Consummation.

The Reorganized Debtors reserve and shall retain such Causes of Action notwithstanding the rejection or repudiation of any Executory Contract or Unexpired Lease during the Chapter 11 Cases or pursuant to this Plan. In accordance with section 1123(b)(3) of the Bankruptcy Code, any Causes of Action that a Debtor may hold against any Entity shall vest in the corresponding Reorganized Debtor except as otherwise expressly provided in this Plan, including Article VIII of this Plan. The Reorganized Debtors, through their authorized agents or representatives, shall retain and may exclusively enforce any and all such Causes of Action. The Reorganized Debtors shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Bankruptcy Court. For the avoidance of doubt, in no instance will any Cause of Action preserved pursuant to this Article IV.K include any Claim or Cause of Action released or exculpated pursuant to Article VIII of this Plan.

*L. Cancellation of Existing Agreements and Interests.*

On the Effective Date, except as provided in the Exit Facility Documents or the New ABL Facility Documents, or to the extent otherwise provided in this Plan, including in Article V.A hereof, all notes, instruments, certificates, and other documents evidencing Claims or Interests, including the Prepetition Credit Documents and all other credit agreements and indentures, and all existing equity interests shall be cancelled, and the obligations of the Debtors and any non-Debtor Affiliate thereunder or in any way related thereto, including any Liens and/or claims in connection therewith as set forth in the Restructuring Transactions Memorandum, shall be deemed satisfied in full, cancelled, discharged, released, and of no force or effect, and the Agents shall be automatically and fully discharged and released from all duties and obligations thereunder; *provided, however*, that such cancelled instruments, securities, and other documentation shall continue in effect solely for the purposes of (a) allowing Holders of Claims to receive and accept distributions under the Plan on account of such Claims, (b) allowing and preserving the rights of the Agents to (1) receive and make distributions on account of such Claims; (2) assert or maintain any rights the Agents may have against any money or property distributable or allocable to Holders of such Claims; (3) receive compensation and reimbursement for any reasonable and documented fees and expenses incurred in connection with the implementation, consummation, and defense of the Plan and the Confirmation Order; (4) maintain, enforce, and exercise any right or obligation to compensation, indemnification, expense reimbursement, priority of payment, immunity, exculpation, or contribution, or any other claim or entitlement that the Agents may have under the Plan, the Prepetition Credit Documents, and the Confirmation Order; (5) appear and be heard in the Chapter 11 Cases or in any proceeding in the Bankruptcy Court or any other court, including to enforce any obligation under the Plan or the Confirmation Order owed to the Agents or Holders of such Claims; and (6) perform any functions that are necessary to effectuate the foregoing, and (c) allowing and preserving all rights, Claims, and other Causes of Action of the ABL Agent and the ABL Lenders against or in respect of the Foreign Obligors, the Foreign Collateral, and/or the Foreign Obligations (in each case, as defined in the ABL Credit Agreement). Holders of or parties to such cancelled instruments, securities, and other documentation will have no rights against the Debtors or the Reorganized Debtors arising from or relating to such instruments, securities, and other documentation, or the cancellation thereof, except the rights provided for or preserved pursuant to this Plan or the New ABL Documents. Notwithstanding the foregoing or anything to the contrary herein, any rights of each Agent to indemnification and reimbursement or other rights, obligations, immunities, and exculpations under the Prepetition Credit Documents and the DIP Documents that would survive the satisfaction and discharge of all other obligations under the applicable Prepetition Credit Documents and DIP Documents shall survive the occurrence of the Effective Date, remain binding and enforceable in accordance with the terms of such documents, and shall not be subject to discharge, impairment, or release under this Plan or the Confirmation Order.

*M. Section 1146 Exemption.*

To the fullest extent permitted by section 1146(a) of the Bankruptcy Code, any transfers (whether from a Debtor to a Reorganized Debtor, as applicable, or to or from any other Person) of property under this Plan, including: (i) the issuance, Reinstatement, distribution, transfer, or exchange of any debt, Equity Security, or other interest in the Debtors or the Reorganized Debtors, as applicable; (ii) the Restructuring Transactions; (iii) the creation, modification, consolidation, termination, refinancing, and/or recording of any mortgage, deed of trust, or other security interest, or the securing of additional indebtedness by such or other means; (iv) the making, assignment, or recording of any lease or sublease; (v) the grant of collateral as security for the Exit Facility and the New ABL Facility; or (vi) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, this

Plan, including any deeds, bills of sale, assignments, or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to this Plan, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, sales or use tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, or other similar tax, fee, or governmental assessment, and upon entry of the Confirmation Order, the appropriate state or local governmental officials or agents shall forego the collection of any such tax, fee, or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, fee, or governmental assessment. All filing or recording officers (or any other Person with authority over any of the foregoing), wherever located and by whomever appointed, shall comply with the requirements of section 1146 of the Bankruptcy Code, shall forego the collection of any such tax, fee, or governmental assessment, and shall accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, fee, or governmental assessment.

*N. Corporate Action.*

Upon the Effective Date, all actions contemplated under this Plan (including under the Restructuring Transactions Memorandum and the other documents contained in the Plan Supplement) shall be deemed authorized and approved in all respects by the Bankruptcy Court in all respects without any further corporate, governing body, or equityholder action, including, as and if applicable: (i) selection of the directors, including the New Board, officers, or managers for the Reorganized Debtors; (ii) the issuance and distribution of the New Common Stock; (iii) implementation of the Restructuring Transactions; (iv) entry into the Exit Facility Documents and the New ABL Facility Documents; (v) all other actions contemplated under this Plan (whether to occur before, on, or after the Effective Date); (vi) adoption of the New Organizational Documents; (vii) the rejection, assumption, or assumption and assignment, as applicable, of Executory Contracts and Unexpired Leases; (viii) reservation of shares for the Management Incentive Plan; (ix) formation of the Reorganized Debtors; and (x) all other acts or actions contemplated or reasonably necessary or appropriate to promptly consummate the Restructuring Transactions contemplated by this Plan (whether to occur before, on, or after the Effective Date). All matters provided for in this Plan involving the corporate structure of the Debtors or the Reorganized Debtors and any corporate action required by the Debtors or the Reorganized Debtors in connection with this Plan shall be deemed to have occurred and shall be in effect without any requirement of further action by the Holders of Existing Equity Interests or Holders of New Common Stock, or directors, officers, or managers of the Debtors or the Reorganized Debtors, as applicable. On or prior to the Effective Date, the appropriate officers of the Debtors or the Reorganized Debtors, as applicable, shall be authorized and directed to issue, execute, and deliver the agreements, documents, securities, and instruments contemplated under this Plan, or otherwise necessary or desirable to effect the transactions contemplated under this Plan, in the name of and on behalf of the Reorganized Debtors, including the New Common Stock, the New Organizational Documents, the Exit Facility, the Exit Facility Documents, the New ABL Facility, the New ABL Facility Documents, any other Definitive Documents, and any and all other agreements, documents, securities, and instruments relating to the foregoing. The authorizations and approvals contemplated by this Article IV.N shall be effective notwithstanding any requirements under non-bankruptcy law.

*O. Directors and Officers of the Reorganized Debtors.*

As of the Effective Date, the term of the current members of the board of directors or other Governing Body of Topco shall expire. On the Effective Date, or as soon as reasonably practicable thereafter, the members for the initial term of the New Board shall be appointed; *provided*, that the persons who are the disinterested directors of Topco, comprising the Special Committee, shall not have any of their privileged and confidential documents, communications, or information transferred (or deemed transferred) to the Reorganized Debtors or any other Entity without their prior written consent.

The initial members of the New Board, if applicable, will be identified in the Plan Supplement to the extent known at the time of filing. Each member of the New Board and each officer of the Reorganized Debtors (excluding the Wheel Ends Debtors) shall serve from and after the Effective Date pursuant to the terms of the New Organizational Documents and other constituent documents of the Reorganized Debtors (excluding the Wheel Ends Debtors). As of the Effective Date, the members of the New Board shall comprise the Chief Executive Officer of Accuride and the remaining four (4) members selected by the AHG in its sole discretion and in consultation with the Debtors.

*P. Effectuating Documents; Further Transactions.*

On and after the Effective Date, the Reorganized Debtors and their respective officers and boards of directors and managers are authorized to and may issue, execute, deliver, file, or record such contracts, Securities, instruments, releases, and other agreements or documents and take such actions as may be necessary to effectuate, implement, and further evidence the terms and conditions of this Plan and the Securities issued pursuant to this Plan in the name of and on behalf of the Reorganized Debtors without the need for any approvals, authorizations, or consents except for those expressly required pursuant to this Plan.

*Q. Vesting of Assets in the Reorganized Debtors.*

Subject to Article IV.D.5 with regard to the Liquidating Trust Assets, and except as otherwise provided in this Plan, the Confirmation Order, or any agreement, instrument, or other document incorporated herein, or entered into in connection with or pursuant to, this Plan, the Plan Supplement, the New Exit Facility Documents or the New ABL Facility Documents, on the Effective Date, all property in each Estate, all Causes of Action, and any property acquired by any of the Debtors pursuant to this Plan shall vest in each respective Reorganized Debtor, free and clear of all Liens, Claims, charges, Causes of Action, or other encumbrances. On and after the Effective Date, except as otherwise provided in this Plan, the Confirmation Order, or any agreement, instrument, or other document incorporated herein, each Reorganized Debtor may operate its business and use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

*R. Private Company.*

The Reorganized Debtors shall not have any class of Equity Securities listed on a national securities exchange and shall not be voluntarily subjected to any reporting requirements promulgated by the SEC under the Securities Act or the Exchange Act upon the Effective Date.

*S. Director and Officer Liability Insurance.*

After the Effective Date, none of the Reorganized Debtors shall terminate or otherwise reduce the coverage under any of the D&O Liability Insurance Policies (including any “tail policy”) in effect on or after the Petition Date, with respect to conduct or events occurring prior to the Effective Date, and all directors and officers of the Debtors who served in such capacity at any time prior to the Effective Date shall be entitled to the full benefits of any such policy for the full term of such policy, to the extent set forth therein, regardless of whether such directors and officers remain in such positions after the Effective Date. Notwithstanding anything herein to the contrary, the Debtors shall retain the ability to supplement such D&O Liability Insurance Policies as the Debtors deem necessary, including by purchasing any additional tail coverage (including a tail policy).

**ARTICLE V.  
TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

*A. Assumption of Executory Contracts and Unexpired Leases.*

On the Effective Date, except as otherwise provided in this Plan, pursuant to sections 365 and 1123 of the Bankruptcy Code, each Executory Contract or Unexpired Lease not previously rejected, assumed, or assumed and assigned shall be deemed automatically rejected *unless* such Executory Contract or Unexpired Lease: (i) is explicitly designated by this Plan or the Confirmation Order to be assumed or assumed and assigned, as applicable, in connection with the Confirmation of this Plan, (ii) is identified on the Schedule of Assumed Executory Contracts and Unexpired Leases; (iii) is subject to a pending motion to assume such Executory Contract or Unexpired Lease as of the Effective Date; (iv) is a contract, instrument, release, indenture, or other agreement or document entered into in connection with the Plan; or (v) is an Insurance Policy. The assumption or rejection of any Executory Contract or Unexpired Lease shall be subject to the consent of the AHG.

Entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of all assumptions, assumptions and assignments, and rejections, including the assumption of the Executory Contracts or Unexpired Leases as provided for in this Plan, the Plan Supplement, and the Confirmation Order, pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Except as otherwise specifically set forth herein, assumptions or rejections of Executory Contracts and Unexpired Leases pursuant to the Plan are effective as of the Effective Date. Each Executory Contract or Unexpired Lease assumed pursuant to the Plan or by Bankruptcy Court order but not assigned to a third party before the Effective Date shall re-vest in and be fully enforceable by the applicable contracting Reorganized Debtor, as applicable, in accordance with its terms, except as such terms may have been modified by the provisions of the Plan or any order of the Bankruptcy Court authorizing and providing for its assumption. Any motions to assume Executory Contracts or Unexpired Leases pending on the Effective Date shall be subject to approval by a Final Order on or after the Effective Date but may be withdrawn, settled, or otherwise prosecuted by Reorganized Debtors, as applicable.

Except as otherwise provided herein or agreed to by the Debtors and the applicable counterparty, each assumed (or assumed and assigned) Executory Contract or Unexpired Lease shall include all modifications, amendments, supplements, restatements, or other agreements related thereto, and all rights related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests. Modifications, amendments, supplements, and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the Debtors during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease or the validity, priority, or amount of any Claims that may arise in connection therewith.

To the maximum extent permitted by law, to the extent any provision in any Executory Contract or Unexpired Lease assumed or assumed and assigned pursuant to this Plan restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, the assumption or assumption and assignment of such Executory Contract or Unexpired Lease (including any “change of control” provision), 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. Notwithstanding anything to the contrary in this Plan, the Plan Supplement, or the Confirmation Order, the Debtors or the Reorganized Debtors, as applicable, reserve the right to alter, amend, modify, or supplement the Schedule of Assumed Executory Contracts and Unexpired Leases at any time through and including forty-five (45) days after the Effective Date; *provided* that such alteration, amendment, modification, or supplement after the Effective Date shall be subject to (i) the right of the counterparty to any Executory Contract or Unexpired Lease affected by such alteration, amendment, modification, or supplement, to object thereto in accordance with ARTICLE V.D and (ii) the consent rights set forth herein. Notwithstanding anything in this Plan to the contrary, the occurrence of the Effective Date shall not impair the validity, priority, or amount of any Claims that may arise in connection with, or as a result of, any post-Effective Date alteration, amendment, modification, or supplement to the Schedule of Assumed Executory Contracts and Unexpired Leases.

*B. Indemnification Obligations.*

Consistent with applicable law, all indemnification provisions in place as of the Effective Date (whether in the by-laws, certificates of incorporation or formation, limited liability company agreements, other organizational documents, board resolutions, indemnification agreements, employment contracts, D&O Liability Insurance Policies, or otherwise) for current and former members of any Governing Body, directors, officers, managers, employees, attorneys, accountants, investment bankers, and other professionals of the Debtors, as applicable, shall (i) not be discharged, impaired, or otherwise affected in any way, including by this Plan, the Plan Supplement, or the Confirmation Order; (ii) be reinstated and remain intact, in full force and effect, and irrevocable; (iii) not be limited, reduced, or terminated after the Effective Date; and (iv) survive the effectiveness of this Plan on terms no less favorable to such current and former directors, officers, managers, employees, attorneys, accountants, investment bankers, and other professionals of the Debtors than the indemnification provisions in place prior to the Effective Date irrespective of whether such indemnification obligation is owed for an act or event occurring before, on, or after the Petition Date. All such obligations shall be deemed and treated as Executory Contracts to be assumed by the Debtors under this Plan and shall continue as obligations of the Reorganized Debtors and any Claim based on the Debtors’ obligations with respect thereto shall be an Allowed Claim.

*C. Claims Based on Rejection of Executory Contracts or Unexpired Leases.*

Unless otherwise provided by a Final Order of the Bankruptcy Court, all Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases that have not been previously filed, pursuant to this Plan or the Confirmation Order, if any, must be Filed with the Claims and Noticing Agent at the address specified in any notice of entry of the Confirmation Order and served on the Reorganized Debtors no later than thirty (30) days after the later of (a) effective date of such rejection or (b) the date of entry of an order of the Bankruptcy Court (including, as applicable, the Confirmation Order) approving such rejection. The notice of the Plan Supplement shall be deemed appropriate notice of rejection when served on applicable parties.

**Any Claims arising from the rejection of an Executory Contract or Unexpired Lease with respect to which a Proof of Claim is not Filed with the Claims and Noticing Agent within such time (unless previously filed) will be automatically disallowed and forever barred from assertion and shall not be enforceable against the Debtors, the Reorganized Debtors, the Estates, or their property without the need for any objection by the Debtors or the Reorganized Debtors, as applicable, or further notice to, action, order, or approval of the Bankruptcy Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged and shall be subject to the permanent injunction set forth in Article VIII.F of this Plan, notwithstanding anything in a Proof of Claim to the contrary.**

All Claims arising from the rejection by any Debtor of any Executory Contract or Unexpired Lease pursuant to section 365 of the Bankruptcy Code shall be treated as a General Unsecured Claim as set forth in Article III.B of this Plan and may be objected to in accordance with the provisions of Article VII of this Plan and the applicable provisions of the Bankruptcy Code and Bankruptcy Rules.

*D. Cure of Defaults for Assumed Executory Contracts and Unexpired Leases.*

The Debtors or the Reorganized Debtors, as applicable, shall pay Cures, if any, on the Effective Date or as soon as reasonably practicable thereafter; *provided* that, if a dispute regarding assumption or Cure Cost is unresolved as of the Effective Date, then payment of the applicable Cure Cost shall occur as soon as reasonably practicable after such dispute is resolved. The proposed amount and timing of payment of each such Cure shall be set forth in the Plan Supplement unless otherwise agreed in writing (email being sufficient) between the Debtors or the Reorganized Debtors and the counterparty to the applicable Executory Contract or Unexpired Lease. Unless otherwise agreed in writing by the parties to the applicable Executory Contract or Unexpired Lease, any Assumption Objection must be Filed, served, and actually received by counsel to the Debtors and the U.S. Trustee by the applicable Assumption Objection Deadline or any other deadline that may be set by the Bankruptcy Court. Any Assumption Objection (x) timely Filed prior to the Combined Hearing will be heard by the Bankruptcy Court at the Combined Hearing unless otherwise agreed to by the Debtors and the objecting party, or (y) timely Filed after the Combined Hearing shall be heard as soon as reasonably practicable on a date requested by the objecting counterparty, the Debtors, or the Reorganized Debtors, as the case may be. Any Assumption Objection that is not timely Filed shall be disallowed and forever barred, estopped, and enjoined from assertion and shall not be enforceable against any Reorganized Debtor without the need for any objection by the Reorganized Debtors or any other party in interest or any further notice to or action, order, or approval of the Bankruptcy Court. Any Cure shall be deemed fully satisfied, released, and discharged upon payment by the Debtors or the Reorganized Debtors, as applicable, of such Cure; *provided* that nothing herein shall prevent the Reorganized Debtors from paying any Cure despite the failure of the relevant counterparty to File an Assumption Objection. The Debtors or the Reorganized Debtors, as applicable, may also settle any Cure without any further notice to or action, order, or approval of the Bankruptcy Court. Any counterparty to an Executory Contract or Unexpired Lease that fails to timely object to the proposed assumption or assumption and assignment of any Executory Contract or Unexpired Lease will be deemed to have consented to such assumption and/or assignment. Notwithstanding anything to the contrary herein, the rights of any party to an assumed Executory Contract or Unexpired Lease to seek payment of any obligation under such Executory Contract or Unexpired Lease arising after the Assumption Objection Deadline and before the effective date of assumption are fully preserved.

If there is any dispute regarding any Cure, 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, or any other matter pertaining to assumption (or assumption and assignment), then payment of such Cure shall occur as soon as

reasonably practicable after entry of a Final Order (which may be the Confirmation Order) resolving such dispute, approving such assumption (and, if applicable, assumption and assignment), or as may be agreed upon by the Debtors or the Reorganized Debtors, and the counterparty to the Executory Contract or Unexpired Lease.

Notwithstanding anything in the Plan or the Confirmation Order to the contrary, in no event shall an Executory Contract or Unexpired Lease be deemed assumed or assumed and assigned under or in accordance with the Plan prior to the later of (i) the passage of the applicable Assumption Objection Deadline with respect to such Executory Contract or Unexpired Lease and (ii) the date on which any Assumption Objections and Cure Objections with respect to such Executory Contract or Unexpired Lease have been resolved by Final Order or agreement between the Debtors or Reorganized Debtors, as applicable, and the non-debtor counterparty to such Executory Contract or Unexpired Lease.

Assumption (or assumption and assignment) of any Executory Contract or Unexpired Lease pursuant to this Plan or otherwise and full payment of any applicable Cure pursuant to this Article V.D shall result in the full release and satisfaction of any Cures, Claims, or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time prior to the effective date of assumption. **Any Proofs of Claim based upon Executory Contracts or Unexpired Leases that have been assumed (or assumed and assigned) in the Chapter 11 Cases, including pursuant to the Confirmation Order, and for which any Cure has been fully paid pursuant to this Article V.D, shall be deemed disallowed, which disallowance shall be reflected in the Claims Register, as of the Effective Date without the need for any objection thereto or any further notice to or action, order, or approval of the Bankruptcy Court.**

*E. Insurance Policies.*

Each of the Debtors' insurance policies and any agreements, documents, or instruments relating thereto, are treated as Executory Contracts under this Plan. On the Effective Date, (i) the Debtors shall be deemed to have assumed all insurance policies and any agreements, documents, and instruments relating to coverage of all insured Claims, including all D&O Liability Insurance Policies and (ii) such insurance policies and any agreements, documents, or instruments relating thereto, including all D&O Liability Insurance Policies, shall revert in the Reorganized Debtors and all obligations of the Debtors under such insurance policies and any agreements, documents, or instruments relating thereto, including all D&O Liability Insurance Policies, shall continue as obligations of the Reorganized Debtors.

Nothing in this Plan, the Plan Supplement, the Disclosure Statement, the Confirmation Order, or any other order of the Bankruptcy Court (including any other provision that purports to be preemptory or supervening), (i) alters, modifies, or otherwise amends the terms and conditions of (or the coverage provided by) any of such insurance policies or (ii) alters or modifies the duty, if any, that the insurers or third party administrators pay claims covered by such insurance policies and their right to seek payment or reimbursement from the Debtors (or after the Effective Date, the Reorganized Debtors) or draw on any collateral or security therefor.

*F. Preexisting Obligations to the Debtors Under Executory Contracts and Unexpired Leases.*

Rejection of any Executory Contract or Unexpired Lease pursuant to this Plan or otherwise shall not constitute a termination of preexisting obligations owed to the Debtors or the Reorganized Debtors, as applicable, under such Executory Contracts or Unexpired Leases. In particular, notwithstanding any non-bankruptcy law to the contrary, the Debtors and the Reorganized Debtors expressly reserve and do not waive any right to receive, or any continuing obligation of a counterparty to provide, warranties or continued maintenance obligations with respect to goods previously purchased by the Debtors pursuant to rejected Executory Contracts or Unexpired Leases.

*G. Reservation of Rights.*

Nothing contained in this Plan or the Plan Supplement shall constitute an admission by the Debtors that any contract or lease is in fact an Executory Contract or Unexpired Lease or that any of the Debtors or the Reorganized Debtors have any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory

or unexpired at the time of assumption or rejection, the Debtors or the Reorganized Debtors, as applicable, shall have forty-five (45) days following entry of a Final Order resolving such dispute to alter the treatment of such contract or lease under this Plan.

*H. Nonoccurrence of Effective Date.*

In the event that the Effective Date does not occur, the Bankruptcy Court shall retain jurisdiction with respect to any request to extend the deadline for assuming or rejecting Unexpired Leases pursuant to section 365(d)(4) of the Bankruptcy Code.

*I. Contracts and Leases Entered Into After the Petition Date.*

Contracts and leases entered into after the Petition Date by any Debtor, including any Executory Contracts and Unexpired Leases assumed by such Debtor, will be performed by the applicable Debtors or the Reorganized Debtors liable thereunder in the ordinary course of their business. Accordingly, such contracts and leases (including any assumed Executory Contracts and Unexpired Leases) will survive and remain unaffected by entry of the Confirmation Order.

**ARTICLE VI.  
PROVISIONS GOVERNING DISTRIBUTIONS**

*A. Timing and Calculation of Amounts to Be Distributed.*

Unless otherwise provided in this Plan, on the Effective Date (or, if a Claim or Interest is not an Allowed Claim or Allowed Interest on the Effective Date, on the date that such Claim or Interest becomes an Allowed Claim or Allowed Interest, or as soon as reasonably practicable thereafter), each Holder of an Allowed Claim or Allowed Interest shall receive the full amount of the distributions that this Plan provides for Allowed Claims or Allowed Interests (as applicable) in the applicable Class. If any payment or act under this Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day but shall be deemed to have been completed as of the required date. Distributions on account of any Disputed Claims or Disputed Interests shall be made pursuant to the provisions set forth in Article VII hereof. Except as otherwise provided in this Plan, Holders of Claims or Interests shall not be entitled to interest, dividends, or accruals on the distributions provided for in this Plan, regardless of whether such distributions are delivered on or at any time after the Effective Date.

*B. Disbursing Agent.*

All distributions under this Plan shall be made by the Disbursing Agent on the Effective Date or at such other time as provided in this Plan; *provided* that any distributions with respect to the L/C Superpriority Claims and the ABL Claims shall be made in accordance with the ABL Credit Agreement. The Disbursing Agent shall not be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court. Additionally, if the Disbursing Agent is so otherwise ordered, all costs and expenses of procuring any such bond or surety shall be borne by the Reorganized Debtors.

*C. Rights and Powers of Disbursing Agent.*

1. Powers of the Disbursing Agent.

The Disbursing Agent shall be empowered to: (a) effect all actions and execute all agreements, instruments, and other documents necessary to perform its duties under this Plan; (b) make all distributions contemplated hereby; (c) employ professionals to represent it with respect to its responsibilities; and (d) exercise such other powers as may be vested in the Disbursing Agent by order of the Bankruptcy Court, pursuant to this Plan, or as deemed by the Disbursing Agent to be necessary and proper to implement the provisions hereof.

2. Expenses Incurred on or After the Effective Date.

Except as otherwise ordered by the Bankruptcy Court, the amount of any reasonable fees and expenses incurred by the Disbursing Agent on or after the Effective Date (including taxes), and any reasonable compensation and expense reimbursement claims (including reasonable attorney fees and expenses), made by the Disbursing Agent shall be paid in Cash by the Reorganized Debtors.

*D. Delivery of Distributions and Undeliverable or Unclaimed Distributions.*

1. Record Date for Distribution.

On the Distribution Record Date, the Claims Register shall be closed and any party responsible for making distributions shall instead be authorized and entitled to recognize only those record Holders listed on the Claims Register (or, as may be applicable, only those designees of such Holders that are affiliates of such Holders, as determined by or may be waived by the Debtors in their discretion) as of the close of business on the Distribution Record Date.

2. Delivery of Distributions in General.

Except as otherwise provided in this Plan or the Plan Supplement, distributions to Holders of Allowed Claims or Allowed Interests shall be made to Holders of record as of the Distribution Record Date by the Disbursing Agent: (a) to the signatory set forth on any Proof of Claim or Proof of Interest filed by such Holder or other representative identified therein (or at the last known addresses of such Holder if no Proof of Claim or Proof of Interest is filed or if the Debtors have not been notified in writing of a change of address); (b) at the addresses set forth in any written notices of address changes delivered to the Reorganized Debtors, or the Disbursing Agent, as appropriate, after the date of any related Proof of Claim or Proof of Interest; or (c) on any counsel that has appeared in the Chapter 11 Cases on the Holder's behalf. Subject to this Article VI, distributions under this Plan on account of Allowed Claims or Allowed Interests shall not be subject to levy, garnishment, attachment, or like legal process, so that each Holder of an Allowed Claim or Allowed Interest shall have and receive the benefit of the distributions in the manner set forth in this Plan. The Debtors, the Reorganized Debtors, and the Disbursing Agent (including any Agent that may be acting as Disbursing Agent), as applicable, shall not incur any liability whatsoever on account of any distributions under this Plan except for its own fraud, gross negligence, or willful misconduct as determined by a final, nonappealable order of a court of competent jurisdiction.

3. Minimum Distributions; No Fractional Distributions.

In the discretion of the Reorganized Debtors, (x) no cash payments of less than \$250 and (y) no distribution and issuance of New Common Stock comprising less than \$250 in value (as determined in good faith by the Reorganized Debtors) shall be made, in each case, to a Holder of an Allowed Claim or Allowed Interest (taken together with such Holder's affiliates for the purposes of the foregoing calculations) on account of such Allowed Claim or Allowed Interest. No fractional shares of New Common Stock shall be distributed and no Cash shall be distributed in lieu of such fractional amounts. When any distribution pursuant to this Plan on account of an Allowed Claim would otherwise result in the issuance of a number of shares of New Common Stock that is not a whole number, the actual distribution of shares of New Common Stock shall be rounded as follows: (a) fractions of one-half ( $\frac{1}{2}$ ) or greater shall be rounded to the next higher whole number, and (b) fractions of less than one-half ( $\frac{1}{2}$ ) shall be rounded to the next lower whole number with no further payment therefore. The total number of authorized shares of New Common Stock to be distributed under this Plan shall be adjusted as necessary to account for the foregoing rounding.

4. Undeliverable Distributions and Unclaimed Property.

In the event that any distribution to any Holder of Allowed Claims or Allowed Interests (as applicable) is returned as undeliverable (including due to such Holder not delivering all signatures, certificates, and other documents that are required of the Holder to receive such distribution, including with respect to the New Common Stock), no distribution to such Holder (or its designees, as applicable) shall be made unless and until the Disbursing Agent has determined the then-current address of such Holder, at which time such distribution shall be made to such Holder (or its designees, as applicable) on the next distribution date without interest; *provided* that such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of 90 days from the

Effective Date. After such date, all unclaimed property or interests in property shall revert to the Reorganized Debtors automatically and without need for a further order by the Bankruptcy Court (notwithstanding any applicable federal, provincial, or state escheatment, abandoned property, or unclaimed property laws to the contrary), and the Claim or Interest of any Holder related to such property or interest in property shall be discharged and forever barred. The Reorganized Debtors and the Disbursing Agent shall have no obligation to attempt to locate any Holder of an Allowed Claim other than by reviewing the Debtors' books and records and the Bankruptcy Court's filings.

*E. Manner of Payment.*

At the option of the Disbursing Agent, any Cash payment to be made hereunder may be made by check or wire transfer or as otherwise required or provided in any applicable agreements.

*F. Compliance with Tax Requirements.*

In connection with this Plan, to the extent applicable, any applicable withholding or reporting agent shall comply with all tax withholding and reporting requirements imposed on them by any Governmental Unit, and all distributions made pursuant to this Plan shall be subject to such withholding and reporting requirements. Notwithstanding any provision in this Plan to the contrary, any applicable withholding or reporting agent shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including liquidating a portion of the distribution to be made under this Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information necessary to facilitate such distributions, or establishing any other mechanisms they believe are reasonable and appropriate. The Debtors and the Reorganized Debtors reserve the right to allocate all distributions made under this Plan in compliance with all applicable wage garnishments, alimony, child support, and other spousal awards, Liens, and encumbrances in a tax-efficient manner acceptable to the AHG.

*G. Allocations.*

Distributions in respect of Allowed Claims shall be allocated first to the principal amount of such Claims (as determined for U.S. federal income tax purposes) and then, to the extent the consideration exceeds the principal amount of the Claims, to any portion of such Claims for accrued but unpaid interest.

*H. No Postpetition Interest on Claims.*

Unless otherwise specifically provided for in this Plan, the DIP Orders, or the Confirmation Order, or required by the Bankruptcy Code or applicable non-bankruptcy law, postpetition interest shall not accrue or be paid on any prepetition Claims against the Debtors, and no Holder of a prepetition Claim against the Debtors shall be entitled to interest accruing on or after the Petition Date on any such prepetition Claim. Additionally, and without limiting the foregoing, interest shall not accrue or be paid on any Disputed Claim with respect to the period from the Effective Date to the date a final distribution is made on account of such Disputed Claim, if and when such Disputed Claim becomes an Allowed Claim.

*I. Foreign Currency Exchange Rate.*

Except as otherwise provided in a Bankruptcy Court order, as of the Effective Date, any Claim asserted in currency other than U.S. dollars shall be automatically deemed converted to the equivalent U.S. dollar value using the exchange rate for the applicable currency as published in *The Wall Street Journal (National Edition)*, on the Effective Date.

*J. Setoffs and Recoupment.*

Except as expressly provided in this Plan, each Reorganized Debtor may, pursuant to section 553 of the Bankruptcy Code, set off and/or recoup against any Plan Distributions to be made on account of any Allowed Claim, any and all claims, rights, and Causes of Action that such Reorganized Debtor may hold against the Holder of such Allowed Claim to the extent such setoff or recoupment is either (i) agreed in amount among the relevant Reorganized Debtor(s) and Holder of Allowed Claim or (ii) otherwise adjudicated by the Bankruptcy Court or another court of competent jurisdiction; *provided* that neither the failure to effectuate a setoff or recoupment nor the allowance of any Claim hereunder shall constitute a waiver or release by a Reorganized Debtor or its successor of any and all claims, rights, and Causes of Action that such Reorganized Debtor or its successor may possess against the applicable Holder.

Nothing in the Plan, the Confirmation Order, or the Plan Supplement, shall be deemed to affect, diminish, or impair any party's legal and equitable defenses and rights to setoffs and/or recoupment, and all such rights are expressly preserved; *provided* such party (i) asserted such right of setoff in a timely filed Proof of Claim or Cure Claim, as applicable or (ii) Filed a motion requesting the right to perform such setoff on or before the Effective Date.

*K. Claims Paid or Payable by Third Parties.*

1. Claims Paid by Third Parties.

The Debtors and the Reorganized Debtors, as applicable, shall reduce in full a Claim, and such Claim shall be disallowed without a Claim objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court, to the extent that the Holder of such Claim receives payment in full on account of such Claim from a party that is not a Debtor or a Reorganized Debtor, as applicable. Subject to the last sentence of this paragraph, to the extent a Holder of a Claim receives a distribution on account of such Claim and receives payment from a party that is not a Debtor or a Reorganized Debtor, as applicable, on account of such Claim, such Holder shall, within fourteen (14) days of receipt thereof, repay or return the distribution to the applicable Reorganized Debtor to the extent the Holder's total recovery on account of such Claim from the third party and under this Plan exceeds the amount of such Claim as of the date of any such distribution under this Plan. The failure of such Holder timely to repay or return such distribution shall result in the Holder owing the applicable Reorganized Debtor annualized interest at the Federal Judgment Rate on such amount owed for each Business Day after the fourteen (14) day grace period specified above until the amount is fully repaid.

2. Claims Payable by Third Parties.

No distributions under this Plan shall be made on account of an Allowed Claim that is payable pursuant to one of the Debtors' Insurance Policies until the Holder of such Allowed Claim has exhausted all remedies with respect to such Insurance Policy. To the extent that one or more of the Debtors' Insurers agrees to satisfy in full or in part a Claim (if and to the extent adjudicated by a court of competent jurisdiction or otherwise settled), then immediately upon such Insurers' satisfaction, the applicable portion of such Claim may be expunged without a Claim objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

3. Applicability of Insurance Policies.

Except as otherwise provided in this Plan, payments made by Insurers to Holders of Allowed Claims shall be in accordance with the provisions of any applicable Insurance Policy. Notwithstanding anything to the contrary contained herein (including Article III of this Plan), nothing contained in this Plan shall constitute or be deemed a release, settlement, satisfaction, compromise, or waiver of any Cause of Action that the Debtors or any Entity may hold against any other Entity, including Insurers, under any Insurance Policies, nor shall anything contained herein constitute or be deemed a waiver by such Insurers of any rights or defenses, including coverage defenses, held by such Insurers.

**ARTICLE VII.  
PROCEDURES FOR RESOLVING CONTINGENT,  
UNLIQUIDATED, AND DISPUTED CLAIMS**

*A. Disputed Claims Process.*

The Debtors and the Reorganized Debtors shall have the authority to (i) determine, without the need for notice to or action, order, or approval of the Bankruptcy Court, that a claim subject to any Proof of Claim that is Filed is Allowed and (ii) file, settle, compromise, withdraw, or litigate to judgment any objections to Claims as permitted under this Plan. **Except as otherwise provided herein, all Proofs of Claim that are not timely filed by the applicable bar date shall be disallowed and forever barred, estopped, and enjoined from assertion, and shall not be enforceable against any Debtor or any Reorganized Debtor, as applicable, without the need for any objection by the Debtor or the Reorganized Debtors, as applicable, or any further notice to or action, order, or approval of the Bankruptcy Court.**

*B. Allowance of Claims.*

After the Effective Date and subject to the terms of this Plan, each of the Reorganized Debtors shall have and retain any and all rights and defenses the applicable Debtor had with respect to any Claim or Interest immediately prior to the Effective Date. The Debtors may affirmatively determine to deem Unimpaired any Allowed Claims to the same extent such Claims would be allowed under applicable non-bankruptcy law. Except as expressly provided in this Plan or in any order entered in the Chapter 11 Cases before the Effective Date (including the Confirmation Order), no Claim or Interest shall become an Allowed Claim or Allowed Interest unless and until such Claim or Interest (i) is deemed Allowed under this Plan or pursuant to the Bankruptcy Code or (ii) the Bankruptcy Court has entered a Final Order, including the Confirmation Order (when it becomes a Final Order), in the Chapter 11 Cases allowing such Claim or Interest.

Any Claim that has been or is hereafter listed in the Schedules as contingent, unliquidated, or disputed, and for which no Proof of Claim is or has been timely Filed, or that has not otherwise been Allowed pursuant to this Plan or a Final Order, is not Allowed, which shall be reflected in the Claims Register, without further action by the Debtors and without further notice to any party or action, approval, or order of the Bankruptcy Court.

*C. Estimation of Claims.*

Before or after the Effective Date, the Debtors or the Reorganized Debtors, as applicable, may (but are not required to), at any time, request that the Bankruptcy Court estimate any Disputed Claim or Disputed Interest that is contingent or unliquidated pursuant to applicable law, including pursuant to section 502(c) of the Bankruptcy Code, for any reason, regardless of whether any party previously has objected to such Disputed Claim or Disputed Interest or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction under sections 157 and 1334 of the Judicial Code to estimate any such Disputed Claim or Disputed Interest, including during the litigation of any objection to any Disputed Claim or Disputed Interest or during the pendency of any appeal relating to such objection. Notwithstanding any provision otherwise in this Plan, a Disputed Claim or Disputed Interest that has been identified as disallowed in the Claims Register but that either is subject to appeal or has not been the subject of a Final Order shall be deemed to be estimated at zero dollars, unless otherwise ordered by the Bankruptcy Court. In the event the Bankruptcy Court estimates any contingent or unliquidated Claim or Interest, that estimated amount shall constitute a maximum limitation on such Claim or Interest for all purposes under this Plan (including for purposes of distributions) and may be used as evidence in any supplemental proceedings, and the Debtors or the Reorganized Debtors, as applicable, may elect to pursue any supplemental proceedings to object to any ultimate distribution on such Claim or Interest.

*D. Claims Administration Responsibilities.*

Except as otherwise specifically provided in this Plan, after the Effective Date, the Reorganized Debtors shall have the authority: (i) to File, withdraw, or litigate to judgment, objections to Claims or Interests; (ii) to settle or compromise any Disputed Claim or Disputed Interest without any further notice to or action, order, or approval by the

Bankruptcy Court; and (iii) to administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to or action, order, or approval by the Bankruptcy Court. For the avoidance of doubt, except as otherwise provided herein, from and after the Effective Date, each Reorganized Debtor shall have and retain any and all rights and defenses such Debtor had immediately prior to the Effective Date with respect to any Disputed Claim or Interest, including the Causes of Action retained pursuant to this Plan.

*E. Time to File Objections to Claims.*

Any objections to Claims shall be Filed by the Reorganized Debtors on or before the Claims Objection Deadline, as such deadline may be extended from time to time.

*F. Adjustment to Claims or Interests without Objection.*

Any duplicate Claim or Interest or any Claim or Interest that has been paid, satisfied, amended, or superseded may be adjusted in or expunged from the Claims Register by the Reorganized Debtors after notice to the Holder of such Claim without the Reorganized Debtors having to File an application, motion, complaint, objection, or any other legal proceeding seeking to object to such Claim or Interest and without any further notice to or action, order, or approval of the Bankruptcy Court.

*G. Disallowance of Claims or Interests.*

All Claims and Interests of any Entity from which property is determined by the Bankruptcy Court to be recoverable under sections 542, 543, 550, or 553 of the Bankruptcy Code shall be deemed disallowed pursuant to section 502(d) of the Bankruptcy Code, and Holders of such Claims or Interests may not receive any distributions on account of such Claims or Interests until such time as such Causes of Action against that Entity have been settled or a Bankruptcy Court order with respect thereto has been entered and all sums due, if any, to the Debtors by that Entity have been turned over or paid to the Reorganized Debtors. All Claims Filed on account of an indemnification obligation to a director, officer, or employee shall be deemed satisfied in the Claims Register as of the Effective Date to the extent such indemnification obligation is assumed (or honored or reaffirmed, as the case may be) pursuant to this Plan after notice to the Holder of such Claim, but without any further notice to or action, order, or approval of the Bankruptcy Court.

Except as provided herein or otherwise agreed to by the Reorganized Debtors, in their sole discretion, any and all Proofs of Claim Filed after the applicable bar date shall be deemed disallowed as of the Effective Date without any further notice to or action, order, or approval of the Bankruptcy Court, and Holders of such Claims may not receive any distributions on account of such Claims, unless on or before the Combined Hearing such late Claim has been deemed timely Filed by a Final Order.

*H. Amendments to Proofs of Claim or Interest.*

On or after the Effective Date, in accordance with the Bar Date Order and rule 3003 of the Bankruptcy Rules, a Proof of Claim or Proof of Interest may not be Filed or materially amended with regard to amount, priority, or Secured status, in either case, without the prior authorization of the Bankruptcy Court, the Debtors or the Reorganized Debtors, as applicable, and any such new or amended Proof of Claim or Proof of Interest Filed that is not so authorized before it is Filed shall be deemed disallowed in full and reflected accordingly in the Claims Register without any further action, order, or approval of the Bankruptcy Court absent prior Bankruptcy Court approval or agreement by the Debtors or the Reorganized Debtors, as applicable; *provided* that the foregoing shall not apply to the extent the applicable bar date has not yet occurred.

*I. Distributions Pending Allowance.*

Notwithstanding any other provision of this Plan, if any portion of a Claim or Interest is a Disputed Claim or Disputed Interest, as applicable, no payment or distribution provided under this Plan shall be made on account of such Claim or Interest unless and until such Disputed Claim or Disputed Interest becomes an Allowed Claim or Interest.

*J. Distributions After Allowance.*

To the extent that a Disputed Claim or Disputed Interest ultimately becomes an Allowed Claim or Allowed Interest, distributions (if any) shall be made to the Holder of such Allowed Claim or Allowed Interest (as applicable) in accordance with the provisions of this Plan. As soon as reasonably practicable after the date that the order or judgment of the Bankruptcy Court allowing any Disputed Claim or Disputed Interest becomes a Final Order, the Disbursing Agent shall provide to the Holder of such Claim or Interest the distribution (if any) to which such Holder is entitled under this Plan as of the Effective Date, without any interest, dividends, or accruals to be paid on account of such Claim or Interest unless required under applicable bankruptcy law.

**ARTICLE VIII.  
SETTLEMENT, RELEASE, INJUNCTION, AND RELATED PROVISIONS**

*A. Discharge of Claims and Termination of Interests.*

Pursuant to section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in this Plan, the Confirmation Order, or in any contract, instrument, or other agreement or document created or entered into pursuant to this Plan, the distributions, rights, and treatment that are provided in this Plan shall be in complete satisfaction, discharge, and release, effective as of the Effective Date, of Claims (including any Intercompany Claims resolved or compromised after the Effective Date by the Reorganized Debtors), Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against, and Interests in, the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to this Plan on account of such Claims or Interests, including demands, liabilities, and Causes of Action (including any Causes of Action or Claims based on theories or allegations of successor liability) that arose before the Effective Date, any liability (including withdrawal liability) to the extent such Claims or Interests relate to services performed by employees of the Debtors prior to the Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (i) a Proof of Claim based upon such debt or right is Filed or deemed Filed pursuant to section 501 of the Bankruptcy Code; (ii) a Claim or Interest based upon such debt, right, or Interest is Allowed pursuant to section 502 of the Bankruptcy Code; or (iii) the Holder of such a Claim or Interest has accepted this Plan. The Confirmation Order shall be a judicial determination of the discharge of all Claims (other than any Reinstated Claims) and Interests (other than any Intercompany Interests that are Reinstated), subject to the occurrence of the Effective Date.

*B. Release of Liens.*

**Except as otherwise provided in the Exit Facility Documents, the New ABL Facility Documents, this Plan, or the Confirmation Order, or any contract, instrument, release, or other agreement or document created pursuant to this Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to this Plan and, in the case of a Secured Claim or any related claim that may be asserted against a non-Debtor Affiliate, in satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date, except for Other Secured Claims that the Debtors elect to Reinstate in accordance with Article III.B.1 hereof, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates or any non-Debtor Affiliate shall be fully released and discharged, and all of the right, title, and interest of any Holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the Reorganized Debtors and their successors and assigns. Any Holder of such Secured Claim or claim against a non-Debtor Affiliate (and the applicable agents for such Holder) shall be authorized and directed, at the sole cost and expense of the Reorganized Debtors, to release any collateral or other property of any Debtor or non-Debtor Affiliate (including any Cash Collateral and possessory collateral) held by such Holder (and the applicable agents for such Holder) and to take such actions as may be reasonably requested by the Reorganized Debtors to evidence the release of such Lien, including the execution, delivery, and filing or recording of such releases. The presentation or filing of the Confirmation Order to or with any federal, state, provincial, or local agency or department shall constitute good and sufficient evidence of, but shall not be required to effect, the termination of such Liens.**

To the extent that any Holder of a Secured Claim that has been satisfied or discharged in full pursuant to this Plan, or any agent for such Holder, has filed or recorded publicly any Liens and/or security interests to secure such Holder's Secured Claim, then as soon as practicable on or after the Effective Date, at the sole cost and expense of the Reorganized Debtors, such Holder (or the agent for such Holder) shall take any and all steps reasonably requested by the Debtors or the Reorganized Debtors, that are necessary or desirable to record or effectuate the cancellation and/or extinguishment of such Liens and/or security interests, including the making of any applicable filings or recordings, and the Reorganized Debtors shall be entitled to make any such filings or recordings on such Holder's behalf.

C. *Releases by the Debtors.*

Notwithstanding anything contained in this Plan to the contrary, pursuant to section 1123(b) of the Bankruptcy Code, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, on and after the Effective Date, the Released Parties (and, solely with regard to Avoidance Actions, all Entities, whether or not such Entity is a Released Party) will be deemed conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged, by and on behalf of the Debtors, their Estates, and, if applicable, the Reorganized Debtors, in each case on behalf of itself and its respective successors, assigns, and representatives and any and all other Persons that may purport to assert any Cause of Action derivatively, by or through the foregoing Persons, from any and all claims and Causes of Action whatsoever (including any Avoidance Actions and any derivative claims asserted or assertable on behalf of the Debtors, their Estates, or the Reorganized Debtors), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that the Debtors, their Estates, the Reorganized Debtors, if applicable, or their Affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, agents, and any other Persons claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person, arising on or before the Effective Date and based on or relating to, or in any manner arising from, in whole or in part, the Debtors or the Estates, the management, ownership, or operation of the Debtors, the Chapter 11 Cases, the Restructuring Transactions, the purchase, sale, or rescission of the purchase or sale of any Security of the Debtors, the subject matter of, or the transactions, events, circumstances, acts, or omissions giving rise to, any Claim or Interest that is treated under this Plan, the business or contractual arrangements or interactions between the Debtors and any Released Party, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, any other in-court or out-of-court restructuring efforts of the Debtors, the negotiation, formulation, or preparation of the Restructuring Term Sheet, the Restructuring Transactions, the Prepetition Credit Documents, the New Organizational Documents, the DIP Documents, the DIP Orders, the Disclosure Statement, the Plan Supplement, this Plan and related agreements, instruments, and other documents, the solicitation of votes with respect to this Plan, the New Exit Facility Documents, the New ABL Facility Documents, the New Organizational Documents, the Liquidating Trust Agreements, and all other Definitive Documents, and any other any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date; *provided, however*, that notwithstanding anything herein to the contrary, nothing in this Plan shall affect, limit, or release in any way any performance obligations of any party or Entity under this Plan, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement this Plan; *provided, further*, that, nothing in this Article VIII.C shall be construed to release (i) the Released Parties from any criminal act or intentional fraud, willful misconduct, or gross negligence, in each case, as determined by a Final Order or (ii) any action included in the Schedule of Retained Causes of Action.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the Debtor Release, which includes by reference each of the related provisions and definitions contained in this Plan and, further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (i) in exchange for the good and valuable consideration provided by the Released Parties, including, without limitation, the Released Parties' contributions to facilitating the Restructuring Transactions and implementing this Plan; (ii) in the best interests of the Debtors and all Holders of Claims and Interests; (iii) fair, equitable, and reasonable; (iv) given and made after due notice and opportunity for hearing; and (v) a bar to any of the Debtors, the Debtors' Estates

or, if applicable, the Reorganized Debtors, asserting any Claim or Cause of Action released pursuant to the Debtor Release.

*D. Releases by Holders of Claims and Interests.*

Except as otherwise expressly set forth in this Plan or the Confirmation Order, on and after the Effective Date, the Released Parties will be deemed conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged, by the Releasing Parties, in each case on behalf of itself and its respective successors, assigns, and representatives and any and all other Persons that may purport to assert any Cause of Action derivatively, by or through the foregoing Persons, in each case solely to the extent of the Releasing Parties' authority to bind any of the foregoing, including pursuant to agreement or applicable non-bankruptcy law, from any and all claims and Causes of Action whatsoever (including any derivative claims, asserted or assertable on behalf of the Debtors or the Estates), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement, or otherwise, that such Holders or their estates, Affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, agents, and any other Persons claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person, arising on or before the Effective Date and based on or relating to, or in any manner arising from, in whole or in part, the Debtors or the Estates, the management, ownership, or operation of the Debtors, the Chapter 11 Cases, the Restructuring Transactions, the purchase, sale, or rescission of the purchase or sale of any Security of the Debtors, the subject matter of, or the transactions, events, circumstances, acts, or omissions giving rise to, any Claim or Interest that is treated under this Plan, the business or contractual arrangements or interactions between the Debtors and any Released Party, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, any other in-court or out-of-court restructuring efforts of the Debtors, the negotiation, formulation, or preparation of the Restructuring Term Sheet, the Restructuring Transactions, the Prepetition Credit Documents, the New Organizational Documents, the DIP Documents, the DIP Orders, the Disclosure Statement, the Plan Supplement, this Plan and related agreements, instruments, and other documents, the solicitation of votes with respect to this Plan, the Exit Facility Documents, the New ABL Facility Documents, the New Organizational Documents, the Liquidating Trust Agreements, and all other Definitive Documents, and any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date; *provided, however*, that notwithstanding anything herein to the contrary, nothing in this Plan shall affect, limit, or release in any way (x) any performance obligations of any party or Entity under this Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement this Plan or (y) any Claim or other Cause of Action held by the ABL Agent or the ABL Lenders against any Foreign Obligor (as defined in the ABL Credit Agreement) or, to the extent provided in the New ABL Documents, any Reorganized Debtor, from any rights, claims, liens or other liabilities owed to the ABL Agent or ABL Lenders related to the Foreign Obligations or the Foreign Collateral (each, as defined in the ABL Credit Agreement). For the avoidance of doubt, nothing in this Article VIII.D shall be construed to release the Released Parties from any criminal act, intentional fraud, willful misconduct, or gross negligence, in each case, as determined by a Final Order.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the Third-Party Release, which includes by reference each of the related provisions and definitions contained herein, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (i) consensual; (ii) essential to the confirmation of this Plan; (iii) given in exchange for good and valuable consideration provided by the Released Parties; (iv) a good faith settlement and compromise of the Claims released by the Third-Party Release; (v) in the best interests of the Debtors and their Estates; (vi) fair, equitable, and reasonable; (vii) given and made after due notice and opportunity for hearing; and (viii) a bar to any of the Releasing Parties asserting any claim or Cause of Action released pursuant to the Third-Party Release.

*E. Exculpation.*

To the fullest extent permitted by applicable law, no Exculpated Party will have or incur, and each Exculpated Party will be released and exculpated from, any Claim or Cause of Action occurring between the Petition Date and the Effective Date in connection with or arising out of the administration of the Chapter 11 Cases, the negotiation and pursuit of the Restructuring Term Sheet, the Restructuring Transactions, the Prepetition Credit Documents, the New Organizational Documents, the DIP Documents, the DIP Orders, the Disclosure Statement, the Plan Supplement, this Plan and related agreements, instruments, and other documents, the Exit Facility Documents, the New ABL Facility Documents, the Liquidating Trust Agreements, and all other Definitive Documents, the solicitation of votes for, or Confirmation of, this Plan, the funding of this Plan, the occurrence of the Effective Date, the administration of this Plan or the property to be distributed under this Plan, the issuance of Securities under or in connection with this Plan, the purchase, sale, or rescission of the purchase or sale of any Security of the Debtors or the Reorganized Debtors, if applicable, in connection with this Plan and the Restructuring Transactions, or the transactions in furtherance of any of the foregoing, other than Claims or Causes of Action in each case arising out of or related to any act or omission of an Exculpated Party that is a criminal act or constitutes actual fraud, willful misconduct, or gross negligence as determined by a Final Order, but in all respects such Persons will be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to this Plan. The Exculpated Parties have acted in compliance with the applicable provisions of the Bankruptcy Code with regard to the solicitation and distribution of Securities pursuant to this Plan and, therefore, are not, and on account of such distributions will not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of this Plan or such distributions made pursuant to this Plan, including the issuance of Securities thereunder. The exculpation will be in addition to, and not in limitation of, all other releases, indemnities, exculpations, and any other applicable law or rules protecting such Exculpated Parties from liability; *provided*, that notwithstanding anything herein to the contrary, nothing in this Plan shall affect, limit, or release in any way any performance obligations of any party or Entity under this Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement this Plan.

*F. Injunction.*

Except as otherwise expressly provided in this Plan or the Confirmation Order or for obligations issued or required to be paid pursuant to this Plan or the Confirmation Order, all Entities who have held, hold, or may hold Claims or Interests that have been released, discharged, or are subject to exculpation are permanently enjoined, from and after the Effective Date through and until the date upon which all remaining property of the Debtors' Estates vested in the Reorganized Debtors has been liquidated and distributed in accordance with the terms of this Plan, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties: (i) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims, Interests, Causes of Action, or liabilities; (ii) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims, Interests, Causes of Action, or liabilities; (iii) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or the Estates of such Entities on account of or in connection with or with respect to any such Claims, Interests, Causes of Action, or liabilities; (iv) asserting any right of setoff against or subrogation of any kind to any obligation due to the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties (as applicable) or against the property of the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties (as applicable) unless such Holder asserting such right of setoff or subrogation (a) asserted such right of setoff or subrogation in a timely filed Proof of Claim or Cure Claim, as applicable or (b) Filed a motion requesting the right to perform such setoff or subrogation on or before the Effective Date; and (v) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims, Interests, Causes of Action, or liabilities released or settled pursuant to this Plan.

No Person or Entity may commence or pursue a Claim or Cause of Action of any kind against the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties, as applicable, that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action subject to Article VIII.C, Article VIII.D, or Article VIII.E hereof, without the Bankruptcy

Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action represents a colorable Claim of any kind, and (ii) specifically authorizing such Person or Entity to bring such Claim or Cause of Action against any such Debtor, Reorganized Debtor, Exculpated Party, or Released Party. At the hearing for the Bankruptcy Court to determine whether such Claim or Cause of Action represents a colorable Claim of any kind, the Bankruptcy Court may, or shall if any Debtor, Reorganized Debtor, Exculpated Party, Released Party, or other party in interest requests by motion (oral motion being sufficient), direct that such Person or Entity seeking to commence or pursue such Claim or Cause of Action file a proposed complaint with the Bankruptcy Court embodying such Claim or Cause of Action, such complaint satisfying the applicable Federal Rules of Civil Procedure, including, but not limited to, Rule 8 and Rule 9 (as applicable), which the Bankruptcy Court shall assess before making a determination.

Upon entry of the Confirmation Order, all Holders of Claims and Interests and their respective current and former employees, agents, officers, directors, principals, and direct and indirect affiliates shall be enjoined from taking any actions to interfere with the implementation or Consummation of this Plan. Except as otherwise set forth in the Confirmation Order, each Holder of an Allowed Claim or Allowed Interest, as applicable, by accepting, or being eligible to accept, distributions under or Reinstatement of such Claim or Interest, as applicable, pursuant to this Plan, shall be deemed to have consented to the injunction provisions set forth in this ARTICLE VIII.F. For the avoidance of doubt, the injunction provisions set forth in this ARTICLE VIII.F shall not enjoin timely appeals of the Confirmation Order, if any.

For the avoidance of doubt, nothing in the Plan shall enjoin (i) any Entity from prosecuting any action to enforce the terms of the Plan, the Confirmation Order, any other Definitive Document or other document, instrument or agreement executed to implement this Plan, the Confirmation Order or any other Definitive Document or (ii) the ABL Agent or ABL Lenders from asserting or enforcing, outside the Bankruptcy Court, any rights, claims, liens or other liabilities against any Foreign Obligor (as defined in the ABL Credit Agreement) or, to the extent provided in the New ABL Documents, any Reorganized Debtor related to the Foreign Obligations or the Foreign Collateral (each as defined in the ABL Credit Agreement) or from taking any other action to collect on the Foreign Obligations or the Foreign Collateral.

*G. Protections Against Discriminatory Treatment.*

Consistent with section 525 of the Bankruptcy Code and the Supremacy Clause of the U.S. Constitution, all Entities, including Governmental Units, shall not discriminate against the Reorganized Debtors, or deny, revoke, suspend, or refuse to renew a license, permit, charter, franchise, or other similar grant to, condition such a grant to, discriminate with respect to such a grant against the Reorganized Debtors, or another Entity with whom the Reorganized Debtors have been associated, solely because each Debtor has been a debtor under chapter 11 of the Bankruptcy Code, has been insolvent before the commencement of the Chapter 11 Cases (or during the Chapter 11 Cases but before the Debtors are granted or denied a discharge), or has not paid a debt that is dischargeable in the Chapter 11 Cases.

*H. Document Retention.*

On and after the Effective Date, the Reorganized Debtors may maintain documents in accordance with their standard document retention policy, as may be altered, amended, modified, or supplemented by the Reorganized Debtors.

**ARTICLE IX.  
CONDITIONS PRECEDENT TO CONSUMMATION OF THIS PLAN**

*A. Conditions Precedent to the Effective Date.*

It shall be a condition to the Effective Date of this Plan that the following conditions shall have been satisfied or waived pursuant to the provisions of Article IX.B hereof:

1. any Restructuring Transactions that are required to occur before the Effective Date under the Restructuring Transactions Memorandum shall have been implemented in accordance with the Restructuring Transactions Memorandum in all material respects;
2. the Bankruptcy Court shall have entered the DIP Orders, the form and substance of which are acceptable to the AHG, the ABL Agent, and the DIP Agent by the applicable DIP Milestones and such DIP Orders shall have become Final Orders;
3. all conditions precedent to the effectiveness of the DIP Credit Agreement shall have been satisfied or waived in accordance with the terms of the DIP Credit Agreement, and the DIP Credit Agreement shall remain in full force and effect and in form and substance acceptable to the AHG and the DIP Agent;
4. the Bankruptcy Court shall have entered an order conditionally approving the Disclosure Statement by the applicable DIP Milestone and such order shall have become a Final Order and be in form and substance acceptable to the AHG;
5. the Bankruptcy Court shall have entered the Confirmation Order and the Confirmation Order shall have become a Final Order and be in form and substance acceptable to the AHG and the ABL Agent;
6. each document or agreement constituting the applicable Definitive Documents, the form and substance of which shall be acceptable to the AHG and subject to the consent rights set forth in this Plan and the DIP Documents, shall have been executed and/or effectuated and remain in full force and effect, and any conditions precedent related thereto or contained therein shall have been satisfied or waived by the applicable party or parties thereto (with the consent of the AHG) prior to or contemporaneously with the occurrence of the Effective Date;
7. the Exit Facility Documents, the form and substance of which shall be acceptable to the AHG and the Exit Facility Agent and subject to the consent rights set forth in this Plan and the DIP Documents, shall have been executed and delivered by each party thereto, and any conditions precedent related thereto shall have been satisfied or waived by the parties thereto (with the consent of the AHG), other than such conditions that relate to the effectiveness of this Plan and related transactions, including payment of fees and expenses;
8. the New ABL Facility Documents, the form and substance of which shall be acceptable to the ABL Agent, the ABL Lenders, and the AHG and subject to the consent rights set forth in this Plan and the DIP Documents, shall have been executed and delivered by each party thereto, and any conditions precedent related thereto shall have been satisfied or waived by the parties thereto (with the consent of the ABL Agent, the ABL Lenders, and the AHG) prior to or contemporaneously with the occurrence of the Effective Date;
9. the DIP Amendment Claims, the DIP Claims, the ABL Claims, the Cash Management Superpriority Claims, and the L/C Superpriority Claims shall have been treated in accordance with this Plan;
10. the New Common Stock (other than any New Common Stock that may be issued in connection with the Management Incentive Plan) shall have been issued;
11. all Restructuring Expenses, to the extent invoiced, shall have been paid in full in Cash;
12. the Debtors shall have obtained all authorizations, consents, regulatory approvals, rulings, or documents that are necessary to implement and effectuate this Plan and the Restructuring Transactions;
13. the Plan Supplement and all of the schedules, documents, and exhibits contained therein shall have been Filed in form and substance acceptable to the AHG;
14. the Debtors' use of Cash Collateral pursuant to the DIP Orders shall not have been terminated and the DIP Orders shall not have been vacated, stayed, or modified without the prior written consent of the ABL Agent and the AHG;

15. none of the Chapter 11 Cases shall have been converted to a case under chapter 7 of the Bankruptcy Code;

16. no Bankruptcy Court order appointing a trustee or examiner with expanded powers shall have been entered and remain in effect under any chapter of the Bankruptcy Code with respect to the Debtors;

17. this Plan shall not have been materially amended, altered, or modified from this Plan as confirmed by the Confirmation Order, unless such material amendment, alteration, or modification has been consented to by the AHG, the DIP Agent and Term Loan Agent (with respect to any provision relating to or affecting the DIP Agent and Term Loan Agent in its capacity as such) and the ABL Agent (with respect to any provision relating to or affecting the ABL Agent, the ABL Claims, the Cash Management Superpriority Claims, or the L/C Superpriority Claims, or the respective Holders thereof) and made in accordance with the terms of this Plan as confirmed by the Confirmation Order and the DIP Documents;

18. all professional fees and expenses of retained professionals required to be approved by the Bankruptcy Court shall have been paid in full or amounts sufficient to pay such fees and expenses after the Effective Date shall have been placed in the Professional Fee Escrow Account pending approval by the Bankruptcy Court;

19. all governmental, regulatory approvals, including foreign direct investment approvals, third-party approvals and consents necessary, if any, in connection with the Restructuring Transactions shall have been obtained, not subject to unfulfilled conditions, and be in full force and effect, and all applicable waiting periods shall have expired without action being taken or threatened by any competent authority that would restrain, prevent or otherwise impose materially adverse conditions on such transactions;

20. the Debtors shall have worked in good faith and used commercially reasonable efforts to achieve mutually acceptable settlements with vendors pursuant to the *Final Order (I) Authorizing the Debtors to Pay Certain Prepetition Claims of (A) Critical Vendors, (B) Foreign Vendors, (C) Lien Claimants, and (D) 503(b)(9) Claimants, (II) Confirming Administrative Expense Priority of Outstanding Orders, and (III) Granting Related Relief* [Docket No. 281]; and

21. the Stonebriar Transaction Documents, the form and substance of which shall be acceptable to Stonebriar and the AHG, and subject to the consent rights set forth in the DIP Documents, shall have been executed and/or effectuated and remain in full force and effect, and any conditions precedent related thereto or contained therein shall have been satisfied or waived by the applicable party or parties thereto (with the consent of the AHG) prior to or contemporaneously with the Effective Date.

*B. Waiver of Conditions.*

The conditions to the Effective Date set forth in this Article IX, except for the conditions set forth in Article IX.A.9, 11, 14, 17, and 21 of this Plan (each of which may not be waived without the consent of the affected parties), may be waived in whole or in part at any time by the Debtors only with the prior written consent (email shall suffice) of the AHG, the ABL Agent, and, with respect to Article IX.A.18, and 20, the Committee, without notice, leave, or order of the Bankruptcy Court or any formal action other than proceedings to confirm or consummate this Plan.

*C. Effect of Failure of Conditions.*

If Consummation does not occur, this Plan shall be null and void in all respects, and nothing contained in this Plan or the Disclosure Statement shall: (i) constitute a waiver or release of any Claims by the Debtors or other Claims or Interests; (ii) prejudice in any manner the rights of the Debtors, any Holders of Claims or Interests, or any other Person or Entity; or (iii) constitute an admission, acknowledgment, offer, or undertaking by the Debtors, any Holders of Claims or Interests, or any other Entity in any respect.

*D. Substantial Consummation.*

Substantial Consummation of this Plan shall be deemed to occur on the Effective Date.

**ARTICLE X.  
MODIFICATION, REVOCATION, OR WITHDRAWAL OF THE PLAN**

*A. Modification and Amendments.*

Except as otherwise specifically provided in this Plan and only to the extent permitted by the DIP Documents and with the consent of the AHG and the ABL Agent, the Debtors reserve the right to modify this Plan, whether such modification is material or immaterial, and seek Confirmation consistent with the Bankruptcy Code and, as appropriate, not resolicit votes on such modified Plan. Subject to those restrictions on modifications set forth in this Plan and the DIP Documents, and the requirements of section 1127 of the Bankruptcy Code, rule 3019 of the Bankruptcy Rules, and, to the extent applicable, sections 1122, 1123, and 1125 of the Bankruptcy Code, each of the Debtors, with the consent of the AHG and the ABL Agent, expressly reserves its respective rights to revoke or withdraw, or to alter, amend, or modify, this Plan with respect to such Debtor, one or more times, after Confirmation and, to the extent necessary, may initiate proceedings in the Bankruptcy Court to so alter, amend, or modify this Plan, or remedy any defect or omission or reconcile any inconsistencies in this Plan, the Disclosure Statement, or the Confirmation Order, in such matters as may be necessary to carry out the purposes and intent of this Plan.

*B. Effect of Confirmation on Modifications.*

Entry of a Confirmation Order shall mean that all modifications or amendments to this Plan since the solicitation thereof are approved pursuant to section 1127(a) of the Bankruptcy Code and do not require additional disclosure or resolicitation under Bankruptcy Rule 3019.

*C. Revocation or Withdrawal of Plan.*

To the extent permitted by the DIP Documents, the Debtors, with the consent of the AHG, reserve the right to revoke or withdraw this Plan, including the right to revoke or withdraw this Plan for any or all of the Debtors, prior to the Confirmation Date and to File subsequent plans of reorganization. In such event, the Classes pertaining to such Debtor(s) shall be removed from this Plan, and this Plan shall omit any treatment of the assets and liabilities of such Debtor(s). The removal of any Debtor from this Plan shall not affect this Plan with respect to any other Debtor. If the Debtors revoke or withdraw this Plan, or if Confirmation or Consummation does not occur, then: (i) this Plan shall be null and void in all respects; (ii) any settlement or compromise embodied in this Plan (including the fixing or limiting to an amount certain of any Claim or Interest or Class of Claims or Interests), assumption or rejection of Executory Contracts or Unexpired Leases effected under this Plan, and any document or agreement executed pursuant to this Plan, shall be deemed null and void; and (iii) nothing contained in this Plan shall (a) constitute a waiver or release of any Claims or Interests, (b) prejudice in any manner the rights of such Debtor or any other Entity, or (c) constitute an admission, acknowledgement, offer, or undertaking of any sort by such Debtor or any other Entity.

**ARTICLE XI.  
RETENTION OF JURISDICTION**

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, on and after the Effective Date, the Bankruptcy Court shall retain exclusive jurisdiction over all matters arising out of, or relating to, the Chapter 11 Cases and this Plan pursuant to sections 105(a) and 1142 of the Bankruptcy Code, including jurisdiction to:

1. allow, disallow, determine, liquidate, classify, estimate, or establish the priority, secured or unsecured status, or amount of any Claim or Interest, including the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the secured or unsecured status, priority, amount, or allowance of Claims or Interests;

2. decide and resolve all matters related to the granting and denying, in whole or in part, any applications for allowance of compensation or reimbursement of expenses to Professionals authorized pursuant to the Bankruptcy Code or this Plan;

3. resolve any matters related to: (a) the assumption, assumption and assignment, or rejection of any Executory Contract or Unexpired Lease to which a Debtor is party or with respect to which a Debtor may be liable and to hear, determine, and, if necessary, liquidate, any Claims arising therefrom, including Cure pursuant to section 365 of the Bankruptcy Code; (b) any potential contractual obligation under any Executory Contract or Unexpired Lease that is assumed; (c) the Reorganized Debtors' amending, modifying, or supplementing, after the Effective Date, pursuant to Article V hereof, any Executory Contracts or Unexpired Leases to the list of Executory Contracts and Unexpired Leases to be assumed, assumed and assigned, or rejected or otherwise; and (d) any dispute regarding whether a contract or lease is or was executory or expired;

4. grant any consensual request to extend the deadline for assuming or rejecting Executory Contracts and Unexpired Leases pursuant to section 365(d)(4) of the Bankruptcy Code;

5. ensure that distributions to Holders of Allowed Claims and Allowed Interests (as applicable) are accomplished pursuant to the provisions of this Plan;

6. adjudicate, decide, or resolve any motions, adversary proceedings, contested or litigated matters, and any other matters and grant or deny any applications involving a Debtor that may be pending on the Effective Date;

7. adjudicate, decide, or resolve any and all matters related to sections 1141 and 1145 of the Bankruptcy Code;

8. enter and implement such orders as may be necessary to execute, implement, or consummate the provisions of this Plan and all contracts, instruments, releases, indentures, and other agreements or documents created or entered into in connection with this Plan or the Disclosure Statement;

9. resolve any cases, controversies, suits, disputes, or Causes of Action 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;

10. issue injunctions, enter and implement other orders, or take such other actions as may be necessary to restrain interference by any Entity with Consummation or enforcement of this Plan;

11. resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the releases, injunctions, discharges, and exculpations contained in this Plan, including under Article VIII hereof, whether arising prior to or after the Effective Date, and enter such orders as may be necessary or appropriate to implement such releases, injunctions, exculpations, and other provisions;

12. resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the repayment or return of distributions and the recovery of additional amounts owed by the Holder of a Claim or Interest for amounts not timely repaid pursuant to Article VI.K hereof;

13. enter and implement such orders as are necessary if the Confirmation Order is for any reason modified, stayed, reversed, revoked, or vacated;

14. determine 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 created in connection with this Plan, the Plan Supplement, or the Disclosure Statement, including the DIP Documents;

15. enter an order concluding or closing the Chapter 11 Cases;

16. adjudicate any and all disputes arising from or relating to distributions under this Plan;
17. consider any modifications of this Plan, to cure any defect or omission, or to reconcile any inconsistency in any Bankruptcy Court order, including the Confirmation Order;
18. determine requests for the payment of Claims and Interests entitled to priority pursuant to section 507 of the Bankruptcy Code;
19. hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of this Plan or the Confirmation Order, including disputes arising under agreements, documents, or instruments executed in connection with this Plan;
20. hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;
21. hear and determine all disputes involving the existence, nature, scope, or enforcement of any exculpations, discharges, injunctions, and releases granted in this Plan, including under Article VIII hereof;
22. enforce all orders previously entered by the Bankruptcy Court; and
23. hear any other matter not inconsistent with the Bankruptcy Code.

As of the Effective Date, notwithstanding anything in this Article XI to the contrary, the Exit Facility Documents and the New ABL Facility Documents shall be governed by the jurisdictional provisions therein, and the Bankruptcy Court shall not have or retain any jurisdiction with respect thereto.

## **ARTICLE XII. MISCELLANEOUS PROVISIONS**

### *A. Immediate Binding Effect.*

Subject to Article IX.A hereof and notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of this Plan (including, for the avoidance of doubt, the Plan Supplement) shall be immediately effective and enforceable and deemed binding upon the Debtors, the Reorganized Debtors, and any and all Holders of Claims or Interests (irrespective of whether such Claims or Interests are deemed to have accepted this Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, discharges, and injunctions described in this Plan, each Entity acquiring property under this Plan, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors. All Claims against and Interests in the Debtors shall be as fixed, adjusted, or compromised, as applicable, pursuant to this Plan regardless of whether any Holder of a Claim or Interest has voted on this Plan.

### *B. Additional Documents.*

On or before the Effective Date, and consistent in all respects with the terms of the DIP Documents, the Debtors may, with the consent of the AHG, File with the Bankruptcy Court such agreements and other documents as may be necessary to effectuate and further evidence the terms and conditions of this Plan. The Debtors or the Reorganized Debtors, as applicable, and all Holders of Claims or Interests receiving distributions pursuant to this Plan and all other parties in interest 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.

### *C. Payment of Statutory Fees.*

All fees due and payable pursuant to section 1930 of Title 28 of the U.S. Code ("Quarterly Fees") prior to the Effective Date shall be paid by the Debtors on the Effective Date (or funded by the Reorganized Debtors and disbursed by the Disbursing Agent on behalf of each of the Reorganized Debtors). After the Effective Date, any

Debtor or Reorganized Debtor, or any Entity making disbursements on behalf of any Debtor or any Reorganized Debtor, or making disbursements on account of an obligation of any Debtor or any Reorganized Debtor (each a “Disbursing Entity”), shall be jointly and severally liable to pay Quarterly Fees when due and payable. The Debtors shall file with the Bankruptcy Court all monthly operating reports due prior to the Effective Date when they become due, using UST Form 11- MOR. After the Effective Date, the Reorganized Debtors, and any Disbursing Entities shall file with the Bankruptcy Court separate UST Form 11-PCR reports when they become due. Each and every one of the Debtors, the Reorganized Debtors, and Disbursing Entities shall remain obligated to pay Quarterly Fees to the Office of the U.S. Trustee until the earliest of that particular Debtor’s case being closed, dismissed, or converted to a case under Chapter 7 of the Bankruptcy Code.

*D. Dissolution of the Committee.*

On the Effective Date, the Committee shall dissolve, and members thereof and Professionals retained by the Committee shall be released and discharged from all rights and duties from or related to the Chapter 11 Cases and under the Bankruptcy Code; *provided* that, the Committee shall continue to exist after the Effective Date and have standing and a right to be heard for the following limited purposes: (a) applications, and any relief related thereto, for compensation by the Professionals for the Committee; (b) requests by any other Person or Entity for allowance of Administrative Claims for substantial contribution pursuant to section 503(b)(3)(D) of the Bankruptcy Code; and (c) any appeals of the Confirmation Order or other appeal to which the Committee is a party.

*E. Reservation of Rights.*

Except as expressly set forth in this Plan, this Plan shall have no force or effect unless the Bankruptcy Court enters the Confirmation Order. None of the Filing of this Plan, any statement or provision contained in this Plan, or the taking of any action by any Debtor with respect to this Plan, the Disclosure Statement, or the Plan Supplement shall be or shall be deemed to be an admission or waiver of any rights of any Debtor with respect to the Holders of Claims or Interests prior to the Effective Date.

*F. Successors and Assigns.*

The rights, benefits, and obligations of any 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, Affiliate, officer, manager, director, agent, representative, attorney, beneficiaries, or guardian, if any, of such Entity.

*G. Notices.*

All notices, requests, and demands to or upon the Debtors to be effective shall be in writing (including by facsimile transmission) 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:

1. if to the Debtors, to:

Accuride Corporation  
Attention: Charles Moore, Chief Restructuring Officer  
E-mail address: cmoore@alvarezandmarsal.com

with copies to:

Kirkland & Ellis LLP  
333 West Wolf Point Plaza  
Chicago, Illinois 60654  
Attention: Ryan Bennett, P.C.; Alexander McCammon  
E-mail address: rbennett@kirkland.com;  
alex.mccammon@kirkland.com

and

Kirkland & Ellis LLP  
601 Lexington Avenue  
New York, New York 10022  
Attention: Derek Hunter  
E-mail address: derek.hunter@kirkland.com

2. if to a member of the AHG, to:

Weil, Gotshal & Manges LLP  
767 5th Ave.  
New York, New York 10153  
Attention: Matt Barr; David Griffiths; F. Gavin Andrews  
E-mail address: matt.barr@weil.com; david.griffiths@weil.com;  
f.gavin.andrews@weil.com

3. if to the Sponsor, to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP  
1285 Avenue of the Americas  
New York, New York 10019-6064  
Attention: Paul M. Basta; Jacob A. Adlerstein; Xu Pang  
E-mail address: pbasta@paulweiss.com; jadlerstein@paulweiss.com; xpang@paulweiss.com

After the Effective Date, the Debtors have authority to notify Entities that, in order to continue to receive documents pursuant to Bankruptcy Rule 2002, such Entity must File a renewed request to receive documents pursuant to Bankruptcy Rule 2002. After the Effective Date, the Reorganized Debtors are authorized to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Entities who have Filed such renewed requests.

*H. Term of Injunctions or Stays.*

Unless otherwise provided in this Plan or in the Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court and extant on the Confirmation Date (excluding any injunctions or stays contained in this Plan or the Confirmation Order) shall remain in full force and effect until the Effective Date. All injunctions or stays contained in this Plan or the Confirmation Order shall remain in full force and effect in accordance with their terms.

*I. Entire Agreement.*

Except as otherwise indicated, this Plan (including, for the avoidance of doubt, the Plan Supplement) supersedes all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into this Plan.

*J. Exhibits.*

All exhibits and documents included in the Plan Supplement are incorporated into and are a part of this Plan as if set forth in full in this Plan. After the exhibits and documents are Filed, copies of such exhibits and documents shall be available upon written request to the Debtors' counsel at the address above or by downloading such exhibits and documents from the Debtors' restructuring website at <https://cases.omniagentsolutions.com/> or the Bankruptcy Court's website at [www.deb.uscourts.gov/bankruptcy](http://www.deb.uscourts.gov/bankruptcy). To the extent any exhibit or document is inconsistent with the terms of this Plan, unless otherwise ordered by the Bankruptcy Court, the non-exhibit or non-document portion of this Plan shall control.

*K. Nonseverability of Plan Provisions.*

If, prior to Confirmation, any term or provision of this Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court shall 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 shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of this Plan shall remain in full force and effect and shall in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of this Plan, as it may have been altered or interpreted in accordance with the foregoing, is: (i) valid and enforceable pursuant to its terms; (ii) integral to this Plan, and any deletion or modification thereof shall be subject to the consent of the AHG and the consent rights set forth in the DIP Documents, and herein; and (iii) nonseverable and mutually dependent.

*L. Votes Solicited in Good Faith.*

Upon entry of the Confirmation Order, the Debtors will be deemed to have solicited votes on this Plan in good faith and in compliance with the Bankruptcy Code, and pursuant to section 1125(e) of the Bankruptcy Code, the Debtors, the AHG, the DIP Lenders, and each of their respective Affiliates, agents, representatives, members, principals, shareholders, officers, directors, managers, employees, advisors, and attorneys (solely to the extent acting as agents) shall be deemed to have participated in good faith and in compliance with the Bankruptcy Code, including in connection with the offer, issuance, sale, and purchase of Securities offered and sold under this Plan and any previous plan, and, therefore, neither any of such parties nor individuals nor the Reorganized Debtors will have any liability for the violation of any applicable law, rule, or regulation governing the solicitation of votes on this Plan or the offer, issuance, sale, or purchase of the Securities offered and sold under this Plan or any previous plan.

*M. Closing of Chapter 11 Cases.*

The Reorganized Debtors shall, promptly after the full administration of the Chapter 11 Cases, File with the Bankruptcy Court all documents required by Bankruptcy Rule 3022 and any applicable order of the Bankruptcy Court to close the Chapter 11 Cases.

*N. Waiver or Estoppel.*

Each Holder of a Claim or Interest shall be deemed to have waived any right to assert any argument, including the right to argue that its Claim or Interest should be Allowed in a certain amount, in a certain priority, secured, or not subordinated by virtue of an agreement made with the Debtors or their counsel, or any other Entity, if such agreement was not disclosed in this Plan, the Disclosure Statement, or papers Filed with the Bankruptcy Court prior to the Confirmation Date.

*O. [Reserved]*

*P. Removal or Abandonment of Third Parties' Property.*

Nothing in this Plan shall impose upon the Reorganized Debtors any obligation to store or protect any third party's property, all of which property will be deemed abandoned and surrendered to the Reorganized Debtors if such property has not been removed (by its owner in a commercially reasonable manner, and with insurance to cover any damage from such removal) from any real property owned or leased by the Reorganized Debtors within forty-five (45) days after Confirmation of this Plan. Following the abandonment and surrender of any such property, the Reorganized Debtors may sell, transfer, assign, scrap, abandon, or otherwise dispose of such property and retain any proceeds resulting therefrom.

*[Remainder of page intentionally left blank.]*

Dated: February 10, 2025

Accuride Corporation  
on behalf of itself and all other Debtors

*/s/ Charles Moore*

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Name: Charles Moore

Title: Chief Restructuring Officer

**Exhibit B**

**Confirmation Notice**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

|  |   |                         |
|--|---|-------------------------|
| In re:   | ) | Chapter 11              |
| ACCURIDE CORPORATION, <i>et al.</i> , <sup>1</sup> | ) | Case No. 24-12289 (JKS) |
| Debtors.   | ) | (Jointly Administered)  |
|  | ) |                         |

**NOTICE OF (I) ENTRY OF ORDER  
APPROVING THE DEBTORS’ DISCLOSURE  
STATEMENT FOR, AND CONFIRMING, THE SECOND MODIFIED AMENDED  
JOINT PLAN OF REORGANIZATION OF ACCURIDE CORPORATION AND ITS  
DEBTOR AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE  
AND (II) OCCURRENCE OF EFFECTIVE DATE**

**PLEASE TAKE NOTICE** that on February 12, 2025, the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) entered an order [Docket No. [●]] (the “Confirmation Order”) confirming the *Modified Amended Joint Plan of Reorganization of Accuride Corporation and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 673] (as may be amended, supplemented, or otherwise modified from time to time, the “Plan”), and approving the *Disclosure Statement Relating to the Amended Joint Plan of Reorganization of Accuride Corporation and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 326] (as may be amended, supplemented, or otherwise modified from time to time, the “Disclosure Statement”) of the above-captioned debtors and debtors in possession (the “Debtors”).<sup>2</sup>

**PLEASE TAKE FURTHER NOTICE** that the Confirmation Order, the Plan, and copies of all documents filed in these chapter 11 cases are available free of charge by visiting <https://omniagentsolutions.com/accuride> or by calling the Debtors’ restructuring information line at 866-956-2136 (Toll-free from US / Domestic) or +1 747-263-0154 (International).

**PLEASE TAKE FURTHER NOTICE** that the terms of the Confirmation Order and the Plan (which, for the avoidance of doubt, includes the Plan Supplement and all exhibits and documents related thereto) are binding upon the Debtors, the Reorganized Debtors, any and all

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Accuride Corporation (9077); Accuride Group Holdings, Inc. (4531); Accuride Intermediate Co., Inc. (9045); Accuride Distributing, LLC (3124); Accuride EMI, LLC (0389); Accuride Erie L.P. (4862); Accuride Henderson Limited Liability Company (8596); AKW General Partner, L.L.C. (4861); AOT, LLC (3088); Armor Parent Corp. (6684); Bostrom Holdings, Inc. (9282); Bostrom Seating, Inc. (7179); Gunite Corporation (9803); KIC LLC (6356); Transportation Technologies Industries, Inc. (2791); and Truck Components, Inc. (5407). The location of the Debtors’ service address is: 38777 Six Mile Road, Suite 410, Livonia, MI 48152.

<sup>2</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Confirmation Order.

Holders of Claims or Interests (irrespective of whether Holders of such Claims or Interests are deemed to have accepted the Plan); all Entities that are parties to or are subject to the settlements, compromises, releases, discharges, and injunctions described in the Plan; each Entity acquiring property under the Plan; and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors.

**PLEASE TAKE FURTHER NOTICE** that, in accordance with Article IV.B of the Plan, on the Effective Date, certain of the Debtors and other applicable parties engaged in a series of Restructuring Transactions as set forth in the Restructuring Transactions Memorandum.

**PLEASE TAKE FURTHER NOTICE THAT** all requests for payment of Professional Fee Claims for services rendered and reimbursement of expenses incurred prior to the Confirmation Date must be filed no later than forty-five (45) days after the Effective Date. The Bankruptcy Court shall determine the Allowed amounts of such Professional Fee Claims after notice and a hearing in accordance with the procedures established by the Bankruptcy Court.

*[Remainder of page intentionally left blank]*

Dated: [●] [●], 2025  
Wilmington, Delaware

*/s/Draft*

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