

of Accuride Corporation and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code [Docket No. 704] (the “Confirmation Order”).²

PLEASE TAKE FURTHER NOTICE THAT the Debtors hereby file this third amendment to the Plan Supplement (the “Third Amended Plan Supplement”) in support of the Plan.

PLEASE TAKE FURTHER NOTICE THAT certain documents, or portions thereof, contained in this Third Amended Plan Supplement remain subject to ongoing review, revision, and further negotiation among the Debtors and interested parties with respect thereto. The Debtors reserve the right to alter, amend, modify, or supplement any document in this Third Amended Plan Supplement in accordance with the Plan.

PLEASE TAKE FURTHER NOTICE THAT if you would like to obtain a copy of the Disclosure Statement, the Plan, the Plan Supplement, the Amended Plan Supplement, the Second Amended Plan Supplement, the Confirmation Order, or related documents, you should contact Omni Agent Solutions, Inc., the claims and noticing agent retained by the Debtors in these chapter 11 cases (the “Solicitation Agent”), by: (a) writing via first class mail, to Accuride Corporation Ballot Processing, c/o Omni Agent Solutions, Inc., 5955 De Soto Avenue, Suite 100, Woodland Hills, CA 91367; (b) writing via electronic mail to accurideinquiries@omniagnt.com; or (c) calling the Debtors’ restructuring hotline at (866) 956-2136 (U.S. & Canada Toll-Free) or +1 (747) 263-0154 (International). You may also obtain copies of any pleadings filed in these chapter 11 cases (a) for a fee via PACER at: <http://www.deb.uscourts.gov>; or (b) at no charge from the Solicitation Agent by accessing the Debtors’ restructuring website at <https://omniagentsolutions.com/Accuride>.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Confirmation Order.

Dated: February 28, 2025
Wilmington, Delaware

/s/ Joseph Barry

YOUNG CONAWAY STARGATT & TAYLOR, LLP

Joseph Barry (Del. Bar No. 4221)
Kenneth J. Enos (Del. Bar No. 4544)
Jared W. Kochenash (Del. Bar. No. 6557)
Rodney Square
1000 North King Street
Wilmington, Delaware 19801
Telephone: (302) 571-6600
Facsimile: (302) 571-1253
Email: jbarry@ycst.com
kenos@ycst.com
jkochenash@ycst.com

KIRKLAND & ELLIS LLP

KIRKLAND & ELLIS INTERNATIONAL LLP

Ryan Blaine Bennett, P.C. (admitted *pro hac vice*)
Alexander D. McCammon (admitted *pro hac vice*)
333 West Wolf Point Plaza
Chicago, Illinois 60654
Telephone: (312) 862-2000
Facsimile: (312) 862-2200
Email: ryan.bennett@kirkland.com
alex.mccammon@kirkland.com

-and-

Derek I. Hunter (admitted *pro hac vice*)

601 Lexington Avenue
New York, New York 10022
Telephone: (212) 446-4800
Facsimile: (212) 446-4900
Email: derek.hunter@kirkland.com

*Co-Counsel for the Debtors
and Debtors in Possession*

*Co-Counsel for the Debtors
and Debtors in Possession*

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

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

**THIRD AMENDED PLAN SUPPLEMENT
FOR THE SECOND MODIFIED AMENDED JOINT PLAN OF
REORGANIZATION OF ACCURIDE CORPORATION AND ITS DEBTOR
AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE²**

This Plan Supplement contains a draft of the following documents, which remain subject to ongoing review and negotiations pursuant to the terms of the Plan.

<u>Exhibit</u>	<u>Description</u>
A	Schedule of Assumed Executory Contracts and Unexpired Leases
A-1	Redline to Previously Filed Schedule of Assumed Executory Contracts and Unexpired Leases
C	Identity and Members of the New Board
J	Liquidating Trust A Agreement
K	Reorganized Topco LLC Agreement
L	Exit Facility Takeback Loan Documents
M	IP and ABL Priority Collateral Assignment Agreement

¹ 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.

² Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Plan.

Exhibit A

Schedule of Assumed Executory Contracts and Unexpired Leases

ACCURIDE CORPORATION

SCHEDULE OF ASSUMED EXECUTORY CONTRACTS AND LEASES

	Accuride Party	Contract Counterparty	Assume / Assume & Assign / Amended & Assume	Contract Type	Cure Amount as Previously Filed ⁽²⁾	Updated Cure Amount	Proposed Payment Date	Notes
1	Accuride Corporation	3D SYSTEMS	Assume	Subscription	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 12/9/2024
2	Accuride Corporation	ACCURIDE DE MEXICO SA DE CV	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
3	Accuride Corporation	ACCURIDE DE MEXICO SA DE CV	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
4	Accuride Corporation	ACCURIDE DEL NORTE, SA DE C.V.	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
5	Accuride Corporation	ACCURIDE DEL NORTE, SA DE C.V.	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
6	Accuride Corporation	ACE PROPERTY	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
7	Accuride Corporation	ACTIV CERBERUS HOLDINGS	Assume	Subscription	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 12/9/2024
8	Accuride Corporation	ADOBE VIA CDW	Assume	License	\$16,450	\$16,450	45 days after the Plan Effective Date	Filed as part of Plan Supplement on 12/9/2024
9	Accuride Corporation	[REDACTED]	Assume	Customer Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
10	Accuride Corporation	[REDACTED]	Assume	Customer Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
11	Accuride Corporation	ADVANCED WHEEL SALES	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
12	Accuride Group Holdings, Inc.	AFCO PREMIUM CREDIT LLC	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
13	Accuride Group Holdings, Inc.	AFCO PREMIUM CREDIT LLC	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
14	Accuride Corporation	AFCO PREMIUM CREDIT LLC	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
15	Accuride Corporation	AFCO PREMIUM CREDIT LLC	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
16	Armor Parent Corp.	AGNL WHEELS MEXICO, S. DE R.L. DE C.V.	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
17	Accuride Corporation	AGNL WHEELS MEXICO, S. DE R.L. DE C.V.	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
18	Armor Parent Corp.	AGNL WHEELS, L.L.C.	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
19	Accuride Corporation	AGNL WHEELS, L.L.C.	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
20	Accuride Erie, L.P.	AGNL WHEELS, L.L.C.	Assume	Lease	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
21	Accuride Henderson Limited Liability Company	AGNL WHEELS, L.L.C.	Assume	Lease	\$1,036,984	\$1,181,581	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
22	AOT, LLC	AGNL WHEELS, L.L.C.	Assume	Lease	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
23	Accuride Corporation	AIRGAS	Assume	Agreement	\$33,699	\$33,699	45 days after the Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
24	Accuride Corporation	ALLIANZ GLOBAL RISKS US INSURANCE COMPANY	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
25	Accuride Corporation	ALLIED WORLD ASSURANCE COMPANY (U.S.) INC. (SUBSIDIARY OF FAIRFAX FINANCIAL)	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
26	Accuride Corporation	AMERICAN ALTERNATIVE INSURANCE CORPORATION	Assume	Surety Bond	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
27	Accuride Corporation	Trade Risk Guaranty Brokerage Services LLC	Assume	Surety Bond	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
28	Accuride Corporation	AMERICAN ALTERNATIVE INSURANCE CORPORATION	Assume	Surety Bond	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
29	Accuride Corporation	FIRST ADVANTAGE	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
30	Accuride Henderson Limited Liability Company	ANGELO GORDON	Assume	Lease	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
31	Accuride Corporation	ANSYS INC	Assume	License	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 12/9/2024

ACCURIDE CORPORATION

SCHEDULE OF ASSUMED EXECUTORY CONTRACTS AND LEASES

	Accuride Party	Contract Counterparty	Assume / Assume & Assign / Amended & Assume	Contract Type	Cure Amount as Previously Filed ⁽²⁾	Updated Cure Amount	Proposed Payment Date	Notes
32	Accuride Corporation	AON HEWITT/CONSULTING	Assume	Agreement	\$15,742	\$15,742	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
33	Accuride Corporation	ARCH INSURANCE GROUP INC.	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
34	Accuride Corporation	ARCH SPECIALTY INSURANCE COMPANY	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
35	Accuride Corporation	AT&T	Assume	Agreement	\$42,274	\$42,274	45 days after the Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
36	Accuride Corporation	AT&T MOBILITY	Assume	Agreement	\$30,342	\$30,342	45 days after the Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
37	Accuride Corporation	ADMINAMERICA	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
38	Accuride Corporation	[REDACTED]	Assume	Customer Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
39	Accuride Corporation	BANNOCKBURN GLOBAL FOREX	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
40	Accuride Corporation	[REDACTED]	Assume	Customer Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
41	Accuride Corporation	AMERICAN HERITAGE LIFE INSURANCE COMPANY	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
42	Accuride Corporation	BEAZLEY INSURANCE COMPANY INC	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
43	Accuride Corporation	BEAZLEY INSURANCE COMPANY INC	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
44	Accuride Corporation	BLOOMBERG	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
45	Accuride Corporation	[REDACTED]	Assume	Customer Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
46	Accuride Corporation	[REDACTED]	Assume	Customer Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
47	Accuride Corporation	[REDACTED]	Assume	Customer Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
48	Accuride Corporation	[REDACTED]	Assume	Customer Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
49	Accuride Corporation	BNY	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
50	Accuride Corporation	BROADCOM VIA CDW	Assume	License	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 12/9/2024
51	Accuride Corporation	BROOKS WILKINS SHARKEY & TURCO	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
52	Accuride Corporation	BRYAN NEIGHBORS	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
53	Accuride Corporation	C.H. ROBINSON WORLDWIDE, INC.	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
54	Accuride Corporation	CAMBRIDGE CENTER LIMITED PARTNERSHIP	Amended & Assume	Lease	\$15,095	\$15,095	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025; As Amended on 2/21
55	Accuride Corporation	CARTUS	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
56	Accuride Corporation	CASUALTY INSURANCE COMPANY	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
57	Accuride Group Holdings, Inc.	CDW	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
58	Accuride Corporation	CDW UK	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
59	Accuride Henderson Limited Liability Company	CED EVANSVILLE SUPPLY CO	Assume	Agreement	\$89,251	\$89,251	45 days after the Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
60	Accuride Corporation	CHAD MONROE	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
61	Accuride Corporation	CHAD MONROE	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
62	Accuride Corporation	CHUBB BERMUDA INSURANCE LTD	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025

ACCURIDE CORPORATION

SCHEDULE OF ASSUMED EXECUTORY CONTRACTS AND LEASES

	Accuride Party	Contract Counterparty	Assume / Assume & Assign / Amended & Assume	Contract Type	Cure Amount as Previously Filed ⁽²⁾	Updated Cure Amount	Proposed Payment Date	Notes
63	Accuride Corporation	CHURCHHILL CASUALTY LTD.	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
64	Accuride Corporation	CHURCHHILL CASUALTY LTD.	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
65	Accuride Corporation	AUTOMATIC DATA PROCESSING, INC. (ADP)	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
66	Accuride Corporation	CISCO VIA CDW	Assume	Agreement	\$113,412	\$113,412	45 days after the Plan Effective Date	Filed as part of Plan Supplement on 12/9/2024
67	Accuride Corporation	BLUE CROSS BLUE SHIELD	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
68	Accuride Corporation	COLUMBIA CASUALTY COMPANY	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
69	Accuride Corporation	CITRAN OCCUPATIONAL HEALTH	Assume	Agreement	\$1,085	\$1,085	45 days after the Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
70	Accuride Corporation	CORCENTRIC	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
71	Accuride Corporation	CORCENTRIC	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
72	Accuride Group Holdings, Inc.	COSCO	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
73	Accuride Group Holdings, Inc.	COSCO	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
74	Accuride Erie, L.P.	COYLE, LYNCH, & COMPANY	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
75	Accuride Corporation	COZEN O'CONNOR	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
76	Accuride Corporation	CRAIG KESSLER	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
77	Accuride Corporation	CRAIG R. KESSLER	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
78	Accuride Corporation	[REDACTED]	Assume	Customer Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
79	Accuride Corporation	[REDACTED]	Assume	Customer Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
80	Accuride Corporation	[REDACTED]	Assume	Customer Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
81	Accuride Corporation	[REDACTED]	Assume	Customer Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
82	Accuride Group Holdings, Inc.	CRU PRICE RISK MANAGEMENT	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
83	Accuride Corporation	CT CORPORATION	Assume	Agreement	\$200	\$200	45 days after the Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
84	Accuride Corporation	DAILYPAY, INC.	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
85	Accuride Corporation	[REDACTED]	Assume	Customer Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
86	Accuride Corporation	[REDACTED]	Assume	Customer Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
87	Accuride Corporation	DAVID FAIPLER	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
88	Accuride Henderson Limited Liability Company	DE LAGE LANDEN	Assume	Lease	\$13,576	\$13,576	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
89	Accuride Corporation	DEACONESS COMP CENTER	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
90	Accuride Group Holdings, Inc.	DELOITTE & TOUCHE LLP	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
91	Accuride Corporation	DELOITTE & TOUCHE LLP	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
92	Accuride Corporation	DELOITTE & TOUCHE LLP	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
93	Accuride Corporation	DELOITTE & TOUCHE LLP	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025

ACCURIDE CORPORATION

SCHEDULE OF ASSUMED EXECUTORY CONTRACTS AND LEASES

	Accuride Party	Contract Counterparty	Assume / Assume & Assign / Amended & Assume	Contract Type	Cure Amount as Previously Filed ⁽²⁾	Updated Cure Amount	Proposed Payment Date	Notes
94	Accuride Corporation	DELOITTE & TOUCHE TAX (CANADA)	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
95	Accuride Corporation	DILL	Assume	Agreement	\$307,941	\$307,941	45 days after the Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
96	Accuride Corporation	CONVERCENT	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
97	Accuride Corporation	E2OPEN	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
98	Accuride Corporation	EAC PRODUCT DEVELOPMENT	Assume	License	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 12/9/2024
99	Accuride Corporation	ERNST & YOUNG	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
100	Accuride Corporation	ERNST & YOUNG	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
101	Accuride Corporation	Fair American Insurance and Reinsurance Company	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
102	Accuride Corporation	FASTMARKETS	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
103	Accuride Corporation	EXPRESS SERVICES INC	Assume	Agreement	\$8,081	\$8,081	45 days after the Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
104	Accuride Corporation	FLEETCO INC.	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
105	Accuride Corporation	FLEETCO INC.	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
106	Accuride Corporation	[REDACTED]	Assume	Customer Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
107	Accuride Corporation	[REDACTED]	Assume	Customer Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
108	Accuride Corporation	GDLSK (GRUNFELD DESIDERIO, ETC.)	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
109	Accuride Corporation	GEOFFREY BRUCE	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
110	Accuride Corporation	GEOFFREY J. BRUCE	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
111	Accuride Corporation	GIBSON DUNN & CRUTCHER	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
112	Accuride Corporation	GREAT AMERICAN	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
113	Accuride Corporation	[REDACTED]	Assume	Customer Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
114	Accuride Corporation	GRUPO TRAYECTO	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
115	Accuride Corporation	[REDACTED]	Assume	Customer Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
116	Accuride Corporation	GUARDIAN LIFE INSURANCE	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
117	Accuride Corporation	HARDING & SHYMANSKI	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
118	Accuride Corporation	HARDING & SHYMANSKI	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
119	Accuride Corporation	HARDING & SHYMANSKI	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
120	Accuride Corporation	HARDING & SHYMANSKI	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
121	Accuride Corporation	HARDING & SHYMANSKI	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
122	Accuride Corporation	HARTFORD FIRE INSURANCE COMPANY	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
123	Accuride Corporation	HARTFORD FIRE INSURANCE COMPANY	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
124	Accuride Corporation	HAWK RIDGE SYSTEMS	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 12/9/2024

ACCURIDE CORPORATION

SCHEDULE OF ASSUMED EXECUTORY CONTRACTS AND LEASES

	Accuride Party	Contract Counterparty	Assume / Assume & Assign / Amended & Assume	Contract Type	Cure Amount as Previously Filed ⁽²⁾	Updated Cure Amount	Proposed Payment Date	Notes
125	KIC LLC	[REDACTED]	Assume	Customer Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
126	KIC LLC	[REDACTED]	Assume	Customer Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
127	Gunito Corporation	[REDACTED]	Assume	Customer Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
128	Gunito Corporation	[REDACTED]	Assume	Customer Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
129	Accuride Corporation	[REDACTED]	Assume	Customer Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
130	Accuride Corporation	[REDACTED]	Assume	Customer Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
131	Accuride Corporation	HDI GLOBAL SPECIALTY SE	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
132	Accuride Corporation	HEALTH ADVOCATE	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
133	Accuride Corporation	HEALTHCARE SERVICE CORPORATION (HCSC)	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
134	Accuride Corporation	HEALTHYQUITY/WAGWORKS	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
135	Accuride Corporation	HEALTHWORKS	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
136	Accuride Corporation	HENKEL	Assume	Agreement	\$198,068	\$198,068	45 days after the Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
137	Accuride Corporation	HIGHMARK	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
138	Accuride Corporation	HOME OIL & GAS COMPANY	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
139	Accuride Corporation	HSA BANK	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
140	Accuride Corporation	HUMANA INSURANCE COMPANY	Assume	Agreement	\$0	\$78,218	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
141	Accuride Corporation	I/GEAR	Assume	License	\$3,254	\$3,254	45 days after the Plan Effective Date	Filed as part of Plan Supplement on 12/9/2024
142	Accuride Corporation	INDIAN HARBOR INSURANCE COMPANY	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
143	Accuride Corporation	INTERSTATE-TRUCKWAY, INC.	Assume	Lease	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
144	Accuride Corporation	JAYNE ORR	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
145	Accuride Corporation	JAYNE ORR	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
146	Accuride Corporation	[REDACTED]	Assume	Customer Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
147	Accuride Corporation	K. TIMOTHY KLINE	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
148	Accuride Corporation	KBITE AUTOMATISERING	Assume	License	\$130	\$130	45 days after the Plan Effective Date	Filed as part of Plan Supplement on 12/9/2024
149	Accuride Corporation	KENNION BENEFIT ADVISORS	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
150	Accuride Corporation	KING & SPALDING	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
151	Accuride Henderson Limited Liability Company	KONICA MINOLTA BUSINESS SOLUTIONS	Assume	Lease	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
152	Accuride Corporation	KUHAR LAW, LLC	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
153	Accuride Corporation	LATHAM & WATKINS LLP	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
154	Accuride Corporation	LEXINGTON INSURANCE COMPANY	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
155	Accuride Corporation	LLOYDS OF LONDON	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025

ACCURIDE CORPORATION

SCHEDULE OF ASSUMED EXECUTORY CONTRACTS AND LEASES

	Accuride Party	Contract Counterparty	Assume / Assume & Assign / Amended & Assume	Contract Type	Cure Amount as Previously Filed ⁽²⁾	Updated Cure Amount	Proposed Payment Date	Notes
156	Accuride Corporation	[REDACTED]	Assume	Customer Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
157	Accuride Corporation	[REDACTED]	Assume	Customer Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
158	Accuride Corporation	[REDACTED]	Assume	Customer Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
159	Accuride Corporation	MACDONALD, ILLIG, JONES & BRITTON LLP	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
160	Accuride Corporation	MATALCO INC.	Amended & Assume	Agreement	\$0	\$24,213,611	As agreed among the parties	Filed as part of Plan Supplement on 2/8/2025; Cure Amount subject to compromise pursuant to the terms and conditions of that certain Second Amending Agreement agreed by the Parties
161	Accuride Corporation	MATTHEW A. FREEMAN	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
162	Accuride Corporation	MATTHEW A. FREEMAN	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
163	Meridian Leasing Corp - Erie	MERIDIAN LEASING ⁽¹⁾	Assume	Lease	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025; Refers to internal Lease ID 4782-5-000211, comprised of Bizhub Copiers/Printers
164	Accuride Erie, L.P.	MERIDIAN LEASING ⁽¹⁾	Assume	Lease	\$8,647	\$8,647	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025; Refers to internal Lease ID 4782-5-000222, comprised of CLP Forklifts
165	Accuride Henderson Limited Liability Company	MERIDIAN LEASING ⁽¹⁾	Assume	Lease	\$13,175	\$13,175	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025; Refers to internal Lease ID 4782-5-000213, comprised of Lift Trucks
166	Accuride Distributing, LLC	MERIDIAN LEASING ⁽¹⁾	Assume	Lease	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025; Refers to internal Lease ID 4782-5-000238, comprised of Scrubber/Bizhub
167	Accuride Distributing, LLC	MERIDIAN LEASING ⁽¹⁾	Assume	Lease	\$25,053	\$25,053	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025; Refers to internal Lease ID 4782-5-000239, comprised of Forklifts
168	Accuride Henderson Limited Liability Company	MERIDIAN LEASING CORP ⁽¹⁾	Assume	Lease	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025; Refers to internal Lease ID 4782-5-000248, comprised of Fork Trucks
169	Accuride Corporation	[REDACTED]	Assume	Customer Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
170	Accuride Corporation	MICHAEL BEST & FRIEDRICH LLP	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
171	Accuride Corporation	MIDVALE INDEMNITY COMPANY	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
172	Accuride Corporation	MILLER NASH GRAHAM & DUNN LLP	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
173	Accuride Corporation	MINITAB	Assume	License	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 12/9/2024
174	Accuride Corporation	NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
175	Accuride Corporation	NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
176	Accuride Corporation	NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
177	Accuride Corporation	NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
178	Accuride Corporation	[REDACTED]	Assume	Customer Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
179	Accuride Corporation	NETAPP VIA CDW	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 12/9/2024
180	Accuride Corporation	NEXSEER CAPITAL, / 2211 MICHELSON DRIVE, SUITE 1110, IRVINE CA 92612	Assume	Lease	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
181	Accuride Henderson Limited Liability Company	NIGHTHAWK SECURITY	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025

ACCURIDE CORPORATION
SCHEDULE OF ASSUMED EXECUTORY CONTRACTS AND LEASES

	Accuride Party	Contract Counterparty	Assume / Assume & Assign / Amended & Assume	Contract Type	Cure Amount as Previously Filed ⁽²⁾	Updated Cure Amount	Proposed Payment Date	Notes
182	Accuride Corporation	NITEL	Assume	Agreement	\$3,470	\$3,470	45 days after the Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
183	Accuride Corporation	OLD REPUBLIC INSURANCE COMPANY	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
184	Accuride Corporation	OLD REPUBLIC INSURANCE COMPANY	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
185	Accuride Corporation	OPEN TEXT INC	Assume	Subscription	\$17,568	\$17,568	45 days after the Plan Effective Date	Filed as part of Plan Supplement on 12/9/2024
186	Accuride Corporation	[REDACTED]	Assume	Customer Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
187	Accuride Corporation	[REDACTED]	Assume	Customer Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
188	Accuride Group Holdings, Inc.	PANDO	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
189	Accuride Corporation	PENSKE	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
190	Accuride Corporation	PENSKE TRUCK LEASING	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
191	Accuride Group Holdings, Inc.	PROGRESS SOFTWARE	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
192	Accuride Corporation	PROGRESSIVE HEALTH OF INDIANA LLC	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
193	Accuride Corporation	[REDACTED]	Assume	Customer Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
194	Accuride Corporation	QUEST DIAGNOSTICS	Assume	Agreement	\$128	\$128	45 days after the Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
195	Accuride Corporation	RBC WEALTH MANAGEMENT	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
196	Accuride Corporation	RIGHT MANAGEMENT	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
197	Accuride Corporation	RIM LOGISTICS, LTD.	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
198	Accuride Corporation	ROCKWELL AUTOMATION, INC.	Assume	License	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 12/9/2024
199	Accuride Henderson Limited Liability Company	ROYSTER'S MACHINE SHOP, INC	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
200	Accuride Corporation	[REDACTED]	Assume	Customer Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
201	Accuride Corporation	[REDACTED]	Assume	Customer Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
202	Accuride Corporation	[REDACTED]	Assume	Customer Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
203	Accuride Corporation	SAGEVIEW ADVISORY	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
204	Accuride Erie, L.P.	SAINT VINCENT	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
205	Accuride Corporation	SCHAGRIN ASSOCIATES	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
206	Accuride Corporation	[REDACTED]	Assume	Customer Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
207	Accuride Corporation	SERVACERO WORTHINGTON	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
208	KIC LLC	SHANDONG JUNCHENG METAL TECHNOLOGY CO. (XINFA)	Assume & Assign to Accuride	Agreement	\$1,777,253	\$1,777,253	45 days after the Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
209	KIC LLC	SHANDONG JUNCHENG METAL TECHNOLOGY CO., LTD.	Assume & Assign to Accuride	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
210	KIC LLC	SHANDONG JUNCHENG METAL TECHNOLOGY CO., LTD.	Assume & Assign to Accuride	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
211	Accuride Corporation	SIEMENS INDUSTRY SOFTWARE	Assume	Subscription	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 12/9/2024
212	Accuride Corporation	SKOTTI FIETSAM	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025

ACCURIDE CORPORATION

SCHEDULE OF ASSUMED EXECUTORY CONTRACTS AND LEASES

	Accuride Party	Contract Counterparty	Assume / Assume & Assign / Amended & Assume	Contract Type	Cure Amount as Previously Filed ⁽²⁾	Updated Cure Amount	Proposed Payment Date	Notes
213	Accuride Corporation	SKOTTI FIETSAM	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
214	Accuride Corporation	SMARTSHEET	Assume	Subscription	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 12/9/2024
215	Accuride Corporation	STANDARD INSURANCE COMPANY	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
216	Accuride Corporation	STARR SURPLUS LINES INSURANCE COMPANY	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
217	Accuride Corporation	STARSTONE SPECIALTY INSURANCE COMPANY	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
218	Accuride Corporation	STARSTONE SPECIALTY INSURANCE COMPANY	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
219	Accuride Corporation	[REDACTED]	Assume	Customer Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
220	Accuride Corporation	STOUGHTON TRAILERS, LLC	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
221	Accuride Corporation	TEAM VIEWER GMBH	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 12/9/2024
222	Accuride Corporation	THE EXECUTIVE WING	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
223	Accuride Corporation	THE HARTFORD STEAM BOILER INSPECTION AND INSURANCE COMPANY	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
224	Accuride Erie, L.P.	TRANSAMERICA	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
225	Gunite Corporation	TRANSAMERICA	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
226	Accuride Corporation	TRANSAMERICA	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
227	Accuride Erie, L.P.	TRUCENT	Assume	Agreement	\$943,204	\$943,204	45 days after the Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
228	Accuride Henderson Limited Liability Company	TRUCENT SEPERATION	Assume	Lease	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
229	Accuride Corporation	TWIN CITY FIRE INSURANCE COMPANY	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
230	Accuride Corporation	TWIN CITY FIRE INSURANCE COMPANY	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
231	Accuride Erie, L.P.	UAW	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 12/9/2024
232	Accuride Erie, L.P.	UAW	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 12/9/2024
233	Gunite Corporation	UAW	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 12/9/2024
234	Gunite Corporation	UAW	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 12/9/2024
235	Accuride Corporation	UFP PACKAGING , LLC	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
236	Accuride Erie, L.P.	UNIFIRST CORP	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
237	Accuride Corporation	[REDACTED]	Assume	Customer Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
238	Accuride Corporation	[REDACTED]	Assume	Customer Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
239	Accuride Henderson Limited Liability Company	VARILEASE FINANCE, INC.	Assume	Lease	\$24,844	\$24,844	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025; Refers to Schedule No. 04 and includes (i) All Conditional Bills of Sale relating to that certain Sale Leaseback Agreement dated December 20, 2021, (ii) Landlord Waiver and Consent dated January 21, 2022, and (iii.) Installation Certificate dated March 29, 2022, as amended on April 15, 2022
240	Accuride Corporation	VARILEASE FINANCE, INC.	Assume	Lease	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025; Refers to Master Lease Agreement
241	Accuride Corporation	VARILEASE FINANCE, INC.	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025; Refers to Guarantee Agreement
242	Accuride Corporation	VEEAM VIA CDW	Assume	Subscription	\$16,699	\$16,699	45 days after the Plan Effective Date	Filed as part of Plan Supplement on 12/9/2024

ACCURIDE CORPORATION

SCHEDULE OF ASSUMED EXECUTORY CONTRACTS AND LEASES

	Accuride Party	Contract Counterparty	Assume / Assume & Assign / Amended & Assume	Contract Type	Cure Amount as Previously Filed ⁽²⁾	Updated Cure Amount	Proposed Payment Date	Notes
243	Accuride Corporation	VENTEON	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
244	Accuride Corporation	VERIZON WIRELESS	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
245	Accuride Corporation	VICARY INSURANCE AGENCY LLC	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
246	Accuride Corporation	[REDACTED]	Assume	Customer Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
247	Accuride Corporation	[REDACTED]	Assume	Customer Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
248	Accuride Corporation	[REDACTED]	Assume	Customer Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
249	Accuride Corporation	[REDACTED]	Assume	Customer Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
250	Accuride Corporation	[REDACTED]	Assume	Customer Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
251	Accuride Corporation	[REDACTED]	Assume	Customer Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
252	Accuride Corporation	VSP VISION CARE, INC.	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
253	Accuride Corporation	[REDACTED]	Assume	Customer Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
254	Accuride Corporation	WABASH NATIONAL CORPORATION	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
255	Accuride Corporation	WEBEX VIA CDW	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 12/9/2024
256	Accuride Corporation	WILSON TRAILER COMPANY	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
257	Accuride Corporation	WINSTON STRAWN	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
258	Accuride Corporation	WINTRUST COMMERCIAL FINANCE	Assume	Lease	\$161,418	\$209,844	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025; Cure Amount subject to compromise
259	Accuride Corporation	ZELIS	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
260	Accuride Corporation	ZENDESK	Assume	Subscription	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 12/9/2024
261	Accuride Corporation	WORKDAY, INC	Assume	Agreement		\$0	Plan Effective Date	
262	Accuride Corporation	ROCKWELL AUTOMATION, INC. PLEX	Assume	Agreement		\$335,427	45 days after the Plan Effective Date	

Notes:

(1) Related to items 165 through 170, Meridian's Proof of Claim is reduced by the amount of the cure payment, but not waived and released. The balance of the Claim shall remain as a general unsecured claim.

(2) Cure Amount as previously filed in Plan Supplements on December 9, 2024 and February 8, 2025.

Exhibit A-1

**Redline to Previously Filed Schedule of
Assumed Executory Contracts and Unexpired Leases**

ACCURIDE CORPORATION

**CONTRACT REVIEW
SCHEDULE OF ASSUMED EXECUTORY CONTRACTS AND LEASES**

Subject to Change

Subject to Change

	Accuride Party	Contract Counterparty	Assume / Assume & Assign / Amended & Assume	Contract Type	Cure Amount as Previously Filed ⁽²⁾	Updated Cure Amount	Proposed Payment Date	Notes
1	Accuride Corporation	3D SYSTEMS	Assume	Subscription	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 4/29 12/9/2024
2	Accuride Corporation	ACCURIDE DE MEXICO SA DE CV	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
3	Accuride Corporation	ACCURIDE DE MEXICO SA DE CV	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
4	Accuride Corporation	ACCURIDE DEL NORTE, SA DE C.V.	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
5	Accuride Corporation	ACCURIDE DEL NORTE, SA DE C.V.	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
6	Accuride Corporation	ACE PROPERTY	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
7	Accuride Corporation	ACTIV CERBERUS HOLDINGS	Assume	Subscription	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 4/29 12/9/2024
8	Accuride Corporation	ADOBE VIA CDW	Assume	License	\$16,450	\$16,450	45 days after the Plan Effective Date	Filed as part of Plan Supplement on 4/29 12/9/2024
9	Accuride Corporation	[REDACTED]	Assume	Customer Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
10	Accuride Corporation	[REDACTED]	Assume	Customer Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
11	Accuride Corporation	ADVANCED WHEEL SALES	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
12	Accuride Group Holdings, Inc.	AFCO PREMIUM CREDIT LLC	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
13	Accuride Group Holdings, Inc.	AFCO PREMIUM CREDIT LLC	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
14	Accuride Corporation	AFCO PREMIUM CREDIT LLC	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
15	Accuride Corporation	AFCO PREMIUM CREDIT LLC	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
16	Armor Parent Corp.	AGNL WHEELS MEXICO, S. DE R.L. DE C.V.	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025

17	Accuride Corporation	AGNL WHEELS MEXICO, S. DE R.L. DE C.V.	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
18	Armor Parent Corp.	AGNL WHEELS, L.L.C.	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
19	Accuride Corporation	AGNL WHEELS, L.L.C.	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
20	Accuride Erie, L.P.	AGNL WHEELS, L.L.C.	Assume	Lease	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
21	Accuride Henderson Limited Liability Company	AGNL WHEELS, L.L.C.	Assume	Lease	\$1,036,984	<u>\$1,181,581</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
22	AOT, LLC	AGNL WHEELS, L.L.C.	Assume	Lease	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
23	Accuride Corporation	AIRGAS	Assume	Agreement	\$33,699	<u>\$33,699</u>	45 days after the Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
24	Accuride Corporation	ALLIANZ GLOBAL RISKS US INSURANCE COMPANY	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
25	Accuride Corporation	ALLIED WORLD ASSURANCE COMPANY (U.S.) INC. (SUBSIDIARY OF FAIRFAX FINANCIAL)	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
26	Accuride Corporation	AMERICAN ALTERNATIVE INSURANCE CORPORATION	Assume	Surety Bond	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
27	Accuride Corporation	Trade Risk Guaranty Brokerage Services LLC	Assume	Surety Bond	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
28	Accuride Corporation	AMERICAN ALTERNATIVE INSURANCE CORPORATION	Assume	Surety Bond	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
29	Accuride Corporation	FIRST ADVANTAGE	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
30	Accuride Henderson Limited Liability Company	ANGELO GORDON	Assume	Lease	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
31	Accuride Corporation	ANSYS INC	Assume	License	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 4/29 12/9/2024
32	Accuride Corporation	AON HEWITT/CONSULTING	Assume	Agreement	\$15,742	<u>\$15,742</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
33	Accuride Corporation	ARCH INSURANCE GROUP INC.	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
34	Accuride Corporation	ARCH SPECIALTY INSURANCE COMPANY	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
35	Accuride Corporation	AT&T	Assume	Agreement	\$42,274	<u>\$42,274</u>	45 days after the Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
36	Accuride Corporation	AT&T MOBILITY	Assume	Agreement	\$30,342	<u>\$30,342</u>	45 days after the Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
37	Accuride Corporation	ADMINAMERICA	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025

38	Accuride Corporation	[REDACTED]	Assume	Customer Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
39	Accuride Corporation	BANNOCKBURN GLOBAL FOREX	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
40	Accuride Corporation	[REDACTED]	Assume	Customer Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
41	Accuride Corporation	AMERICAN HERITAGE LIFE INSURANCE COMPANY	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
42	Accuride Corporation	BEAZLEY INSURANCE COMPANY INC	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
43	Accuride Corporation	BEAZLEY INSURANCE COMPANY INC	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
44	Accuride Corporation	BLOOMBERG	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
45	Accuride Corporation	[REDACTED]	Assume	Customer Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
46	Accuride Corporation	[REDACTED]	Assume	Customer Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
47	Accuride Corporation	[REDACTED]	Assume	Customer Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
48	Accuride Corporation	[REDACTED]	Assume	Customer Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
49	Accuride Corporation	BNY	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
50	Accuride Corporation	BROADCOM VIA CDW	Assume	License	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 429 12/9/2024
51	Accuride Corporation	BROOKS WILKINS SHARKEY & TURCO	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
52	Accuride Corporation	BRYAN NEIGHBORS	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
53	Accuride Corporation	C.H. ROBINSON WORLDWIDE, INC.	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
54	Accuride Corporation	CAMBRIDGE CENTER LIMITED PARTNERSHIP	<u>Amended & Assume</u>	Lease	\$15,095	<u>\$15,095</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025; As Amended on 2/21
55	Accuride Corporation	CARTUS	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
56	Accuride Corporation	CASUALTY INSURANCE COMPANY	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
57	Accuride Group Holdings, Inc.	CDW	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
58	Accuride Corporation	CDW UK	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
59	Accuride Henderson Limited Liability Company	CED EVANSVILLE SUPPLY CO	Assume	Agreement	\$89,251	<u>\$89,251</u>	45 days after the Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
60	Accuride Corporation	CHAD MONROE	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025

61	Accuride Corporation	CHAD MONROE	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
62	Accuride Corporation	CHUBB BERMUDA INSURANCE LTD	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
63	Accuride Corporation	CHURCHHILL CASUALTY LTD.	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
64	Accuride Corporation	CHURCHHILL CASUALTY LTD.	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
65	Accuride Corporation	AUTOMATIC DATA PROCESSING, INC. (ADP)	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
66	Accuride Corporation	CISCO VIA CDW	Assume	Agreement	\$113,412	<u>\$113,412</u>	45 days after the Plan Effective Date	Filed as part of Plan Supplement on 4/29 12/9/2024
67	Accuride Corporation	BLUE CROSS BLUE SHIELD	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
68	Accuride Corporation	COLUMBIA CASUALTY COMPANY	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
69	Accuride Corporation	CITRAN OCCUPATIONAL HEALTH	Assume	Agreement	\$1,085	<u>\$1,085</u>	45 days after the Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
70	Accuride Corporation	CORCENTRIC	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
71	Accuride Corporation	CORCENTRIC	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
72	Accuride Group Holdings, Inc.	COSCO	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
73	Accuride Group Holdings, Inc.	COSCO	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
74	Accuride Erie, L.P.	COYLE, LYNCH, & COMPANY	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
75	Accuride Corporation	COZEN O'CONNOR	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
76	Accuride Corporation	CRAIG KESSLER	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
77	Accuride Corporation	CRAIG R. KESSLER	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
78	Accuride Corporation	[REDACTED]	Assume	Customer Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
79	Accuride Corporation	[REDACTED]	Assume	Customer Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
80	Accuride Corporation	[REDACTED]	Assume	Customer Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
81	Accuride Corporation	[REDACTED]	Assume	Customer Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
82	Accuride Group Holdings, Inc.	CRU PRICE RISK MANAGEMENT	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
83	Accuride Corporation	CT CORPORATION	Assume	Agreement	\$200	<u>\$200</u>	45 days after the	Filed as part of Plan Supplement on 2/8/2025

							Plan Effective Date	
84	Accuride Corporation	DAILYPAY, INC.	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
85	Accuride Corporation	[REDACTED]	Assume	Customer Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
86	Accuride Corporation	[REDACTED]	Assume	Customer Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
87	Accuride Corporation	DAVID FAIPLER	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
88	Accuride Henderson Limited Liability Company	DE LAGE LANDEN	Assume	Lease	\$13,576	<u>\$13,576</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
89	Accuride Corporation	DEACONESS COMP CENTER	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
90	Accuride Group Holdings, Inc.	DELOITTE & TOUCHE LLP	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
91	Accuride Corporation	DELOITTE & TOUCHE LLP	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
92	Accuride Corporation	DELOITTE & TOUCHE LLP	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
93	Accuride Corporation	DELOITTE & TOUCHE LLP	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
94	Accuride Corporation	DELOITTE & TOUCHE TAX (CANADA)	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
95	Accuride Corporation	DILL	Assume	Agreement	\$307,941	<u>\$307,941</u>	45 days after the Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
96	Accuride Corporation	CONVERCENT	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
97	Accuride Corporation	E2OPEN	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
98	Accuride Corporation	EAC PRODUCT DEVELOPMENT	Assume	License	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 12/9/2024 12/9/2024
99	Accuride Corporation	ERNST & YOUNG	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
100	Accuride Corporation	ERNST & YOUNG	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
101	Accuride Corporation	Fair American Insurance and Reinsurance Company	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
102	Accuride Corporation	FASTMARKETS	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
103	Accuride Corporation	EXPRESS SERVICES INC	Assume	Agreement	\$8,081	<u>\$8,081</u>	45 days after the Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
104	Accuride Corporation	FLEETCO INC.	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
105	Accuride Corporation	FLEETCO INC.	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective	Filed as part of Plan Supplement on 2/8/2025

							Date	
106	Accuride Corporation	[REDACTED]	Assume	Customer Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
107	Accuride Corporation	[REDACTED]	Assume	Customer Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
408				Accuride Corporation	FREEARK, DENNIS, MURPHY & MOSKOP PC	Assume	Agreement	\$0
108	Accuride Corporation	GDSLK (GRUNFELD DESIDERIO, ETC.)	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
109	Accuride Corporation	GEOFFREY BRUCE	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
110	Accuride Corporation	GEOFFREY J. BRUCE	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
111	Accuride Corporation	GIBSON DUNN & CRUTCHER	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
112	Accuride Corporation	GREAT AMERICAN	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
113	Accuride Corporation	[REDACTED]	Assume	Customer Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
114	Accuride Corporation	GRUPO TRAYECTO	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
115	Accuride Corporation	[REDACTED]	Assume	Customer Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
116	Accuride Corporation	GUARDIAN LIFE INSURANCE	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
117	Accuride Corporation	HARDING & SHYMANSKI	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
118	Accuride Corporation	HARDING & SHYMANSKI	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
119	Accuride Corporation	HARDING & SHYMANSKI	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
120	Accuride Corporation	HARDING & SHYMANSKI	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
121	Accuride Corporation	HARDING & SHYMANSKI	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
122	Accuride Corporation	HARDING & SHYMANSKI	Assume	Agreement	\$0	\$0	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
123	Accuride Corporation	HARTFORD FIRE INSURANCE COMPANY	Assume	Agreement	\$0	\$0	Plan Effective	Filed as part of Plan Supplement on 2/8/2025

2							Date	
1243	Accuride Corporation	HARTFORD FIRE INSURANCE COMPANY	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
1254	Accuride Corporation	HAWK RIDGE SYSTEMS	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 12/9/2024
1265	KIC LLC	[REDACTED]	Assume	Customer Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
1276	KIC LLC	[REDACTED]	Assume	Customer Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
1287	Gunite Corporation	[REDACTED]	Assume	Customer Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
1298	Gunite Corporation	[REDACTED]	Assume	Customer Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
13029	Accuride Corporation	[REDACTED]	Assume	Customer Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
1310	Accuride Corporation	[REDACTED]	Assume	Customer Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
1321	Accuride Corporation	HDI GLOBAL SPECIALTY SE	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
1332	Accuride Corporation	HEALTH ADVOCATE	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
1343	Accuride Corporation	HEALTHCARE SERVICE CORPORATION (HCSC)	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
1354	Accuride Corporation	HEALTHEQUITY/WAGeworks	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
1365	Accuride Corporation	HEALTHWORKS	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
1376	Accuride Corporation	HENKEL	Assume	Agreement	\$198,068	<u>\$198,068</u>	45 days after the Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
1387	Accuride Corporation	HIGHMARK	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
1398	Accuride Corporation	HOME OIL & GAS COMPANY	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
14039	Accuride Corporation	HSA BANK	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
441			Accuride Corporation	HUMANA	Assume	Agreement		\$0

<u>1420</u>	Accuride Corporation	HUMANA INSURANCE COMPANY	Assume	Agreement	\$0	<u>\$78,218</u>	Plan Effective Date	<u>Filed as part of Plan Supplement on 2/8/2025</u>
<u>1431</u>	Accuride Corporation	I/GEAR	Assume	License	\$3,254	<u>\$3,254</u>	45 days after the Plan Effective Date	<u>Filed as part of Plan Supplement on 12/9/2024 12/9/2024</u>
<u>1442</u>	Accuride Corporation	INDIAN HARBOR INSURANCE COMPANY	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	<u>Filed as part of Plan Supplement on 2/8/2025</u>
<u>1453</u>	Accuride Corporation	INTERSTATE-TRUCKWAY, INC.	Assume	Lease	\$0	<u>\$0</u>	Plan Effective Date	<u>Filed as part of Plan Supplement on 2/8/2025</u>
<u>1464</u>	Accuride Corporation	JAYNE ORR	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	<u>Filed as part of Plan Supplement on 2/8/2025</u>
<u>1475</u>	Accuride Corporation	JAYNE ORR	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	<u>Filed as part of Plan Supplement on 2/8/2025</u>
<u>1486</u>	Accuride Corporation	[REDACTED]	Assume	Customer Agreement	\$0	<u>\$0</u>	Plan Effective Date	<u>Filed as part of Plan Supplement on 2/8/2025</u>
<u>1497</u>	Accuride Corporation	K. TIMOTHY KLINE	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	<u>Filed as part of Plan Supplement on 2/8/2025</u>
<u>15048</u>	Accuride Corporation	KBITE AUTOMATISERING	Assume	License	\$130	<u>\$130</u>	45 days after the Plan Effective Date	<u>Filed as part of Plan Supplement on 12/9/2024 12/9/2024</u>
<u>15449</u>	Accuride Corporation	KENNION BENEFIT ADVISORS	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	<u>Filed as part of Plan Supplement on 2/8/2025</u>
<u>1520</u>	Accuride Corporation	KING & SPALDING	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	<u>Filed as part of Plan Supplement on 2/8/2025</u>
<u>1531</u>	Accuride Henderson Limited Liability Company	KONICA MINOLTA BUSINESS SOLUTIONS	Assume	Lease	\$0	<u>\$0</u>	Plan Effective Date	<u>Filed as part of Plan Supplement on 2/8/2025</u>
<u>1542</u>	Accuride Corporation	KUHAR LAW, LLC	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	<u>Filed as part of Plan Supplement on 2/8/2025</u>
<u>1553</u>	Accuride Corporation	LATHAM & WATKINS LLP	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	<u>Filed as part of Plan Supplement on 2/8/2025</u>
<u>1564</u>	Accuride Corporation	LEXINGTON INSURANCE COMPANY	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	<u>Filed as part of Plan Supplement on 2/8/2025</u>
<u>1575</u>	Accuride Corporation	LLOYDS OF LONDON	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	<u>Filed as part of Plan Supplement on 2/8/2025</u>
<u>1586</u>	Accuride Corporation	[REDACTED]	Assume	Customer Agreement	\$0	<u>\$0</u>	Plan Effective Date	<u>Filed as part of Plan Supplement on 2/8/2025</u>
<u>1597</u>	Accuride Corporation	[REDACTED]	Assume	Customer Agreement	\$0	<u>\$0</u>	Plan Effective Date	<u>Filed as part of Plan Supplement on 2/8/2025</u>
<u>16058</u>	Accuride Corporation	[REDACTED]	Assume	Customer Agreement	\$0	<u>\$0</u>	Plan Effective Date	<u>Filed as part of Plan Supplement on 2/8/2025</u>
<u>16459</u>	Accuride Corporation	MACDONALD, ILLIG, JONES & BRITTON LLP	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	<u>Filed as part of Plan Supplement on 2/8/2025</u>
<u>1620</u>	Accuride Corporation	MATALCO INC.	Amended & Assume	Agreement	\$0	<u>\$24,213,611</u>	As agreed among the parties	<u>Filed as part of Plan Supplement on 2/8/2025; Cure Amount subject to compromise pursuant to the terms and conditions of that certain Second Amending</u>

								Agreement agreed by the Parties
<u>163</u> <u>1</u>	Accuride Corporation	MATTHEW A. FREEMAN	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
<u>164</u> <u>2</u>	Accuride Corporation	MATTHEW A. FREEMAN	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
<u>165</u> <u>3</u>	Meridian Leasing Corp - Erie	MERIDIAN LEASING ⁽¹⁾	Assume	Lease	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025; Refers to internal Lease ID 4782-5-000211, comprised of Bizhub Copiers/Printers
<u>166</u> <u>4</u>	Accuride Erie, L.P.	MERIDIAN LEASING ⁽¹⁾	Assume	Lease	\$8,647	<u>\$8,647</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025; Refers to internal Lease ID 4782-5-000222, comprised of CLP Forklifts
<u>167</u> <u>5</u>	Accuride Henderson Limited Liability Company	MERIDIAN LEASING ⁽¹⁾	Assume	Lease	\$13,175	<u>\$13,175</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025; Refers to internal Lease ID 4782-5-000213, comprised of Lift Trucks
<u>168</u> <u>6</u>	Accuride Distributing, LLC	MERIDIAN LEASING ⁽¹⁾	Assume	Lease	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025; Refers to internal Lease ID 4782-5-000238, comprised of Scrubber/Bizhub
<u>169</u> <u>7</u>	Accuride Distributing, LLC	MERIDIAN LEASING ⁽¹⁾	Assume	Lease	\$25,053	<u>\$25,053</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025; Refers to internal Lease ID 4782-5-000239, comprised of Forklifts
<u>170</u> <u>68</u>	Accuride Henderson Limited Liability Company	MERIDIAN LEASING CORP ⁽¹⁾	Assume	Lease	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025; Refers to internal Lease ID 4782-5-000248, comprised of Fork Trucks
<u>174</u> <u>69</u>	Accuride Corporation	[REDACTED]	Assume	Customer Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
<u>172</u> <u>0</u>	Accuride Corporation	MICHAEL BEST & FRIEDRICH LLP	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
<u>173</u> <u>1</u>	Accuride Corporation	MIDVALE INDEMNITY COMPANY	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
<u>174</u> <u>2</u>	Accuride Corporation	MILLER NASH GRAHAM & DUNN LLP	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
<u>175</u> <u>3</u>	Accuride Corporation	MINITAB	Assume	License	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 12/9/2024 12/9/2024
<u>176</u> <u>4</u>	Accuride Corporation	NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
<u>177</u> <u>5</u>	Accuride Corporation	NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
<u>178</u> <u>6</u>	Accuride Corporation	NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
<u>179</u> <u>7</u>	Accuride Corporation	NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
<u>178</u> <u>0</u>	Accuride Corporation	[REDACTED]	Assume	Customer Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
<u>184</u> <u>79</u>	Accuride Corporation	NETAPP VIA CDW	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 12/9/2024 12/9/2024
<u>182</u> <u>0</u>	Accuride Corporation	NEXSEER CAPITAL, / 2211 MICHELSON DRIVE, SUITE 1110, IRVINE CA 92612	Assume	Lease	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
<u>183</u>	Accuride Henderson	NIGHTHAWK SECURITY	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective	Filed as part of Plan Supplement on 2/8/2025

<u>1</u>	Limited Liability Company						Date	
184 <u>2</u>	Accuride Corporation	NITEL	Assume	Agreement	\$3,470	<u>\$3,470</u>	45 days after the Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
185 <u>3</u>	Accuride Corporation	OLD REPUBLIC INSURANCE COMPANY	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
186 <u>4</u>	Accuride Corporation	OLD REPUBLIC INSURANCE COMPANY	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
187 <u>5</u>	Accuride Corporation	OPEN TEXT INC	Assume	Subscription	\$17,568	<u>\$17,568</u>	45 days after the Plan Effective Date	Filed as part of Plan Supplement on 4/2/2024 <u>12/9/2024</u>
188 <u>6</u>	Accuride Corporation	[REDACTED]	Assume	Customer Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
189 <u>7</u>	Accuride Corporation	[REDACTED]	Assume	Customer Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
190 <u>88</u>	Accuride Group Holdings, Inc.	PANDO	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
191				Accuride Corporation	PAUL W. WRIGHT	Assume	Agreement	\$0
192				Accuride Corporation	PAUL WRIGHT	Assume	Agreement	\$0
189 <u>3</u>	Accuride Corporation	PENSKE	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
194 <u>0</u>	Accuride Corporation	PENSKE TRUCK LEASING	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
195	Accuride Group Holdings,	PROGRESS SOFTWARE	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective	Filed as part of Plan Supplement on 2/8/2025

<u>1</u>	Inc.						Date	
196 <u>2</u>	Accuride Corporation	PROGRESSIVE HEALTH OF INDIANA LLC	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
197 <u>3</u>	Accuride Corporation	[REDACTED]	Assume	Customer Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
198 <u>4</u>	Accuride Corporation	QUEST DIAGNOSTICS	Assume	Agreement	\$128	<u>\$128</u>	45 days after the Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
199 <u>5</u>	Accuride Corporation	RBC WEALTH MANAGEMENT	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
200 <u>196</u>	Accuride Corporation	RIGHT MANAGEMENT	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
201 <u>97</u>	Accuride Corporation	RIM LOGISTICS, LTD.	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
202			Accuride Corporation	ROBIN-KENDRICK	Assume	Agreement	\$0	
203			Accuride Corporation	ROBIN-KENDRICK	Assume	Agreement	\$0	
204 <u>198</u>	Accuride Corporation	ROCKWELL AUTOMATION, INC.	Assume	License	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 4/29 <u>12/9/2024</u>
205 <u>199</u>	Accuride Henderson Limited Liability Company	ROYSTER'S MACHINE SHOP, INC	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
206 <u>0</u>	Accuride Corporation	[REDACTED]	Assume	Customer Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
207	Accuride Corporation	[REDACTED]	Assume	Customer	\$0	<u>\$0</u>	Plan Effective	Filed as part of Plan Supplement on 2/8/2025

<u>1</u>				Agreement			Date	
208 <u>2</u>	Accuride Corporation	[REDACTED]	Assume	Customer Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
209 <u>3</u>	Accuride Corporation	SAGEVIEW ADVISORY	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
210 <u>4</u>	Accuride Erie, L.P.	SAINT VINCENT	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
211 05 <u>05</u>	Accuride Corporation	SCHAGRIN ASSOCIATES	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
212 <u>06</u>	Accuride Corporation	[REDACTED]	Assume	Customer Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
213 <u>07</u>	Accuride Corporation	SERVIACERO WORTHINGTON	Amend & Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
214 <u>08</u>	KIC LLC	SHANDONG JUNCHENG METAL TECHNOLOGY CO. (XINFA)	Assume & Assign to Accuride Corporation	Agreement	\$1,777,253	<u>\$1,777,253</u>	45 days after the Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
215 <u>09</u>	KIC LLC	SHANDONG JUNCHENG METAL TECHNOLOGY CO., LTD.	Assume & Assign to Accuride Corporation	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
216 <u>0</u>	KIC LLC	SHANDONG JUNCHENG METAL TECHNOLOGY CO., LTD.	Assume & Assign to Accuride Corporation	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
217 <u>1</u>	Accuride Corporation	SIEMENS INDUSTRY SOFTWARE	Assume	Subscription	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 4/29 <u>12/9/2024</u>
218 <u>2</u>	Accuride Corporation	SKOTTI FIETSAM	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
219 <u>3</u>	Accuride Corporation	SKOTTI FIETSAM	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
220 <u>14</u>	Accuride Corporation	SMARTSHEET	Assume	Subscription	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 4/29 <u>12/9/2024</u>
221 <u>5</u>	Accuride Corporation	STANDARD INSURANCE COMPANY	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
222 <u>16</u>	Accuride Corporation	STARR SURPLUS LINES INSURANCE COMPANY	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
223 <u>17</u>	Accuride Corporation	STARSTONE SPECIALTY INSURANCE COMPANY	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
224 <u>18</u>	Accuride Corporation	STARSTONE SPECIALTY INSURANCE COMPANY	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
225 <u>19</u>	Accuride Corporation	[REDACTED]	Assume	Customer Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
226 <u>0</u>	Accuride Corporation	STOUGHTON TRAILERS, LLC	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
227 <u>1</u>	Accuride Corporation	TEAM VIEWER GMBH	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 4/29 <u>12/9/2024</u>
228	Accuride Corporation	THE EXECUTIVE WING	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective	Filed as part of Plan Supplement on 2/8/2025

<u>2</u>							Date	
229 <u>3</u>	Accuride Corporation	THE HARTFORD STEAM BOILER INSPECTION AND INSURANCE COMPANY	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
230 <u>24</u>	Accuride Erie, L.P.	TRANSAMERICA	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
234 <u>25</u>	Gunite Corporation	TRANSAMERICA	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
232 <u>6</u>	Accuride Corporation	TRANSAMERICA	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
233 <u>27</u>	Accuride Erie, L.P.	TRUCENT	Assume	Agreement	\$943,204	<u>\$943,204</u>	45 days after the Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
234 <u>28</u>	Accuride Henderson Limited Liability Company	TRUCENT SEPERATION	Assume	Lease	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
235 <u>29</u>	Accuride Corporation	TWIN CITY FIRE INSURANCE COMPANY	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
236 <u>0</u>	Accuride Corporation	TWIN CITY FIRE INSURANCE COMPANY	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
237 <u>1</u>	Accuride Erie, L.P.	UAW	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 42/9 12/9/2024
238 <u>2</u>	Accuride Erie, L.P.	UAW	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 42/9 12/9/2024
239 <u>3</u>	Gunite Corporation	UAW	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 42/9 12/9/2024
234 <u>9</u>	Gunite Corporation	UAW	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 42/9 12/9/2024
244 <u>35</u>	Accuride Corporation	UFP PACKAGING , LLC	Amend & Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
242 <u>36</u>	Accuride Erie, L.P.	UNIFIRST CORP	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
243 <u>7</u>	Accuride Corporation	[REDACTED]	Assume	Customer Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
244 <u>38</u>	Accuride Corporation	[REDACTED]	Assume	Customer Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
245 <u>39</u>	Accuride Henderson Limited Liability Company	VARILEASE FINANCE, INC.	Assume	Lease	\$24,844	<u>\$24,844</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025; Refers to Schedule No. 04 and includes (i) All Conditional Bills of Sale relating to that certain Sale Leaseback Agreement dated December 20, 2021, (ii) Landlord Waiver and Consent dated January 21, 2022, and (iii.) Installation Certificate dated March 29, 2022, as amended on April 15, 2022
246 <u>0</u>	Accuride Corporation	VARILEASE FINANCE, INC.	Assume	Lease	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025; Refers to Master Lease Agreement
247 <u>1</u>	Accuride Corporation	VARILEASE FINANCE, INC.	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025; Refers to Guarantee Agreement
248 <u>2</u>	Accuride Corporation	VEEAM VIA CDW	Assume	Subscription	\$16,699	<u>\$16,699</u>	45 days after the Plan Effective	Filed as part of Plan Supplement on 42/9 12/9/2024

							Date	
249 <u>3</u>	Accuride Corporation	VENTEON	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
250 <u>44</u>	Accuride Corporation	VERIZON WIRELESS	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
245 <u>4</u>	Accuride Corporation	VICARY INSURANCE AGENCY LLC	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
252 <u>46</u>	Accuride Corporation	[REDACTED]	Assume	Customer Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
253 <u>47</u>	Accuride Corporation	[REDACTED]	Assume	Customer Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
254 <u>8</u>	Accuride Corporation	[REDACTED]	Assume	Customer Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
255 <u>49</u>	Accuride Corporation	[REDACTED]	Assume	Customer Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
256 <u>0</u>	Accuride Corporation	[REDACTED]	Assume	Customer Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
257 <u>1</u>	Accuride Corporation	[REDACTED]	Assume	Customer Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
258 <u>2</u>	Accuride Corporation	VSP VISION CARE, INC.	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
259 <u>3</u>	Accuride Corporation	[REDACTED]	Assume	Customer Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
260 <u>54</u>	Accuride Corporation	WABASH NATIONAL CORPORATION	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
264 <u>55</u>	Accuride Corporation	WEBEX VIA CDW	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 429 <u>12/9/2024</u>
256 <u>2</u>	Accuride Corporation	WILSON TRAILER COMPANY	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
263 <u>57</u>	Accuride Corporation	WINSTON STRAWN	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
264 <u>58</u>	Accuride Corporation	WINTRUST COMMERCIAL FINANCE	Assume	Lease	\$161,418	<u>\$209,844</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025; Cure Amount subject to compromise
265 <u>9</u>	Accuride Corporation	ZELIS	Assume	Agreement	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 2/8/2025
266 <u>0</u>	Accuride Corporation	ZENDESK	Assume	Subscription	\$0	<u>\$0</u>	Plan Effective Date	Filed as part of Plan Supplement on 429 <u>12/9/2024</u>
267 <u>1</u>	Accuride Corporation	Ternium Mexico, S.A. DE <u>WORKDAY, INC.V.</u>	Assume	Consignment and-Sale Agreement	\$0	<u>\$0</u>	Plan Effective Date	
<u>262</u>	<u>Accuride Corporation</u>	<u>ROCKWELL AUTOMATION, INC. PLEX</u>	<u>Assume</u>	<u>Agreement</u>	=	<u>\$335,427</u>	<u>45 days after the Plan Effective Date</u>	=

Notes:

(1) Related to items 165 through 170, Meridian's Proof of Claim is reduced by the amount of the cure payment, but not waived and released. The balance of the Claim shall remain as a general unsecured claim.

(2) Cure Amount as previously filed in Plan Supplements on December 9, 2024 and February 8, 2025.



Exhibit C

Identity and Members of the New Board

Identity and Members of the New Board

In accordance with the terms of the Plan, on the Effective Date, the New Board shall consist of: (i) Robin Kendrick, CEO of the Debtors; (ii) Lauren Krueger of KKR & Co. Inc.; (iii) Mike Dussinger of Guggenheim Partners, LLC; (iv) Fred Bentley, President and CEO of Dexko Global; and (v) Douglas DelGrosso, former CEO of Aident Corporation. Each director and officer shall serve from and after the Effective Date pursuant to the terms of the New Organizational Documents.

Exhibit J

Liquidating Trust A Agreement

LIQUIDATING TRUST A AGREEMENT AND DECLARATION OF TRUST

This liquidating trust agreement and declaration of trust (this “**Liquidating Trust A Agreement**”), dated as of the Effective Date (defined below), is made by and among Accuride Corporation; Accuride Group Holdings, LLC; 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; Gunit Corporation; KIC LLC; Transportation Technologies Industries, Inc.; and Truck Components, Inc. (collectively, the “**Debtors**”), Gene R. Kohut, in his capacity as member at Trust Street Advisors, LLC (the “**Liquidating Trust A Trustee**”), and Donald J. Puglisi, solely in its capacity as Delaware resident trustee pursuant to Section 11 hereof (the “**Liquidating Trust A Delaware Trustee**” and, together with the Debtors and the Liquidating Trust A Trustee, the “**Parties**”).

RECITALS

WHEREAS, on October 9, 2024, each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”), jointly administered under Case No. 24-12289 (JKS) (the “**Chapter 11 Cases**”).

WHEREAS, the Debtors filed 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] on February 11, 2025 (collectively with the exhibits thereto, the “**Plan**”).¹

WHEREAS, on February 12, 2025, the Bankruptcy Court entered an order [Docket No. 704] (the “**First Confirmation Order**”) confirming the Plan attached to the Confirmation Order as Exhibit A thereto.

WHEREAS, on February [●], 2025, the Bankruptcy Court entered an order [Docket No. [●]] (the “**Supplemental Confirmation Order**,” and, together with the First Confirmation Order, the “**Confirmation Order**”) approving certain documents, including this Liquidating Trust A Agreement, and deeming such documents to be part of the Plan Supplement.

WHEREAS, the Plan and the Confirmation Order provide for the establishment of this trust (the “**Liquidating Trust A**”) under the laws of the State of Delaware effective on the effective date of the Plan (the “**Effective Date**”).

WHEREAS, the Plan, the Confirmation Order and this Liquidating Trust A Agreement provide for the appointment of Gene R. Kohut, in his capacity as member at Trust Street Advisors, LLC, as the Liquidating Trust A Trustee of the Liquidating Trust A and this Liquidating Trust A Agreement provides for the appointment as necessary of any successor Liquidating Trust A Trustee and/or Liquidating Trust A Delaware Trustee of the Liquidating Trust A.

WHEREAS, the Liquidating Trust A is established for the benefit of the Holders (other than Holders of Allowed Term Loan Claims that have agreed to less favorable treatment under the Plan) of all Allowed Term Loan Claims (collectively, the “**Liquidating Trust A Beneficiaries**”).

¹ Pursuant to Section 2.2 of this Liquidating Trust A Agreement, capitalized but undefined terms used herein shall be given the meaning provided in the Plan.

WHEREAS, the Liquidating Trust A is established for the purpose of (1) liquidating the Liquidating Trust A Assets; and (2) making distributions to Holders of Allowed Term Loan Claims. Notwithstanding anything to the contrary herein or in the Plan, the Liquidating Trust A's primary purpose is liquidating and distributing the assets (or the proceeds therefrom) transferred to it, in accordance with Treasury Regulation Section 301.7701-4(d), 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 liquidating purpose of the Liquidating Trust A. Accordingly, the Liquidating Trust A Trustee shall, in an expeditious but orderly manner, liquidate and convert to Cash the Liquidating Trust A Assets, make timely distributions to the Liquidating Trust A Beneficiaries and not unduly prolong its duration.

WHEREAS, pursuant to the Plan, all parties, including the Debtors, the Liquidating Trust A Delaware Trustee, the Liquidating Trust A Trustee and the Liquidating Trust A Beneficiaries, shall treat, for all U.S. federal income tax purposes, the transfer of the Liquidating Trust A Assets by the Debtors to the Liquidating Trust A, as set forth herein, (a) except with respect to any DOF, as a transfer of Liquidating Trust A Assets by the Debtors to the Liquidating Trust A Beneficiaries, subject to any liabilities of the Debtors or the Liquidating Trust A payable from the proceeds of such assets, followed by a transfer of such assets (subject to such liabilities) by the Liquidating Trust A Beneficiaries to the Liquidating Trust A, in exchange for the Beneficial Interests (as defined below) in the Liquidating Trust A, and (b) with respect to any DOF, as the transfer of assets by the Debtors to one or more Disputed Claims Reserves.

WHEREAS, pursuant to the Plan, the Liquidating Trust A (except with respect to any DOF) is intended for U.S. federal income tax purposes (a) to be treated as a grantor trust within the meaning of Section 671 of the Tax Code, as amended, and also (b) to qualify as a liquidating trust within the meaning of Treasury Regulation Section 301.7701-4(d), and the Liquidating Trust A Beneficiaries are to be treated as the grantors and owners of the Liquidating Trust A for U.S. federal income tax purposes.

WHEREAS, the Liquidating Trust A is further intended to be exempt from the requirements of (a) the Securities Exchange Act of 1933, as amended, and any applicable state and local laws requiring registration of securities, and (b) the Investment Company Act of 1940, as amended, pursuant to sections 7(a) and 7(b) of that Act and section 1145 of the Bankruptcy Code.

NOW, THEREFORE, in accordance with the Plan and the Confirmation Order, and in consideration of the premises, and the mutual covenants and agreements of the Parties contained in the Plan and herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and affirmed, the Parties agree and declare as follows:

ARTICLE 1

DECLARATION OF TRUST

1.1 The Parties hereby enter into this Liquidating Trust A Agreement to establish the Liquidating Trust A and effectuate the distribution of the Liquidating Trust A Assets to the Liquidating Trust A Beneficiaries pursuant to the Plan and the Confirmation Order. It is the intention of the Parties hereto that the trust created hereby constitutes a statutory trust under Chapter 38 of Title 12 of the Delaware Code, 12 Del. C. § 3801 *et seq.* (the "**Act**"), and that this Liquidating Trust A Agreement constitutes the governing instrument of the Liquidating Trust A. The Liquidating Trust A Delaware Trustee and the Liquidating Trust A Trustee are hereby authorized and directed to execute and file a certificate of trust pursuant to the Act. The principal office of the Liquidating Trust A, and such

additional offices as the Liquidating Trust A Trustee may determine to establish, shall be located at such place or places inside or outside the State of Delaware as the Liquidating Trust A Trustee may designate from time to time.

1.2 Pursuant to the Plan, the Confirmation Order and this Liquidating Trust A Agreement, as of the Effective Date, all right, title and interest in, under and to the Liquidating Trust A Assets is hereby absolutely and irrevocably assigned to the Liquidating Trust A, or if required by applicable law, to the Liquidating Trust A Trustee on behalf of the Liquidating Trust A, and to its successors in trust and its successors and assigns.

1.3 IT IS HEREBY FURTHER COVENANTED AND DECLARED, that the Liquidating Trust A Assets are to be held by the Liquidating Trust A, on the terms and conditions set forth herein, solely for the benefit of the Liquidating Trust A Beneficiaries and for no other party.

ARTICLE 2

RECITALS, PLAN DEFINITIONS, OTHER DEFINITIONS AND INTERPRETATION

2.1 Recitals. The Recitals are incorporated into and made terms of this Liquidating Trust A Agreement.

2.2 Use of Plan Definitions. All capitalized terms used in this Liquidating Trust A Agreement but not defined herein shall have the same meaning set forth in the Plan.

2.3 Interpretation; Headings. All references herein to specific provisions of the Plan or Confirmation Order are without exclusion or limitation of other applicable provisions of the Plan or Confirmation Order. Words denoting the singular number shall include the plural number and vice versa, and words denoting one gender shall include the other gender. The headings in this Liquidating Trust A Agreement are for convenience of reference only and shall not limit or otherwise affect the provisions of this Liquidating Trust A Agreement.

ARTICLE 3

ESTABLISHMENT OF TRUST

3.1 Establishment of the Liquidating Trust A. Pursuant to the Plan, the Parties hereby establish the Liquidating Trust A.

3.2 Effectiveness of Liquidating Trust A Agreement; Name of Liquidating Trust A. This Liquidating Trust A Agreement shall become effective on the Effective Date. The Liquidating Trust A shall be officially known as the “**Accuride Liquidating Trust A**,” in which name (to the fullest extent permitted by applicable law) the Liquidating Trust A and the Liquidating Trust A Trustee on its behalf may, among other things, carry out the functions of the Liquidating Trust A, effectuate the liquidating purpose of the Liquidating Trust A, retain professionals and pay fees and costs incurred by such professionals as permitted pursuant to the Plan and this Liquidating Trust A Agreement, make and execute contracts on behalf of the Liquidating Trust A, sue and be sued on behalf of the Liquidating Trust A and take such other actions as the Liquidating Trust A Trustee is authorized to take pursuant to the Plan and this Liquidating Trust A Agreement.

3.3 Purpose of Liquidating Trust A. The Liquidating Trust A is established for the purpose of (1) liquidating the Liquidating Trust A Assets; and (2) making distributions to Holders of Allowed Term Loan Claims.

3.4 Appointment of Liquidating Trust A Trustee. Gene R. Kohut, in his capacity as member at Trust Street Advisors, LLC, is hereby appointed as the Liquidating Trust A Trustee and hereby accepts such appointment as the Liquidating Trust A Trustee. On the Effective Date and automatically,

and without further action, the Liquidating Trust A Trustee will have the full power and authority as the trustee of the Liquidating Trust A in accordance with the Plan and this Liquidating Trust A Agreement to take any and all actions as the Liquidating Trust A Trustee determines to be necessary or appropriate to implement the Plan as it relates to the Liquidating Trust A, subject to the Plan, the Confirmation Order and this Liquidating Trust A Agreement. The Liquidating Trust A Trustee may retain, without further order of the Bankruptcy Court, professionals, to assist it in carrying out its duties as limited above, including any professionals retained in the Chapter 11 Cases and the Liquidating Trust A may pay the reasonable costs and expenses of any professionals retained by the Liquidating Trust A Trustee in the ordinary course without further order of the Bankruptcy Court.

3.5 Transfer of Liquidating Trust A Assets. The Debtors hereby irrevocably grant, release, assign, transfer, convey and deliver the Liquidating Trust A Assets to the Liquidating Trust A, or if required by applicable law, to the Liquidating Trust A Trustee for the benefit of the Liquidating Trust A. For the avoidance of doubt, the Liquidating Trust A Assets shall include only the assets set forth in the Restructuring Transactions Memorandum; *provided* that the Liquidating Trust A Assets shall exclude (a) the IP Assets (as defined in the Restructuring Transactions Memorandum) distributed to Accuride Corporation in accordance with the Plan and the Restructuring Transactions Memorandum and (b) any other assets that constitute ABL Priority Collateral (as defined in the DIP Orders). The Debtors shall, if reasonably requested by the Liquidating Trust A Trustee on the Effective Date, execute and deliver or cause to be executed and delivered all such documents (in recordable form where necessary or appropriate), and the Debtors shall take or cause to be taken such further action on the Effective Date as the Liquidating Trust A Trustee may reasonably deem necessary or appropriate, to vest or perfect in the Liquidating Trust A, or the Liquidating Trust A Trustee on its behalf, or confirm to the Liquidating Trust A Trustee title to and possession of the Liquidating Trust A Assets. The vesting of the Liquidating Trust A Assets shall be free and clear of all liens, charges, Claims, encumbrances and interests.

3.6 Title to Liquidating Trust A Assets. Pursuant to the Plan and the Confirmation Order, all of the Debtors' right, title and interest in and to the Liquidating Trust A Assets, including all such assets held or controlled by third parties, if any, are automatically vested in the Liquidating Trust A or the Liquidating Trust A Trustee, or the Liquidating Trust A Trustee will have been designated as representative, on the Effective Date, and such transfer is on behalf of the Liquidating Trust A Beneficiaries to establish the Liquidating Trust A. The Liquidating Trust A, and the Liquidating Trust A Trustee as representative shall be authorized to obtain possession or control of, liquidate and collect all of the Liquidating Trust A Assets in the possession or control of third parties. Notwithstanding entry of the Confirmation Order, the Liquidating Trust A, and the Liquidating Trust A Trustee, shall have the right to invoke § 542 of the Bankruptcy Code to pursue turnover of Liquidating Trust A Assets. On the Effective Date, the Liquidating Trust A or the Liquidating Trust A Trustee, solely in its capacity as the trustee for the Liquidating Trust A, as applicable, shall be substituted for the Debtors for all purposes with respect to the Liquidating Trust A Assets.

To the extent that any law or regulation prohibits the transfer of ownership of any of the Liquidating Trust A Assets from the Debtors to the Liquidating Trust A or to the Liquidating Trust A Trustee on its behalf and such law is not superseded by the Bankruptcy Code, the interest of the Liquidating Trust A and Liquidating Trust A Trustee shall be a lien upon and security interest in such Liquidating Trust A Assets, in trust, nevertheless, for the sole use and purposes set forth in Section 3.3, and this Liquidating Trust A Agreement shall be deemed a security agreement granting such interest thereon without need to file financing statements or mortgages. By executing this Liquidating Trust A Agreement, the Liquidating Trust A Trustee on behalf of the Liquidating Trust A hereby accepts all of such property as Liquidating Trust A Assets, to be held in trust for the Liquidating Trust A

Beneficiaries, subject to the terms of this Liquidating Trust A Agreement, the Plan and the Confirmation Order.

3.7 Capacity of Liquidating Trust A. Notwithstanding any state or federal law to the contrary or anything herein, the Liquidating Trust A shall itself have the capacity, in its own right and name, to act or refrain from acting, including the capacity to sue and be sued and to enter into contracts. The Liquidating Trust A may alone be the named movant, respondent, party plaintiff or defendant, or the like in all adversary proceedings, contested matters and other state or federal proceedings brought by or against it, and may settle and compromise all such matters in its own name.

3.8 Cooperation of Debtors. The Debtors shall reasonably cooperate with the Liquidating Trust A and Liquidating Trust A Trustee in effecting the transition from the Debtors to the Liquidating Trust A of the administration of Term Loan Claims to the extent necessary for the execution of their duties under this Liquidating Trust A Agreement consistent with the Plan and Confirmation Order.

ARTICLE 4

ADMINISTRATION OF TRUST

4.1 Rights, Powers and Privileges of Liquidating Trust A Trustee Generally. Except as otherwise provided in this Liquidating Trust A Agreement, the Plan or the Confirmation Order, as of the date that the Liquidating Trust A Assets are transferred to the Liquidating Trust A or the Liquidating Trust A Trustee, or the Liquidating Trust A Trustee is designated the Debtors' representative for them, the Liquidating Trust A Trustee on behalf of the Liquidating Trust A may control and exercise authority over the Liquidating Trust A Assets, over the acquisition, management and disposition thereof and over the management and conduct of the affairs of the Liquidating Trust A. In administering the Liquidating Trust A Assets, the Liquidating Trust A Trustee, in the exercise of the Liquidating Trust A Trustee's reasonable business judgment, shall, in an expeditious but orderly manner, liquidate and convert to Cash the Liquidating Trust A Assets, make timely distributions to the Liquidating Trust A Beneficiaries and not unduly prolong the duration of the Liquidating Trust A; with due regard that undue haste in the administration of the Liquidating Trust A Assets may fail to maximize value for the benefit of the Liquidating Trust A Beneficiaries and otherwise be imprudent and not in the best interests of the Liquidating Trust A Beneficiaries.

4.2 Governance of the Liquidating Trust. The Liquidating Trust A will be administered and controlled by the Liquidating Trust A Trustee in accordance with the provisions of this Liquidating Trust A Agreement, the Plan, and the Confirmation Order.

4.3 Power to Contract. In furtherance of the purpose of the Liquidating Trust A, and except as otherwise provided in the Plan, Confirmation Order or this Liquidating Trust A Agreement, the Liquidating Trust A Trustee shall have the right and power on behalf of the Liquidating Trust A, and also may cause the Liquidating Trust A, to enter into any agreements, instruments or other documents necessary to implement the Plan as it relates to the Liquidating Trust A, and to execute, acknowledge and deliver any and all agreements, instruments or other documents that are necessary or deemed by the Liquidating Trust A Trustee to be consistent with and advisable in furthering implementation of the Plan as it relates to the Liquidating Trust A.

4.4 Ultimate Right to Act. Subject in all cases to the Liquidating Trust A Trustee's fiduciary duties to the Liquidating Trust A Beneficiaries, nothing in this Liquidating Trust A Agreement shall be deemed to prevent the Liquidating Trust A Trustee from taking or refraining to take any action on behalf of the Liquidating Trust A that the Liquidating Trust A Trustee determines to be necessary or appropriate to implement this Liquidating Trust A Agreement or to refrain from taking in the

performance of any duty that the Liquidating Trust A Trustee may owe the Liquidating Trust A Beneficiaries under the Plan, the Confirmation Order or this Liquidating Trust A Agreement.

4.5 Powers of Liquidating Trust A Trustee. Without limiting the generality of the above Section 4.1 of this Article 4, in addition to the powers granted in the Plan including, without limitation, the powers, rights, responsibilities and authority set forth in Section IV.D.6 of the Plan, the Liquidating Trust A Trustee shall have the power to take the following actions on behalf of the Liquidating Trust A and any powers reasonably incidental thereto that the Liquidating Trust A Trustee, in the Liquidating Trust A Trustee's reasonable discretion, determines to be necessary or appropriate to fulfill the purpose of the Liquidating Trust A, without further approval required unless otherwise specifically limited or restricted by the Plan, the Confirmation Order or this Liquidating Trust A Agreement:

(a) accept, preserve, receive, collect, manage, invest, sell, liquidate, transfer, supervise, prosecute, settle and protect, as applicable, the Liquidating Trust A Assets, in accordance with the Plan;

(b) calculate and make distributions of the proceeds of the Liquidating Trust A Assets to Liquidating Trust A Beneficiaries as provided in the Plan;

(c) hold legal title to any and all rights of the Liquidating Trust A or the Liquidating Trust A Beneficiaries in or arising from the Liquidating Trust A Assets;

(d) prepare and timely file all tax returns and timely pay all taxes as required by this Liquidating Trust A Agreement or under applicable tax law, and take any other such actions relating to taxes as required by this Liquidating Trust A Agreement or under applicable tax law;

(e) conduct any sales, liquidations, litigation, settlement or other disposition of non-Cash Liquidating Trust A Assets for disposition in accordance with the terms of the Plan;

(f) invest or direct any third party Disbursing Agent to invest Cash in the Disputed Claims Reserve;

(g) direct any third party Disbursing Agent not to invest Cash if the Liquidating Trust A Trustee determines the administrative costs associated with the investment will exceed the return on the investment;

(h) protect and enforce the rights to the Liquidating Trust A Assets vested in the Liquidating Trust A and Liquidating Trust A Trustee by this Liquidating Trust A Agreement by any method deemed appropriate, including, without limitation, by the initiation or pursuit of judicial proceedings or otherwise;

(i) cause the Liquidating Trust A to pay all of its lawful expenses, debts, charges and other liabilities, including payments relating to the Liquidating Trust A Assets;

(j) exercise rights, enforce, carry out, fulfill and comply with the terms and obligations of the Plan, the Confirmation Order and this Liquidating Trust A Agreement;

(k) calculate and make all distributions on behalf of the Liquidating Trust A to the Liquidating Trust A Beneficiaries provided for in, or contemplated by, the Plan, the Confirmation Order and this Liquidating Trust A Agreement;

(l) provide for the investment of Cash within certain limitations;

(m) seek any relief from or resolution of any disputes concerning the Liquidating Trust A or the Liquidating Trust A Assets by the Bankruptcy Court or any other court having jurisdiction, and appear and participate in any proceeding before the Bankruptcy Court or any other court with jurisdiction with respect to any matter regarding or relating to this Liquidating Trust A Agreement, the Liquidating Trust A or the Liquidating Trust A Assets;

(n) cause the Liquidating Trust A to establish such reserves for taxes, assessments and other expenses of administration of the Liquidating Trust A as may be necessary and appropriate for the proper operation of matters incident to the Liquidating Trust A;

(o) if any of the Liquidating Trust A Assets are situated in any state or other jurisdiction in which the Liquidating Trust A Trustee is not qualified to act as trustee, nominate and appoint a Person duly qualified to act as trustee in such state or jurisdiction in accordance with the terms of this Liquidating Trust A Agreement;

(p) undertake all administrative functions of the Liquidating Trust A, including overseeing the winding down and termination of the Liquidating Trust A;

(q) exercise such other powers as may be vested in the Liquidating Trust A pursuant to the Plan, or as are deemed by the Liquidating Trust A Trustee to be necessary and proper to implement the provisions of this Liquidating Trust A Agreement; and

(r) dissolve and terminate the Liquidating Trust A and this Liquidating Trust A Agreement in accordance with the terms herein.

4.6 [Reserved].

4.7 Abandonment. If, in the Liquidating Trust A Trustee's reasonable judgment, any non-cash Liquidating Trust A Assets cannot be sold or liquidated in a commercially reasonable manner or the Liquidating Trust A Trustee believes in good faith that such property has inconsequential value to the Liquidating Trust A or its Liquidating Trust A Beneficiaries, the Liquidating Trust A Trustee shall have the right to cause the Liquidating Trust A to abandon or otherwise dispose of such property, including by donation of such property to a charity.

4.8 Agents and Professionals. To the extent consistent with the Plan, the Liquidating Trust A Trustee may, without further order of the Bankruptcy Court, select, consult with, employ, determine compensation, and pay in the ordinary course of business any third party Disbursing Agent, Supplemental Liquidating Trust A Trustee (defined below), or any professionals, including accountants, financial advisors, legal advisors, brokers, consultants, custodians and other agents (collectively, the "**Trust Professionals**"), as the Liquidating Trust A Trustee deems necessary to represent it and the Liquidating Trust A and assist the Liquidating Trust A Trustee in the performance of the Liquidating Trust A Trustee's duties under the Plan, the Confirmation Order and this Liquidating Trust A Agreement, with the reasonable and documented fees and expenses of such professionals to be paid from the Liquidating Trust A Assets in accordance with the Plan and this Liquidating Trust A Agreement. The Trust Professionals shall transmit all invoices detailing their services and expenses to the Liquidating Trust A Trustee. The Liquidating Trust A Trustee shall have ten (10) business days after receipt of such invoices to notify the Trust Professional of an objection to such invoice. If no objection to the invoice is made, the Liquidating Trust A Trustee shall be authorized to provide payment to the Trust Professional. If an objection is made to an invoice, the Liquidating Trust A Trustee and Trust Professional shall attempt to reach an amicable resolution to the dispute, but if no resolution is made within thirty (30) days from the date such objection is made, the Trust Professional may submit the dispute to the Bankruptcy Court for determination of the appropriate amount to be paid. Notwithstanding the foregoing, the Liquidating Trust A Trustee may pay the Trust Professional all undisputed fees pending Bankruptcy Court resolution of any disputed fees.

4.9 Liquidating Trust A Expenses. Liquidating Trust A Expenses include: any and all reasonable (i) fees, costs and expenses incurred by the Liquidating Trust A, the Liquidating Trust A Trustee, the Liquidating Trust A Delaware Trustee or the Trust Professionals, on or after the Effective Date in connection with any of their duties under the Plan, the Confirmation Order, and this Liquidating

Trust A Agreement, including any administrative fees, attorneys' fees and expenses, insurance fees, taxes and escrow expenses, (ii) up to \$25,000 of fees or expenses incurred by a third party Disbursing Agent in connection with making distributions to the Holders of Allowed Term Loan Claims on account of such Claims until Allowed Term Loan Claims are satisfied. Except as may otherwise be agreed, the Liquidating Trust A Expenses will be paid solely from Liquidating Trust A Assets.

4.10 Signature Authority. As of the Effective Date, the Liquidating Trust A Trustee shall have the signature authority on behalf of the Liquidating Trust A to: (a) open and close accounts with any banking, financial or investment institution; (b) make deposits and withdrawals of cash and other property into or from any such accounts; (c) make or endorse checks with respect to any such account; and (d) effectuate purchases and sales of securities and give security purchase and sale orders to brokers or any third parties, and the exercise of such power and authority shall be deemed to be authorized by and to represent the decision of the Liquidating Trust A Trustee then entitled to make such decision.

4.11 Maintenance of Register. The Liquidating Trust A Trustee, through appropriate agents, shall at all times record and maintain or cause to be maintained a reasonably accurate register of the names, addresses and number of the Liquidating Trust A Beneficiaries and respective pro rata share of beneficial interest (reflected as a percentage) of each of the Liquidating Trust A Beneficiaries in the Liquidating Trust A determined by such Liquidating Trust A Beneficiary's Allowed Term Loan Claims compared to the Allowed Term Loan Claims of all Liquidating Trust A Beneficiaries as contemplated in the Plan.

4.12 Responsibility for Administration of Claims. As of the Effective Date, the Liquidating Trust A (or the Liquidating Trust A Trustee on its behalf) shall become responsible for administering and paying distributions to Liquidating Trust A Beneficiaries to the extent provided in the Plan.

4.13 Safekeeping and Investment of Liquidating Trust A Assets. All moneys and other assets received by the Liquidating Trust A Trustee shall, until distributed or paid over as provided herein and in the Plan, be held in trust for the benefit of the Liquidating Trust A Beneficiaries, but need not be segregated in separate accounts from other Liquidating Trust A Assets, unless and to the extent required by applicable law or the Plan. Except as otherwise provided by the Plan, the Liquidating Trust A Trustee shall not be under any obligation to invest Liquidating Trust A Assets. Neither the Liquidating Trust A nor the Liquidating Trust A Trustee shall have any liability for interest or producing income on any moneys received by either of them and held for distribution or payment to the Liquidating Trust A Beneficiaries, except as such interest or income shall actually be received by the Liquidating Trust A or Liquidating Trust A Trustee, which shall be distributed as provided in the Plan. Except as otherwise provided by the Plan, the right and power of the Liquidating Trust A Trustee to invest the Liquidating Trust A Assets, the proceeds thereof or any income earned by the Liquidating Trust A, shall be limited to powers to invest in demand and time deposits (such as short-term certificates of deposit, in banks or other savings institutions) or other temporary liquid investments (such as treasury bills); *provided* that the scope of permissible investments shall be limited to only those that a liquidating trust, within the meaning of Section 301.7701-4(d) of the Treasury Regulations, is permitted to hold, pursuant to the Treasury Regulations, or any modification in the Internal Revenue Service ("IRS") guidelines, including Revenue Procedure 94-45, whether set forth in IRS rulings or other IRS pronouncements, and to the investment guidelines of § 345 of the Bankruptcy Code.

4.14 Maintenance and Disposition of Liquidating Trust A Records. The Liquidating Trust A Trustee shall maintain accurate records of the administration of Liquidating Trust A Assets, including receipts and disbursements and other activity of the Liquidating Trust A. All books and records pertaining to the Debtors or the Liquidating Trust A that have been delivered to, created or maintained by the Liquidating Trust A or the Liquidating Trust A Trustee may be disposed of and/or destroyed

using reasonable commercial means at any time following the later of (a) such time as the Liquidating Trust A Trustee determines that the continued possession or maintenance of such books and records is no longer reasonably necessary for the benefit of the Liquidating Trust A or the Liquidating Trust A Beneficiaries or required by applicable law or (b) upon the dissolution and completion of the winding down of the Liquidating Trust A (unless such records and documents are reasonably necessary to fulfill any of the Liquidating Trust A Trustee's remaining obligations, including obligations related to tax returns for the Debtors or the Liquidating Trust A) subject to the terms of any joint prosecution and joint interest agreement(s) to which the Liquidating Trust A may be a party.

4.15 Conflicts of Interest. The Liquidating Trust A Trustee will appoint a disinterested Person to handle any matter where the Liquidating Trust A Trustee has identified a conflict of interest or the Bankruptcy Court, on motion of a party in interest, determines one exists. In the event the Liquidating Trust A Trustee is unwilling or unable to appoint a disinterested Person to handle any such matter, the Bankruptcy Court, on notice and hearing, may do so.

4.16 Incorporation of Plan. The Plan is hereby incorporated into this Liquidating Trust A Agreement and made a part hereof by this reference.

4.17 No Bond Required; Procurement of Insurance. Notwithstanding any state or other applicable law to the contrary, the Liquidating Trust A Trustee (including any successor Liquidating Trust A Trustee) shall be exempt from giving any bond or other security in any jurisdiction and shall serve hereunder without bond. The Liquidating Trust A Trustee is hereby authorized, but not required, to obtain any reasonably necessary insurance coverage, at the Liquidating Trust A's sole expense, for itself and its respective agents, including coverage with respect to the liabilities, duties and obligations of the Liquidating Trust A Trustee, which insurance coverage may, at the sole option of the Liquidating Trust A Trustee, be extended for a reasonable period after the termination of the Liquidating Trust A Agreement.

ARTICLE 5 **DISTRIBUTIONS**

5.1 Distribution and Reserve of Liquidating Trust A Assets. Following the transfer of Liquidating Trust A Assets to or for the benefit of the Liquidating Trust A, the Liquidating Trust A Trustee shall make continuing reasonable efforts on behalf of the Liquidating Trust A to accept, preserve, receive, collect, manage, invest, sell, liquidate, transfer, supervise, prosecute, settle, protect and distribute, as applicable, all Liquidating Trust A Assets, subject to any reserves required under the Plan, the Confirmation Order and this Liquidating Trust A Agreement. The Liquidating Trust A Trustee is the Trustee of the Liquidating Trust A Assets, acting under title 11 of the United States Code within the meaning of 31 U.S.C. § 3713(b).

The Liquidating Trust A Trustee (in its capacity as Disbursing Agent, or such third party Disbursing Agent as the Liquidating Trust A Trustee may retain in its sole discretion) will make all distributions of Cash required under the Plan to Liquidating Trust A Beneficiaries from the Liquidating Trust A Assets. Each third party Disbursing Agent will serve without bond, and any third party Disbursing Agent may retain or contract with other entities to assist in or make the distributions required by the Plan.

5.2 Distributions. Subject to this Liquidating Trust A Agreement, the Liquidating Trust A Trustee shall cause the Liquidating Trust A to distribute the Liquidating Trust A's net Cash income and net Cash proceeds from the liquidation of the Liquidating Trust A Assets (net of any payment of or provision for taxes) to the Liquidating Trust A Beneficiaries at least annually as provided by the Plan and the Confirmation Order, except the Liquidating Trust A may, subject to the Plan, retain an

amount of net income and other Liquidating Trust A Assets reasonably necessary to maintain the value of the Liquidating Trust A Assets and meet expenses, claims and contingent liabilities of the Liquidating Trust A and Liquidating Trust A Trustee, and retention of such amount may preclude distributions to Liquidating Trust A Beneficiaries.

Notwithstanding anything herein to the contrary, no distribution shall be made to a Holder of an Allowed Term Loan Claim if such Holder's Allowed Term Loan Claim has been satisfied in full by distributions made by the Debtors or the Liquidating Trust A or otherwise resolved pursuant to the Plan (including a Holder of an Allowed Term Loan Claim choosing not to be a Liquidating Trust A Beneficiary).

5.3 Reserves; Pooling of Reserved Funds. Except as otherwise provided in the Plan and the Confirmation Order, before making any distribution or permitting any distribution to be made, the Liquidating Trust A Trustee may establish, supplement and maintain reserves in an amount sufficient to meet any and all expenses and liabilities of the Liquidating Trust A, including attorneys' fees and expenses, and fees payable to the United States Trustee pursuant to 28 U.S.C. § 1930.

5.4 Distributions Net of Reserves and Costs. Distributions shall be made net of any reserves in accordance with the Plan, the Confirmation Order and this Liquidating Trust A Agreement, and also net of the actual and reasonable costs of making the distributions.

5.5 Method and Timing of Distributions. Distributions to Liquidating Trust A Beneficiaries will be made from the Liquidating Trust A in accordance with the terms of the Plan, the Confirmation Order and this Liquidating Trust A Agreement.

5.6 No Distributions Pending Allowance. Notwithstanding anything in the Plan to the contrary, (a) no distributions will be made on account of a Disputed Term Loan Claim until such Term Loan Claim becomes an Allowed Claim, if ever; and (b) except as otherwise agreed to by the relevant parties, no partial distributions shall be made with respect to a Disputed Term Loan Claim until all such disputes in connection with such Disputed Term Loan Claim have been resolved by settlement or Final Order.

5.7 De Minimis Distributions. Notwithstanding any other provision of the Plan or this Liquidating Trust A Agreement, no Disbursing Agent will distribute Cash to a Liquidating Trust A Beneficiary if the amount of Cash to be distributed on account of such Claim is less than \$250 in the aggregate.

5.8 Withholding from Distributions. The Liquidating Trust A Trustee (or third-party Disbursing Agent) shall comply with all tax withholding and reporting requirements imposed on it or the Liquidating Trust A by any governmental unit. The Liquidating Trust A Trustee (or third-party Disbursing Agent) is authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including, without limitation, withholding or deducting from amounts distributable to any Liquidating Trust A Beneficiary any and all amounts as may be sufficient to pay or remit the amount of any tax or other charge that has been or might be reasonably assessed or imposed by any law, regulation, rule, ruling, directive or other governmental requirement on distributions to such Liquidating Trust A Beneficiary or on the Liquidating Trust A with respect to the amount to be distributed to such Liquidating Trust A Beneficiary. The applicable Disbursing Agent shall determine such amount to be withheld or deducted in its sole, reasonable discretion.

5.9 Tax Identification Numbers. Pursuant to Section VI.F of the Plan, the Liquidating Trust A Trustee (or third party Disbursing Agent) may require any Liquidating Trust A Beneficiary to provide it with an executed IRS Form W-9, IRS Form W-8 or other appropriate tax form or documentation as a condition precedent to being sent a distribution. If a Liquidating Trust A

Beneficiary does not timely provide an executed IRS Form W-9, IRS Form W-8 or other tax form or documentation within the time period specified in a notice from the applicable Disbursing Agent, or such later time period agreed to by the Disbursing Agent in writing in its discretion, then the Disbursing Agent, in its sole discretion, may (a) make a distribution net of any applicable withholding or (b) determine that such Liquidating Trust A Beneficiary shall be deemed to have forfeited the right to receive any distribution, as further set forth in the Plan.

5.10 Unclaimed and Undeliverable Distributions. Subject to Plan Section VI.D.4, if any distribution to a Liquidating Trust A Beneficiary is returned to the Liquidating Trust A Trustee or third party Disbursing Agent, as applicable, as undeliverable, no further distributions to such Holder shall be made unless and until the applicable Disbursing Agent is notified by written certification of such Holder's current address, and such undeliverable distributions will remain in the possession of the applicable Disbursing Agent pursuant to Plan Section VI.D.4 for the benefit of such claimants until such time as a distribution becomes deliverable.

5.11 No Responsibility to Attempt to Locate Liquidating Trust A Beneficiaries. The Liquidating Trust A Trustee or third party Disbursing Agent may, in its sole discretion, attempt to determine a Liquidating Trust A Beneficiary's current address or otherwise locate a Liquidating Trust A Beneficiary, but nothing in this Liquidating Trust A Agreement or the Plan shall require the Liquidating Trust A Trustee or any Disbursing Agent to do so.

5.12 Disallowance of Claims; Cancellation of Corresponding Beneficial Interests. All Claims in respect of undeliverable or unclaimed distributions that, pursuant to Section VI.D.4 of the Plan, have become unclaimed property under § 347(b) of the Bankruptcy Code shall be deemed disallowed and expunged and the corresponding Beneficial Interests in the Liquidating Trust A of the Liquidating Trust A Beneficiaries holding such disallowed Term Loan Claims shall be deemed canceled. The Holder of any such disallowed Term Loan Claim shall no longer have any right, claim or interest in or to any distributions in respect of such disallowed Term Loan Claim. The Holder of any such disallowed Term Loan Claim is forever barred, estopped and enjoined from receiving any distributions under this Liquidating Trust A Agreement and from asserting such disallowed Term Loan Claim against the Debtors, the Estates, the Liquidating Trust A, the Liquidating Trust A Trustee or the property of any of the foregoing.

5.13 Inapplicability of Unclaimed Property or Escheat Laws. Unclaimed property held by the Liquidating Trust A shall not be subject to the unclaimed property or escheat laws of the United States, any state or any local governmental unit.

5.14 Voided Checks; Request for Reissuance. Distribution checks issued to Liquidating Trust A Beneficiaries shall be null and void if not negotiated within 180 days after the date of issuance thereof. Requests for reissuance of any voided check shall be made in writing directly to the Liquidating Trust A Trustee or third party Disbursing Agent, as applicable, by the Beneficiary to whom such check originally was issued. All such requests shall be made promptly and in time for the check to be reissued and cashed before the final distribution date and shall be subject to any internal policy requirements of the applicable third party Disbursing Agent. Any claims in respect of voided checks shall be discharged and forever barred and such unclaimed distribution shall be re-allocated as set forth in Section VI.D.4 of the Plan, notwithstanding any federal or state escheat laws to the contrary.

5.15 Conflicting Claims. If any conflicting claims or demands are made or asserted with respect to the Beneficial Interest of a Liquidating Trust A Beneficiary under this Liquidating Trust A Agreement, or if there is any disagreement between the assignees, transferees, heirs, representatives or legatees succeeding to all or a part of such an interest resulting in adverse claims or demands being

made in connection with such interest, then, in any of such events, the Liquidating Trust A Trustee shall be entitled, in its sole discretion, to refuse to comply with any such conflicting claims or demands.

(a) The Liquidating Trust A Trustee may elect to cause the Liquidating Trust A to make no payment or distribution with respect to the Beneficial Interest subject to the conflicting claims or demand, or any part thereof, and to refer such conflicting claims or demands to the Bankruptcy Court, which shall have exclusive jurisdiction over resolution of such conflicting claims or demands. Neither the Liquidating Trust A nor the Liquidating Trust A Trustee shall be or become liable to any of such parties for their refusal to comply with any such conflicting claims or demands, nor shall the Liquidating Trust A or Liquidating Trust A Trustee be liable for interest on any funds which may be so withheld.

(b) The Liquidating Trust A Trustee shall be entitled to refuse to act until either (i) the rights of the adverse claimants have been adjudicated by a Final Order of the Bankruptcy Court or (ii) all differences have been resolved by a valid written agreement among all such parties to the satisfaction of the Liquidating Trust A Trustee, which agreement shall include a complete release of the Liquidating Trust A and Liquidating Trust A Trustee. Until the Liquidating Trust A Trustee receives written notice that one of the conditions of the preceding sentence is met, the Liquidating Trust A Trustee (i) may deem and treat as the absolute owner under this Liquidating Trust A Agreement of the beneficial interest in the Liquidating Trust A the Liquidating Trust A Beneficiary identified as the owner of that interest in the books and records maintained by the Liquidating Trust A Trustee and (ii) shall deem and treat such Liquidating Trust A Beneficiary as the absolute owner for purposes of receiving distributions and any payments on account thereof for federal and state income tax purposes, and for all other purposes whatsoever.

(c) In acting or refraining from acting under and in accordance with Sections 5.14-5.16 of this Liquidating Trust A Agreement, the Liquidating Trust A Trustee shall be fully protected and incur no liability to any purported claimant or any other Person pursuant to this Liquidating Trust A Agreement.

5.16 Priority of Expenses of Trust. Except as otherwise provided in the Plan, the Liquidating Trust A may pay, or the Liquidating Trust A Trustee, in its reasonable discretion, may sufficiently reserve Liquidating Trust A Assets for payment of all of the Liquidating Trust A Expenses before making distributions.

ARTICLE 6 **BENEFICIARIES**

6.1 Interest Beneficial Only. The Liquidating Trust A is created for the benefit of the Liquidating Trust A Beneficiaries. The Liquidating Trust A Beneficiaries shall each have an undivided beneficial interest in the assets of the Liquidating Trust A (each a “**Beneficial Interest**”). All distributions to Liquidating Trust A Beneficiaries shall be made in accordance with the terms of the Plan, the Confirmation Order and this Liquidating Trust A Agreement. The ownership of a Beneficial Interest in the Liquidating Trust A shall not entitle any Liquidating Trust A Beneficiary to any title or direct ownership in or to the Liquidating Trust A Assets (except as required under applicable tax law) or to any right to call for a partition or division of such assets or to require an accounting.

6.2 Ownership of Beneficial Interests Hereunder. Each Liquidating Trust A Beneficiary shall own a Beneficial Interest herein which shall, subject to Article 6 herein and the Plan, be entitled to a distribution in the amounts, and at the times, set forth in the Plan. Each Liquidating Trust A Beneficiary shall take and hold its Beneficial Interest subject to the terms of this Liquidating Trust A Agreement and the Plan.

6.3 Evidence of Beneficial Interest. Ownership of a Beneficial Interest in the Liquidating Trust A Assets shall not be evidenced by any certificate, security or receipt or in any other form or manner whatsoever, except as maintained on the books and records of the Liquidating Trust A by the Liquidating Trust A Trustee. No Beneficiary shall have legal title to any part of the Liquidating Trust A Assets.

6.4 No Right to Accounting. Neither the Liquidating Trust A Beneficiaries nor their successors, assigns, creditors or any other Person or Entity shall have any right to an accounting by the Liquidating Trust A Trustee, and the Liquidating Trust A Trustee shall not be obligated to provide any accounting to any Person or Entity. Nothing in this Liquidating Trust A Agreement is intended to require the Liquidating Trust A Trustee at any time or for any purpose to file any accounting or seek approval of any court with respect to the administration of the Liquidating Trust A or as a condition for making any advance, payment or distribution out of proceeds of Liquidating Trust A Assets.

6.5 No Standing. Except as expressly provided in this Liquidating Trust A Agreement, a Liquidating Trust A Beneficiary shall not have standing to direct or to seek to direct the Liquidating Trust A or Liquidating Trust A Trustee to do or not to do any act, or to institute any action or proceeding at law or in equity, against any Person or Entity upon or with respect to the Liquidating Trust A Assets or to act in the name or on behalf of the Liquidating Trust A or Liquidating Trust A Trustee.

6.6 Requirement of Undertaking. The Liquidating Trust A Trustee may request the Bankruptcy Court to require, in any suit for the enforcement of any right or remedy under this Liquidating Trust A Agreement, or in any suit against the Liquidating Trust A Trustee for any action taken or omitted by it as Liquidating Trust A Trustee, the filing by any party litigant in such suit of an undertaking to pay the costs of such suit, including reasonable attorneys' fees, against any party litigant in such suit; provided, however, that the provisions of this Section 6.6 shall not apply to any suit by the Liquidating Trust A Trustee.

6.7 Limitation on Transferability. It is understood and agreed that the Beneficial Interests herein shall be non-transferable and non-assignable during the term of this Liquidating Trust A Agreement except pursuant to will, intestate succession or otherwise by operation of law. To the fullest extent permitted by applicable law, an assignment by operation of law shall not be effective until appropriate notification and proof thereof is submitted to the Liquidating Trust A Trustee, and the Liquidating Trust A Trustee may continue to cause the Liquidating Trust A to pay all amounts to or for the benefit of the assigning Liquidating Trust A Beneficiaries until receipt of proper notification and proof of assignment by operation of law. The Liquidating Trust A Trustee may rely upon such proof without the requirement of any further investigation.

6.8 Exemption from Registration. The rights of the Liquidating Trust A Beneficiaries arising under this Liquidating Trust A Agreement are not intended to constitute "securities" under applicable law. If the rights arising under this Liquidating Trust A Agreement in favor of the Liquidating Trust A Beneficiaries 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 exemption from registration under § 1145 of the Bankruptcy Code is intended to be applicable to such securities. No party to this Liquidating Trust A Agreement shall make a contrary or different contention.

ARTICLE 7

THIRD PARTY RIGHTS AND LIMITATION OF LIABILITY

7.1 Parties Dealing With the Liquidating Trust A Trustee. In the absence of actual knowledge to the contrary, any Person dealing with the Liquidating Trust A or the Liquidating Trust A Trustee shall be entitled to rely on the authority of the Liquidating Trust A Trustee or any of the

Liquidating Trust A Trustee's agents to act in connection with the Liquidating Trust A Assets. There is no obligation of any Person dealing with the Liquidating Trust A Trustee to inquire into the validity, expediency or propriety of any transaction by the Liquidating Trust A Trustee or any agent of the Liquidating Trust A Trustee.

7.2 Limitation of Liability. Unless otherwise qualified herein, the Liquidating Trust A Trustee will have the absolute right to take any and all action with respect to the Liquidating Trust A Assets as the Liquidating Trust A Trustee reasonably and in good faith determines is in the best interests of the Liquidating Trust A Beneficiaries and consistent with the purposes of the Liquidating Trust A. In exercising the rights granted herein, the Liquidating Trust A Trustee shall exercise its reasonable judgment, to the end that the affairs of the Liquidating Trust A shall be properly managed and the interests of all of the Liquidating Trust A Beneficiaries safeguarded. Notwithstanding anything herein to the contrary, the Liquidating Trust A Trustee, and any of its firms, companies, affiliates, partners, officers, directors, members, employees, designees, professionals, advisors, attorneys, representatives, disbursing agents or agents and any of such Person's successors and assigns shall not incur any responsibility or liability by reason of any error of law or fact or of any matter or thing done or suffered or omitted to be done under or in connection with the Plan or this Liquidating Trust A Agreement or for the outcome of its decisions, other than for specific actions or omissions resulting from its willful misconduct, gross negligence, fraud, or action taken in bad faith or in a manner whereby such Person knew or should have known such action to be not in, or opposed to, the best interests of the Liquidating Trust A Beneficiaries, found by a Final Order (not subject to further appeal or review) of a court of competent jurisdiction to be the direct and primary cause of loss, liability, damage or expense suffered by the Liquidating Trust A. In no event shall the Liquidating Trust A Trustee be liable for indirect, punitive, special, incidental or consequential damage or loss (including but not limited to lost profits) whatsoever, even if the Liquidating Trust A Trustee has been informed of the likelihood of such loss or damages and regardless of the form of action. The Liquidating Trust A Trustee may, in connection with the performance of its functions, in the Liquidating Trust A Trustee's sole and absolute discretion, consult with its attorneys, accountants, advisors and agents, and shall not be liable for any act taken, or omitted to be taken or suggested to be done in accordance with advice or opinions rendered by such persons, regardless of whether such advice or opinions are in writing. Notwithstanding such authority, the Liquidating Trust A Trustee shall be under no obligation to consult with any such attorneys, accountants, advisors or agents, and any determination not to do so shall not result in the imposition of liability on the Liquidating Trust A Trustee unless such determination is based on willful misconduct, gross negligence or fraud.

7.3 No Liability for Acts of Other Persons. None of the Persons identified in the immediately preceding Section 7.2 of this Liquidating Trust A Agreement shall be liable for the act or omission of any other Person identified in that section.

7.4 No Liability for Acts of Predecessors. No successor Liquidating Trust A Trustee shall be in any way responsible for the acts or omissions of any Liquidating Trust A Trustee in office prior to the date on which such successor becomes the Liquidating Trust A Trustee, unless a successor Trustee expressly assumes such responsibility.

7.5 No Liability for Good Faith Error of Judgment. The Liquidating Trust A Trustee shall not be liable for any error of judgment made in good faith, unless it shall be finally determined by a Final Order of a court of competent jurisdiction that the Liquidating Trust A Trustee was grossly negligent in ascertaining the pertinent facts.

7.6 Reliance on Documents. Except as otherwise provided herein, the Liquidating Trust A Trustee may rely upon any resolution, certificate, statement, instrument, opinion, report, notice,

request, consent, order or other paper or document believed by the Liquidating Trust A Trustee to be genuine and to have been signed or presented by the proper party or parties.

7.7 No Liability For Acts Approved by Bankruptcy Court. The Liquidating Trust A Trustee shall have the right at any time to seek instructions from the Bankruptcy Court concerning the administration or disposition of the Liquidating Trust A and the Claims required to be administered by the Liquidating Trust A. The Liquidating Trust A Trustee shall not be liable for any act or omission that has been approved by the Bankruptcy Court. An act or omission taken with the approval of the Bankruptcy Court, and not inconsistent therewith, will be conclusively deemed not to constitute fraud, gross negligence or willful misconduct.

7.8 No Personal Obligation for Liquidating Trust A Liabilities. Except as required under applicable tax law, Persons dealing with the Liquidating Trust A Trustee shall have recourse only to the Liquidating Trust A Assets to satisfy any liability incurred by the Liquidating Trust A Trustee to such person in carrying out the terms of the Plan or this Liquidating Trust A Agreement, and the Liquidating Trust A Trustee shall have no personal obligation to satisfy any such liability.

7.9 Indemnification. Without limiting any provision of the Plan, the Liquidating Trust A shall indemnify the Liquidating Trust A Trustee and its consultants, agents, attorneys, accountants, financial advisors, beneficiaries, estates, employees, officers, directors, principals, professionals and other representatives and any Supplemental Liquidating Trust A Trustee (each in their capacity as such, a “**Liquidating Trust A Indemnified Party**”) for, and shall hold each of them harmless against, any loss, liability, damage, judgment, fine, penalty, claim, demand, settlement, cost or expense (including the reasonable fees and expenses of their respective professionals) incurred without fraud, gross negligence, willful misconduct or action taken in bad faith or in a manner whereby such Liquidating Trust A Indemnified Party knew or should have known such action to be not in, or opposed to, the best interests of the Liquidating Trust A Beneficiaries on the part of such Liquidating Trust A Indemnified Party (which fraud, gross negligence, willful misconduct or bad faith, if any, must be determined by a Final Order of a court of competent jurisdiction) in connection with the Liquidating Trust A, the Liquidating Trust A Assets, the Plan or this Liquidating Trust A Agreement and for any action taken, suffered or omitted to be taken by such Liquidating Trust A Indemnified Party in connection with the acceptance, administration, exercise and performance of its duties under the Plan or this Liquidating Trust A Agreement, as applicable. In addition, the Liquidating Trust A shall, to the fullest extent permitted by law, indemnify and hold harmless each Liquidating Trust A Indemnified Party, from and against and with respect to any and all liabilities, losses, damages, claims, costs and expenses, including attorneys’ fees arising out of or due to its actions or omissions, or consequences of such actions or omissions, with respect to the Liquidating Trust A or the implementation or administration of the Plan if the Liquidating Trust A Indemnified Party acted in good faith and in a manner reasonably believed to be in, or not opposed to, the best interest of the Liquidating Trust A and the Liquidating Trust A Beneficiaries.

7.10 Expense of Liquidating Trust A; Limitation on Source of Payment of Indemnification. All indemnification liabilities of the Liquidating Trust A under Section 7.9 shall be paid as Liquidating Trust A Expenses. The Liquidating Trust A Trustee shall not be personally liable for the payment of any Liquidating Trust A expense or claim or other liability of the Liquidating Trust A, and no Person shall look to the Liquidating Trust A Trustee or other Indemnified Parties personally for the payment of any such expense or liability. To the extent the Liquidating Trust A indemnifies and holds harmless any Liquidating Trust A Indemnified Parties, the legal fees and related costs incurred by counsel to the Liquidating Trust A Trustee in monitoring or participating in the defense of such claims giving rise to the right of indemnification shall be paid as Liquidating Trust A Expenses.

7.11 Procedure for Current Payment of Indemnified Expenses; Undertaking to Repay. The Liquidating Trust A shall reasonably promptly pay a Liquidating Trust A Indemnified Party all amounts subject to indemnification under Section 7.9 on submission of invoices for such amounts by the Liquidating Trust A Indemnified Party. By accepting any indemnification payment, the Liquidating Trust A Indemnified Party undertakes to repay such amount promptly if it is determined that the Liquidating Trust A Indemnified Party is not entitled to be indemnified under this Liquidating Trust A Agreement. Any dispute arising out of Sections 7.9-7.11 shall be heard and finally determined by the Bankruptcy Court.

7.12 No Implied Obligations. The Liquidating Trust A Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth herein and/or in the Plan, and no implied covenants or obligations shall be read into this Liquidating Trust A Agreement against the Liquidating Trust A Trustee.

7.13 Confirmation of Survival of Provisions. Without limitation in any way of any provision of this Liquidating Trust A Agreement, the provisions of this Article 7 shall survive the death, dissolution, liquidation, resignation, replacement or removal, as may be applicable, of the Liquidating Trust A Trustee, or the termination of the Liquidating Trust A or this Liquidating Trust A Agreement and shall inure to the benefit of the Liquidating Trust A Trustee's and the Liquidating Trust A Indemnified Parties' heirs and assigns.

ARTICLE 8

[TAX MATTERS]²

8.1 Tax Treatment of Liquidating Trust A. Pursuant to and in accordance with the Plan, for U.S. federal income tax purposes, all parties (including the Debtors, the Liquidating Trust A Delaware Trustee, the Liquidating Trust A Trustee, and the Liquidating Trust A Beneficiaries) shall treat the Liquidating Trust A as a liquidating trust within the meaning of Treasury Regulation Section 301.7701-4(d) and in compliance with IRS Revenue Procedure 94-45, 1994-2 C.B. 684 to the extent permitted under applicable law, and, thus, as a "grantor trust" within the meaning of section 671-677 of the Tax Code of which the Liquidating Trust A Beneficiaries (as determined for U.S. federal income tax purposes) are the owners and grantors. For U.S. federal income tax purposes, the transfer of the Liquidating Trust A Assets by the Debtors to the Liquidating Trust A shall be treated (a) except with respect to any DOF, as the transfer of assets by the Debtors to the Liquidating Trust A Beneficiaries, subject to any liabilities of the Debtors or the Liquidating Trust A payable from the proceeds of such assets, followed by the transfer of such assets (subject to such liabilities) by such Liquidating Trust A Beneficiaries to the Liquidating Trust A in exchange for the Beneficial Interests in the Liquidating Trust A, and (b) with respect to any DOF, as the transfer of assets by the Debtors to one or more Disputed Claims Reserves. To the extent provided by law, the Liquidating Trust A shall be governed and construed in all respects as a liquidating trust and any ambiguity herein shall be construed consistent herewith and, if necessary, this Agreement may be amended in accordance with Section 12.8 of this Agreement to comply with such U.S. federal income tax laws, which amendments may apply retroactively. All parties (including the Debtors, the Liquidating Trust A Beneficiaries and the Liquidating Trust A Trustee) shall report consistently with the intended treatment of the Liquidating Trust A (including the deemed receipt of the underlying assets, subject to applicable liabilities and obligations, by the Liquidating Trust A Beneficiaries, followed by the deemed transfer of such assets to the Liquidating Trust A).

² [NTD: Subject to ongoing review by K&E Tax.]

8.2 Annual Reporting and Filing Requirements. Pursuant to and in accordance with the terms of the Plan and this Liquidating Trust A Agreement, the Liquidating Trust A Trustee will file all tax returns of the Liquidating Trust A in a timely manner and distribute beneficiary statements on a basis consistent with the treatment of the Liquidating Trust A as a liquidating trust (and grantor trust pursuant to Treasury Regulation Section 1.671-4(a)) and, to the extent applicable, as one or more Disputed Claims Reserves taxed as “disputed ownership fund” (“DOF”) within the meaning of Treasury Regulation section 1.468B-9 for U.S. federal income tax purposes, and will timely pay all taxes shown as due thereon and owed from the Liquidating Trust A Assets. To the extent reasonably practicable, unless otherwise ordered by the Bankruptcy Court, the Liquidating Trust A Trustee shall, within 110 days after the end of each calendar year, send to each Liquidating Trust A Beneficiary a statement setting forth such Liquidating Trust A Beneficiary share or items of income, gain, loss, deduction, or credit and will instruct all such holders to report such items on their U.S. federal income tax returns. Such a statement shall also be sent to each Liquidating Trust A Beneficiary within 110 days of the dissolution of the Liquidating Trust A. The Liquidating Trust A taxable income, gain, loss, deduction, or credit will be allocated (subject to provisions of the Plan and Confirmation Order relating to Disputed Claims) to the Liquidating Trust A Beneficiaries in accordance with their relative beneficial interests in the Liquidating Trust A, as determined pursuant to this Agreement. The Liquidating Trust A Trustee also shall file (or cause to be filed) any other statements, returns or disclosure relating to the Liquidating Trust A that are required by any governmental unit or taxing authority.

8.3 Tax Treatment of Reserves for Disputed Claims. The Liquidating Trust A shall comply with all U.S. federal and state tax reporting and tax compliance requirements of any DOF, to the extent applicable, including but not limited to the filing of a separate U.S. federal tax return for any DOF and the payment of U.S. federal and/or state income tax due. The Liquidating Trust A Trustee shall be the administrator of any DOF within the meaning of Treasury Regulation Section 1.468B-9(b)(2) and shall be responsible for all tax reporting and withholding by any such Disputed Claims Reserve.

8.4 Valuation of Liquidating Trust A Assets. As soon as practicable after the Effective Date, the Liquidating Trust A Trustee shall obtain from appropriate agents a good faith determination of the fair market value of the Liquidating Trust A Assets as of the Effective Date. This valuation shall be used consistently by all parties (including the Debtors, the Liquidating Trust A Delaware Trustee, the Liquidating Trust A Trustee, and the Liquidating Trust A Beneficiaries) for all U.S. federal income tax purposes. The Liquidating Trust A Trustee shall establish appropriate means to apprise the Liquidating Trust A Beneficiaries of such valuation.

8.5 Section 1146(a) Exemption. The Parties intend that, pursuant to section 1146(a) of the Bankruptcy Code, the execution and implementation of this Liquidating Trust A Agreement, including the creation of the Liquidating Trust A and any transfers of the Liquidating Trust A Assets to, by or from the Liquidating Trust A, will not be subject to any stamp tax, transfer tax or similar tax or fee.

8.6 Section 505 Determination. The Liquidating Trust A Trustee may request an expedited determination of any tax matter of the Debtors, the Liquidating Trust A or any Disputed Claims Reserve under, section 505 of the Bankruptcy Code for which such determination may be requested thereunder, and take all action necessary to obtain payment of any tax refund(s) due to the Debtors, and/or the Liquidating Trust A.

ARTICLE 9

SELECTION, REMOVAL, REPLACEMENT AND COMPENSATION OF TRUSTEE

9.1 Initial Liquidating Trust A Trustee. As of the Effective Date, Gene R. Kohut, in his capacity as member at Trust Street Advisors, LLC, has been appointed in accordance with the Plan by the Debtors, with the consent of the AHG upon consultation with Stonebriar, to act as the

Liquidating Trust A Trustee of the Liquidating Trust A in accordance with the terms of the Plan, the Confirmation Order and this Liquidating Trust A Agreement.

9.2 Term of Service. The Liquidating Trust A Trustee shall serve until (a) the completion of (i) the administration and liquidation of the Liquidating Trust A Assets and the Liquidating Trust A, including the winding up of the Liquidating Trust A; (ii) all other responsibilities of the Liquidating Trust A (or Liquidating Trust A Trustee on its behalf), each as set forth in, and in accordance with, the Plan, the Confirmation Order and this Liquidating Trust A Agreement; and (iii) termination of the Liquidating Trust A in accordance with the terms of this Liquidating Trust A Agreement or (b) the Liquidating Trust A Trustee's resignation, death, Disability, incapacity or removal. In the event the Liquidating Trust A Trustee's appointment terminates by reason of death, Disability, dissolution, liquidation, resignation or removal, the Liquidating Trust A Trustee shall be immediately compensated for all reasonable fees and expenses accrued through the effective date of termination, whether or not previously invoiced. The provisions of Article 9 of this Liquidating Trust A Agreement shall survive the resignation or removal of any Liquidating Trust A Trustee.

For purposes of Article 9 of this Liquidating Trust A Agreement, (a) "Disability" of the Liquidating Trust A Trustee shall have occurred if, as a result of the Liquidating Trust A Trustee's incapacity due to physical or mental illness, the Liquidating Trust A Trustee shall have been substantially unable to perform its duties hereunder for three consecutive months or for an aggregate of 180 days during any period of twelve consecutive months; and (b) "Cause" shall mean (a) an act of fraud, embezzlement, or theft in connection with the Liquidating Trust A Trustee's duties or in the course of its employment in such capacity, (b) intentional wrongful damage to the Liquidating Trust A Assets, (c) the intentional wrongful disclosure of confidential information of the Liquidating Trust A resulting in material harm to the Liquidating Trust A, or (d) gross negligence or willful misconduct by the Liquidating Trust A Trustee in connection with the performance of its duties under the Plan, the Confirmation Order, or this Liquidating Trust A Agreement.

9.3 Removal of Liquidating Trust A Trustee. Any Person serving as Liquidating Trust A Trustee may be removed at any time for Cause and replaced by an order of the Bankruptcy Court. The removal shall be effective on the date specified in the applicable Bankruptcy Court order. Unless the Bankruptcy Court orders immediate removal, the Liquidating Trust A Trustee shall continue to serve until a successor Liquidating Trust A Trustee is appointed, and such appointment becomes effective, in accordance with Section 9.5 hereof. If a Liquidating Trust A Trustee is removed for Cause, such Liquidating Trust A Trustee shall not be entitled to any accrued but unpaid fees, reimbursements or other compensation under this Liquidating Trust A Agreement or otherwise.

9.4 Resignation of Liquidating Trust A Trustee. The Liquidating Trust A Trustee may resign at any time on written notice to the Bankruptcy Court; provided, however, such resignation shall not become effective until the appointment of a successor by the Liquidating Trust A Trustee or the Bankruptcy Court in accordance with section 9.5 hereof. If a Liquidating Trust A Trustee resigns from its position hereunder, subject to a final accounting, such Liquidating Trust A Trustee shall be entitled to all accrued but unpaid fees, expenses, and other compensation to the extent incurred, arising or relating to events occurring before such resignation, and any out-of-pocket expenses reasonably incurred in connection with the transfer of all powers and duties to the successor Liquidating Trust A Trustee.

9.5 Appointment of Successor Liquidating Trust A Trustee. The Liquidating Trust A Trustee may, at any time, select a successor Liquidating Trust A Trustee, subject to the approval of the Bankruptcy Court, to fill the vacancy created upon the resignation, death or dissolution of the Liquidating Trust A Trustee; provided, however, that in the event the Liquidating Trust A Trustee is

removed for cause pursuant to section 9.3 hereof, or upon the unexpected death of the Liquidating Trust A Trustee at the time of which no successor trustee has been selected pursuant to this section 9.5, any such successor Liquidating Trust A Trustee shall be approved by the Bankruptcy Court after motion filed by counsel to the Liquidating Trust A and requisite notice provided to parties in interest in the Debtors' Chapter 11 Cases. Every successor Liquidating Trust A Trustee appointed hereunder shall execute, acknowledge and deliver to the Bankruptcy Court an instrument accepting such appointment subject to the terms and provisions hereof. The successor Liquidating Trust A Trustee, without any further act, shall become vested with all the rights, powers and duties of the Liquidating Trust A Trustee; provided, however, no Liquidating Trust A Trustee shall be liable for the acts or omissions of any prior or later Liquidating Trust A Trustee. Subject to a final accounting, such Liquidating Trust A Trustee shall be entitled to all accrued and unpaid fees, reimbursement and other compensation, to the extent incurred or arising or relating to events occurring before such removal, and to any out-of-pocket expenses reasonably incurred in connection with the transfer of all powers and duties, and all rights to any successor Liquidating Trust A Trustee.

9.6 Powers and Duties of Successor Liquidating Trust A Trustee. A successor Liquidating Trust A Trustee shall have all the rights, privileges, powers and duties of the predecessor Liquidating Trust A Trustee under this Liquidating Trust A Agreement, the Plan and the Confirmation Order.

9.7 Liquidating Trust A Continuance. The resignation, death, incapacitation, dissolution, liquidation or removal of the Liquidating Trust A Trustee shall not terminate the Liquidating Trust A or revoke any existing agency created pursuant to this Liquidating Trust A Agreement or invalidate any action theretofore taken by the Liquidating Trust A Trustee.

9.8 Compensation of the Liquidating Trust A Trustee and Costs of Administration. The Liquidating Trust A Trustee shall be compensated, on terms as agreed to by the AHG and the Liquidation Trust A Trustee, for its services and shall be entitled to reimbursement of expenses incurred. Such compensation shall be paid out of the Liquidating Trust A Assets as Liquidating Trust A Expenses. Except as otherwise provided in the Plan, all costs, expenses and obligations incurred by the Liquidating Trust A Trustee and the Trust Professionals shall be paid by the Liquidating Trust A solely from the Liquidating Trust A Assets as Liquidating Trust A Expenses, prior to any distribution to the Liquidating Trust A Beneficiaries and shall not be subject to the approval of the Bankruptcy Court. Any successor Liquidating Trust A Trustee shall receive such reasonable compensation and reimbursement of expenses in the same manner as the initial Liquidating Trust A Trustee, payable in accordance with the Plan and consistent with initial Liquidating Trust A Trustee. In the event that the Liquidating Trust A Expenses are greater than the Liquidating Trust A Assets, the Liquidating Trust A Trustee shall have no recourse against Debtors or its assets.

9.9 Appointment of Supplemental Liquidating Trust A Trustee. Subject to this Liquidating Trust A Agreement, if any of the Liquidating Trust A Assets are situated in any state or other jurisdiction in which the Liquidating Trust A Trustee is not qualified to act as trustee, the Liquidating Trust A Trustee shall nominate and appoint a Person duly qualified to act as trustee (the "**Supplemental Liquidating Trust A Trustee**") in such state or jurisdiction and require from each such Supplemental Liquidating Trust A Trustee such security as may be designated by the Liquidating Trust A Trustee in its discretion. The Liquidating Trust A Trustee may confer upon such Supplemental Liquidating Trust A Trustee all of the rights, powers, privileges and duties of the Liquidating Trust A Trustee hereunder, subject to the conditions and limitations of this Liquidating Trust A Agreement and the Plan, except as modified or limited by the laws of the applicable state or other jurisdiction (in which case, the laws of the state or other jurisdiction in which such Supplemental Liquidating Trust A Trustee is acting shall prevail to the extent necessary). The Liquidating Trust A Trustee shall require such Supplemental Liquidating Trust A Trustee to be answerable to the Liquidating Trust A Trustee for all monies, assets

and other property that may be received in connection with the administration of all property. Subject to this Liquidating Trust A Agreement, the Liquidating Trust A Trustee may remove such Supplemental Liquidating Trust A Trustee, with or without cause, and appoint a successor Supplemental Liquidating Trust A Trustee at any time by executing a written instrument declaring such Supplemental Liquidating Trust A Trustee removed from office and specifying the effective date and time of removal.

ARTICLE 10

DURATION OF LIQUIDATING TRUST A

10.1 Duration. Once the Liquidating Trust A becomes effective upon the Effective Date, the Liquidating Trust A and this Liquidating Trust A Agreement shall remain and continue in full force and effect until the Liquidating Trust A is terminated.

10.2 Termination On Payment of Liquidating Trust A Expenses, Distribution of Liquidating Trust A Assets and Completion of Responsibilities Under the Plan. Upon (a) the payment of all costs, expenses and obligations incurred in connection with administering the Liquidating Trust A, (b) the distribution of all Liquidating Trust A Assets and (c) the completion of all responsibilities of the Liquidating Trust A (or Liquidating Trust A Trustee on its behalf), each as set forth in, and in accordance with, the provisions of the Plan, the Confirmation Order and this Liquidating Trust A Agreement, the Liquidating Trust A shall dissolve, windup and terminate and the Liquidating Trust A Trustee shall have no further responsibility in connection therewith except as may be required to effectuate such termination under relevant law.

10.3 Termination After Five Years. If the Liquidating Trust A has not been previously terminated pursuant to this Liquidating Trust A Agreement on the fifth anniversary of the Effective Date, and unless the Liquidating Trust A term has been extended in accordance with this section, the Liquidating Trust A Trustee shall distribute all of the Liquidating Trust A Assets to the Liquidating Trust A Beneficiaries in accordance with the Plan, and immediately thereafter the Liquidating Trust A shall dissolve, windup and terminate and the Liquidating Trust A Trustee shall have no further responsibility in connection therewith except to the limited extent set forth in this Liquidating Trust A Agreement. In no event shall the Liquidating Trust A be dissolved later than five years from the Effective Date unless the Bankruptcy Court, upon motion made within the 6-month period before such fifth anniversary (and, in the event of further extension, by further order of the Bankruptcy Court upon motion made within the 6-month period before the end of the preceding extension), approves 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) based upon a finding that such an extension is necessary for the Liquidating Trust A to complete its purpose. For the avoidance of doubt, the Liquidating Trust A Trustee shall have the authority and standing to complete any actions commenced on behalf of the Liquidating Trust A prior to its termination.

10.4 No Termination by Liquidating Trust A Beneficiaries. The Liquidating Trust A may not be terminated at any time by any of the Liquidating Trust A Beneficiaries.

10.5 Continuance of Liquidating Trust A for Winding Up; Discharge and Release of Liquidating Trust A Trustee. After the dissolution of the Liquidating Trust A and solely for the purpose of liquidating and winding up the affairs of the Liquidating Trust A, the Liquidating Trust A Trustee shall continue to act as such until all responsibilities have been fully performed. Except as otherwise specifically provided herein, upon the distribution of the Liquidating Trust A Assets, including any excess reserves, the Liquidating Trust A Trustee shall be deemed discharged and have no further duties

or obligations hereunder. Upon a motion by the Liquidating Trust A Trustee, the Bankruptcy Court may enter an order relieving the Liquidating Trust A Trustee and its employees, professionals and agents of any further duties, discharging and releasing the Liquidating Trust A Trustee from all liability related to the Liquidating Trust A.

10.6 Certificate of Cancellation. Upon the dissolution of the Liquidating Trust A and completion of the winding up of the Liquidating Trust A's affairs, a Certificate of Cancellation canceling the certificate of trust of the Liquidating Trust A shall be executed by the Liquidating Trust A Trustee and filed with the office of the Secretary of State of the State of Delaware. The Liquidating Trust A Trustee shall provide written notice of such filing to the Liquidating Trust A Delaware Trustee promptly following such filing.

ARTICLE 11

LIQUIDATING TRUST A DELAWARE TRUSTEE

11.1 Liquidating Trust A Delaware Trustee Protections. Notwithstanding any other provision hereof to the contrary, the Parties hereto agree to the following:

(a) The Liquidating Trust A Delaware Trustee is appointed to serve as the trustee of the Liquidating Trust A for the sole purpose of satisfying the requirement of Section 3807(a) of the Act that a statutory trust have at least one trustee with a principal place of business in the State of Delaware or is an individual who is a resident of the State of Delaware.

(b) The duties of the Liquidating Trust A Delaware Trustee shall be limited to (i) accepting legal process served on the Liquidating Trust A (or its trustee in accordance with the Act) in the State of Delaware and (ii) the execution of any certificates which the Liquidating Trust A Delaware Trustee is required to execute under the Act and the Certificate of Cancellation pursuant hereto. To the extent that, at law or in equity, the Liquidating Trust A Delaware Trustee has duties (including fiduciary duties) and liabilities relating thereto to the Liquidating Trust A or the Liquidating Trust A Beneficiaries, it is hereby understood and agreed by the other Parties hereto that such duties and liabilities are eliminated and replaced by the duties and liabilities of the Liquidating Trust A Delaware Trustee expressly set forth in this Liquidating Trust A Agreement.

(c) Notwithstanding any provision herein, the Liquidating Trust A Delaware Trustee shall not be required to take any action hereunder if it shall have reasonably determined, or shall have been advised by counsel, that such action is likely to result in personal liability or is contrary to the terms hereof or is otherwise contrary to law or a policy of any regulatory authority or governmental agency.

(d) Whenever the Liquidating Trust A Delaware Trustee is unable to decide between alternative courses of action permitted or required by the terms of this Liquidating Trust A Agreement or is unsure as to the application of any provision of this Liquidating Trust A Agreement or any such provision is ambiguous as to its application, or may be, in conflict with any other applicable provision, or in the event that this Liquidating Trust A Agreement permits any determination by the Liquidating Trust A Delaware Trustee or is silent or is incomplete as to the course of action that the Liquidating Trust A Delaware Trustee is required or permitted to take with respect to a particular set of facts, the Liquidating Trust A Delaware Trustee shall promptly give notice (in such form as shall be appropriate under the circumstances) to the Liquidating Trust A Trustee requesting instruction as to the course of action to be adopted, and to the extent that the Liquidating Trust A Delaware Trustee acts or refrains from acting in good faith in accordance with any such written instruction, the Liquidating Trust A Delaware Trustee shall not be personally liable on account of such action or inaction to any Person. If the Liquidating Trust A Delaware Trustee shall not have received appropriate instruction within ten (10) calendar days of receipt of such notice (or within such shorter period of time as reasonably may be specified in such notice or may be necessary under the

circumstances) it may, but shall be under no duty to, take or refrain from taking such action, not inconsistent with this Liquidating Trust A Agreement, as it shall deem to be in the best interests of the Liquidating Trust A Beneficiaries, and shall have no personal liability to any Person for such action or inaction.

(e) The Liquidating Trust A Delaware Trustee shall have no duty or obligation to manage, make any payment with respect to, register, record, sell, dispose of, or otherwise deal with the Liquidating Trust A Assets, and no implied duties (including fiduciary duties) or obligations shall be read into this Liquidating Trust A Agreement. The Liquidating Trust A Delaware Trustee shall have no responsibility for filing any financing or continuation statement in any public office at any time or to otherwise perfect or maintain the perfection of any security interest or lien granted to the Liquidating Trust A or to prepare or file any filing for the Liquidating Trust A (other than as required by the Act) or to record this Liquidating Trust A Agreement or any other document.

(f) The Liquidating Trust A Delaware Trustee acts hereunder not in its individual capacity, and all Persons having any claim against the Liquidating Trust A Delaware Trustee by reason of the transactions contemplated by this Liquidating Trust A Agreement shall look only to the Liquidating Trust A Assets for payment or satisfaction thereof.

(g) The Liquidating Trust A Delaware Trustee makes no representations as to the validity or sufficiency of this Liquidating Trust A Agreement or of any of the Liquidating Trust A Assets or related documents. The Liquidating Trust A Delaware Trustee shall have no personal responsibility or liability for or with respect to the legality, validity and enforceability of any Liquidating Trust A Asset, or the perfection and priority of any security interest created by any Liquidating Trust A Asset or the maintenance of any such perfection and priority, or for or with respect to the sufficiency of the Liquidating Trust A Assets or its ability to generate the payments to be distributed to the related Liquidating Trust A Beneficiaries under this Liquidating Trust A Agreement, including, without limitation: the origination, the existence, condition, ownership and servicing of any Liquidating Trust A Asset; the existence and enforceability of any insurance thereon; the existence and contents of any Liquidating Trust A Asset on any computer or other record thereof, the validity of the assignment of any Liquidating Trust A Asset to the Liquidating Trust A or of any intervening assignment; the completeness of any Liquidating Trust A Asset; the performance or enforcement of any Liquidating Trust A Asset; the compliance with any warranty or representation made under any document or the accuracy of any such warranty or representation.

(h) The Liquidating Trust A Delaware Trustee shall not be personally answerable or accountable hereunder under any circumstances, except to the Liquidating Trust A Beneficiaries and the Liquidating Trust A for the Liquidating Trust A Delaware Trustee's own willful misconduct or gross negligence in the performance of its express duties hereunder, and the Liquidating Trust A Delaware Trustee shall have no liability for the acts or omissions of any other Person.

(i) The Liquidating Trust A Delaware Trustee shall not be personally liable for any error of judgment made by the Liquidating Trust A Delaware Trustee.

(j) The Liquidating Trust A Delaware Trustee shall not be personally liable with respect to any action taken or omitted to be taken by it in accordance with the instructions of the Liquidating Trust A Trustee.

(k) No provision of this Liquidating Trust A Agreement or any related document shall require the Liquidating Trust A Delaware Trustee to expend or risk its own funds or otherwise incur any personal financial liability in the performance of any of its respective rights, duties, or powers hereunder.

(l) Under no circumstances shall the Liquidating Trust A Delaware Trustee be personally liable for any duties, obligations or indebtedness of the Liquidating Trust A.

(m) The Liquidating Trust A Delaware Trustee shall not be personally liable for the default or misconduct of any other Person hereunder or other party to any document to which the Liquidating Trust A is a party or signatory or otherwise and shall not be personally liable for monitoring the performance of such Persons.

(n) The right of the Liquidating Trust A Delaware Trustee to perform any discretionary act enumerated in this Liquidating Trust A Agreement shall not be construed as a duty.

(o) Notwithstanding any other provisions hereof to the contrary, the Liquidating Trust A Delaware Trustee shall not be liable for any special, indirect, punitive or consequential loss or damage of any kind whatsoever (including but not limited to lost profits) even if the Liquidating Trust A Delaware Trustee has been advised of the likelihood of such loss or damage, and regardless of the form of action.

(p) The Liquidating Trust A Delaware Trustee shall not be liable or responsible for delays or failures in the performance of its obligations hereunder arising out of or caused, directly or indirectly, by circumstances beyond its control (such acts include but are not limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, shelter in place or similar directives and interruptions, losses or malfunctions of utilities, computer (hardware or software) or communications services).

(q) The Liquidating Trust A Delaware Trustee shall not incur any personal liability to anyone in acting upon any signature, instrument, notice, resolution, request, consent, order, certificate, report, opinion, bond, or other document or paper believed by it to be genuine and believed by it to be signed by an appropriate Person, may accept a certified copy of a resolution of the board of directors or other governing body of any Person as conclusive evidence that such resolution has been duly adopted by such body and that the same is in full force and effect, and as to any fact or matter the method of the determination of which is not specifically prescribed herein, may for all purposes hereof rely on a certificate, signed by the Liquidating Trust A Trustee as to such fact or matter and such certificate shall constitute full protection to the Liquidating Trust A Delaware Trustee for any action taken or omitted to be taken by it in good faith in reliance thereon.

(r) In the performance of its duties and obligations under this Liquidating Trust A Agreement, the Liquidating Trust A Delaware Trustee at the expense of the Liquidating Trust A (i) may act directly or through its agents or attorneys pursuant to agreements entered into with any of them, and the Liquidating Trust A Delaware Trustee shall not be personally liable for the conduct or misconduct of such agents or attorneys if such agents or attorneys shall have been selected by the Liquidating Trust A Delaware Trustee in good faith and (ii) may consult with counsel, accountants and other skilled persons, in each case, to be selected by the Liquidating Trust A Delaware Trustee in good faith, and such advice shall be full and complete authorization and protection with respect to any action taken or omitted by it hereunder in good faith and in accordance with the advice or opinion of counsel, accountants or other such persons.

11.2 Fees and Indemnity. The Liquidating Trust A Delaware Trustee shall be entitled to receive from the Liquidating Trust A as compensation for its services hereunder fees on terms as agreed to by the AHG and the Liquidating Trust A Delaware Trustee, which compensation shall not be limited by any provision of law in regard to compensation of a trustee of an express trust. The Liquidating Trust A shall (i) reimburse the Liquidating Trust A Delaware Trustee for all reasonable and documented expenses incurred by it in connection with the execution and performance of its rights and duties hereunder (including reasonable fees and expenses of counsel and other experts, including fees and expenses of counsel in the enforcement of this Liquidating Trust A Agreement, including indemnification provisions); (ii) indemnify, defend and hold harmless the Liquidating Trust A Delaware Trustee (in both its individual and trustee capacities) and the officers, directors, employees and agents of the Liquidating Trust A Delaware Trustee (collectively, including the Liquidating Trust A Delaware Trustee in its individual capacity, the “**Covered Persons**”) from and against any and all documented losses, damages, liabilities, claims, actions, suits, costs,

expenses, disbursements (including the reasonable fees and expenses of counsel), taxes and penalties of any kind and nature whatsoever, to the extent that such expenses arise out of or are imposed upon or asserted at any time against one or more Covered Persons with respect to the performance of this Liquidating Trust A Agreement, the creation, operation, administration or termination of the Liquidating Trust A, or the transactions contemplated hereby (all such expenses as provided in clauses (i) and (ii) are herein referred to collectively as “**Expenses**”), *provided, however*, that the Liquidating Trust A shall not be required to indemnify a Covered Person for Expenses to the extent such Expenses result from the willful misconduct or gross negligence of such Covered Person; and (iii) advance to each Covered Person Expenses (including reasonable legal fees) incurred by such Covered Person in defending any claim, demand, action, suit or proceeding, prior to the final disposition of such claim, demand, action, suit or proceeding. With respect to reimbursement or indemnity provided hereunder, a Covered Person shall have a lien on the Liquidating Trust A Assets prior to any rights in such property of the Liquidating Trust A Beneficiaries. The indemnities contained in this Section shall survive the removal, resignation or termination of the Liquidating Trust A Delaware Trustee and the termination of the Liquidating Trust A and this Liquidating Trust A Agreement.

11.3 Resignation and Removal. The Liquidating Trust A Delaware Trustee may resign and be discharged hereunder upon not less than 30 days’ prior written notice to the Liquidating Trust A Trustee. The Liquidating Trust A Delaware Trustee also may be removed and discharged, with or without cause, upon the delivery by the Liquidating Trust A Trustee to the Liquidating Trust A Delaware Trustee of a written notice of removal. Upon receiving such a notice of resignation or removal, the Liquidating Trust A Trustee shall use its best efforts promptly to appoint a substitute or successor Liquidating Trust A Delaware Trustee in the manner and meeting the qualifications hereinafter provided by written instrument or instruments delivered to such resigning Liquidating Trust A Delaware Trustee and the substitute or successor Liquidating Trust A Delaware Trustee. Any resignation or removal of the Liquidating Trust A Delaware Trustee and appointment of a substitute or successor Liquidating Trust A Delaware Trustee shall become effective only upon acceptance of the appointment by the substitute or successor Liquidating Trust A Delaware Trustee. If no substitute or successor Liquidating Trust A Delaware Trustee shall have been appointed within 30 days after notice of such resignation or removal has been delivered, at the expense of the Liquidating Trust A, the Liquidating Trust A Delaware Trustee may apply to a court of competent jurisdiction for the appointment of a successor Liquidating Trust A Delaware Trustee. Such court may thereupon, after such notice, if any, as it may deem proper, prescribe and appoint a successor Liquidating Trust A Delaware Trustee meeting the qualifications provided for herein.

11.4 Merger. Any Person into which the Liquidating Trust A Delaware Trustee may be merged or with which it may be consolidated, or any Person resulting from any merger or consolidation to which the Liquidating Trust A Delaware Trustee shall be a party, or any Person that succeeds to all or substantially all of the corporate trust business of the Liquidating Trust A Delaware Trustee, shall be the successor Liquidating Trust A Delaware Trustee under this Liquidating Trust A Agreement without the execution, delivery or filing of any paper or instrument or further act to be done on the part of the parties hereto (except for the filing of an amendment to the Liquidating Trust A’s certificate of trust if required by the Act), notwithstanding anything to the contrary herein; *provided, however*, that such successor Liquidating Trust A Delaware Trustee shall have its principal place of business in the State of Delaware and otherwise meet the requirements of the Act and applicable law.

ARTICLE 12
MISCELLANEOUS

12.1 Cumulative Rights and Remedies. The rights and remedies provided in this Liquidating Trust A Agreement are cumulative and not exclusive of any rights and remedies under law or in equity.

12.2 Privilege. The Liquidating Trust A Trustee may request copies of any documents and other information gathered, and relevant work product developed, by the Debtors' counsel and financial advisors during the Chapter 11 Cases that is relevant to the Liquidating Trust A Assets or the Liquidating Trust A Trustee's duties under this Liquidating Trust A Agreement. Without limiting other such rights, powers, and obligations on the Effective Date, the Debtors will transfer, and will be deemed to have irrevocably transferred, to the Liquidating Trust A, and will vest in the Liquidating Trust A, and all of their professionals, all of the Debtors' evidentiary privileges, including, without limitation, the attorney-client privilege, work product privilege and other privileges and immunities that they possess that are related to the Liquidating Trust A Assets or the Liquidating Trust A Trustee's duties under this Liquidating Trust A Agreement.

12.3 Notices. All notices to be given to Liquidating Trust A Beneficiaries may be given by ordinary mail, or may be delivered personally, to the Liquidating Trust A Beneficiaries at the addresses appearing on the books kept by the Liquidating Trust A Trustee. Any notice or other communication which may be or is required to be given, served or sent to the Liquidating Trust A Trustee and/or Liquidating Trust A Delaware Trustee shall be in writing and shall be sent by registered or certified United States mail, return receipt requested, postage prepaid, or transmitted by hand delivery or facsimile (if receipt is confirmed) addressed as follows:

Gene R. Kohut
c/o David G. Dragich
The Dragich Law Firm PLLC
17000 Kercheval, Suite 210
Grosse Pointe, MI 48230
Email: ddragich@Dragichlaw.com

-and-

Donald J. Puglisi
Liquidating Trust A Delaware Trustee
[•]
[•]
(302) 738-6680
Email: dpuglisi@puglisiassoc.com

or to such other address as may from time to time be provided in written notice by the Liquidating Trust A Trustee and/or Liquidating Trust A Delaware Trustee.

12.4 Governing Law. This Liquidating Trust A Agreement shall be governed by and construed in accordance with the laws of the State of Delaware (excluding conflict of laws rules), including all matters of validity, construction and administration; provided, however, that there shall not be applicable to the Liquidating Trust A, the Liquidating Trust A Trustee or this Liquidating Trust A Agreement, (a) the provisions of Section 3540 of Title 12 of the Delaware Code and (b) to the fullest extent permitted by applicable law any provisions of the laws (statutory or common) of the State of

Delaware pertaining to trusts that relate to or regulate, in a manner inconsistent with the terms hereof, (i) the filing with any court or governmental body or agency of trustee accounts or schedule of trustee fees and charges, (ii) affirmative requirements to post bonds for trustees, officers, agents or employees of a trust, (iii) the necessity for obtaining court or other governmental approval concerning the acquisition, holding or disposition of real or personal property, (iv) fees or other sums payable to trustees, officers, agents or employees of a trust, (v) the allocation of receipts and expenditures to income and principal, or (vi) restrictions or limitations on the permissible nature, amount or concentration of trust investments or requirements relating to the titling, storage or other manner of holding or investing trust assets.

12.5 Successors and Assigns. This Liquidating Trust A Agreement shall inure to the benefit of and shall be binding upon the Parties, and their respective successors and assigns.

12.6 Particular Words. Reference in this Liquidating Trust A Agreement to any Section or Article is, unless otherwise specified, to that such Section or Article under this Liquidating Trust A Agreement. The words “hereof,” “herein” and similar terms shall refer to this Liquidating Trust A Agreement and not to any particular Section or Article of this Liquidating Trust A Agreement.

12.7 Execution. All funds in the Liquidating Trust A shall be deemed *in custodia legis* until such times as the funds have actually been paid to or for the benefit of a Liquidating Trust A Beneficiary, and no Liquidating Trust A Beneficiary or any other Person can execute upon, garnish or attach the Liquidating Trust A Assets or the Liquidating Trust A Trustee in any manner or compel payment from the Liquidating Trust A except by Final Order of the Bankruptcy Court. Payments will be solely governed by the Plan, the Confirmation Order and this Liquidating Trust A Agreement.

12.8 Amendment. The Liquidating Trust A Trustee may, from time to time, modify, supplement, or amend this Liquidating Trust A Agreement but only to clarify any ambiguity or inconsistency, or render the Liquidating Trust A Agreement in compliance with its stated purposes, and only if such amendment does not materially and adversely affect the interests, rights, treatment, or distributions of any Liquidating Trust A Beneficiary. The Liquidating Trust A Trustee, with the approval of the Bankruptcy Court, may, from time to time, modify, supplement, or amend this Liquidating Trust A Agreement. No amendment or waiver of any provision of this Liquidating Trust A Agreement which adversely affects the Liquidating Trust A Delaware Trustee shall be effective against it without its prior written consent.

12.9 No Waiver. No failure or delay of any party to exercise any right or remedy pursuant to this Liquidating Trust A Agreement shall affect such right or remedy or constitute a waiver thereof.

12.10 No Relationship Created. Nothing contained herein shall be construed to constitute any relationship created by this Liquidating Trust A Agreement as an association, partnership or joint venture of any kind.

12.11 Books and Records.

(a) On or before the Effective Date, the Debtors shall transfer to the Liquidating Trust A Trustee on behalf of the Liquidating Trust A or otherwise provide access to the Liquidating Trust A Trustee on behalf of the Liquidating Trust A all of the books and records of the Debtors in their possession relevant to the Liquidating Trust A Assets or the Liquidating Trust A Trustee’s duties under this Liquidating Trust A Agreement and shall instruct any third parties or professionals possessing such books and records (including computer generated or computer maintained books, records and data, legal and accounting files maintained by any professional of the Debtors and other books and records maintained by or in the possession of third parties) to the extent reasonably necessary to the Liquidating Trust A Trustee’s performance of duties hereunder.

(b) The Liquidating Trust A Trustee will maintain reasonably good and sufficient books and records with respect to the matters described herein.

12.12 Severability. If any term, provision, covenant or restriction contained in this Liquidating Trust A Agreement is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable or against regulatory policy, the remainder of the terms, provisions, covenants and restrictions contained in this Liquidating Trust A Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

12.13 Further Assurances. The Parties agree to execute and deliver all such documents and notices and to take all such further actions as may be reasonably required from time to time to carry out the intent and purposes and provide for the full implementation of this Liquidating Trust A Agreement and the pertinent provisions of the Plan, and to consummate the transactions contemplated hereby.

12.14 Counterparts. This Liquidating Trust A Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

12.15 Jurisdiction. The Bankruptcy Court shall have jurisdiction over the Liquidating Trust A, the Liquidating Trust A Delaware Trustee, the Liquidating Trust A Trustee, and the Liquidating Trust A Assets, including, without limitation, the determination of all disputes arising out of or related to administration of the Liquidating Trust A. The Bankruptcy Court shall have exclusive jurisdiction and venue to hear and finally determine all matters among the Parties arising out of or related to this Liquidating Trust A Agreement or the administration of the Liquidating Trust A. Notwithstanding anything herein to the contrary, to the extent required by the Act (i) the Parties hereto and the Liquidating Trust A Beneficiaries agree to the non-exclusive jurisdiction of the courts of the State of Delaware and (ii) the Court of Chancery of the State of Delaware shall have jurisdiction over the Liquidating Trust A to the same extent as it has jurisdiction over common law trusts formed under the laws of the State of Delaware.

(Signatures on Following Pages)

IN WITNESS WHEREOF, the Parties have or are deemed to have executed and acknowledged this Liquidating Trust A Agreement or caused it to be executed and acknowledged on their behalf by their duly authorized officers as of the day and year first written above.

ACCURIDE CORPORATION

By: _____

Its: _____

ACCURIDE GROUP HOLDINGS, INC.

By: _____

Its: _____

ACCURIDE INTERMEDIATE CO., INC.

By: _____

Its: _____

ACCURIDE DISTRIBUTING, LLC

By: _____

Its: _____

ACCURIDE EMI, LLC

By: _____

Its: _____

ACCURIDE ERIE L.P.

By: _____

Its: _____

ACCURIDE HENDERSON LIMITED LIABILITY
COMPANY

By: _____

Its: _____

AKW GENERAL PARTNER, L.L.C.

By: _____

Its: _____

AOT, LLC

By: _____

Its: _____

ARMOR PARENT CORP.

By: _____

Its: _____

BOSTROM HOLDINGS, INC.

By: _____

Its: _____

GUNITE CORPORATION

By: _____

Its: _____

KIC LLC

By: _____

Its: _____

TRANSPORTATION TECHNOLOGIES INDUSTRIES,
INC.

By: _____

Its: _____

TRUCK COMPONENTS, INC.

By: _____

Its: _____

Gene R. Kohut, in his capacity as member at Trust Street
Advisors, LLC

Solely as Liquidating Trust A Trustee

By: _____

-and-

Donald J. Puglisi

Solely as Liquidating Trust A Delaware Trustee

By: _____

Exhibit K

Reorganized Topco LLC Agreement

LIMITED LIABILITY COMPANY AGREEMENT
OF
ACCURIDE GROUP HOLDINGS, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

CERTAIN OF THE LIMITED LIABILITY COMPANY INTERESTS AND UNITS THAT MAY BE ISSUED PURSUANT TO THIS LIMITED LIABILITY COMPANY AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS, AND MAY NOT BE SOLD, OFFERED, ASSIGNED, PLEDGED OR OTHERWISE DISPOSED OF AT ANY TIME WITHOUT EFFECTIVE REGISTRATION UNDER SUCH ACT AND LAWS OR EXEMPTION THEREFROM, AND COMPLIANCE WITH THE OTHER SUBSTANTIAL RESTRICTIONS ON TRANSFER SET FORTH HEREIN.

ANY LIMITED LIABILITY COMPANY INTERESTS AND UNITS ISSUED PURSUANT TO THIS AGREEMENT MAY BE SUBJECT TO ADDITIONAL RESTRICTIONS ON TRANSFER AND OTHER TERMS AND CONDITIONS SPECIFIED IN THIS LIMITED LIABILITY COMPANY AGREEMENT AND THE COMPANY RESERVES THE RIGHT TO REFUSE THE TRANSFER OF SUCH INTERESTS UNTIL SUCH CONDITIONS HAVE BEEN FULFILLED WITH RESPECT TO ANY TRANSFER.

TABLE OF CONTENTS

	Page
ARTICLE I DEFINITIONS	2
ARTICLE II ORGANIZATION	12
Section 2.01 Effectiveness of this Agreement	12
Section 2.02 Conversion of the Company	12
Section 2.03 Name	12
Section 2.04 Office; Agent for Service of Process	12
Section 2.05 Term	13
Section 2.06 Purpose and Scope	13
Section 2.07 Members.....	13
Section 2.08 Fiscal Year	14
ARTICLE III CONTRIBUTIONS	14
Section 3.01 Capital Contributions	14
Section 3.02 Units; Additional Capital Contributions; Additional Members.....	14
Section 3.03 Management Incentive Plan.....	15
Section 3.04 Withdrawals	15
Section 3.05 Liability of the Members Generally.....	15
Section 3.06 Certification of Units	15
ARTICLE IV MANAGEMENT.....	15
Section 4.01 Management and Control of the Company	15
Section 4.02 Expenses; Remuneration.....	20
Section 4.03 Indemnification; Exculpation.....	21
Section 4.04 Member Consent	23
ARTICLE V DISTRIBUTIONS	24
Section 5.01 Distributions.....	24
ARTICLE VI ACCOUNTING AND TAX MATTERS.....	25
Section 6.01 Books and Records.....	25
Section 6.02 Tax Returns	26
Section 6.03 Corporation Status.....	26
Section 6.04 Withholding	26
Section 6.05 Confidentiality	27

ARTICLE VII	TRANSFERS; SALE OF THE COMPANY; INITIAL PUBLIC OFFERING	28
Section 7.01	Transfer in General	28
Section 7.02	Right of First Offer	31
Section 7.03	Tag-Along Rights.....	32
Section 7.04	Drag-Along Rights.....	35
Section 7.05	Preemptive Rights	37
Section 7.06	Call Rights and Forfeiture.....	40
Section 7.07	Registration Rights.....	41
Section 7.08	Bankruptcy, Dissolution or Death of a Member	43
Section 7.09	Termination	44
ARTICLE VIII	DISSOLUTION; LIQUIDATION	44
Section 8.01	Dissolution	44
Section 8.02	Final Accounting.....	44
Section 8.03	Liquidation	44
Section 8.04	Cancellation of Certificate	45
ARTICLE IX	AMENDMENTS	45
Section 9.01	Amendments	45
Section 9.02	Amendments by the Board.....	45
ARTICLE X	NOTICES.....	46
Section 10.01	Method for Notices	46
ARTICLE XI	REPRESENTATIONS.....	47
Section 11.01	Investment Purpose	47
Section 11.02	General Representations	47
Section 11.03	Independent Inquiry	48
ARTICLE XII	GENERAL PROVISIONS	48
Section 12.01	Governing Law	48
Section 12.02	Submission to Jurisdiction	49
Section 12.03	WAIVER OF JURY TRIAL.....	49
Section 12.04	Counterparts	49
Section 12.05	Construction; Headings.....	50
Section 12.06	Severability	50
Section 12.07	Relations with Members	50

Section 12.08	Waiver of Action for Partition	50
Section 12.09	Successors and Assigns.....	50
Section 12.10	Entire Agreement	50
Section 12.11	No Third Party Beneficiaries	51
Section 12.12	Other Instruments and Acts.....	51
Section 12.13	Remedies and Waivers.....	51
Section 12.14	Specific Performance	51
Section 12.15	Competitive Activities	51
Section 12.16	Waiver of Business Opportunity	52
Section 12.17	Waiver of Fiduciary Duties.....	52
Section 12.18	Legal Counsel Relationships.....	53
Section 12.19	Unit Splits, Mergers, Etc.....	53

LIMITED LIABILITY COMPANY AGREEMENT

OF

ACCURIDE GROUP HOLDINGS, LLC,

A DELAWARE LIMITED LIABILITY COMPANY

This LIMITED LIABILITY COMPANY AGREEMENT of Accuride Group Holdings, LLC, a Delaware limited liability company (the “Company”), is made and entered into as of February [●], 2025 (the “Effective Date”), by and among the Company, the KKR Members, the Guggenheim Members, the Caspian Members, each other Member of the Company as of the date hereof, and each other Person admitted to the Company as a Member (collectively, the “Parties”).

W I T N E S S E T H:

WHEREAS, the Company was incorporated pursuant to the Delaware General Corporation Law (8 Del. C. 1953 §101, et seq., as amended and in effect from time to time) by filing a Certificate of Incorporation with the Office of the Secretary of State of the State of Delaware on November 14, 1986;

WHEREAS, the Company was converted to a limited liability company pursuant to the Delaware Limited Liability Company Act (6 Del. C. § 18-101, et seq., as amended and in effect from time to time) (the “Act”) by filing (i) a Certificate of Conversion and (ii) a Certificate of Formation with the Office of the Secretary of State of the State of Delaware on February [●], 2025 (the “Conversion”);

WHEREAS, on October 9, 2024, Accuride Corporation, a Delaware corporation, along with certain of its Affiliates (the “Debtors”), commenced voluntary cases (the “Chapter 11 Cases”) under Chapter 11 of Title 11 of the United States Code in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”);

WHEREAS, the Debtors filed 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 may be further amended, modified or supplemented, the “Plan”) in the Chapter 11 Cases;

WHEREAS, on February 11, 2025, the Bankruptcy Court entered the *Findings of Fact, Conclusions of Law, and Order (I) Approving the Disclosure Statement on a Final Basis and (II) 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. 704] (the “Initial Confirmation Order”) confirming the Plan;

WHEREAS, on February [●], 2025 the Bankruptcy Court entered the [*Supplemental Order Regarding Order (I) Approving the Disclosure Statement on a Final Basis and (II) 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. [●]] (the “Supplemental Confirmation Order,” together with the Initial Confirmation Order, the “Confirmation Order”);

WHEREAS, the Plan and/or the Confirmation Order provides that this Agreement shall be effective and binding in accordance with the terms and conditions thereof upon all holders of Common Units as of the date hereof, who shall be deemed to have executed this Agreement;

WHEREAS, in accordance with the Restructuring Steps Memo filed with the Supplemental Confirmation Order, among other steps thereby, the Company was converted to a limited liability company for the purpose of reorganizing Accuride Corporation and certain of its Affiliates pursuant to the Plan and the Confirmation Order and, on the date hereof, the Company has issued the Common Units, which are being distributed, indirectly, in accordance with the Plan, resulting in the holdings set forth, as of the date hereof, on Schedule I; and

WHEREAS, the Parties wish to adopt this Agreement and continue the Company on the terms set forth herein.

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I **DEFINITIONS**

As used in this Agreement, the following terms have the meanings set forth below:

“Act” has the meaning set forth in the Recitals.

“Additional Member” has the meaning set forth in Section Section 3.02(c).

“Adverse Person” means any Person who (i) either directly or through an Affiliate (other than any portfolio company of a Person that is a private equity fund or investment firm) is engaged in, provides services to or is invested in a Competitive Business (other than passive ownership of two percent (2%) or less of a Person traded on any national securities exchange) or (ii) is otherwise materially adverse to the Company or any of the Subsidiaries of the Company as reasonably determined by the Board.

“Affiliate” means (a) with respect to any Person that is an Entity, any other Person that directly or indirectly Controls, is Controlled by or is under common Control with such Person or (b) with respect to any Person that is a natural Person, any Entity such Person Controls or a member of such Person’s Family Group.

“Agreement” means this Limited Liability Company Agreement, including all schedules hereto, as it may be amended or restated from time to time pursuant to the terms hereof.

“Authorized Representative” has the meaning set forth in Section Section 6.05.

“Bankruptcy” of a Member means (a) the filing by a Member of a voluntary petition seeking liquidation, reorganization, arrangement or readjustment, in any form, of its debts under Title 11 or Title 7 of the United States Code or any other insolvency Law of a Governmental Body, or a Member’s filing an answer consenting to or acquiescing in any such petition, (b) the making by a Member of any Transfer for the benefit of its creditors generally, or (c) the expiration of sixty (60) days after the filing of an involuntary petition under Title 11 or Title 7 of the United States Code, an application for the appointment of a receiver for the assets of a Member or an involuntary petition seeking liquidation, reorganization, arrangement or readjustment of its debts under any insolvency Law of a Governmental Body; provided, that the same shall not have been vacated, set aside or stayed within such sixty (60) day period.

“Bankruptcy Court” has the meaning set forth in the Recitals.

“Board” has the meaning set forth in Section Section 4.01(a).

“Business Day” means any day of the year other than (a) a Saturday, Sunday or federal holiday in the United States or (b) a day on which national banking institutions in New York, New York are required or authorized to close.

“Call Notice Date” has the meaning set forth in Section 7.06(a)(ii).

“Call Period” means, with respect to the application of the provisions of Section 7.06(a) to an Exiting Member:

(a) subject to clause (b) below, with respect to any Unit, the period from the Termination Date with respect to such Exiting Member to the date that is one hundred and ninety (190) days after such Termination Date; and

(b) with respect to any Unit that becomes subject to repurchase following the Termination Date as a result of a breach by such Exiting Member of a Protective Agreement, the period from the date of discovery of such breach by the Company or any of its Affiliates to the date that is one hundred and ninety (190) days following the date of discovery of such breach.

“Capital Contribution” means, with respect to any Member, the amount of money or value of property contributed to the Company (as determined by the Board in accordance with the terms hereof) by such Member at such time with respect to the Interests held by such Member. If, in connection with any Capital Contribution to the Company by a Member, such Member’s capital account is debited with the amount of any liability of such Member assumed by the Company or the amount of any liability to which any property contributed by such Member is subject, the amount of such Member’s Capital Contribution shall be reduced by an equal amount. A Member that has Transferred a Unit shall no longer be deemed to have any Capital Contributions with respect to such Unit and the Person acquiring such Unit shall succeed to such Capital Contributions.

“Cause” has the meaning set forth in the employment, service or other agreement between the Company or any of its Subsidiaries, on the one hand, and the subject individual, on the other hand, in effect immediately prior to the subject individual’s termination of employment, in the event that it defines “Cause” or term of like import. If such agreement does not have a definition

of “Cause”, or, if no such agreement is then in effect, “Cause” shall mean a determination by the Board that any one or more of the following has occurred: (a) failure to perform (other than by reason of Disability), or gross negligence in the performance of, duties to the Company or any of its Subsidiaries, or refusal or failure to follow or carry out any reasonable direction of the Company or any of its Subsidiaries, which failure or refusal, if susceptible to cure, remains uncured or continues or recurs after thirty (30) days’ written notice specifying in reasonable detail the nature of such failure, neglect or refusal; (b) breach of any material provision in any agreement with the Company or any of its Subsidiaries and, if curable, the continuation or recurrence of such breach for a period of thirty (30) days after written notice of such breach and a request for reasonable cure or other appropriate corrective action; (c) engagement in theft, embezzlement, fraud, dishonesty or misappropriation of any of the property of the Company or any of its Subsidiaries; or (d) being indicted for, convicted of, pleading guilty or no contest to (or otherwise admitting guilt to) a felony or other crime involving dishonesty or moral turpitude (excluding any motoring offense for which a non-custodial sentence is received).

“Caspian Entity” means any Entity that is a member of the Caspian Group.

“Caspian Group” means Caspian Capital LP and its respective Affiliates and related fund entities, and any of their respective Permitted Transferees (in each case who from time to time hold Units).

“Caspian Members” means any Caspian Entity holding Units.

“CEO Manager” has the meaning set forth in Section Section 4.01(a)(i)(3).

“Certificate” means the Certificate of Formation of the Company as filed with the Secretary of State of the State of Delaware pursuant to the Act as set forth in the Recitals hereof, as it may be amended or restated from time to time.

“Chairman” has the meaning set forth in Section Section 4.01(a)(ix).

“Change in Control” means any of the following transactions:

(a) an exclusive license, sale or Transfer (including by merger) by the Company or any of its Subsidiaries of all or substantially all of the assets of the Company and its Subsidiaries, taken as a whole, to any Third Party; or

(b) a sale or Transfer (including by merger) for value by holders of Units to any Third Party (whether a single purchaser or related group of purchasers) in a single transaction or series of related transactions, of such number of Units whose aggregate Percentage Interest exceeds fifty percent (50%) or which entitles the acquirer thereof to greater than a fifty percent (50%) economic interest in the Company and after giving effect to such single transaction or series of related transactions, the aggregate Percentage Interest of the Members and their Affiliates and Permitted Transferees as of the date hereof will be less than fifty percent (50%);

provided, that a transaction or series of transactions will not be deemed a Change in Control if (i) its primary purpose is raising capital for the operations of the Company or one or more of its Subsidiaries and not to provide liquidity to its owners or (ii) the sole purpose of the transaction or

series of transactions is to change the state of incorporation of the Company or any of its Subsidiaries or to create a holding company that would be owned in substantially the same proportions by the Persons who held the equity interests of the Company or any of its Subsidiary's immediately prior to such transaction or series of transactions.

“Chapter 11 Cases” has the meaning set forth in the Recitals.

“Code” means the Internal Revenue Code of 1986, as amended from time to time.

“Common Unit” means a Unit designated as a Common Unit.

“Company” has the meaning set forth in the Introduction.

“Company Assets” has the meaning set forth in Section 2.06(a).

“Company Business” has the meaning set forth in Section 2.06(a).

“Company Expenses” has the meaning set forth in Section 4.02(a).

“Company Offer” has the meaning set forth in Section 7.02(b).

“Company ROFO Acceptance Deadline” has the meaning set forth in Section 7.02(c).

“Competitive Business” means (a) any business engaged in [the manufacturing or supplying of aluminum and steel wheels and wheel-end components].

“Confidential Information” has the meaning set forth in Section Section 6.05.

“Confirmation Order” has the meaning set forth in the Recitals.

“Consideration Securities” has the meaning set forth in Section 7.03(i).

“Contract” means any written or unwritten contract, indenture, note, bond, lease, commitment, instrument, guarantee, undertaking, lease, sublease, loan, mortgage or other legally binding written or unwritten agreement, including any amendments and waivers thereof and supplements thereto.

“Control” (including with correlative meaning, the terms “Controlled by” and “under common Control with”) means, as used with respect to any Person, the possession, directly or indirectly, of the power to direct the management and policies of such Person, whether through the ownership of voting securities, by Contract or otherwise.

“Debtors” has the meaning set forth in the Recitals.

“Disability” has the meaning set forth in the employment, service or other agreement between the Company or any of its Subsidiaries, on the one hand, and the subject individual, on the other hand, in effect at the time of the occurrence of any events or conditions that may constitute “Disability”, in the event that it defines “Disability” or term of like import. If such agreement does not have a definition of “Disability”, or, if no such agreement is then in effect, “Disability” shall

mean a reasonable determination by the Board that a physical or mental disability exists to the extent that the subject individual cannot perform his or her duties as an employee (in his or her then-current position) of the Company or any Subsidiary for a period of sixty (60) consecutive days or ninety (90) days in any one-hundred eighty (180) day period.

“Distressed Financing” means debt financing in which the interest rate and other material economic terms, taken together, are materially less favorable to the Company than the then-market terms for similarly situated companies in the industry in which the Company operates.

“Drag-Along Members” has the meaning set forth in Section 7.04(a).

“Drag-Along Transaction” has the meaning set forth in Section 7.04(a).

“Drag-Along Transaction Notice” has the meaning set forth in Section 7.04(a).

“Effective Date” has the meaning set forth in the Introduction.

“Entity” means any general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative, association or other entity.

“Equity Securities” means all forms of equity securities in the Company, its Subsidiaries or their successors (including Units), all equity or debt securities convertible into or exchangeable for equity securities in the Company, its Subsidiaries or their successors, and all options, warrants, and other rights to purchase or otherwise acquire equity securities, or securities convertible into or exchangeable for equity securities, from the Company, its Subsidiaries or their successors, in each case whether now existing or hereinafter created.

“Exiting Member” has the meaning set forth in Section 7.06(a)(i).

“Fair Market Value” means:

(a) with respect to any of the Equity Securities as of any date of determination, the fair market value of such Equity Securities as determined by the Board, taking into account, among other factors, the economic and other rights of such Equity Securities, multiples of earnings, revenue, sales and other metrics and other factors then customarily taken into account in valuing Equity Securities; and

(b) with respect to any other property or asset, the fair market value as determined by the Board.

“Family Group” means, with respect to any Person who is an individual, such Person’s spouse, parent, siblings or lineal descendants (including adoptive relationships) and any trust or other estate planning vehicle over which such Person has Control established for the benefit of such Person and/or such Person’s spouse and/or such Person’s descendants (by birth or adoption), parents, siblings or dependents.

“Fiscal Year” has the meaning set forth in Section 2.08.

“GAAP” means generally accepted accounting principles in the United States, consistently applied.

“Governmental Body” means any government or governmental or regulatory body thereof, or political subdivision thereof, whether foreign or other supra-national, national, federal, regional, state or local or any agency, instrumentality or authority thereof, or any court or arbitrator.

“Guggenheim Entity” means any Entity that is a member of the Guggenheim Group.

“Guggenheim Group” means Guggenheim Partners Investment Management, LLC and its respective Affiliates and any related fund entities, and any of their respective Permitted Transferees (in each case who from time to time hold Units).

“Guggenheim Members” means any Guggenheim Entity holding Units.

“Indebtedness” of any Person means (a) indebtedness of such Person for money borrowed and indebtedness evidenced by notes, debentures, bonds or other similar instruments for the payment of which such Person is responsible or liable; (b) all obligations of such Person issued or assumed as the deferred purchase price of property, all conditional sale obligations of such Person and all obligations of such Person under any title retention agreement (but excluding trade accounts payable and other accrued current liabilities arising in the ordinary course of business); (c) all obligations of such Person under leases required to be capitalized in accordance with GAAP; (d) all obligations of such Person for the reimbursement of any obligor on any letter of credit, banker’s acceptance or similar credit transaction; (e) all obligations of such Person under interest rate or currency swap transactions (valued at the termination value thereof); (f) all obligations of the type referred to in clauses (a) through (e) of any Persons for the payment of which such Person is responsible or liable, directly or indirectly, as obligor, guarantor, surety or otherwise, including guarantees of such obligations; and (g) all obligations of the type referred to in clauses (a) through (f) of other Persons secured by (or for which the holder of such obligations has an existing right, contingent or otherwise, to be secured by) any lien on any property or asset of such Person (whether or not such obligation is assumed by such Person).

“Indemnified Party” has the meaning set forth in Section 4.03(a).

“Independent Manager” means a Manager who is independent from and neither an employee of the Company or any of its Subsidiaries nor an employee, officer, director or partner of any Member or any Affiliate of a Member.

“Initial Confirmation Order” has the meaning set forth in the Recitals.

“Initial Public Offering” means the first Public Offering by the IPO Issuer after the date hereof.

“Interest” means the membership interest represented by the Units owned by a Member in the Company at any particular time, including the right of such Member to any and all benefits to which such Member may be entitled as provided in the Act, this Agreement, or otherwise, together with the obligations of such Member to comply with all terms and provisions of this Agreement and the Act.

“IPO Issuer” has the meaning set forth in Section 7.07(d).

“KKR Entity” means any Entity that is a member of the KKR Group.

“KKR Group” means [KKR & Co. Inc.] and its respective Affiliates and any related fund entities or employees, and any of their respective Permitted Transferees (in each case who from time to time hold Units).

“KKR Managers” has the meaning set forth in Section Section 4.01(a)(i)(1).

“KKR Members” means any KKR Entity holding Units.

“Law” means any law (including common law), statute, code, ordinance, order, rule or regulation of any Governmental Body.

“Majority in Interest” means the affirmative vote of Members whose Percentage Interests represent more than fifty percent (50%) of the aggregate Percentage Interests of all Members.

“Majority Member” means, at any time of determination, the Member that individually or together with its Affiliates owns a Majority in Interest or has the right to appoint more the fifty percent (50%) of the Managers.

“Manager” has the meaning set forth in Section Section 4.01(a).

“Member” means each Person admitted to the Company as a Member whose name is set forth on Schedule I, and any other Person admitted as an Additional Member or substitute Member, so long as such Person remains a Member.

“Member Indemnitors” has the meaning set forth in Section Section 4.03(f).

“Member Offer” has the meaning set forth in Section 7.02(d).

“Member ROFO Acceptance Deadline” has the meaning set forth in Section 7.02(e).

“Minority Manager” has the meaning set forth in Section Section 4.01(a)(i)(2).

“Non-Tagging Person” has the meaning set forth in Section 7.03(e).

“Observer” has the meaning set forth in Section Section 4.01(a)(iii).

“Offeree Members” has the meaning set forth in Section 7.02(a).

“Party” has the meaning set forth in the Introduction.

“Percentage Interest” of any Member at any time means, except as otherwise provided in this Agreement or where the context otherwise requires, a fraction, expressed as a percentage, the numerator of which is the number of Common Units held by such Member at such time and the denominator of which is the aggregate number of Common Units held by all Members at such time.

“Permitted Issuances” means the issuance of (a) Equity Securities that may be issued pursuant to an equity or management incentive plan or similar arrangement of the Company for the benefit of its directors, officers, employees, consultants and other similar Persons; (b) a split, dividend, reorganization or recapitalization or combination applicable to all Common Units; (c) Equity Securities issued upon exercise, conversion or exchange of any security or obligation of the Company or its Subsidiary, as applicable, in each case, in accordance with the terms of such security or obligation, that is either (i) issued as of the Effective Date or (ii) issued in accordance with the terms of this Agreement after the Effective Date; (d) Equity Securities issued in consideration of an acquisition, business combination or debt financing (whether pursuant to a stock purchase, asset purchase, merger or otherwise) approved by the Board, and, if applicable, the Members, in accordance with the terms of this Agreement; (e) issuances to banks, equipment lessors or other financial institutions (including, for the avoidance of doubt, hedge funds), or to real property lessors, pursuant to a bona fide debt financing, equipment leasing or real property leasing transaction approved by the Board; (f) issuances approved by the Board to a Third Party as consideration for any other business relationship the primary purpose of which is not to raise capital, including for the acquisition or license of technology by the Corporation or its Subsidiaries, joint venture or development activities or the distribution, supply or manufacture of the Corporation’s or its Subsidiaries’ products and services; (g) issuances to the public pursuant to an effective registration statement under the Securities Act; and (h) solely with respect to issuances by a Subsidiary of the Company, issuances to the Company or any other wholly owned Subsidiary of the Company.

“Permitted Transferee” means, (a) in the case of a Member who is an individual, such Member’s immediate family members (i.e., parent, spouse or child and a custodian or guardian of any property of such Persons in the capacity of such custodian or guardian) or to a trust or single member limited liability company for the sole benefit of such Member or one or more such immediate family members or the sole member of such limited liability company (so long as the Person controlling such trust or member of such limited liability company is the individual who is a Member); (b) in the case of a Member who is a trust or a single member limited liability company, the beneficiary of such trust or the sole member of such limited liability company; (c) in the case of a KKR Member, any KKR Entity; (d) in the case of a Guggenheim Member, any Guggenheim Entity; (e) in the case of a Caspian Member, any Caspian Entity; and (f) in the case of a Member that is not an individual, trust, single member limited liability company, KKR Member, Guggenheim Member or Caspian Member, any Affiliate of such Member.

“Person” means any individual or Entity and, where the context so permits, the legal representatives, successors in interest and permitted assigns of such Person.

“Plan” has the meaning set forth in the Recitals.

“Preemptive Debt” has the meaning set forth in Section Error! Reference source not found.

“Preemptive Debt Rights Members” has the meaning set forth in Section Error! Reference source not found.

“Preemptive Equity Rights Members” has the meaning set forth in Section (a).

“Preemptive Equity Securities” has the meaning set forth in Section (a).

“Preemptive Rights Members” has the meaning set forth in Section (a).

“Proceeding” means an investigation, action, suit, arbitration or other proceeding, whether civil or criminal.

“Proposed Transaction” has the meaning set forth in Section 7.02(a).

“Protective Agreement” means any agreement between the Company or one of its Subsidiaries on the one hand, and a Member on the other hand, that contains non-competition, non-solicitation, non-disclosure or confidentiality obligations and/or similar restrictive obligations, as may now or hereafter exist.

“Public Offering” means an underwritten public offering of Common Units (or successor to Common Units as contemplated by Section 7.07(d)) pursuant to an effective registration statement under the Securities Act, other than pursuant to a registration statement on Form S-4 or Form S-8 or any similar or successor form.

“Qualified IPO” means an Initial Public Offering that (i) is a direct listing or other similar transaction on the NYSE or NASDAQ with respect to the common equity of the IPO Issuer that results in the common equity of the IPO Issuer being registered under the Securities Exchange Act of 1934 and listed on the NYSE or NASDAQ, (ii) results in proceeds of at least \$100,000,000 (net of underwriters’ discounts and selling commissions) to the IPO Issuer or the selling securityholders in such Public Offering and (iii) implies a total enterprise value of the Company of at least \$400,000,000.

“Registrable Securities” means (a) Units, common stock or other common equity owned by the Members in the IPO Issuer, (b) Units, common stock or other common equity of the IPO Issuer directly or indirectly issued or issuable to Members with respect to the securities referred to in clause (a) above by way of dividend or split or in connection with a combination of such securities, recapitalization, merger, consolidation or other reorganization, in the case of each of clause (a) and (b) above, whether owned on the date hereof or acquired hereafter; provided, as to any Registrable Securities, such securities shall cease to be Registrable Securities when (i) the sale of such Registrable Securities has been registered pursuant to the Securities Act and such Registrable Securities have been sold pursuant to such registration, (ii) such Registrable Securities have been sold pursuant to Rule 144 or Rule 145, (iii) such Registrable Securities have been sold in a private transaction in which the Member’s rights under this Agreement are not assigned to the transferee, (iv) such Registrable Securities have ceased to be outstanding or (v) such Registrable Securities are able to be sold without restriction as to volume, manner of sale or current reporting requirements of Rule 144.

“Related Individual” means (a) in the case where a Member is an individual, such individual, (b) in the case where a Member is a Person other than an individual or trust, each controlling individual of such Person, (c) in the case where a Member is a trust, the settlor of the trust who is an employee of the Company or any of its Subsidiaries, and (d) in the case of any subsequent Transfer of Units, the initial Member, if such Member was an individual, or the initial

Related Individual (as described in subsections (a) through (c) above) related to such initial Member, if such Member was not an individual.

“Repurchase Price” has the meaning set forth in Section 7.06(a)(i).

“Request” has the meaning set forth in Section 7.02(a).

“ROFO Notice Period” has the meaning set forth in Section 7.02(g).

“ROFO Offered Units” has the meaning set forth in Section 7.02(a).

“ROFO Transferor” has the meaning set forth in Section 7.02(a).

“Roll-Up Transaction” has the meaning set forth in Section 7.07(d).

“Sale Proposal” has the meaning set forth in Section 7.04(a).

“Securities” means securities of every kind and nature, including stock, notes, bonds, evidences of Indebtedness, options to acquire any of the foregoing, and other business interests of every type, including interests in any Entity.

“Securities Act” means the Securities Act of 1933, as amended from time to time.

“SPAC Transaction” means any transaction whereby the Company or one of its Subsidiaries (a) merges, directly or indirectly (whether by a direct or reverse triangular merger or otherwise), with a special purpose acquisition company (or similar Entity) (a “SPAC”) listed on a national securities exchange or a Subsidiary thereof, or (b) is acquired, directly or indirectly, by a SPAC or a Subsidiary thereof, whether or not the Members continue to own a majority of the outstanding capital stock of the SPAC upon closing of such transaction(s).

“Spousal Consent” has the meaning set forth in Section 3.02(d).

“Subsidiary” means, with respect to any specified Person, any other Person in which such specified Person, directly or indirectly through one or more Affiliates or otherwise, beneficially owns at least fifty percent (50%) of either the ownership interest (determined by equity or economic interests) in, or the voting Control of, such other Person.

“Super Majority in Interest” means the affirmative vote of Members whose Percentage Interests represent more than seventy-five percent (75%) of the aggregate Percentage Interests of all Members.

“Tag-Along Notice” has the meaning set forth in Section 7.03(a).

“Tag-Along Offer” has the meaning set forth in Section 7.03(a).

“Tag-Along Offered Units” has the meaning set forth in Section 7.03(b).

“Tag-Along Offeree” has the meaning set forth in Section 7.03(a).

“Tag-Along Purchaser” has the meaning set forth in Section 7.03(a).

“Tag-Along Response Notice” has the meaning set forth in Section 7.03(c).

“Tag-Along Right” has the meaning set forth in Section 7.03(c).

“Tag-Along Sale” has the meaning set forth in Section 7.03(a).

“Tag-Along Sale Percentage” has the meaning set forth in Section 7.03(b).

“Tag-Along Seller” has the meaning set forth in Section 7.03(a).

“Tagging Persons” has the meaning set forth in Section 7.03(c).

“Termination Date” has the meaning set forth in Section 7.06(a)(i).

“Termination Event” has the meaning set forth in Section 7.06(a)(i).

“Termination Securities” has the meaning set forth in Section 7.06(a)(i).

“Third Party” means any Person other than the Majority Member or any of its Affiliates (excluding the Company and its Subsidiaries).

“Transactions” has the meaning set forth in Section 12.18.

“Transfer” means to, directly or indirectly, transfer, sell, assign, exchange, hypothecate, pledge, or otherwise encumber or dispose of.

“Treasury Regulations” means the Income Tax Regulations promulgated under the Code, as amended from time to time.

“Units” means the Common Units and any other class of Units issued by the Company.

ARTICLE II **ORGANIZATION**

Section 2.01 Effectiveness of this Agreement. This Agreement shall be effective on the date hereof.

Section 2.02 Conversion of the Company. The Company was converted from a corporation to a limited liability company pursuant to the Act. The rights and liabilities of the Members shall be as provided for in the Act if not otherwise expressly provided for in this Agreement.

Section 2.03 Name. The name of the Company is “Accuride Group Holdings, LLC”. The Company Business shall be conducted under such name or under such other names as the Board may deem appropriate in compliance with applicable Law.

Section 2.04 Office; Agent for Service of Process. The address of the Company's registered office in Delaware is 1209 Orange Street, City of Wilmington, County of New Castle, Delaware 19801. The name of the registered agent in Delaware for service of process is the Corporation Trust Company. The Board may change the registered office and the registered agent of the Company from time to time. The Company shall maintain a principal place of business and office(s) at such place or places as the Board may from time to time designate.

Section 2.05 Term. The Company commenced on the date of the filing of the Certificate, and the term of the Company shall continue until the dissolution of the Company in accordance with the provisions of Article VIII or as otherwise provided by Law.

Section 2.06 Purpose and Scope.

(a) Company Business. The purpose and business of the Company (the "Company Business") is to (i) directly or indirectly (A) acquire, hold for investment, manage and exercise rights on behalf of the Company, its current and future Subsidiaries, investments and assets (the "Company Assets") and (B) convert, distribute or otherwise dispose of the Company Assets and (ii) engage in any lawful act or activity for which limited liability companies may be organized under the Act in order to effect the actions described in clause (i) above.

(b) Company Powers. The Company shall have the power to do any and all acts reasonably necessary, appropriate, proper, advisable, incidental or convenient to or for the furtherance of the Company Business and for the protection and benefit of the Company.

Section 2.07 Members. The name and business address (or such other address provided by the Member to the Company) of each of the Members of the Company is listed on Schedule I (which shall be maintained at the offices of the Company or by the Company's designated agent in electronic format). For the avoidance of doubt, Schedule I may be maintained and updated in an electronic format as maintained by the Company's designated agent, and any amendments, modifications or supplements thereto shall be deemed incorporated into Schedule I as if this Agreement was so amended. The Board shall cause Schedule I to be amended from time to time to accurately reflect the names and business addresses (or such other address provided by the Member to the Company) of each of the Members and any Additional Members pursuant to Section 3.02(c). Each Member being admitted to the Company as of the date hereof shall be deemed admitted to the Company as a Member of the Company on the date hereof following its execution and delivery of this Agreement; provided that, in accordance with the Plan and/or the Confirmation Order, all initial holders of Common Units shall be deemed to be party to this Agreement, in privity of contract with the other parties to this Agreement, and be bound hereby, without the need to execute a signature page to this Agreement. Any revision to Schedule I made in accordance with this Agreement shall not be deemed an amendment to this Agreement. Any reference in this Agreement to Schedule I shall be deemed to be a reference to Schedule I as revised and in effect from time to time. Notwithstanding anything to the contrary in this Agreement, the amount of Capital Contributions made by and the Units or other Equity Securities held by each Member shall be confidential and shall not be disclosed to any Member or any other Person by any Member (other than the KKR Members, the Guggenheim Members, the Caspian Members or any Majority Member), the Company or its Subsidiaries or the Board; provided, that the Board may, in its sole discretion, provide any Member with Schedule I in summary or redacted form

which omits, in addition to other items, the name of any Member, the amount of Capital Contributions made by and the Units or other Equity Securities held by each other Member. For the avoidance of doubt, the Company may disclose any Member information (on a confidential basis) to its agents, counsels or other representatives in accordance with its ordinary course of business policies, including with respect to any “know-your-customer” requirements.

Section 2.08 Fiscal Year. The fiscal year (the “Fiscal Year”) of the Company shall mean the calendar year, unless the Company is required under the Code to use a taxable year other than a calendar year, in which case the Fiscal Year shall mean such taxable year.

ARTICLE III **CONTRIBUTIONS**

Section 3.01 Capital Contributions. Pursuant to the Plan and the Confirmation Order, each Member shall be deemed to have made the initial Capital Contributions (the “Initial Capital Contributions”) to hold the Common Units to the extent set forth on Schedule I opposite such Member’s name, which the Board shall cause to be updated from time to time to reflect any changes thereto in accordance with Section 3.02(b). For the avoidance of doubt, Schedule I does not include any Initial Capital Contributions as of the Effective Date.

Section 3.02 Units; Additional Capital Contributions; Additional Members.

(a) Common Units. The Company shall initially have Common Units. Subject to the other terms of this Agreement, Units may be issued pursuant to such Contracts as the Board shall approve. Schedule I hereto (as may be maintained by the Company’s designated agent in electronic format) shall be updated from time to time to reflect the ownership of Units and other Equity Securities.

(b) Additional Capital Contributions. No Member shall be required to make any additional Capital Contributions to the Company. In addition, except as expressly set forth herein, no Member shall be permitted to make any additional Capital Contributions to the Company without the consent of the Board. The Board, subject to the preemptive rights provided for in Section 7.05, shall have the authority to authorize and issue (i) additional Units or other Equity Securities, in such amounts and at such purchase price per Unit or other Equity Security as determined by the Board in its sole and absolute discretion. For the avoidance of doubt, to the extent that Units or other Equity Securities are being issued in exchange for a Capital Contribution, such Units or other Equity Securities shall be issued to the Members pursuant to this Section 3.02(b) on the same date on which such Member makes a Capital Contribution to the Company with respect to any such newly issued Units or other Equity Securities.

(c) Additional Members. Subject to the other terms hereof, including the preemptive rights provided for in Section 7.05, new Persons (each, an “Additional Member”) acquiring additional Units or other Equity Securities as set forth in Section 3.02(b), may be admitted into the Company as a Member at any time with the written consent of the Board. Each Additional Member shall execute, or cause to be executed, and deliver a written instrument satisfactory to the Board, whereby such Additional Member shall become a Party to this Agreement, as well as any other documents requested by the Board (including, at any time and

from time to time upon or after which such Person becomes an Additional Member, a Spousal Consent). Upon execution and delivery of a counterpart of this Agreement and acceptance thereof by the Board, such Person shall be admitted as a Member. Each such Additional Member shall thereafter be entitled to all the rights and subject to all the obligations of a Member as set forth herein.

(d) Spouses. At the request of the Company, each Member shall deliver a spousal consent in a form requested by the Company (the “Spousal Consent”) (including in the event a Person becomes a spouse of such Member following the date hereof). By executing such Spousal Consent, such spouse shall (i) acknowledge that she or he has read this Agreement and knows its contents and agrees to be bound in all respects by the terms of this Agreement to the same extent as the Members and (ii) agree that should she or he predecease the Member to whom she or he is married or should she or he become divorced from such Member, any of the Units of other Equity Securities which such spouse may own or in which she or he may have any interest shall remain subject to all of the restrictions and to all of the rights of the Members contained in this Agreement.

Section 3.03 Management Incentive Plan. Subject to Section 4.04(a)(vi), the Board may adopt any equity or management incentive plan, determine the structure, terms and conditions of such plan, make grants to employees and other service providers of the Company and its Subsidiaries and thereunder, amend the structure, terms and conditions of thereof.

Section 3.04 Withdrawals. Except as explicitly provided elsewhere herein, no Member shall have any right (a) to withdraw as a Member from the Company, (b) to withdraw from the Company all or any part of such Member’s Capital Contributions, (c) to receive property other than cash in return for such Member’s Capital Contributions or (d) to receive any distribution from the Company, except in accordance with Article V and Article VIII.

Section 3.05 Liability of the Members Generally. Except as explicitly provided elsewhere herein or in the Act, no Member shall be liable for any Contracts, debts, liabilities or other obligations of the Company whatsoever. Each of the Members acknowledges that his, her or its Capital Contributions are subject to the claims of any and all creditors of the Company to the extent provided by the Act and other applicable Law.

Section 3.06 Certification of Units. The Units and any other Equity Securities issued hereunder may be certificated or uncertificated, in the sole discretion of the Board.

ARTICLE IV **MANAGEMENT**

Section 4.01 Management and Control of the Company.

(a) Board of Managers. The business of the Company shall be managed by a board of managers, and the Persons constituting the board of managers shall be the “managers” of the Company for all purposes of the Act (each, a “Manager” and, collectively, the “Managers” or the “Board”). As of the date hereof, the Board shall initially consist of the Managers set forth on Schedule II, as such schedule may be amended from time to time by the Board to reflect the addition or removal of any Manager.

(i) Board Composition. The Board shall initially consist of five (5) Managers and the Managers shall be appointed as follows:

(1) Three (3) individuals designated by the KKR Members (each such Manager, a “KKR Manager”) for so long as the KKR Members hold at least fifty percent (50%) of the total amount of Common Units issued and outstanding; provided, that if the KKR Members hold less than fifty percent (50%) but at least twenty five percent (25%) of the total amount of Common Units issued and outstanding, then the KKR Members shall be entitled to designate two (2) KKR Managers; provided, further, that if the KKR Members hold less than twenty five percent (25%) but at least eight percent (8%) of the total amount of Common Units issued and outstanding, then the KKR Members shall be entitled to designate one (1) KKR Manager; provided, further, that if the KKR Members hold less than eight percent (8%) of the total amount of Common Units issued and outstanding, then the KKR Members shall not be entitled to appoint any Managers.

(2) One (1) individual designated jointly by the Guggenheim Members and the Caspian Members (the “Minority Manager”) for so long as each of the Guggenheim Members and the Caspian Members collectively hold at least fifty percent (50%) of the total amount of Common Units that the applicable group (for the avoidance of doubt, the Guggenheim Members being a group and the Caspian Members being a group for the purposes of this clause (2)) held on the Effective Date; provided, that if either the Guggenheim Members or the Caspian Members hold less than fifty percent (50%) of the total amount of Common Units that the applicable group held on the Effective Date, then the Minority Manager shall be appointed solely by the group that retains at least fifty percent (50%) of the total amount of Common Units such group held on the Effective Date; provided, further, that if both the Caspian Members and the Guggenheim Members each hold less than fifty percent (50%) of the total amount of Common Units that each such group held on the Effective Date, then neither the Guggenheim Members nor the Caspian Members shall be entitled to appoint the Minority Manager;

(3) the then-current Chief Executive Officer of the Company (the “CEO Manager”); and

(4) following such time that (A) the Guggenheim Members and the Caspian Members are no longer entitled to designate the Minority Manager or (B) the KKR Members are no longer entitled to appoint a KKR Manager, the applicable Manager or Managers shall be appointed by the Majority in Interest.

(ii) Removal of Managers, Vacancies, Size of the Board. In furtherance of the foregoing:

(1) a Manager appointed to the Board pursuant to clauses(i)(1) and(i)(2) of Section 4.01(a) shall be removed as a Manager upon the earlier of (A) the written request of the Member or Members entitled to designate such Manager or (B) automatically, and without any action by the Board or Members, at the time that such Member or Members entitled to designate such Manager are no longer entitled to designate

such Manager in accordance with the terms of Sections Section 4.01(a)(i)(1) and Section 4.01(a)(i)(2);

(2) a Manager appointed to the Board pursuant to clause (i)(4) of Section Section 4.01(a) shall be removed as a Manager upon a vote or written consent of the Majority in Interest;

(3) if the Person then serving as Chief Executive Officer resigns, is removed or otherwise replaced as the Chief Executive Officer, then such Person shall automatically, and without any action by the Board or Members, cease to be a Manager and the newly appointed Chief Executive Officer shall automatically be appointed as the CEO Manager;

(4) any vacancies created by the resignation, removal or death of a Manager elected pursuant to this Section 4.01 shall be filled in accordance with the provisions of this Section 4.01; and

(5) the Board may increase the number of Managers on the Board; provided that for so long as each of the Guggenheim Members and the Caspian Members are entitled to jointly appoint the Minority Manager pursuant to Section Section 4.01(a)(i)(2), such increase in the size of the Board shall require the approval of both the Guggenheim Members and the Caspian Members; provided, further, that if, at any time, the Minority Manager shall be appointed solely by either the Guggenheim Members or the Caspian Members pursuant to Section Section 4.01(a)(i)(2), such increase in the size of the Board shall require the approval of such Members that retain such designation right; provided, further, that if neither the Guggenheim Members nor the Caspian Members are entitled to appoint the Minority Manager pursuant to Section Section 4.01(a)(i)(2), the Board may increase the number of Managers with the approval of a majority of the votes of the entire Board. Any vacancy created by the expansion of the Board pursuant to the preceding sentence shall initially be filled by the affirmative vote of the Majority in Interest.

(iii) Observer. Each of (A) the KKR Members (B) the Guggenheim Members and (C) the Caspian Members, for so long as each has the right to appoint (or jointly appoint) a Manager pursuant to Section Section 4.01(a)(i), shall have the right to designate one (1) individual to attend all meetings of the Board and all meetings of any committees of the Board in a non-voting observer capacity (each an “Observer”) and, in this respect, shall be given the same notices and materials that are provided to the Managers (in the same manner and at the same time as such notices and materials are provided to the Managers); provided that the Board and any committee of the Board may reserve the right to withhold any information and exclude an Observer from any meeting or portion thereof if the Board unanimously determines that (x) a material conflict is present between the Company and its Subsidiaries, taken as a whole, on the one hand, and the Members (and its Affiliates to the extent applicable) who designated such Observer, on the other hand, or (y) reasonable access to such information or attendance at such meeting would adversely affect the attorney-client privilege between the Company and/or the Board and counsel of either. The KKR Members, the Guggenheim Members and the Caspian Members, as

applicable, shall direct their respective Observer to hold in confidence and trust all information received in his or her capacity as an Observer in accordance with the confidentiality obligations set forth in Section Section 6.05 and shall be responsible for any such breach of Section Section 6.05 by their respective Observer.

(iv) Vote. Each Manager shall be entitled to one (1) vote on each matter to be voted on by the Board. All approvals, elections, decisions and other actions of the Board shall require the approval of a majority of the votes of the entire Board.

(v) Meetings. Meetings of the Board may be held at any time and at any place (within or outside the State of Delaware) designated in the notice of the meeting, when called by any Manager, reasonable notice thereof being given to each Manager. It shall be reasonable and sufficient notice to a Manager to send notice by overnight delivery at least three (3) complete Business Days or by facsimile or e-mail at least forty-eight (48) hours before the meeting addressed to such Manager at such Manager's usual or last known business and residence addresses or to give notice to such Manager in person or by telephone at least forty-eight (48) hours before the meeting. Notice of a meeting need not be given to any Manager if a written waiver of notice, delivered by such Manager before or after the meeting (including by email), is filed with the records of the meeting, or to any Manager who attends the meeting. To the extent reasonably practicable, notice of a meeting shall specify the general purposes thereof, but a waiver of a notice need not specify the purposes of the meeting. Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting, if all Managers then in office and entitled to vote on the matter approve the action in writing. Each written consent shall be filed with the minutes of the Board. Managers may participate in a meeting of the Board by means of conference telephone or similar communications equipment by means of which all Persons participating in the meeting can hear each other or by any other means permitted by Law. Such participation shall constitute presence in person at such meeting.

(vi) Quorum. Except as may be otherwise provided by Law, at any meeting of the Board a majority of the Managers (which majority, for purposes of this Section 4.01(a)(vi), must include a KKR Manager that is not an Independent Manager and the Minority Manager, if then in office) then in office and present (telephonically or in person) shall constitute a quorum; provided that if the KKR Manager that is not an Independent Manager or the Minority Manager is not present at a duly convened meeting of the Board, such meeting shall be adjourned and a duly reconvened meeting of the Board following a new notice delivered in accordance with Section (v) shall take place no earlier than two (2) Business Days following such adjourned meeting and, if such KKR Manager or the Minority Manager is not present at such duly reconvened meeting of the Board, the presence of such Manager shall not be required to constitute a quorum. Any meeting may be adjourned from time to time by a majority of the votes cast upon the question, whether or not a quorum is present, and the meeting may be held as adjourned without further notice.

(vii) Authority. Subject to any provisions of this Agreement which require the consent or approval of one or more Members and any other limitations contained in this Agreement, the Board shall have the exclusive power and authority to

manage the business and affairs of the Company and to make all decisions with respect thereto. No Manager (acting in his or her capacity as such) shall have any authority to bind the Company with respect to any matter except pursuant to a resolution expressly authorizing such action which resolution is duly adopted by the Board by the affirmative vote required for such matter pursuant to the terms of this Agreement. Except as may be otherwise expressly provided in this Agreement, Persons designated by the Board, including officers and agents appointed by the Board, shall be the only Persons authorized to execute documents that are binding on the Company. To the fullest extent permitted by Delaware Law, but subject to any specific provisions hereof granting rights to Members and any other limitations contained in this Agreement, the Board shall have the power to do any and all acts, statutory or otherwise, with respect to the Company or this Agreement, that would otherwise be possessed by the Members under the Laws of the State of Delaware, and the Members shall have no power whatsoever with respect to the management of the business and affairs of the Company.

(viii) Committees. The Board may designate one or more committees, including an audit, compensation, disclosure, governance, executive and nomination committee, each of which shall have the authority granted to it by the Board. So long as the (A) KKR Members or (B) the Caspian Members and/or the Guggenheim Members have the right to appoint a Manager pursuant to Section (i)(2), a KKR Manager and/or the Minority Manager, as applicable, shall have the right to serve on any committee. The actions and decisions of any committee shall require the approval of a majority of the Managers of such committee. Any such designated committee shall have and may exercise such of the powers and authority of the Board in the management of the business and affairs of the Company as may be provided in any resolution establishing the committee in question.

(ix) Chairman. The Board may from time to time select from the Managers a chairman of the Board (the "Chairman") who shall preside at all meetings of the Board.

(x) Discretion. Except as may be expressly set forth in any other provision of this Agreement or in any Contract pursuant to which the Company or any Subsidiary is a party or in any applicable provision of Law, to the fullest extent permitted by Law (A) any action, consent, approval, election, decision or determination to be made by the Board under or in connection with this Agreement (including any act by the Board within its "discretion" under this Agreement and the execution and delivery of any Contracts on behalf of the Company), shall be in the sole and absolute discretion of the Board (regardless of whether there is a reference to "sole discretion" or "discretion") and the Board shall be entitled to consider only such interests and factors as it desires, including its own interests, and, to the fullest extent permitted by Law, shall have no duty or obligation (fiduciary or otherwise) to give any consideration to any interest of or factors affecting the Company, the Members or any other Person, and shall not be subject to any other or different standards imposed by this Agreement, any such Contract or under such applicable provision of Law, and (B) if the Board is permitted to or required to make a decision in "good faith", "reasonably" or under another express standard, the Board, or any of its Affiliates that cause it to make any such decision, shall be conclusively presumed to

be acting in good faith if such Person or Persons reasonably believe(s) that the decision made or not made is in or not opposed to the best interests of the Company.

(b) Members. Other than as expressly set forth in Section 4.04, no Member, in its capacity as such, shall participate in or have any Control over the Company Business. Each such Member hereby consents to the exercise by the Board of the powers conferred upon the Board by this Agreement. Other than as expressly set forth in Section 4.04, the Members, in their capacities as such, shall not participate in the Control, management, direction or operation of the activities or affairs of the Company. The Members shall not have any authority or right, in their capacities as Members of the Company, to act for or bind the Company. The Members shall not have any duties, whether express or implied (including fiduciary duties) to any other Member that would otherwise apply at Law or in equity. Except as explicitly provided herein, no Member shall have any right to vote or consent on any matter under this Agreement or the Act, and the Members and any other holders of Units shall have no appraisal, dissenters or other similar rights in respect of any transaction. Each holder of Common Units is entitled to a number of votes equal to the number of Common Units of which it is the holder.

(c) Appointment of Officers. The Board is authorized to appoint any Person as an officer of the Company who shall have such powers and perform such duties incident to such Person's office as may from time to time be conferred upon or assigned to it by the Board and assign in writing titles to any such Person and any such appointment may be revoked at any time by the Board; provided that the Board will involve the Minority Manager in its discussion regarding the hiring of any chief executive officer and provide an opportunity for the Minority Manager to meet the chief executive officer before he or she is hired. Unless the Board states otherwise, if the title is one commonly used for officers of a business corporation formed under the Delaware General Corporation Law, the assignment of such title shall constitute the delegation to such Person of the authorities and duties that are normally associated with that office.

Section 4.02 Expenses; Remuneration.

(a) Reimbursement of Managers. Without duplication of amounts, the Company shall pay for any and all out-of-pocket expenses, costs and liabilities incurred by the Managers (solely in their capacity as Managers in the discharge of their duties under this Agreement (to the extent not paid by any Subsidiary of the Company)) in accordance with the provisions hereof (collectively, the "Company Expenses"), including by way of example and not limitation:

(i) all routine administrative and overhead expenses of the Board (with respect to the Company) and/or the Company, including fees of auditors, attorneys and other professionals, and expenses associated with the maintenance of books and records of the Company and communications with Members;

(ii) all expenses incurred by the Managers (with respect to the Company) and/or the Company in connection with any Proceeding involving the Company and the amount of any judgment or settlement paid in connection therewith; and

(iii) all expenses incurred by the Managers or the Company in connection with the dissolution and liquidation of the Company.

(b) Search Costs. To the extent any Member or Members with the right to appoint a Manager in accordance with Section Section 4.01(a)(i) determines to appoint an Independent Manager, the Company shall be responsible for any reasonable out-of-pocket costs incurred in connection with the search for such Independent Manager; provided that such Member must consult with the Board prior to hiring any search firm.

(c) Remuneration. No Manager that is a Member or is an employee of a Member or any of its Affiliates shall be entitled to any compensation for serving as a Manager. Each Independent Manager may be entitled to a reasonable fee (at a comparable level to the market average for independent directors of similarly sized companies) paid by the Company in an amount determined by the Board. No officer shall be prevented from receiving a salary or other compensation by reason of the fact that he or she is also a Manager.

Section 4.03 Indemnification; Exculpation.

(a) Indemnification of Indemnified Parties. To the fullest extent permitted by applicable Law, the Company shall and does hereby agree to indemnify and hold harmless and pay all judgments and claims against (i) each Member and its officers, directors, employees, shareholders, managers and members, (ii) each Manager of the Company and the directors or managers of any Subsidiary of the Company and (iii) each officer of the Company or any Subsidiary of the Company (each, an "Indemnified Party"), in each case, from and against any loss or damage incurred by an Indemnified Party or by the Company for any act or omission taken or suffered by such Indemnified Party in such capacity in good faith (including, any act or omission taken or suffered by any of them in reliance upon and in accordance with the opinion or advice of experts, including, of legal counsel as to matters of Law, of accountants as to matters of accounting, or of investment bankers or appraisers as to matters of valuation) in connection with the Company Business, including costs and reasonable attorneys' fees and any amount expended in the settlement of any claims or loss or damage, except with respect to any act or omission with respect to which such Indemnified Party was grossly negligent, acted in bad faith or engaged in intentional misconduct. Notwithstanding the foregoing, no Person shall be deemed an Indemnified Party hereunder in such Person's capacity as a litigant (or prospective litigant) in any matter adverse to the Company or its Affiliates.

(b) Satisfaction Limited to Company Assets. The satisfaction of any indemnification obligation pursuant to Section 4.03(a) shall be solely from and limited to Company Assets (including insurance and any Contracts pursuant to which the Company, its officers or employees are entitled to indemnification) and no Member or any Affiliates of any Member (other than the Company and its Subsidiaries) shall be subject to personal liability therefor.

(c) Advancement of Expenses. Expenses reasonably incurred by an Indemnified Party in defense or settlement of any claim that may be subject to a right of indemnification hereunder shall be advanced by the Company prior to the final disposition thereof upon receipt of an undertaking by or on behalf of such Indemnified Party to repay such amount to

the extent that it shall be determined upon final adjudication after all possible appeals have been exhausted that such Indemnified Party is not entitled to be indemnified hereunder.

(d) Insurance. The Company may purchase and maintain insurance on behalf of one or more Indemnified Parties and other Persons against any liability which may be asserted against, or expense which may be incurred by, any such Person in connection with the Company's activities, whether or not the Company would have the power to indemnify such Person against such liabilities under the provisions of this Agreement; provided that the Company will (or will cause one of its Subsidiaries to) maintain directors' and officers' liability insurance, at the cost of the Company and its Subsidiaries, for the benefit of the managers, officers and directors of the Company and its Subsidiaries.

(e) Proceedings. Promptly after receipt by an Indemnified Party of notice of the commencement of any Proceeding, such Indemnified Party shall, if a claim for indemnification in respect thereof is to be made against the Company under this Section 4.03, give written notice to the Company of the commencement of such Proceeding; provided, however, that the failure of any Indemnified Party to give notice as provided herein shall not relieve the Company of its obligations under this Section 4.03, except to the extent that the Company is actually prejudiced by such failure to give notice. In case any such Proceeding is brought against an Indemnified Party (other than a derivative suit in right of the Company) and such Indemnified Party seeks indemnification from the Company hereunder, the Company will be entitled to participate in and to assume the defense thereof (at the Company's cost) to the extent that the Company may wish, with counsel reasonably satisfactory to such Indemnified Party. After notice from the Company to such Indemnified Party of the Company's election to assume the defense of such Proceeding, the Company will not be liable for expenses subsequently incurred by such Indemnified Party in connection with the defense thereof. The Company will not consent to entry of any judgment or enter into any settlement of such Proceeding that does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Indemnified Party a release from all liability in respect of such Proceeding and any related claim.

(f) Indemnitor of First Resort. The rights of indemnification provided in this Section 4.03 are in addition to any rights to which an Indemnified Party may otherwise be entitled by Contract (including advancement of expenses) or as a matter of Law. The Company hereby acknowledges that the Indemnified Parties may have certain rights to indemnification, advancement of expenses and/or insurance provided by the Members and certain of their Affiliates (collectively, the "Member Indemnitors"). The Company hereby agrees that (i) the Company is the indemnitor of first resort (i.e., its obligations to the Indemnified Parties under Section 4.03(a) are primary and any obligation of the Member Indemnitors to advance expenses or to provide indemnification for the same expenses or liabilities incurred by the Indemnified Parties are secondary), (ii) the Company shall be required to advance the full amount of expenses incurred by the Indemnified Parties and shall be liable for the full amount of all losses or damages paid in settlement to the extent legally permitted and as required by the terms of Section 4.03(a) (or any other agreement between the Company and the Indemnified Parties), without regard to any rights the Indemnified Parties may have against the Member Indemnitors, and (iii) the Company irrevocably waives, relinquishes and releases the Member Indemnitors from any and all claims against the Member Indemnitors for contribution, subrogation or any other recovery of any kind in respect thereof.

(g) Act or Omission in Good Faith. Subject to applicable Law and without limiting any rights and obligations any Person may have under any Contract with the Company or any Subsidiary of the Company, no Indemnified Party shall be liable, in damages or otherwise, to the Company, any Member or any of their Affiliates for any act or omission performed or omitted by any of them in such capacity in good faith with respect to the Company Business (including any act or omission performed or omitted by any of them in reliance upon and in accordance with the opinion or advice of experts, including, of legal counsel as to matters of Law, of accountants as to matters of accounting, or of investment bankers or appraisers as to matters of valuation).

(h) Reliance on Agreement. To the extent that, at Law or in equity, any Indemnified Party has duties and liabilities relating thereto to the Company or to any Member relating to the Company Business, such Indemnified Party acting under this Agreement shall not be liable to the Company or to any Member for its good faith reliance on the provisions of this Agreement. The provisions of this Agreement, to the extent that they restrict, modify or eliminate the duties and liabilities of an Indemnified Party otherwise existing at Law or in equity, are agreed by the Parties to replace such other duties and liabilities of such Indemnified Party, to the maximum extent permitted by applicable Law.

(i) Amendment or Repeal. Any repeal or modification of this Section 4.03 shall not adversely affect any right or protection hereunder of any Person in respect of any act or omission occurring prior to the time of such repeal or modification.

Section 4.04 Member Consent.

(a) Notwithstanding anything herein to the contrary, the Company will not, without the prior written consent of the KKR Members, for so long as the KKR Members hold at least ten percent (10%) of the outstanding Common Units (not including any Common Units that were issued as a result of any equity or management incentive plan), the Guggenheim Members, for so long as the Guggenheim Members hold at least ten percent (10%) of the outstanding Common Units (not including any Common Units that were issued as a result of any equity or management incentive plan), and the Caspian Members, for so long as the Caspian Members hold at least ten percent (10%) of the outstanding Common Units (not including any Common Units that were issued as a result of any equity or management incentive plan), effect any of the following actions:

(i) an Initial Public Offering that is not a Qualified IPO;

(ii) the (A) repurchase or redemption of Units other than (1) repurchases of Units held by all of the Members on a pro rata basis and (2) repurchases of Units in connection with the termination of a Member's employment or the terms of a compensation arrangement between such Member and the Company or (B) any distribution that does not comply with the terms of this Agreement;

(iii) entry into any transaction or contract with any member of the KKR Group, the Guggenheim Group, the Caspian Group or with a Majority Member or any Affiliate of a Majority Member, except for any transaction entered into (A) on arms' length terms in the ordinary course of business, (B) in connection with the exercise of rights or

discharge of obligations under this Agreement or (C) any equity or debt financing subject to compliance with the terms of Section 7.05;

(iv) effect any material change to the nature of the business of the Company and its Subsidiaries, taken as a whole, including the entry into any new lines of business or discontinuations of any existing line of business (other than those lines that are ancillary to the existing lines of business);

(v) dissolve, liquidate, wind up or effect a reorganization of the Company or any of its material Subsidiaries;

(vi) the authorization, entry into and adoption of any equity or management incentive plan;

(vii) making any assignment for the benefit of creditors, or taking any action to commence bankruptcy proceedings or other actions with respect to the appointment of any custodian, receiver, liquidator, trustee or assignee in bankruptcy or similar insolvency proceeding related to the Company or any Subsidiary; or

(viii) enter into any management agreement or similar arrangement with the KKR Group, the Guggenheim Group, the Caspian Group or any other Person that obtains the right to designate a Manager in accordance with Section 4.01 or pay any sponsor, management or monitoring fee to any member of the KKR Group, the Guggenheim Group, the Caspian Group or any other Person that obtains the right to designate a Manager in accordance with Section 4.01, including any Majority Member or any Affiliate of a Majority Member.

(b) Notwithstanding anything herein to the contrary, for so long as the KKR Members, the Guggenheim Members or the Caspian Members hold any Units, the Company will not, without the prior written consent of the KKR Members, the Guggenheim Members and the Caspian Members, make any election to change the U.S. federal income tax treatment of the Company to be treated as other than an association taxable as a corporation.

ARTICLE V **DISTRIBUTIONS**

Section 5.01 Distributions.

(a) Distribution Generally. The Company may make distributions to the Members in respect of their Units at any time and from time to time as determined by the Board in its sole discretion. Subject to Section 6.04, distributions shall be made to all Members pro rata in accordance with their respective Percentage Interests at the time of such distribution.

(b) Distributions Limited to Company Assets. The Members shall look solely to the assets of the Company for any distributions, whether liquidating distributions or otherwise. If the assets of the Company remaining after the payment or discharge, or the provision for payment or discharge, of the debts, obligations, and other liabilities of the Company are

insufficient to make any distributions, no Member shall have any recourse against the separate assets of any other Member (except as otherwise expressly provided herein).

(c) Distribution of Other Assets. For purposes of making distributions of Securities, property or other assets (other than cash) to the Members in accordance with this Article V, and for all other purposes of this Agreement, the distribution shall be treated as if the Company had sold such Securities, property or other assets (other than cash) for cash in an amount equal to their Fair Market Value as of the date of distribution, and distributed such cash to the Members instead. Any distributions pursuant to this Article V consisting of a combination of cash, Securities, property or other assets shall, unless otherwise agreed in writing by an affected Member, be made such that each Member receives the same relative portion of such cash, Securities, property or other asset. Any contractual restrictions imposed on Securities or other property or assets to be distributed pursuant hereto shall apply to any such Securities, property or assets distributed to the Members hereunder, and each of the Members shall, at the request of the Board, execute any agreements, instruments or perform any other acts that are or may be reasonably necessary to effectuate the terms of this Section Section 5.01(d).

(d) Excess Payments; Set Off. If the Company has, pursuant to any clear and manifest accounting or similar error, paid any Member an amount in excess of the amount to which it is entitled pursuant to this Article V, such Member shall reimburse the Company to the extent of such excess, without interest, within thirty (30) days after demand by the Company. Notwithstanding any provision to the contrary in this Agreement, the Board may, in its sole discretion, cause the Company to set off against any distribution of cash or property in kind to any Member, any amounts due from such Member to the Company or any of its Affiliates, to the extent not otherwise paid as of the date of such distribution. Any amounts so set off shall be applied by the Company or its applicable Affiliate to discharge the obligation in respect of which such amounts were set off. All amounts set off under this Section (d) that are attributable to any Member shall be treated as amounts distributed to such Member for all purposes under this Agreement.

ARTICLE VI

ACCOUNTING AND TAX MATTERS

Section 6.01 Books and Records.

(a) At all times during the existence of the Company, the Company shall maintain, at its principal place of business, separate books of account for the Company. Pursuant to Section 17-305(f) of the Act, each Member acknowledges and agrees that the sole information that the Company shall be obligated to be made available to a Member shall be the information contemplated by Section 6.01(b) and (c), subject to the limitations set forth therein; provided that if at any time any Member (other than any Majority Member, KKR Member, Guggenheim Member or Caspian Member) to whom such information would otherwise be made available is engaged in any Competitive Business, whether as an employee, consultant, Member, principal, agent, representative, stockholder or in any other capacity, or rendering services to or providing advice to a Competitive Business, such Member shall not have any of the rights set forth under Section 6.01(b).

(b) Reports. The Company shall furnish or cause to be furnished the following reports to (i) each Member of the Company as of the date hereof, (ii) each KKR Member, Guggenheim Member and Caspian Member and (iii) each Member with a Percentage Interest of at least two percent (2%), in each case, who is not an Adverse Person:

(i) within one-hundred twenty (120) days following the end of each Fiscal Year, copies of annual consolidated financial statements of the Company and its Subsidiaries as of the end of such Fiscal Year, which financial statements shall (A) be prepared in accordance with GAAP, and (B) be audited by a nationally recognized accounting firm approved by the Board;

(ii) within sixty (60) days after the end of each of the first three quarters of each such Fiscal Year or such earlier date as the Company or any of its Subsidiaries may be required to deliver such information to the Company's lenders under any credit agreement, indenture or similar agreement with respect to Indebtedness for borrowed money of the Company or any of its Subsidiaries, consolidated balance sheets of the Company and its Subsidiaries as of the end of such period, and consolidated statements of income and cash flows of the Company and, if applicable, its Subsidiaries for the period then ended prepared in accordance with GAAP, except as otherwise noted therein, and subject to the absence of footnotes and to year-end adjustments; and

(iii) within (x) sixty (60) days after the end of the first full month ending after the Effective Date and otherwise (y) thirty (30) days (or as soon as reasonably practicable thereafter) following the end of each month of each Fiscal Year, a report that shall contain unaudited financial statements with respect to the Company;

(iv) upon the reasonable written request of a Member, and at the sole cost and expense of such Member (together with any other Members making the same request), such other information reasonably available to the Company that is necessary for such Member to prepare any applicable tax or information returns.

(c) Upon the reasonable written request of a Member with a Percentage Interest of at least ten percent (10%) (not including any Common Units that were issued as a result of any equity or management incentive plan) who is not an Adverse Person, the Company shall furnish or cause to be furnished to such Member such other data and information (which is reasonably available) relating to the business, operations, affairs, financial condition, results of operation, assets, properties or prospects of the Company or any of its Subsidiaries.

Section 6.02 Tax Returns. The Company shall endeavor to cause the preparation and timely filing (including extensions) of all tax returns required to be filed by the Company pursuant to the Code as well as all other tax returns required to be filed (consistent with applicable tax Law) in each jurisdiction in which the Company owns property or does business.

Section 6.03 Corporation Status. The Company will be treated as an association taxable as a corporation for U.S. federal, state, and local income tax purposes and has filed or will file an election on IRS Form 8832 pursuant to Treasury Regulations Section 301.7701-3 with an effective date as of the Conversion.

Section 6.04 Withholding. To the extent that the Company is required by Law to withhold or to make tax or other payments on behalf of or with respect to any Member (including, but not limited to, withholding taxes, state unincorporated business taxes, and, in all cases, any interest, penalties, additions to tax, and expenses incurred in respect thereof), the Company shall withhold such amounts from any distribution and make such payment as so required. For purposes of this Agreement, any such payments or withholdings shall be treated as a distribution to the Member on behalf of whom the withholding or payment was made and shall reduce future distributions to which such Member is otherwise entitled pursuant to this Agreement. Each Member agrees to furnish to the Company any representations, forms, certificates or other information as shall be reasonably requested by the Company to assist the Company in determining the extent of, or in fulfilling or complying with, any withholding, tax reporting or tax compliance obligations the Company may have. The Company shall be entitled to withhold distributions from any Member that fails to provide the representations, forms, certificates and information referred to in the preceding sentence and to use such withheld distributions in order to satisfy any withholding obligations with respect to such Member. The provisions of this Section Section 6.04 shall survive a Member ceasing to be a member of the Company or the termination of the Company for as long as a period of time as is necessary to resolve with the IRS any and all matters regarding the federal income taxation of the Company or the Members (relating to the operations of the Company).

Section 6.05 Confidentiality. Each Member agrees to keep confidential, and not to disclose to any Person or use other than in connection with its investment in the Company, at any and all times (including after such time as a Member ceases to be a Member), any matter relating to the Company (including this Agreement or the terms hereof, or any ancillary agreement entered into in connection herewith, including pursuant to the issuance of Units or other Equity Securities), any other Member or any of their respective Affiliates, or their respective affairs received ("Confidential Information"), in each case, by such Member in its capacity as a Member (other than disclosure to such Member's advisors responsible for advising such Member on matters relating to the Company and who need to know such information in order to perform such responsibilities (each such Person being hereinafter referred to as an "Authorized Representative")) without the prior written consent of the Company; provided, however, that such Member or any of its Authorized Representatives may make such disclosure to the extent that such Confidential Information: (a) becomes generally known to or available to the public or the industry, other than as a result of the acts or omissions to act of such Member in violation hereof or any unauthorized disclosure by any other Person, (b) is disclosed if requested by any Governmental Body having jurisdiction over such Member, or (c) is disclosed based upon the advice of legal counsel of such Member or Authorized Representative is otherwise required by Law or such matters are disclosed in any action or Proceeding related to or arising from this Agreement, but only after the Company has been so notified and has had the opportunity, if possible, to obtain reasonable protection for such information in connection with such disclosure. Furthermore, except as may otherwise be set forth in any written agreement between the Company and any Member, the Members hereby acknowledge that pursuant to Section 17-305(f) of the Act the rights of a Member to obtain information from the Company shall be limited to only those rights provided for in this Agreement. Any Confidential Information described in the first sentence of this Section Section 6.05**Error! Reference source not found.** that is received by an employee of the Company and its Subsidiaries in his or her capacity as an employee of the Company and its Subsidiaries shall be subject to the confidentiality provisions set forth in the employment

agreement or similar agreement between such individual, on the one hand, and the Company or any of its Subsidiaries, on the other hand. Notwithstanding anything to the contrary contained herein, the KKR Members, the Guggenheim Members and the Caspian Members (including any Affiliated investment funds of the KKR Members, the Guggenheim Members or the Caspian Members), and its transferees may disclose any Confidential Information and other information regarding the Company and the Subsidiaries of the Company (i) in connection with normal fund raising, marketing, informational or reporting activities and (ii) to any bona fide transferees or potential transferees of Units.

TRANSFERS; SALE OF THE COMPANY; INITIAL PUBLIC OFFERING

Section 7.01 Transfer in General.

(a) Generally. Each Member hereby agrees that the Units have not been registered under the Securities Act.

(b) Noncompliant Transfer Void. Notwithstanding anything in this Agreement to the contrary, any attempt to Transfer any Units other than in compliance with this Agreement shall be null and void and have no force or effect, and the Company shall not, and, if applicable, shall cause any transfer agent not to, give any effect in the Company's books and records to such attempted Transfer. The Parties acknowledge that the transfer restrictions contained herein are reasonable and in the best interests of the Company.

(c) Transfer Restrictions Generally. No Member may Transfer any Units (or solicit any offers in respect of any Transfer of any Units), except in compliance with the Securities Act, any other applicable securities or "blue sky" Laws and any restrictions on Transfer contained in this Agreement, and (other than with respect to Transfers to Affiliates) without first delivering to the Company, if reasonably requested by the Company, an opinion of counsel (in form and substance reasonably acceptable to the Company) that such action would not cause the Company to be taxable as a "publicly traded Company" under the Code. The Company may waive such opinion requirement on advice of counsel acceptable to the Company. Additionally, no Member shall be entitled to Transfer all or any portion of its Member Interests or any other rights under this Agreement (including to an Affiliate or Permitted Transferee) at any time unless the Company is reasonably satisfied that such Transfer would not:

(i) cause the Company to be subject to registration requirements under the Investment Company Act of 1940;

(ii) cause the Company to become subject to the registration requirements of Section 12(g) of the Exchange Act or have either (x) in the aggregate more than nineteen hundred (1,900) holders of record (as such concept is understood for purposes of Section 12(g) of the Exchange Act) or (y) in the aggregate more than four hundred and fifty (450) holders of record (as such concept is understood for purposes of Section 12(g) of the Exchange Act) who do not satisfy the definition of an "accredited investor" within the meaning of Rule 501 under Regulation D of the Securities Act, determined in the Board's sole discretion; or

(iii) be a non-exempt “prohibited transaction” under ERISA or the Code or cause all or any portion of the assets of the Company to constitute “plan assets” under ERISA or Section 4975 of the Code.

(d) Legends.

(i) From and after the Effective Date, each Equity Security issued under the Plan in reliance on the Securities Act exemption provided by Section 1145 of the Bankruptcy Code shall include a legend substantially to the following effect:

“THESE SECURITIES HAVE BEEN ISSUED IN RELIANCE UPON AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF SECTION 5 OF THE SECURITIES ACT OF 1933 OF THE UNITED STATES, AS AMENDED (THE “SECURITIES ACT”) PROVIDED BY SECTION 1145 OF THE BANKRUPTCY CODE, 11 U.S.C. 1145 (THE “BANKRUPTCY CODE”). THESE SECURITIES MAY BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED WITHOUT REGISTRATION UNDER THE SECURITIES ACT; PROVIDED THAT THE HOLDER IS NOT DEEMED TO BE AN UNDERWRITER AS SUCH TERM IS DEFINED IN SECTION 1145(B)(1) OF THE BANKRUPTCY CODE. THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OR ANY LOCAL OR STATE SECURITIES LAWS, AND TO THE EXTENT THE HOLDER OF SUCH SECURITIES IS AN “UNDERWRITER,” AS DEFINED IN SECTION 1145(B)(1) OF THE BANKRUPTCY CODE, SUCH SECURITIES MAY NOT BE SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT IN ACCORDANCE WITH THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT OR AN EXEMPTION THEREFROM AND, IN EACH CASE, IN COMPLIANCE WITH APPLICABLE LOCAL OR STATE SECURITIES LAWS.

FURTHER, THE SECURITIES ARE SUBJECT TO THE PROVISIONS OF THE LIMITED LIABILITY COMPANY AGREEMENT OF ACCURIDE GROUP HOLDINGS, LLC (THE “COMPANY”), DATED AS OF FEBRUARY [28], 2025, INCLUDING RESTRICTIONS ON TRANSFER. THE SECURITIES ARE TRANSFERABLE ONLY IN ACCORDANCE WITH THE PROVISIONS OF THE LIMITED LIABILITY COMPANY AGREEMENT, AND ALL HOLDERS OF SUCH SECURITIES OF THE COMPANY (WHETHER ACQUIRED UPON ISSUANCE OR TRANSFER) SHALL BE, AND BE DEEMED TO BE, A PARTY TO AND BOUND BY SUCH AGREEMENT. A COPY OF THE LIMITED LIABILITY COMPANY AGREEMENT WILL BE FURNISHED WITHOUT

CHARGE BY THE COMPANY TO THE HOLDER HEREOF UPON WRITTEN REQUEST.”

(ii) From and after the Effective Date, each Equity Security issued in reliance on the Securities Act or on any other exemption from registration under the Securities Act, including the exemptions provided by Section 4(a)(2) of the Securities Act or Regulation S promulgated thereunder, shall include, or be deemed to include, a legend substantially to the following effect:

“THE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS, AND MAY NOT BE SOLD, OFFERED, ASSIGNED, PLEDGED OR OTHERWISE DISPOSED OF AT ANY TIME WITHOUT EFFECTIVE REGISTRATION UNDER SUCH ACT AND LAWS OR EXEMPTION THEREFROM, AND COMPLIANCE WITH THE OTHER SUBSTANTIAL RESTRICTIONS ON TRANSFER SET FORTH HEREIN.

SUCH SECURITIES ARE ALSO SUBJECT TO ADDITIONAL RESTRICTIONS ON TRANSFER AND OTHER TERMS AND CONDITIONS SPECIFIED IN THIS LIMITED LIABILITY COMPANY AGREEMENT AND THE COMPANY RESERVES THE RIGHT TO REFUSE THE TRANSFER OF SUCH INTERESTS UNTIL SUCH CONDITIONS HAVE BEEN FULFILLED WITH RESPECT TO ANY TRANSFER.”

(e) Member Transferee. Any Person who is a transferee of any portion of a Member’s Units pursuant to this Article VII shall not become a substitute Member with respect to such Units unless such Person has executed a counterpart to this Agreement, accepting and agreeing to be bound by all of the terms and conditions hereof applicable to such transferee with respect to such Units so acquired, or an amendment to this Agreement if so determined by the Board, and such other documents or instruments as the Board reasonably determines are necessary or appropriate to effect such Person’s admission as a Member.

(f) Member Transferor. Any Member who effectively Transfers any Units shall cease to be a Member with respect to such Units and shall no longer have any rights or privileges of a Member with respect to such Units. At such time as a Member effectively Transfers all Units held by it, such Member shall cease to be a Member. Nothing contained herein shall relieve any Member who Transfers any Units from any liability or obligation of such Member to the Company or the other Members with respect to such Units that may exist on the date of such Transfer or that is otherwise specified in the Act and incorporated into this Agreement or for any liability to the Company or any other Person for any breaches of any representations, warranties or covenants by such Member (in its capacity as such) contained herein or in other agreements with the Company that expressly survive such Transfer.

(g) Restriction on Indirect Transfers. The transfer restrictions in this Agreement may not be avoided by the holding of Units, directly or indirectly, through a Person that can itself be sold to dispose of an interest in Units free of such restrictions. For the avoidance of doubt, no Member shall directly or indirectly seek to avoid the provisions of this Article VII by issuing, or permitting the issuance of, any direct or indirect equity or beneficial interest in such Member, in any such case, in a manner that does not comply with the transfer restrictions in this Agreement; provided, however, the foregoing shall not apply to any direct or indirect Transfer of interests in any investment fund or other Person managed by or Affiliated with the KKR Group, the Guggenheim Group or the Caspian Group.

(h) Adverse Persons. Notwithstanding anything to the contrary herein, no Member make any Transfer to any Adverse Person without the prior written consent of the Board and any such Transfer shall be null and void *ab initio*, and the Company shall not give any effect to such attempted Transfer. Prior to any Transfer otherwise in accordance and compliance with this Article VII, a Member can request a determination by the Board whether a proposed transferee is an Adverse Person. As promptly as practicable thereafter, the Board shall make a determination (in its sole discretion), after reasonable inquiry and investigation, whether such proposed transferee meets the definition of Adverse Person and provide such Member with its determination in writing, along with a reasonable explanation of its determination.

(i) Recordation. The Company shall be entitled to treat the transferor of any Units or rights attributable to any Units as the absolute owner thereof in all respects, and shall incur no liability for distributions made in good faith to it, until such time as a written notice of such Transfer that conforms to the requirements of this Article VII has been received by and recorded on the books of the Company.

Section 7.02 Right of First Offer.

(a) If any Member (a “ROFO Transferor”) desires to Transfer any Units (such proposed Transfer, a “Proposed Transaction” and such Units so desired to be transferred, the “ROFO Offered Units”), except for Transfers (i) to Permitted Transferees and (ii) in a Tag-Along Sale or Drag-Along Transaction, such ROFO Transferor must comply with the terms and conditions set forth in this Section 7.02 prior to such Transfer. The ROFO Transferor shall first notify the Company and any Majority Member, the KKR Members, the Caspian Members and the Guggenheim Members (other than the ROFO Transferor if the ROFO Transferor is any Majority Member, a KKR Member, Caspian Member or Guggenheim Member) (the “Offeree Members”) in writing (the “Request”) of the ROFO Transferor’s desire to Transfer such ROFO Offered Units, indicating the number of ROFO Offered Units to be transferred.

(b) The Company shall be entitled, but not required, to, within ten (10) days following delivery of the Request, deliver a written offer to the ROFO Transferor specifying the cash price and minimum and maximum number of ROFO Offered Units set forth in the Request that the Company would be willing to purchase and any other material terms and conditions (the “Company Offer”).

(c) The ROFO Transferor shall be entitled, but not obligated, to accept the Company Offer by sending a written acceptance of such Company Offer in whole or in part to the

Company, within ten (10) days after the ROFO Transferor's receipt of such Company Offer (the "Company ROFO Acceptance Deadline").

(d) If the Company does not submit a Company Offer for all of the ROFO Offered Units, or if the ROFO Transferor declines to accept the Company Offer with respect to all such ROFO Offered Units, the ROFO Transferor shall give notice to the Offeree Members of the number of such ROFO Offered Units that shall not be sold to the Company in connection with the Company Offer. The Offeree Members, within ten (10) days following receipt of such notice from the ROFO Transferor, shall confer and have the right to deliver a written offer (the "Member Offer") to the ROFO Transferor specifying the cash price and minimum and maximum number of ROFO Offered Units that such Offeree Members would be willing to purchase and, as among such Offeree Members, each would have the right to purchase such ROFO Offered Units pro rata in accordance with their respective Percentage Interests on the terms and conditions set forth in the Member Offer.

(e) The ROFO Transferor shall be entitled, but not obligated, to accept the Member Offer, as applicable, by sending a written acceptance of such Member Offer, in whole or in part to each Offeree Member within ten (10) days after the ROFO Transferor's receipt of such Member Offer (the "Member ROFO Acceptance Deadline").

(f) The closing of the Transfer of Units pursuant to this Section 7.02 shall be at 9:00 a.m. on the tenth (10th) day following the Company ROFO Acceptance Deadline or Member ROFO Acceptance Deadline, as the case may be, at the Company's principal office, or such other date and time as the ROFO Transferor and the Person(s) purchasing Units may agree upon, provided that such ten (10) day period (or such other date and time as agreed upon by the ROFO Transferor and the Person(s) purchasing Units) shall be extended up to an additional ninety (90) days (or such other amount of days as the ROFO Transferor and the Person(s) purchasing Units may agree upon) to the extent necessary to obtain any required governmental approval or clearance. Each Party shall reasonably cooperate in providing any required information in the context of the ROFO Transferor and the Person(s) purchasing Units obtaining any such governmental approval or clearance. At such closing, the purchase price, by wire transfer in same day funds, shall be delivered by the Person(s) purchasing Units to the ROFO Transferor, and the ROFO Transferor shall deliver to such Person(s) such Unit certificates (if any) representing the Units so purchased, accompanied by duly executed Unit transfer powers, free and clear of all liens, encumbrances and adverse claims with respect thereto (other than restrictions under this Agreement) and such other agreements reasonably requested by the Person(s) purchasing Units for the proper Transfer of the Units so purchased. The ROFO Transferor and the Person(s) purchasing Units shall cooperate in good faith in obtaining all necessary governmental and other third Person approvals, waivers and consents required for the closing.

(g) If, after completion of the foregoing procedures under this Section 7.02(a) through Section 7.02(f) (such period of time, the "ROFO Notice Period") the ROFO Transferor has not transferred all of such ROFO Transferor's Units and desires to sell all (but not less than all) of such ROFO Transferor's Units, during the ninety (90) day period following the ROFO Notice Period, the ROFO Transferor may seek to Transfer such Units to a Third Party on substantially the same or more favorable (as to the ROFO Transferor) terms and conditions and at a price greater than the price set forth in the Company Offer and the Member Offer, subject to

compliance with the terms set forth in Section 7.03; provided that if the ROFO Transferor does consummate the Transfer of such Units within the ninety (90) day period following the ROFO Notice Period, the right of first offer provided under this Section 7.02 shall be deemed to be revived and such Units shall not be offered to any Person unless first re-offered in accordance with this Section 7.02.

Section 7.03 Tag-Along Rights.

(a) Tag-Along Offer. If any Member (the "Tag-Along Seller") proposes to effect, a Transfer or series of related Transfers to any Third Party other than to a Permitted Transferee (the "Tag-Along Purchaser") of more than thirty-five percent (35%) of the outstanding Common Units (the "Tag-Along Sale"), the Tag-Along Seller shall first, by written notice to the Company, which shall provide each Member that is not the Tag-Along Seller (each, a "Tag-Along Offeree") with a copy of such notice (the "Tag-Along Notice"), offer such Tag-Along Offerees (the "Tag-Along Offer") the opportunity to participate in such Transfer(s) to such in accordance with this Section 7.03.

(b) Tag-Along Notice. The Tag-Along Notice shall identify (i) the principal terms of the proposed Tag-Along Sale insofar it relates to the Units, including the number Units proposed to be sold by the Tag-Along Seller (the "Tag-Along Offered Units"), (ii) the fraction, expressed as a percentage, determined by dividing the number of Units proposed to be purchased from the Tag-Along Seller in such Tag-Along Sale by the number of Units held by such Tag-Along Seller (the "Tag-Along Sale Percentage"), (iii) the form of consideration for which the Transfer is proposed to be made, (iv) the purchase price per Unit, (v) the name and address of each proposed Third Party transferee, (vi) the proposed Transfer date, and (vii) the other material terms and conditions of the Tag-Along Offer.

(c) Tag-Along Right. From the date of its receipt of the Tag-Along Notice, each Tag-Along Offeree shall have the right (a "Tag-Along Right"), exercisable by written notice ("Tag-Along Response Notice") given to the Tag-Along Seller within ten (10) days after receipt of the Tag-Along Notice, to include in the proposed Tag-Along Sale a number of Units held by such Tag-Along Offeree, which number of Units shall not in any event exceed the Tag-Along Sale Percentage of the aggregate number of Units held by such Tag-Along Offeree. The Tag-Along Offerees that exercise their Tag-Along Rights hereunder (the "Tagging Persons") shall, upon request, deliver to the Tag-Along Seller, with the Tag-Along Response Notice, wire transfer instructions for payment of the purchase price for such Units of such Tagging Persons to be included in the Tag-Along Sale. Delivery of the Tag-Along Response Notice shall constitute an irrevocable acceptance of the Tag-Along Offer by the Tagging Persons (provided such Tag-Along Sale is consummated in accordance with this Section 7.03).

(d) Price Per Unit. Each Tag-Along Seller and Tagging Person shall have the right to Transfer the Common Units to the Tag-Along Purchaser pursuant to the Tag-Along Notice for the same amount per Common Unit.

(e) Tag-Along Requirements. In order to participate in a Tag-Along Sale (but subject to the terms of this Section 7.03), the Tagging Persons must agree (i) to make representations, warranties, covenants and such other agreements as the Tag-Along Seller or the

Tag-Along Purchaser may reasonably request, including, regarding such Tagging Person's ownership of and authority to Transfer the Units that it proposes to Transfer, the absence of any liens or other encumbrances on such Units, and the compliance of such Transfer with the federal and state securities Laws and all other applicable Laws and regulations; and (ii) to bear his, her or its proportionate share of any escrows, holdbacks or adjustments in respect of the purchase price or indemnification obligations based on the relative amount of consideration received by such Member in the Tag-Along Sale; provided, however, that no Member shall be required to provide indemnification obligations unless such are several and not joint with any other Person and in no event shall indemnification obligations exceed the actual consideration received by such Member; provided, further, that no Member that is not providing services to the Company or its Subsidiaries shall be required to agree to any non-competition, non-solicitation or other similar restrictive covenant, and no Member shall be required to covenant to provide services to any purchaser in any Tag-Along Transaction, unless in either case such covenant is agreed to in writing by such Member. Subject to the terms of this Section 7.03, if (A) any Tag-Along Offeree declines its Tag-Along Right or fails to timely return a Tag-Along Response Notice (such Member, a "Non-Tagging Person") or (B) any Tagging Person refuses to agree to the terms described in the previous sentence or otherwise fails to Transfer any Units offered to be included by such Tagging Person in the proposed Tag-Along Sale, such Non-Tagging Person or Tagging Person shall be deemed to have waived any right to participate in the Tag-Along Sale.

(f) Inclusion in Tag-Along Sale. The Tag-Along Seller shall attempt to obtain the inclusion in the proposed Tag-Along Sale of the entire number of Units which each of the Tagging Persons requested to have included in the Tag-Along Sale (as evidenced in the case of the Tag-Along Seller by the Tag-Along Notice and in the case of each Tagging Person by such Tagging Person's Tag-Along Response Notice). In the event the Tag-Along Seller shall be unable to obtain the inclusion of such entire number of Units in the proposed Tag-Along Sale, the Tag-Along Seller and each Tagging Person shall be allocated a number of Units equal to the product of (i) the aggregate number of Units that such Tag-Along Purchaser is willing to acquire in the proposed Tag-Along Sale multiplied by (ii) a fraction, the numerator of which shall be equal to the number of Units offered to be included by such Tagging Person (or proposed, in the case of the Tag-Along Seller) and the denominator of which shall be the aggregate number of Units offered to be included in such Tag-Along Sale by the Tag-Along Seller and all Tagging Persons.

(g) Termination of Tag-Along Notice. If, at the end of a one-hundred eighty (180) day period after the date of receipt of the Tag-Along Notice (which one-hundred eighty (180) day period shall be extended if any of the transactions contemplated by the Tag-Along Offer are subject to regulatory approval, until the expiration of five (5) days after all such approvals have been received, but in no event later than two-hundred forty (240) days after the date of receipt of the Tag-Along Notice), the Tag-Along Seller has not completed the Transfer of all such Tag-Along Offered Units on substantially the same terms and conditions set forth in the Tag-Along Notice (but as to price, the terms shall be exactly the same), the Tag-Along Seller shall (i) promptly return to the Tagging Persons any documents in the possession of the Tag-Along Seller executed by the Tagging Persons in connection with the proposed Tag-Along Sale, and (ii) not conduct any Transfer of Units without again complying with this Section 7.03. The Tag-Along Seller shall not be obligated to consummate any proposed Tag-Along Sale and it shall have the sole and absolute discretion to elect to discontinue any proposed Tag-Along Sale at any time (whether prior to or following the delivery of a Tag-Along Notice or otherwise) and, notwithstanding anything to the

contrary contained in this Section 7.03 there shall be no liability on the part of the Tag-Along Seller to the Tagging Persons or any other Person if the Transfer of Units pursuant to this Section 7.03 is not consummated for whatever reason.

(h) Sharing of Costs. Each Tagging Person will bear (i) his, her or its *pro rata* share (based on the relative amount of consideration received by such Member in such Tag-Along Sale) of any costs and expenses incurred in connection with any proposed Tag-Along Sale to the extent such costs are incurred for the benefit of all Members participating in the Tag-Along Sale, including all attorneys' fees and charges, all accounting fees and charges and all finders, brokerage or investment banking fees, charges or commissions and (ii) any additional costs incurred by such Member in connection with the sale of Units to the extent incurred for his, her or its own benefit (and not for the benefit of all Members participating in the Tag-Along Sale) in connection with any proposed Tag-Along Sale.

(i) Consideration Securities. Notwithstanding the foregoing provisions of this Section 7.03, in the event the consideration to be paid in connection with a Tag-Along Sale includes any Securities ("Consideration Securities"), and the receipt thereof by a Member would require under applicable Law (i) the registration or qualification of such Consideration Securities or of any Person as a broker or dealer or agent with respect to such Consideration Securities, or (ii) the provision of any information regarding the Company, such Consideration Securities or the issuer thereof, such Member shall not have the right to Transfer Units to the Tag-Along Purchaser in such Tag-Along Sale.

(j) Non-Applicability. The provisions of this Section 7.03 shall not apply to any proposed Transfer of Units (i) in a Drag-Along Transaction which is consummated in accordance with Section 7.04, or (ii) by a Tag-Along Seller to a Permitted Transferee of such Tag-Along Seller, (iii) pursuant to Section 7.05(e).

Section 7.04 Drag-Along Rights.

(a) Drag-Along Transaction. If the Company receives or Members holding a majority of the Common Units (the "Drag-Along Members") receive an indication of interest from a Person who is not an Affiliate of any Drag-Along Member to consummate a Change in Control or SPAC Transaction (a "Sale Proposal"), and the Sale Proposal is approved by the Drag-Along Members (a "Drag-Along Transaction"), then the Company or the Drag-Along Members may send a written notice to all Members stating that such Drag-Along Transaction has been so approved ("Drag-Along Transaction Notice"). Upon receipt of the Drag-Along Transaction Notice, each Member shall be obligated to, and shall sell, Transfer and deliver, or cause to be sold, transferred and delivered, all of the Units held by such Member and its Permitted Transferees in the Drag-Along Transaction for an amount per Unit that equals the amount per Unit that such Member would be entitled to receive in a hypothetical sale of all Units of the Company for an aggregate sale price of the Fair Market Value as of the date of such Transfer, pursuant to the distribution waterfall in Section Section 5.01 as reasonably determined by the Board based on the price per Unit applicable in the Sale Proposal. Furthermore, each Member shall take all necessary action in connection with the Drag-Along Transaction, including entering into agreements reflecting the terms of the Sale Proposal, bearing their proportionate share of any escrows, holdbacks or adjustments in respect of the purchase price or indemnification obligations, providing appropriate documents evidencing

ownership of the Units, giving any customary and reasonable representations and warranties and executing and delivering any agreements, certificates or other documents, reasonably requested by the purchaser and their counsel, to cause the Company to consummate such Drag-Along Transaction; provided, however, that no Member shall be required to provide indemnification obligations unless such are several and not joint with any other Person, a Member's indemnification obligations will be proportionate to the consideration such Member is entitled to receive in the Drag-Along Transaction (except with respect to representations, warranties and covenants that are specific to a Member) and will not exceed the actual consideration received by such Member, and no Member will be required to make any representation, warranty or covenant unless the Drag-Along Members are required to make substantially the same representation, warranty or covenant; provided, further, that no Member that is not providing services to the Company or its Subsidiaries shall be required to agree to any non-competition, non-solicitation or other similar restrictive covenant, and no Member shall be required to covenant to provide services to any purchaser in any Drag-Along Transaction, unless in either case such covenant is agreed to in writing by such Member.

(b) Sharing of Costs. All reasonable costs and expenses incurred by the Company, the Drag-Along Members and the other Members in connection with any proposed Drag-Along Transaction (whether or not consummated) to the extent incurred for the benefit of all Members, including all attorneys' fees and charges, all accounting fees and charges and all finders, brokerage or investment banking fees, charges or commissions, shall be paid by the Company. To the extent such costs are not incurred by the Company prior to the distribution to the Members of the consideration from any Drag-Along Transaction or by the acquiring Person, such costs shall be borne by each Member according to his, her or its *pro rata* share (based upon the amount of consideration received by such Member in the Drag-Along Transaction) of the costs of any Drag-Along Transaction.

(c) No Liability. Notwithstanding anything contained in this Section 7.04, there shall be no liability on the part of the Company or the Drag-Along Members to the other Members if the Drag-Along Transaction is not consummated for whatever reason, regardless of whether the Company has delivered a Drag-Along Transaction Notice.

(d) Consideration Securities. The obligations of the Members with respect to the Drag-Along Transaction are subject to the condition that, upon the consummation of the Drag-Along Transaction, all of the Members of a particular class or series of Units shall receive (or shall have the option to receive) the same form of consideration for such class or series of Units, as the case may be, and the same per Unit amount of consideration for such class or series of Units. Notwithstanding the foregoing, in the event the consideration to be paid in exchange for Units in a Drag-Along Transaction includes Consideration Securities, and the offer thereof to, or receipt thereof by, a Member would require under applicable Law: (i) the registration or qualification of such Consideration Securities or of any Person as a broker or dealer or agent with respect to such Consideration Securities or (ii) the provision to any Member of any information other than such information as would be required under Regulation D under the Securities Act in an offering made pursuant to Regulation D solely to accredited investors (as defined therein), the Company shall be obligated only to use its reasonable efforts to cause the requirements under Regulation D to be complied with to the extent necessary to permit such Member to be offered and receive such Consideration Securities, it being understood and agreed that neither the Drag-Along Members

nor the Company shall be under any obligation to effect a registration of such Consideration Securities under the Securities Act or similar statutes unless the Consideration Securities issued to the Drag-Along Members are so registered. Notwithstanding anything to the contrary contained herein, if the use of reasonable efforts does not result in the requirements under Regulation D being complied with to the extent necessary to permit such Member to be offered or receive such Consideration Securities, the Company shall cause to be paid to such Member in lieu thereof, an amount in cash equal to the Fair Market Value of such Units as of the date such Consideration Securities would have been issued in exchange for such Units. The obligation of the Company to use reasonable efforts to cause such requirements to have been complied with to the extent necessary to permit such a Member to be offered or receive such Securities shall be conditioned on such Member executing such documents and instruments, and taking such other actions (including if required by the Drag-Along Members or the Company, agreeing to be represented during the course of such transaction by a “purchaser representative” (as defined in Regulation D) in connection with evaluating the merits and risks of the prospective investment and acknowledging that he was so represented), as the Company or the Drag-Along Members shall reasonably request in order to permit such requirements to be complied with.

(e) Waiver of Appraisal Rights. Each Member agrees not to demand or exercise appraisal, dissenters’ or other similar rights under any applicable limited liability company Law or other applicable Law with respect to a transaction subject to this Section 7.04 or otherwise and hereby waives any such appraisal or dissenters’ rights.

(f) Proxy. Each Member hereby irrevocably grants the Board a proxy in favor of the Company to take any action to consummate any of the actions contemplated by this Section 7.04 (including to vote such Member’s Units in favor of any action contemplated hereby), which proxy is irrevocable, coupled with an interest and shall survive until the expiration of the provisions of this Section 7.04.

Section 7.05 Preemptive Rights.

(a) Right to Purchase. Except for Permitted Issuances, if at any time prior to a Public Offering the Company or any of its Subsidiaries desires to (i) issue any Equity Securities (“Preemptive Equity Securities”) of the Company or any of its Subsidiaries to any Person or (ii) incur any Indebtedness for borrowed money (A) from a Member or an Affiliate of such Member or (B) in a Distressed Financing (all Indebtedness of the type referred to in clause (ii) “Preemptive Debt”), the Company hereby grants (y) each Member that is an “accredited investor” within the meaning of Rule 501 under Regulation D of the Securities Act or a “qualified institutional buyer” (as defined in Rule 144A of the Securities Act) with a Percentage Interest of at least five percent (5%) (the “Preemptive Equity Rights Members”), the right to purchase up to that number of Preemptive Equity Securities equal to the number of Preemptive Equity Securities which the Company, from time to time, proposes to sell or issue, following the date hereof, multiplied by a fraction, the numerator of which is the number of Common Units held by such Preemptive Equity Rights Member at the time of issuance and the denominator of which is the aggregate number of Common Units held by all Preemptive Equity Rights Members at such time, and (z) each KKR Member, Guggenheim Member and Caspian Member (the “Preemptive Debt Rights Members,” and collectively with the Preemptive Equity Rights Members, the “Preemptive Rights Members”) the right to participate pro rata in such provision of Preemptive Debt in accordance with their

respective Percentage Interests. Any KKR Member, Guggenheim Member or Caspian Member may assign all or a portion of its rights and obligations under this Section 7.05(a) to any other KKR Entity, Guggenheim Entity or Caspian Entity, respectively.

(b) Notice from the Company. In the event the Company proposes to issue Preemptive Equity Securities or incur Preemptive Debt, the Company shall give the applicable Preemptive Rights Members written notice of such proposal, describing: (i) in the case of Preemptive Equity Securities, the type of Preemptive Equity Securities and the price and the principal terms upon which the Company proposes to issue the same, and (ii) in the case of Preemptive Debt, the applicable interest rate and any other material terms relevant to such Preemptive Debt. For a period of ten (10) Business Days following the delivery of such notice by the Company, the Company shall be deemed to have offered to the applicable Preemptive Rights Members: (i) in the case of Preemptive Equity Securities, to sell the number of Preemptive Equity Securities calculated in accordance with Section 7.05(a) hereof for the price and upon the terms specified in the notice, and (ii) in the case of Preemptive Debt, to participate pro rata in the provision of such Preemptive Debt calculated in accordance with Section 7.05(a) hereof with the interest rate and upon the terms specified in the notice. Each applicable Preemptive Rights Member may exercise its preemptive rights hereunder by giving written notice to the Company and stating therein the quantity of Preemptive Equity Securities to be purchased or the amount of Preemptive Debt to provide, as applicable. Each such applicable Preemptive Rights Member shall have the additional right to offer in such notice to (i) in the case of Preemptive Equity Securities, to purchase any Preemptive Equity Securities not accepted for purchase by any other Preemptive Equity Rights Member or (ii) provide any additional Preemptive Debt not accepted for provision by any other Preemptive Debt Rights Member, in which event such Preemptive Equity Securities or Preemptive Debt, as applicable, not accepted by such other applicable Preemptive Rights Member shall be deemed to have been offered to and accepted by the Members exercising such additional right under this paragraph (b) pro rata calculated in accordance with Section 7.05(a) (determined without regard to those Preemptive Rights Members not electing to (x) purchase their full respective amount or (y) participate up to their full respective pro rata proportion, as applicable, under the foregoing paragraph (a)), on the same terms and conditions as those specified in the notice from the Company, but in no event shall any such electing Preemptive Rights Member be allocated (x) a number of Preemptive Equity Securities in excess of the maximum number of Preemptive Equity Securities such Member has elected to purchase in its notice to the Company or (y) to fund an amount of Preemptive Debt in excess of the maximum amount of Preemptive Debt such Member has elected to provide in its notice to the Company.

(c) Sale by the Company. In the event any Preemptive Rights Member fails to exercise in full its preemptive right within said ten (10) day period, the Company shall have one hundred twenty (120) days thereafter to (i) sell the Preemptive Equity Securities or (ii) incur the Preemptive Debt, as applicable, with respect to which the preemptive right was not exercised, at a price and upon terms no more favorable to the purchasers thereof than specified in the Company's notice given pursuant to Section 7.05(b).

(d) Closing. The closing for any such issuance shall take place as proposed by the Company. The Company shall be under no obligation to consummate any (i) proposed issuance of Preemptive Equity Securities or (ii) proposed incurrence of Preemptive Debt, nor shall there be any liability or obligation on the part of the Company or any other Person, if the Company does

not consummate any proposed issuance of Preemptive Equity Securities or proposed incurrence of Preemptive Debt for whatever reason, regardless of whether it shall have delivered a written notice in respect of such proposed issuance or proposed incurrence.

(e) Immediate Purchase. Notwithstanding the foregoing, the Company may proceed with any issuance or incurrence without having complied with the provisions of this Section 7.05 (other than this Section 7.05(e)); provided, however, that the Company shall promptly following such issuance of Preemptive Equity Securities or incurrence of Preemptive Debt, as applicable, offer to each applicable Preemptive Rights Member such (i) number of Preemptive Equity Securities of the type issued in such issuance as may be requested by such Preemptive Equity Rights Member (not to exceed the number of Preemptive Equity Securities that is sufficient to give such Preemptive Equity Rights Member the same Percentage Interest in the Company, after taking into account such issuance and any further issuances pursuant to this Section 7.05(e), as it would have had if the Company had given notice pursuant to, and such Preemptive Equity Rights Member had exercised its rights in full under, Section 7.05(a) on substantially the same terms and conditions with respect to such Preemptive Equity Securities as the subscribers in the issuance received, and keep such offer open for a period of ten (10) days, during which period, each such Preemptive Equity Rights Member may accept such offer by sending a written acceptance to the Company committing to purchase an amount of such Preemptive Equity Securities (not to exceed the amount specified in the offer made pursuant to this Section 7.05(e)), or (ii) amount of Preemptive Debt of the type incurred by the Company or its Subsidiaries as may be requested by such Preemptive Debt Rights Member (not to exceed the amount of Preemptive Debt that is sufficient to give such Preemptive Debt Rights Member its pro rata proportion of such Preemptive Debt as it would have had if the Company had given notice pursuant to, and such Preemptive Debt Rights Member had exercised its rights in full under, Section 7.05(a) on substantially the same terms and conditions with respect to such Preemptive Debt as the lenders in such issuance received, and keep such offer open for a period of ten (10) days, during which period, each such Preemptive Debt Rights Member may accept such offer by sending a written acceptance to the Company committing to fund an amount of such Preemptive Debt (not to exceed the amount specified in the offer made pursuant to this Section 7.05(e)). Notwithstanding the foregoing, the Company shall be deemed to have complied with this Section 7.05, including this Section 7.05(e), if the Company issues Preemptive Equity Securities to any purchaser, or if any issuer provides Preemptive Debt, then so long as such purchaser or issuer agrees in writing to reasonably promptly thereafter offer to (at no additional cost and with no additional fees to the applicable Preemptive Rights Members exercising their rights under this Section 7.05(e) than had they been permitted to exercise their preemptive rights under Section 7.05(a)) (i) sell, and sells, such number of Preemptive Equity Securities to each Preemptive Equity Rights Member, or (ii) allow, and allows, such Preemptive Debt Rights Member to provide such amount of Preemptive Debt that, in each case, would be necessary to effectuate the intent of this Section 7.05.

(f) Compliance with Law. Notwithstanding the foregoing, in the event that the participation by any Member that is a Preemptive Equity Rights Member in a sale by the Company of Preemptive Equity Securities would require under applicable Law (i) the registration or qualification of such securities or of any Person as a broker or dealer or agent with respect to such Securities or (ii) the provision to any Preemptive Equity Rights Member of any information regarding the Company or such Securities, such Member shall not have the right to purchase Preemptive Equity Securities pursuant hereto and shall not be included in the definition of

Preemptive Equity Rights Member for purposes of determining the number of Preemptive Equity Securities the other Preemptive Equity Rights Members are entitled to purchase pursuant to Section 7.05(a), unless otherwise authorized by the Board. Without limiting the foregoing, it is understood and agreed that the Company shall not be under any obligation under this Section 7.05 to effect a registration of such Securities under the Securities Act or similar state or other statutes.

Section 7.06 Call Rights and Forfeiture. Except as otherwise agreed between the Company and a Member in a separate written agreement:

(a) (i) Upon any Member (or its Related Individual) ceasing to be employed by, or provide services to, the Company and all of its Subsidiaries (such Member, an “Exiting Member”) for any reason (the reason for the termination of such employment, the “Termination Event” and the date of such termination, the “Termination Date”), the Company shall have the right (but not the obligation) during the Call Period to notify an Exiting Member of its election to repurchase, and if such right is exercised, such Exiting Member shall sell, and shall cause any Permitted Transferees to sell (and such Permitted Transferees shall sell), to the Company, after giving effect to the Termination Event (including any forfeiture, lapse or applicable provisions of any applicable incentive award agreement and employment, service or similar agreement), some or all (as determined by the Board) of the Units owned by such Exiting Member and its Permitted Transferees (with respect to any such Units formerly owned by such Exiting Member) (the “Termination Securities”) at the price per Termination Security (the “Repurchase Price”) as set forth in Section 7.06(c) for any Termination Security. For the avoidance of doubt, (A) neither the right of a Member (or its Related Individual) to continue to serve as a member of the Board nor such service thereon shall constitute such Member (or its Related Individual) providing services to the Company and its Subsidiaries for purposes of this Section 7.06 and (B) unless otherwise set forth in any applicable employment, service or similar agreement, if following any Termination Event the Exiting Member breaches any applicable Protective Agreement that is not cured within thirty (30) days of delivery of written notice of the same from the Company, any Common Units owned by such Member (or its Related Individual) shall be subject to repurchase during the Call Period pursuant to this Section 7.06.

(ii) With respect to each Termination Security, the Company shall notify an Exiting Member and/or such Exiting Member’s Permitted Transferees, if applicable, in writing, within the Call Period with respect to such Termination Security, whether the Company intends to exercise its right to purchase such Termination Security (the date on which an Exiting Member is so notified, the “Call Notice Date”).

(b) The closing of the purchase of Termination Securities pursuant to Section 7.06(a) shall take place at the principal office of the Company on the date chosen by such purchaser, which date shall, except as may be reasonably necessary to determine the Repurchase Price, in no event be more than thirty (30) days after the Call Notice Date. At such closing, (i) the Company shall pay the Exiting Member and/or such Exiting Member’s Permitted Transferees, as applicable, the aggregate Repurchase Price by wire transfer of immediately available funds (subject to Section 7.06(c)), and (ii) the Exiting Member and/or such Exiting Member’s Permitted Transferees, as applicable, shall Transfer the Termination Securities to the Company free and clear of any lien or encumbrance (other than any applicable liens or encumbrances under applicable securities Laws and any liens or encumbrances under this Agreement or any of the other

agreements between any such Exiting Member and/or such Exiting Member's Permitted Transferees, on the one hand, and the Company and/or any of its Affiliates, on the other hand), with any documentation reasonably requested by the Company to evidence such Transfer. The Transfer of the Termination Securities and the acceptance of the aggregate Repurchase Price by any Person selling such Termination Securities pursuant to this Section 7.06 shall be deemed a representation and warranty by such Person that: (A) such Person has full right, title and interest in and to such Termination Securities; (B) such Person has all necessary power and authority and has taken all necessary action to sell such Termination Securities as contemplated; and (C) such Termination Securities are free and clear of any and all liens or encumbrances (other than any applicable liens or encumbrances under applicable securities Laws and any liens or encumbrances or Transfer restrictions under this Agreement or any of the other agreements between any such Exiting Member and/or such Exiting Member's Permitted Transferees, on the one hand, and the Company and/or any of its Affiliates, on the other hand). The Exiting Member shall cause its Permitted Transferees to comply with the terms of this Section 7.06 (as applicable, if such Permitted Transferees hold any Termination Securities subject to the repurchase right hereunder) and shall be liable for any breaches by any of its Permitted Transferees of the terms of this Section 7.06 (as applicable).

(c) The Repurchase Price of a Termination Security shall be:

(i) if the Termination Event was a termination by the Company or any of its Subsidiaries for Cause or a resignation by the Exiting Member when grounds for Cause exists, the lower of (A) the Fair Market Value on the Call Notice Date of such Termination Security and (B) the excess, if any, of (x) the cost of such Termination Security, less (y) all distributions to or for the benefit of the Exiting Member in respect of such Termination Security; and

(ii) if the Termination Event was for any reason other than a termination by the Company or any of its Subsidiaries for Cause or a resignation by the Exiting Member when grounds for Cause exists, the Fair Market Value on the Call Notice Date of such Termination Security.

(d) In the event that the Company exercises a repurchase right pursuant to Section 7.06(a), the Company shall pay the Repurchase Price in cash; provided, however, that, the Company may issue a promissory note (i) on which interest will accrue on the principal thereof at a rate equal to the lowest of eight percent (8%) per annum or the applicable federal rate for instruments of like term and maturity, (ii) on customary terms and conditions for instruments of like type and maturity, including an acceleration of maturity upon a Change in Control and (iii) for which the maturity date does not exceed five (5) years from the date of issuance of such promissory note, or any combination of cash and/or a promissory note of the type described.

Section 7.07 Registration Rights.

(a) Registration Rights Agreement. Prior to or concurrently with the consummation of an Initial Public Offering or SPAC Transaction, the Company and each Member shall enter into a customary registration rights agreement which will, among other things, provide for (i) customary unlimited demand registration rights to the Majority Member on form S-1 or

form S-3 (if available) subject to customary size and other limitations, (ii) one (1) customary demand registration right to each of (a) the KKR Members (only to the extent the KKR Members are not the Majority Member), (b) the Guggenheim Members and (c) the Caspian Members holding Registrable Securities to cause the Company to file a registration statement on form S-1 (only at such time that the Company is not eligible to file a registration statement on form S-3) subject to customary size and other limitations, (iii) customary unlimited demand registration rights to each of (a) the KKR Members (only to the extent the KKR Members are not the Majority Member), (b) the Guggenheim Members and (c) the Caspian Members holding Registrable Securities to cause the Company to file registration statements on form S-3 (if available) subject to customary size and other limitations, (iv) customary unlimited piggyback registration rights to the Members holding Registrable Securities subject to (A) customary exclusions for certain registrations of Securities by the Company and (B) pro rata cutbacks at the discretion of the Board or the underwriters of the Company, in consideration of prevailing market conditions, or non pro rata cutbacks if the underwriters of such Public Offering determine that marketing factors require further cutbacks from Members that are employees of the Company or its Subsidiaries, and (v) indemnification by the Company against any and all losses, damages or liabilities incurred by the Members related to or resulting from any untrue statement of material fact (or omission of any material fact) contained in any registration statement, prospectus or preliminary prospectus. For the avoidance of doubt, no Members will have piggyback registration rights (including any notice thereof) in connection with a non-marketed underwritten offering (e.g., block trade) of Securities.

(b) Market Standoff. Each Member hereby agrees that it will not, without the prior written consent of the managing underwriter(s), during the period commencing on the date of the final prospectus relating to the registration by the Company of Common Units or any other Equity Securities under the Securities Act on a registration statement on Form S-1 or Form S-3, and ending on the date reasonably requested by the managing underwriter(s) (such period not to exceed one hundred eighty (180) days in the case of an Initial Public Offering, or ninety (90) days in the case of any subsequent Public Offering), subject to customary exceptions, sell any Equity Securities (other than as part of such underwritten Public Offering) of the Company during such time period. Other than in connection with an Initial Public Offering, the foregoing provisions of this Section 7.07 shall not apply to any Member that is not participating in such underwritten offering. Notwithstanding anything to the contrary contained in this Section 7.07, any such lock-up agreement shall permit sales of equity in accordance with a plan established pursuant to Rule 10b5-1(c) promulgated under the Securities Exchange Act of 1934. The underwriters in connection with such registration are intended third party beneficiaries of this Section 7.07 and shall have the right, power and authority to enforce the provisions hereof as though they were a Party hereto. Each Member further agrees to execute such agreements as may be reasonably requested by the underwriters in connection with such registration that are consistent with this Section 7.07 or that are necessary to give further effect thereto.

(c) Other Registration Rights Agreements. The Company will not enter into any agreement or arrangement that is inconsistent with this Section 7.07 and will not allow any holder of Common Units or other Securities of the Company convertible, exercisable or exchangeable into Common Units to enter into any registration rights agreement that is more favorable in any material respect to the rights to be granted to the Members pursuant to this Section 7.07. For the avoidance of doubt, granting a Person registration rights that would have priority over the Registrable Securities with respect to the inclusion of such Securities in any registration

would constitute granting registration rights to such Person on a basis that is more favorable in a material respect with respect to the rights granted to the holders of Registrable Securities and would require the prior written consent of the Majority Member.

(d) Roll-Up Transaction in Connection with an Initial Public Offering. Each of the Members hereby agrees that it will, at the expense of the Company, take such action and execute such documents (including such agreements as are necessary to memorialize substantially the same terms governing the conduct of the parties in connection with and following an Initial Public Offering as are contained in this Agreement) as may reasonably be requested by the Company to effect such Initial Public Offering, including (i) a conversion of the Company in accordance with Delaware Law to a corporation or such other capital structure as the Board may determine (including the contribution of all of the Equity Securities of the Company into a newly formed domestic corporation), (ii) distribution of shares or other equity interests of any Subsidiary of the Company to the Members, (iii) moving the Company, or any successor or Subsidiary of the Company, to another jurisdiction to facilitate any of the foregoing, or (iv) taking such other steps as may be reasonably necessary to create a suitable vehicle for an offering, including a merger or consolidation of the Company with any of its Subsidiaries (the Company, or any successor to the Company by way of conversion or restructuring, or parent of the Company, or any of their respective Subsidiaries, or other resulting Entity, the “IPO Issuer”), in each case substantially concurrently with the closing of the Initial Public Offering (a “Roll-Up Transaction”); provided, that, in connection with any such Roll-Up Transaction, the Members shall be entitled to receive that value of common stock of the successor corporation of the Company, if any, whose shares of common stock are being sold in connection with such Initial Public Offering as equals the amount such Member would be entitled to receive, relative to the Units or other Equity Securities which such Member held in the Company immediately prior to such Roll-Up Transaction, under Section Section 8.03 if a liquidation of the Company had occurred immediately prior to the consummation of such Initial Public Offering with the proceeds in such liquidation equal in amount to the implied aggregate equity valuation of such corporation immediately prior to the consummation of such Initial Public Offering; provided, further, that the shares of common stock received by each such Member shall as nearly as practicable provide such Member with the same economic rights, subject to the same restrictions, obligations and limitations, including the terms of vesting (if applicable), as such Member was entitled to prior to such Roll-Up Transaction. Prior to Initial Public Offering, each Member agrees to enter into a registration rights agreement with the Company reflecting the terms in this Section Section 7.07 and other customary terms.

For purposes of this Article VII, the term (i) “Company” means the Company or any corporation into which the Company is converted pursuant to this Section 7.07 in connection with an Initial Public Offering, (ii) “Member” means any Member or, if the Company is converted into a corporation pursuant to this Section 7.07 in connection with a Initial Public Offering, any Person that holds shares of common stock in such corporation that was issued such common stock in connection with such conversion, and (iii) “Majority in Interest” means a Majority in Interest or, if the Company is converted into a corporation pursuant to this Section 7.07 in connection with a Initial Public Offering, the affirmative vote of Members (or Members in any class of Members, as applicable) representing more than fifty percent (50%) of the aggregate shares of common stock held by all Members.

Section 7.08 Bankruptcy, Dissolution or Death of a Member. The Bankruptcy, dissolution, winding-up, liquidation or death of a Member shall not cause a dissolution of the Company, but the rights of such Member to receive distributions and to Transfer its Interest pursuant to Section 7.01 hereof shall, on the happening of such an event, devolve on its successor, administrator or other legal representative for the purpose of settling its estate or administering its property, subject to the terms and conditions of this Agreement, and the Company shall continue as a Company. Such successor or representative, however, shall become a substitute Member only as provided in Section 7.01(c) hereof with respect to a transferee of such Member's Interest. The successor or estate of such Member shall be liable for all the obligations of such bankrupt, dissolved, wound-up, liquidated or deceased Member.

Section 7.09 Termination. The terms, conditions and obligations set forth in Section 4.01 (with respect to any Manager designation or Observer designation rights only), Section 4.04, Section 6.01(b) and (c), Section 7.01 through 7.05 and Section 7.07 shall terminate and be of no further force and effect following an Initial Public Offering or SPAC Transaction.

ARTICLE VIII **DISSOLUTION; LIQUIDATION**

Section 8.01 Dissolution. The Company shall be dissolved and its affairs wound up on the first to occur of any of the following events:

- (a) the decision of the Board to dissolve the Company; or
- (b) any other event sufficient under the Act to cause the dissolution of the Company.

Dissolution of the Company shall be effective as of the date on which the event occurs giving rise to the dissolution and all Members shall be given prompt notice thereof in accordance with Article X hereof, but the Company shall not terminate until the assets of the Company have been distributed as provided for in Section 8.03. Notwithstanding the dissolution of the Company, prior to the termination of the Company, the business, assets and affairs of the Company shall continue to be governed by this Agreement.

Section 8.02 Final Accounting. Upon the dissolution of the Company, a proper accounting shall be made from the date of the last previous accounting to the date of dissolution.

Section 8.03 Liquidation.

(a) Procedures; Reserves. Subject to Section 5.01(a), upon dissolution of the Company, the Board or, if one is appointed, an authorized liquidating trustee, shall wind up the Company's affairs. Upon termination and dissolution of the Company and liquidation of its assets, the Board or liquidating trustee, as the case may be, shall apply the Company's assets to the payment of all liabilities owing to creditors in accordance with the applicable Law. The Board or liquidating trustee, as the case may be, shall set up such reserves as it deems reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company. Said reserves may be paid by the Board or liquidating trustee, as the case may be, upon dissolution to a bank or trust company to be held in escrow for the purpose of paying any such contingent or unforeseen

liabilities or obligations and, at the expiration of such period or occurrence of such events as the Board or liquidating trustee, as the case may be, may in establishing such reserves deem advisable, such reserves shall be distributed to the Members or their assigns in the manner set forth in Section 5.01(a).

(b) Distribution In Kind. The Board or liquidating trustee shall determine whether any assets of the Company shall be liquidated through sale or shall be distributed in kind. A distribution in kind of an asset to a Member shall be considered, for the purposes of this Article VIII, a distribution in an amount equal to the Fair Market Value of the assets so distributed as determined by the Board or liquidating trustee in its reasonable discretion.

Section 8.04 Cancellation of Certificate. Upon the completion of the distribution of Company Assets as provided in Section 8.03, the Company shall be terminated and the Person acting as liquidator shall cause the cancellation of the Certificate and shall take such other actions as may be necessary or appropriate to terminate the Company.

ARTICLE IX **AMENDMENTS**

Section 9.01 Amendments. Any provision of this Agreement may be amended, modified or waived with the written approval of the Board and the Super Majority in Interest; provided, however, that no such amendment, modification or waiver shall materially and adversely affect the rights hereunder of any Member in a manner that is disproportionate to the effect on the Members as a whole (provided, in no event shall the authorization or issuance of any Units or other Equity Securities be deemed to materially and adversely affect the rights hereunder of any Member in a manner that is disproportionate to the effect on the Members as a whole) without the prior written consent of such affected Member; provided, further, that no such amendment, modification or waiver shall materially and adversely affects the rights of any Member under any material provision of Section 4.01(a)(i) (Board Designation Rights), Section 6.01 (Books and Records), Section 7.01 (Transfers), Section 7.02 (Right of First Offer), Section 7.03 (Tag-Along Rights), Section 7.04 (Drag-Along Rights), Section 7.05 (Preemptive Rights), or this Section 9.01 (Amendments) without the prior written consent of such affected Member or Members.

Section 9.02 Amendments by the Board. Notwithstanding anything in Section 9.01 to the contrary, the Board, without the consent or approval at any time of the Majority in Interest or any Member (each Member, by executing this Agreement, being deemed to consent to any such amendment), may amend any provision of this Agreement or the Certificate, and may execute, swear to, acknowledge, deliver, file and record all documents required or desirable in connection therewith, to reflect:

(a) Change in Name or Location. A change in the name of the Company or the location of the principal place of business of the Company;

(b) Change in Members. The admission, dilution, substitution, termination or withdrawal of any Member in accordance with the provisions of this Agreement, including to update Schedule I (as may be maintained by the Company's designated agent in electronic format) or Schedule II;

(c) Qualification to do Business. A change that is necessary to qualify the Company as a Company or a Company in which the Members have limited liability;

(d) Changes Which are Inconsequential, Curative or Required. A change that is:

(i) of an inconsequential nature and does not adversely affect any Member in any material respect;

(ii) does not adversely affect any Member in any material respect and is necessary or desirable to cure any ambiguity or to correct any provisions of this Agreement;

(iii) required or specifically contemplated by this Agreement; or

(iv) necessary to reflect the current Capital Contributions and number of Units or other Equity Securities held by each Member following any change to such items in accordance with the provisions of this Agreement.

(e) Changes in Connection with the Issuance of Securities. A change to reflect the issuance, terms, provisions, rights, participation or other characteristics of Units or other Equity Securities (or of the Members holding such Units or Equity Securities) issued by the Company in accordance with the terms of this Agreement.

(f) Changes Under Applicable Law. A change in any provision of this Agreement which requires any action to be taken by or on behalf of the Company pursuant to the requirements of the Act or any other applicable Law if the provisions of applicable Law are amended, modified, or revoked so that the taking of such action is no longer required, in each case, so long as such change does not adversely affect any Member in any material respect. The authority set forth in this Section 9.02(f) shall specifically include the authority to make such amendments to this Agreement and to the Certificate as the Board deems necessary or desirable in the event that the Act or any other applicable Law is amended, or eliminate or change any provision now in effect, in each case, so long as such change does not adversely affect any Member in any material respect.

ARTICLE X **NOTICES**

Section 10.01 Method for Notices. In the event a notice or other document is required to be sent hereunder to the Company or to any Member or legal representative of a Member, such notice or other document shall be in writing and shall be considered given and received, in all respects (a) on the day transmitted when personally delivered or when sent by electronic mail (with evidence of transmission) or (b) on the next Business Day when sent by express or courier service. Such notice and document shall be addressed to the party entitled to receive such notice or other document at (i) in the case of the Company, [●], with a copy, which shall not constitute notice, c/o Weil, Gotshal & Manges LLP, 100 Federal Street, 34th Floor Boston, MA 02110, Attention: Michael Messina, michael.messina@weil.com and Gavin Westerman, gavin.westerman@weil.com, (ii) in the case of any Member and its respective legal representatives, at the addresses set forth on Schedule I (as may be maintained by the Company's

designated agent in electronic format), or (iii) at such other address as any such party shall request in a written notice sent to the Company. The Company or any Member or their respective legal representatives may effect a change of address for purposes of this Agreement by giving notice of such change to the Company, and the Company shall, upon the request of any such Person, notify the other Parties of such change in the manner provided herein. Until such notice of change of address is properly given, the addresses set forth herein shall be effective for all purposes.

ARTICLE XI **REPRESENTATIONS**

Section 11.01 Investment Purpose. Each Member hereby represents and warrants to the Company and each other Member that such Member:

(a) Is (x) an “accredited investor” within the meaning of Rule 501(a) under Regulation D of the Securities Act or (y) a “qualified institutional buyer” (as defined in Rule 144A of the Securities Act), and has (or, in the case of a trust, the trustee has) such knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risks of his, her or its investment in the Units, and such Member is capable of bearing the economic risks of such investment and is able to bear the complete loss of his, her or its investment in the Units;

(b) has acquired its Interest for itself for its own account and not for the purpose of resale or distribution thereof in violation of applicable securities Laws;

(c) has been advised and understands that such Interest has not been registered under the Securities Act or any applicable state securities Laws and, **UNLESS SO REGISTERED, CANNOT BE OFFERED, SOLD, TRANSFERRED OR OTHERWISE DISPOSED OF EXCEPT PURSUANT TO AN EXEMPTION FROM OR IN A TRANSACTION NOT SUBJECT TO THE REGISTRATION REQUIREMENTS OF the Securities Act and all applicable state securities Laws;**

(d) has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of its investment in the Company;

(e) is able to bear the economic risk of an investment in the acquired Interests for an indefinite period of time, has no present need for liquidity in his or her investment in the acquired Interests, understands that it may not be able to liquidate its Interests in an emergency, if at all, and, at the present time, can afford a complete loss of the investment; and

(f) the Company has made available to such Member, at a reasonable time prior to its acquisition of its Interest, the opportunity to ask questions and receive answers concerning the terms and conditions of such acquisition and to obtain any additional information which the Company possesses or can acquire without unreasonable effort or expense that is necessary to verify the accuracy of the information furnished by the Company in connection with such acquisition.

Section 11.02 General Representations. Each Member further represents and warrants to the Company and each other Member that, as of the signing of this Agreement:

- (a) if other than an individual, it is duly organized, validly existing and in good standing under the Laws of the jurisdiction where it purports to be organized;
- (b) unless disclosed to the Company in writing, it is a United States person (as defined in Section 7701(a) of the Code);
- (c) it has full power and authority to enter into and perform this Agreement;
- (d) all actions necessary on its part to authorize the signing and delivery of this Agreement, and the performance of obligations under it, have been duly taken by it;
- (e) this Agreement has been duly signed and delivered by a duly authorized officer or other representative of such Member (if such Member is not an individual) and constitutes the legal, valid and binding obligation of such Member enforceable in accordance with its terms (except as such enforceability may be affected by applicable Bankruptcy, insolvency or other similar Laws affecting creditors' rights generally, and except that the availability of equitable remedies is subject to judicial discretion);
- (f) no consent or approval of any other Person is required in connection with the signing, delivery and performance of this Agreement by such Member; and
- (g) the signing, delivery and performance of this Agreement do not violate the organizational documents of such Member (if such Member is not an individual), any material Contract to which such Member is a party or by which it is bound or any applicable Law.

Section 11.03 Independent Inquiry. Each Member acknowledges, agrees, represents and warrants that it has completed its own independent inquiry and has relied fully upon the advice of its own legal counsel, accountant, financial advisors and other advisors in determining the legal, tax, financial and other consequences of this Agreement and the Transactions and the suitability of this Agreement and the Transactions for such Member and its particular circumstances and has not relied upon any representations or advice by the Company or any other Member, other than as set forth herein or in any separate written agreement between such Member and any such other Person(s). Without limiting the generality of the foregoing, each Member acknowledges, agrees, represents and warrants that (a) it has completed its own independent inquiry as to the investment risks associated with its respective Interest, (b) any projections or assumptions as to potential returns that have previously been submitted to such Member by the Company or any other Person Affiliated with the Company are not guarantees of actual returns, (c) no representations, warranties or guarantees have been made to such Member as to the returns or performance of the Company by any of the Company or any other Person Affiliated with the Company and (d) it has received and reviewed a copy of any applicable documents relating to the Company.

ARTICLE XII

GENERAL PROVISIONS

Section 12.01 Governing Law. This Agreement, all questions concerning the construction, interpretation and validity of this Agreement, the rights and obligations of the Parties, all claims or causes of action (whether in Contract, tort or statute) that may be based upon, arising out of or related to this Agreement, and the negotiation, execution or performance of this Agreement

(including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter this Agreement) shall be governed by and construed and enforced in accordance with the Laws of the State of Delaware, including its statutes of limitations, without giving effect to any choice or conflict of Law provision or rule (whether in the state of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the state of Delaware and without regard to any borrowing statute that would result in the application of the statute of limitations of any other jurisdiction. In furtherance of the foregoing, the Laws of the State of Delaware will control even if under such jurisdiction's choice of Law or conflict of Law analysis, the substantive Law of some other jurisdiction would ordinarily or necessarily apply.

Section 12.02 Submission to Jurisdiction. Each Party irrevocably submits to the exclusive jurisdiction of the Chancery Court of the State of Delaware and any state appellate court therefrom within the State of Delaware (or if the Chancery Court of the State of Delaware declines to accept jurisdiction over a particular matter, any federal court sitting in the State of Delaware and any federal appellate court therefrom) for the purposes of any Proceeding based upon, arising out of or related to this Agreement or the Transactions. Each Party agrees to commence any such action, suit or Proceeding in the Chancery Court of the State of Delaware and any state appellate court therefrom within the State of Delaware (or if the Chancery Court of the State of Delaware declines to accept jurisdiction over a particular matter, any federal court sitting in the State of Delaware and any federal appellate court therefrom). Each Party hereto further agrees that service of any process, summons, notice or document by U.S. registered mail to such Party's respective address set forth above shall be effective service of process for any Proceeding in the state of Delaware with respect to any matters to which it has submitted to jurisdiction in this Section 12.02. Each Party irrevocably and unconditionally waives any objection to the laying of venue of any Proceeding based upon, arising out of or related to this Agreement or the Transactions in the Chancery Court of the State of Delaware and any state appellate court therefrom within the State of Delaware (or if the Chancery Court of the State of Delaware declines to accept jurisdiction over a particular matter, any federal court sitting in the State of Delaware and any federal appellate court therefrom), and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such Proceeding brought in any such court has been brought in an inconvenient forum.

Section 12.03 WAIVER OF JURY TRIAL. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED UPON, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY. EACH PARTY HERETO (I) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HERETO HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 12.03.

Section 12.04 Counterparts. This Agreement and any amendments to this Agreements may be executed in multiple counterparts, any one of which need not contain the signature of more

than one Party, but all such counterparts taken together will constitute one and the same instrument. Any counterpart, to the extent signed and delivered by means of a .PDF, DocuSign, or other electronic transmission, will be treated in all manner and respects as an original Contract and will be considered to have the same binding legal effects as if it were the original signed version of such Contract delivered in person. Minor variations in the form of the signature page to this Agreement, including footers from earlier versions of any such other document, will be disregarded in determining the effectiveness of such signature. At the request of any Party, each other Party will re-execute original forms of this Agreement and deliver them to all other Parties. No Party will raise the use of a .PDF, DocuSign, or other electronic transmission to deliver a signature or the fact that any signature or Contract was transmitted or communicated through the use of PDF, DocuSign, or other electronic transmission as a defense to the formation of a Contract and each such party forever waives any such defense.

Section 12.05 Construction; Headings. Whenever the feminine, masculine, neuter, singular or plural shall be used in this Agreement, such construction shall be given to such words or phrases as shall impart to this Agreement a construction consistent with the interest of the Members entering into this Agreement. As used herein, (a) “or” means “and/or” and (b) “including” or “include” means “including, without limitation.” The headings and captions herein are inserted for convenience of reference only and are not intended to govern, limit or aid in the construction of any term or provision hereof. It is the intention of the Parties that every covenant, term, and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any party (notwithstanding any rule of Law requiring an agreement to be strictly construed against the drafting party), it being understood that the Parties are sophisticated and have had adequate opportunity and means to retain counsel to represent their interests and to otherwise negotiate the provisions of this Agreement.

Section 12.06 Severability. If any term or provision of this Agreement or the application thereof to any Person or circumstances shall be held invalid or unenforceable, the remaining terms and provisions hereof and the application of such term or provision to Persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby.

Section 12.07 Relations with Members. Unless named in this Agreement as a Member, or unless admitted to the Company as a substitute Member or an Additional Member as provided in this Agreement, no Person shall be considered a Member. Subject to Article VII, with respect to this Agreement, the Company need deal only with Persons so named or admitted as Members.

Section 12.08 Waiver of Action for Partition. Each of the Members irrevocably waives during the term of the Company any right that such Member may have to maintain an action for partition with respect to the property of the Company.

Section 12.09 Successors and Assigns. All of the terms and provisions of this Agreement shall inure to the benefit of and be binding upon each of the Parties and their respective Permitted Transferees, if any; provided, however, that no Transfer of the Interest of any Member shall be made except in accordance with the provisions of Article VII.

Section 12.10 Entire Agreement. This Agreement constitutes the entire agreement among the Members and between the Members with respect to the subject matter hereof and supersedes

any agreement or understanding entered into as of a date prior to the date hereof among or between them with respect to such subject matter. For the avoidance of doubt, in no event shall the existence or terms of this Agreement amend or modify the express terms of any separate written rollover agreement, employment agreement, incentive unit grant agreement, or other written agreement pursuant to which any Member and the Company or any of its Subsidiaries may be party to from time to time with respect to the subject matter hereof. Furthermore, to the extent that there is a conflict between the express terms of any such written rollover agreement, employment agreement, incentive unit grant agreement or other written agreement and the terms hereof, the express terms of such written rollover agreement, employment agreement, incentive unit grant agreement or other written agreement shall control.

Section 12.11 No Third Party Beneficiaries. It is understood and agreed among the Parties that this Agreement and the covenants made herein are made expressly and solely for the benefit of the Parties, and that no other Person, other than (a) an Indemnified Party pursuant to Section 4.03, (b) a Person for whom Sections 12.15, 12.16 or 12.17 are intended to benefit, and (c) Weil, Gotshal & Manges LLP pursuant to Section 12.18, shall be entitled or be deemed to be entitled to any benefits or rights hereunder, nor be authorized or entitled to enforce any rights, claims or remedies hereunder or by reason.

Section 12.12 Other Instruments and Acts. The Members agree to execute any other instruments or perform any other acts that are or may be necessary to effectuate and carry on the Company created by this Agreement.

Section 12.13 Remedies and Waivers. No delay or omission on the part of any Party to this Agreement in exercising any right, power or remedy provided by Law or provided hereunder shall impair such right, power or remedy or operate as a waiver thereof. The single or partial exercise of any right, power or remedy provided by Law or provided hereunder shall not preclude any other or further exercise of any other right, power or remedy. The rights, powers and remedies provided hereunder are cumulative and are not exclusive of any rights, powers and remedies provided by Law.

Section 12.14 Specific Performance. The Parties agree that irreparable damage would occur if any of the provisions of this Agreement were not performed in accordance with its specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof, in addition to any other remedy to which they are entitled at Law or in equity.

Section 12.15 Competitive Activities. Notwithstanding anything to the contrary contained herein, (a) any Majority Member, the KKR Group, the Guggenheim Group, the Caspian Group and any of their Affiliates may have other business interests and may engage in other activities in addition to those relating to the Company, (b) such other business interests or activities may be of any nature or description, and may be engaged in independently or with others, and (c) neither the Company nor any Member shall have any right, by virtue of this Agreement or the Company relationship created hereby, in or to such other ventures or activities of any Majority Member, the KKR Group, the Guggenheim Group, the Caspian Group or any of their Affiliates, or to the income

or proceeds derived therefrom, and the pursuit of such ventures, even if competitive with the business of the Company and its subsidiaries, shall not be deemed wrongful or improper.

Section 12.16 Waiver of Business Opportunity. To the fullest extent permitted by Law, the doctrine of business opportunity, or any analogous doctrine, shall not apply to any Majority Member, the KKR Group, the Guggenheim Group or the Caspian Group. The Company and each Member renounces any interest or expectancy of the Company and such Member in, or in being offered an opportunity to participate in, business opportunities that are from time to time presented to any Majority Member, the KKR Group, the Guggenheim Group or the Caspian Group. No Majority Member, KKR Member, Guggenheim Member or Caspian Member that acquires knowledge of a potential transaction, agreement, arrangement or other matter that may be an opportunity for the Company shall have any duty to communicate or offer such opportunity to the Company, and no Majority Member, KKR Member, Guggenheim Member or Caspian Member shall be liable to the Company or to the Members for breach of any fiduciary or other duty by reason of the fact that such Member or Affiliate pursues or acquires, or directs such opportunity to another Person or does not communicate such opportunity or information to the Company.

Section 12.17 Waiver of Fiduciary Duties.

(a) Managers. Each of the Members acknowledges and agrees that (i) each Manager that is not an employee of the Company or its Subsidiaries is the designee of the Member that appointed such Manager, is acting as a proxy for such Member(s) with respect to the management of the Company and does not have any duties (including fiduciary duties) to the Company or its Subsidiaries or any other Member, nor shall any Member have any such duty, and (ii) each Manager that is not an employee of the Company or its Subsidiaries, in determining whether or not to vote in support of or against any particular decision for which the Board's consent is required, may act in and consider the best interests of the Member who designated such Manager and shall not be required to act in or consider the best interests of the Company or the other Members or Parties, except to the extent expressly set forth in this Agreement. Each of the Members agree that any duties, whether express or implied (including fiduciary duties), of a Manager that is not an employee of the Company or its Subsidiaries to the Company or to any other Member that would otherwise apply at Law or in equity are hereby eliminated to the fullest extent permitted under the Act and any other applicable Law, and each Member hereby waives all rights to, and releases each Manager that is not an employee of the Company or its Subsidiaries from, any such duties, except to the extent expressly set forth in this Agreement. Notwithstanding anything to the contrary contained in this Agreement, (A) the foregoing shall not eliminate or limit the obligation of the Members or any Manager that is not an employee of the Company or its Subsidiaries to act in compliance with the express terms of this Agreement (other than the foregoing), and (B) the foregoing shall not be deemed to eliminate the implied contractual covenant of good faith and fair dealing.

(b) Members. Each of the Members acknowledges and agrees that the sole duty and responsibility of any Member pursuant to this Agreement, applicable Law or otherwise, shall be to act in the interest of such Member, as determined by the applicable Member in its sole discretion, and there shall be no limitations on such Member's right to act as determined by the Member in its sole discretion, except as otherwise specifically provided herein. In connection therewith, the Member may take into account only the Member's best interests, and the Member

shall not be required to take into account the interest of any other Member or any other Person other than its own interests. No Member shall have any fiduciary or other implied duties or responsibilities except those expressly set forth herein, nor shall any fiduciary functions, responsibilities, duties, obligations or any liabilities be read into this Agreement or otherwise exist against such Member. To the maximum extent permitted by applicable Law, no Member shall be a trustee or fiduciary for any other Member or the Company by reason of this Agreement. To the maximum extent permitted by Law, each Member and the Company waive any fiduciary or other express or implied covenant, duty or other obligation of the Member to the other Members, the Company or its Subsidiaries, or any Third Party, except for the specific obligations expressly set forth in this Agreement. To the maximum extent allowed by applicable Law, each Member and the Company hereby waive all of the foregoing and all other duties, responsibilities or obligations (fiduciary or otherwise) that might otherwise apply to the Members. A Member shall not have any authority to act for, or to assume any obligation or responsibility on behalf of, any other Member, the Company or its Subsidiaries.

Section 12.18 Legal Counsel Relationships. The Members acknowledge and agree that Weil, Gotshal & Manges LLP has represented the KKR Group, the Guggenheim Group and the Caspian Group in connection with this Agreement and other transactions related hereto (the “Transactions”). Except for Weil, Gotshal & Manges LLP’s representation of the KKR Group, the Guggenheim Group and the Caspian Group with respect to the Transactions, in no event shall an attorney-client relationship exist between Weil, Gotshal & Manges LLP on the one hand and any other Member and/or their Affiliates, on the other hand. The Members further agree and consent that Weil, Gotshal & Manges LLP shall be permitted to render legal advice and to provide legal services to the Members or the Company from time to time, and each of the Members covenant and agree that such representation of the Members or the Company by such firm from time to time shall not disqualify such firm from providing legal advice and legal services to its respective client Members or Affiliates in matters related or unrelated to this Agreement and the Transactions.

Section 12.19 Unit Splits, Mergers, Etc. If, and as often as, there are any changes in any Equity Securities, as applicable, by way of split, subdivision, combination or reclassification, or through amalgamation, merger, consolidation, reorganization or recapitalization, or by any other similar means, appropriate adjustment shall be made in the provisions of this Agreement, as may be required, so that the rights, privileges, duties and obligations hereunder shall continue with respect to the Equity Securities, as so changed. The Company may not effect any split, subdivision, combination or reclassification of any class of Units or other Equity Securities without making a proportionate split, subdivision, combination or reclassification of each other class of Units or other Equity Securities.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

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

COMPANY:

ACCURIDE GROUP HOLDINGS, LLC

By: _____
Name: _____
Title: _____

MEMBERS:

[•]

By: _____

Name: _____

Title: _____

Schedule I

As of February [•], 2025

<u>Name of Member</u>	<u>Address</u>	<u>Common Units</u>
[•]	[•]	[•]

SCHEDULE II

Board

- (KKR Manager)
- (KKR [Independent] Manager)
- (KKR [Independent] Manager)
- (Minority Manager)
- (Chief Executive Officer)
- (KKR Observer)
- (Guggenheim Observer)
- (Caspian Observer)

Exhibit L

Exit Facility Takeback Loan Documents

LOAN AND SECURITY AGREEMENT

THIS LOAN AND SECURITY AGREEMENT, dated as of [●], 2025 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, this “Agreement”), by and among ACCURIDE INTERMEDIATE CO., INC., a Delaware corporation (the “Borrower”), ALTER DOMUS (US) LLC, as the Administrative Agent, and each lender from time to time party hereto (collectively, the “Lenders” and individually, a “Lender”).

WHEREAS, on October 9, 2024, Accuride Group Holdings Inc., a Delaware corporation (“Accuride Parent”), and certain domestic Subsidiaries of Accuride Parent (collectively, the “Debtors” and, each individually, a “Debtor”) commenced cases under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) and the Debtors have retained possession of their assets and are authorized under the Bankruptcy Code to continue the operations of their businesses as debtors-in-possession;

WHEREAS, on February 11, 2024, the Debtors filed the *Second Modified Joint Plan of Reorganization of Accuride Corporation and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 692] with the Bankruptcy Court (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Plan of Reorganization”) to implement and authorize the Restructuring Transactions (as defined in the Plan of Reorganization), including the entry into this Agreement and the ABL Credit Agreement, and the Plan of Reorganization has been confirmed pursuant to the Confirmation Order;

WHEREAS, the Borrower has requested, and, upon the terms set forth in this Agreement, the Lenders have agreed to make available to the Borrower a senior secured term loan credit facility (the “Facility”) consisting of the Loans hereunder in an aggregate principal amount of \$[95,000,000.00] (consisting of (i) new money loans in an initial aggregate principal amount equal to \$[73,000,000.00] (the “New Money Loans”) and (ii) takeback loans in an initial aggregate principal amount equal to \$[22,000,000.00] (the “Takeback Loans”), which Takeback Loans resulted from the conversion and exchange of all of the principal and accrued interest, fees and other amounts on, or with respect to the DIP Amendment Loans) on the Closing Date subject to the conditions set forth herein.

WHEREAS, the Lenders have agreed to make to make loans and other financial accommodations to the Borrower from time to time.

NOW, THEREFORE, in consideration of the foregoing premises, the parties hereto agree as follows:

1. Definitions. In this Agreement, the following terms shall have the following meanings:

(a) “ABL Credit Agreement” means the ABL Credit Agreement, dated as of [●], 2025, among Opco Holdings, Opco Borrower, certain domestic Subsidiaries of Opco Borrower, the ABL Facility Administrative Agent and the several banks and other financial institutions from time to time parties thereto, as such agreement may be amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time.

(b) “ABL Facility” means the credit facility evidenced by the ABL Credit Agreement, as the same may be amended, extended, refinanced or replaced.

(c) “ABL Facility Administrative Agent” means Bank of America, N.A., in its capacity as administrative agent under the ABL Credit Agreement or any successor agent under the ABL Loan Documents.

(d) “ABL Loan Documents” means, collectively, (i) the ABL Credit Agreement and (ii) the Loan Documents (as defined in the ABL Credit Agreement, or any similar term in any refinancing or

replacement thereof), in each case, amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time, in each case to the extent permitted hereunder.

(e) “ABL Obligations” means the “Obligations” as defined in the ABL Facility.

(f) “Administrative Agent” means Alter Domus (US) LLC, in its capacity as administrative agent for the Lenders, together with its successors and assigns in such capacity. References to “Administrative Agent” shall also include Alter Domus (US) LLC acting in its capacity as collateral agent for the Secured Parties, together with its successors and assigns in such capacity.

(g) “Affiliate” means, with respect to any Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

(h) “Agent-Related Persons” means the Administrative Agent, together with its Affiliates, and the officers, directors, managers, members, employees, agents (including sub-agents and co-agents), attorneys-in-fact, partners, trustees, advisors, and representatives of such Persons and of such Persons’ Affiliates.

(i) “Agent Fee Letter” means the Fee Letter, dated of the date hereof, by and among the Borrower and Alter Domus (US) LLC, as amended, restated, supplemented or otherwise modified from time to time.

(j) “Agreement” shall mean this Loan and Security Agreement.

(k) “Applicable Rate” shall mean 4.50% per annum.

(l) “Assignment and Assumption” means an Assignment and Assumption substantially in the form of Exhibit A or any other form (including electronic documentation generated by an electronic platform) approved by the Administrative Agent (acting reasonably).

(m) “Bankruptcy Code” means Title 11 of the United States Code (11 U.S.C. § 101 *et seq.*), as it has been, or may be, amended, from time to time.

(n) “Bankruptcy Court” shall have the meaning assigned to such term in the preamble.

(o) “Beneficial Ownership Certification” means a certification regarding beneficial ownership or control as required by the Beneficial Ownership Regulation.

(p) “Beneficial Ownership Regulation” means 31 C.F.R. § 1010.230.

(q) “Borrower” shall have the meaning assigned to such term in the preamble.

(r) “Borrower Materials” has the meaning specified in Section 18.

(s) “Business Day” means any day other than a Saturday, Sunday or other day on which commercial banks in New York are authorized or required by law to close.

(t) “Closing Date” means the date all conditions precedent in Section 4 are satisfied or waived in accordance with Section 27.

(u) “Code” means the U.S. Internal Revenue Code of 1986, as amended.

(v) “Collateral” shall mean:

- (i) all Accounts,
- (ii) all Chattel Paper,
- (iii) all Copyrights, Patents, Trademarks, Trade Secrets, Domain Names, Licenses and Software,
- (iv) all Documents,
- (v) all Equipment,
- (vi) all Fixtures,
- (vii) all General Intangibles,
- (viii) all Goods,
- (ix) all Instruments,
- (x) all Inventory,
- (xi) all Investment Property,
- (xii) all Commercial Tort Claims, including those described on Schedule 5(g) hereto,
- (xiii) all letters of credit and Letter of Credit Rights,
- (xiv) all permits,
- (xv) all recorded data of any kind or nature, regardless of the medium of recording, all Contracts, together with all Contract Rights arising thereunder,
- (xvi) all other personal property,
- (xvii) all Money, cash and cash equivalents,
- (xviii) all Deposit Accounts, Securities Accounts, Commodities Accounts and other demand, deposit, time, savings, cash management, passbook and similar accounts (including the Interest Escrow Account) maintained by the Borrower with any bank or other financial institution and all monies, securities, Instruments deposited or required to be deposited in any of the foregoing,
- (xix) all Securities Entitlements in any or all of the foregoing,
- (xx) all Supporting Obligations and all accessions to, substitutions and replacements for and Proceeds and products of the foregoing, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related thereto and
- (xxi) any General Intangibles at any time evidencing or relating to any of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing;

provided that the Collateral shall not include any Excluded Property.

(w) “Confirmation Order” means the *Findings of Fact, Conclusions of Law, and Order (I) Approving the Disclosure Statement on a Final Basis and (II) 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. 704] in the Debtors’ chapter 11 cases, as amended by [●].

(x) “Contract Rights” means, with respect to any Person, all rights of such Person under any Contract, including, without limitation, (i) any and all rights to receive and demand payments under such Contract, (ii) any and all rights to receive and compel performance under such Contract and (iii) any and all other rights, interests and claims now existing or in the future arising in connection with such Contract.

(y) “Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. “Controlling” and “Controlled” have meanings correlative thereto.

(z) “Copyright” means the following: (i) all copyrights, rights and interests in copyrights, works protectable by copyright whether published or unpublished, copyright registrations and copyright applications; (ii) all renewals of any of the foregoing; (iii) all income, royalties, damages, and payments now or hereafter due and/or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements for any of the foregoing; (iv) the right to sue for past, present, and future infringements of any of the foregoing; and (v) all rights corresponding to any of the foregoing.

(aa) “Debtor Relief Laws” means the Bankruptcy Code of the United States, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief Laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

(bb) “Debtors” shall have the meaning assigned to such term in the preamble.

(cc) “Default” means any event or condition which, upon notice, lapse of time or both, would constitute an Event of Default.

(dd) “Default Rate” shall have the meaning assigned to such term in Section 2(c).

(ee) “DIP Amendment Loans” shall have the meaning assigned to such term in the Plan of Reorganization.

(ff) “Disposition” or “Dispose” means the sale, transfer, license, lease or other disposition of any property by any Person (including any sale and leaseback transaction and any sale of equity interests), including any sale, assignment, transfer or other disposal, with or without recourse, of any agreements or accounts receivable or any rights and claims associated therewith.

(gg) “Dollars” and “\$” means the lawful currency of the United States of America.

(hh) “Domain Names” means, with respect to any Person, all Internet domain names and associated URL addresses in or to which such Person now or hereafter has any right, title or interest.

(ii) “Event of Default” shall have the meaning assigned to such term in Section 16(a).

(jj) “Excluded Property” means, collectively,

(i) any permit or license or any Contract entered into by the Borrower (A) that prohibits or requires the consent of any Person other than the Borrower and its Affiliates that has not been obtained as a condition to the creation by the Borrower of a Lien on any right, title or interest in such permit, license or Contract or (B) to the extent that any Requirement of Law applicable thereto prohibits the creation of a Lien thereon, but only, with respect to the prohibition in (A) and (B), to the extent, and for as long as, such prohibition is not terminated or rendered unenforceable or otherwise deemed ineffective by the UCC or any other Requirement of Law;

(ii) property owned by the Borrower that is subject to a purchase money Lien or a capital lease permitted hereunder if the Contract pursuant to which such Lien is granted (or in the document providing for such capital lease) prohibits or requires the consent of any Person other than the Borrower and its Affiliates that has not been obtained as a condition to the creation of any other Lien on such equipment (after giving effect to the applicable anti-assignment provisions of the UCC or other applicable statute or regulation);

(iii) any bank account established by the Borrower used exclusively for payroll, payroll taxes or employee benefits or other taxes; and

(iv) any “intent to use” Trademark applications for which a statement of use has not been filed (but only until such statement is filed);

provided, however, “Excluded Property” shall not include any proceeds, products, substitutions or replacements of Excluded Property (unless such proceeds, products, substitutions or replacements would otherwise constitute Excluded Property)

(kk) “Excluded Taxes” shall have the meaning specified in Section 15(a).

(ll) “Facility” shall have the meaning assigned to such term in the preamble.

(mm) “FATCA” means Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof, any agreements entered into pursuant to Section 1471(b)(1) of the Code and any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement, treaty or convention among Governmental Authorities and implementing such Sections of the Code.

(nn) “Federal Funds Rate” means, for any day, the rate per annum equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System on such day, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; provided that (a) if such day is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, and (b) if no such rate is so published on such next succeeding Business Day, the Federal Funds Rate for such day shall be the average rate (rounded upward, if necessary, to a whole multiple of 1/100 of 1.00%) quoted to the Administrative Agent by three (3) federal funds brokers on such day on such transactions as determined by the Administrative Agent.

(oo) “GAAP” means generally accepted accounting principles in the United States of America.

(pp) “Governmental Authority” means any nation, sovereign or government, any state or other political subdivision thereof, any agency, authority or instrumentality thereof and any entity or authority exercising executive, legislative, taxing, judicial, regulatory or administrative functions of or pertaining to

government, including any central bank, stock exchange, regulatory body, arbitrator, public sector entity, supra-national entity (including the European Union and the European Central Bank) and any self-regulatory organization (including the National Association of Insurance Commissioners).

(qq) “Indemnified Liabilities” shall have the meaning specified in Section 21.

(rr) “Indemnified Taxes” shall have the meaning specified in Section 15(a).

(ss) “Initial Interest Escrow Account” means that certain deposit account named “[●]” at [Bank] in the name of the Borrower, with account number [●], ABA number [●].¹

(tt) “Interest Escrow Account” means (i) initially, the Initial Interest Escrow Account and (ii) on and after the Interest Escrow Account Transfer Date, the deposit account designated by the Borrower to the Administrative Agent in writing as the new Interest Escrow Account, in each case, which Interest Escrow Account shall constitute Collateral.

(uu) “Interest Escrow Account Control Agreement” shall have the meaning assigned to such term in Section 13(a).

(vv) “Interest Escrow Account Transfer Date” shall have the meaning assigned to such term in Section 13(a).

(ww) “Interest Payment Date” means, as to any Loan, the last day of each Interest Period applicable to such Loan and the Maturity Date of the Facility under which such Loan was made.

(xx) “Interest Period” means, as to each Loan, a period of three months (in each case, subject to the availability thereof); provided that:

(i) the Interest Period shall commence on the date of an advance of a Loan and, in the case of immediately successive Interest Periods, each successive Interest Period shall commence on the date on which the next preceding Interest Period expires;

(ii) if any Interest Period would otherwise expire on a day that is not a Business Day, such Interest Period shall expire on the next succeeding Business Day; provided, that if any Interest Period would otherwise expire on a day that is not a Business Day but is a day of the month after which no further Business Day occurs in such month, such Interest Period shall expire on the next preceding Business Day;

(iii) any Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Business Day of the relevant calendar month at the end of such Interest Period; and

(iv) no Interest Period shall extend beyond the Maturity Date.

(yy) “Interest Rate” shall have the meaning assigned to such term in Section 2(a).

(zz) “Investment” means as to any Person, any direct or indirect acquisition or investment by such Person, whether by means of (a) the purchase or other acquisition of equity interests or debt or other securities of another Person, (b) a loan, advance or capital contribution to, or a guarantee of any obligation of, or purchase or other acquisition of any other debt or equity participation or interest in, another Person, including

¹ NTD: K&E/Company to provide details.

any partnership or joint venture interest in such other Person, (c) the contribution of assets to any other Person or (d) the purchase or other acquisition (in one transaction or a series of transactions) of all or substantially all of the property and assets or business of another Person or assets constituting a business unit, line of business or division of such Person.

(aaa) “Lender” shall have the meaning assigned to such term in the preamble.

(bbb) “License” means, with respect to any Person, all of such Person’s right, title, and interest in and to (a) any and all licensing agreements or similar arrangements, whether as licensor or licensee, in (1) Patents, (2) Copyrights, (3) Trademarks, (4) Trade Secrets or (5) Software, (b) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future breaches thereof, and (c) all rights to sue for past, present, and future breaches thereof.

(ccc) “Lien” shall mean any security interest or lien (including any judicial lien).

(ddd) “Loan Documents” means, collectively, (i) this Agreement, (ii) any Interest Escrow Account Control Agreements, (iii) the Agent Fee Letter, and (iv) any other security documents, intercreditor agreements, guarantees, joinders and other agreements or instruments executed in connection with the Facility or such other agreements, in each case, as amended, restated, amended and restated, supplemented or otherwise modified from time to time.

(eee) “Loans” shall have the meaning assigned to such term in Section 3(a).

(fff) “Maturity Date” means [February 28], 2030.

(ggg) “Minimum MOIC Condition” means that, as of any date of calculation, the sum of the following (without duplication of each other) (1) the payments and prepayments of the principal of the Loans (including cash payments on account of principal comprised of interest previously paid in kind), (2) fees with respect to the Loans paid to the Lenders in cash and (3) interest on the Loans paid in cash, in each case, already paid in cash prior to such date, exceeds an amount equal to (x) 3.0 multiplied by (y) the aggregate principal amount of the Loans borrowed hereunder by the Borrower on the Closing Date.

(hhh) “MOIC Amount” means, as of the date of any prepayment or repayment of the Loans, or acceleration of the Loans for any reason, an amount determined as follows:

(1) the amount equal to (x) 3.0 multiplied by (y) the aggregate principal amount of the Loans so prepaid, repaid, or accelerated on such date, minus

(2) the sum of the following (without duplication of each other):

a. the aggregate amount of (1) fees paid in cash prior to such date to the Lenders with respect to the Loans so prepaid, repaid, or accelerated and (2) interest paid in cash prior to such date with respect to the Loans so prepaid, repaid, or accelerated; plus

b. the aggregate principal amount of the Loans so prepaid, repaid, or accelerated on such date;

provided, that in no event shall the MOIC Amount be less than zero.

(iii) “New Money Commitment” means, as to each Lender on the Closing Date, its obligation to make a New Money Loan to the Borrower pursuant to Section 3(a) in an aggregate principal amount not to exceed the amount set forth opposite such Lender’s name on Schedule 3 under the caption “New Money

Commitment” or in the Assignment and Assumption pursuant to which such Lender becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement.

(jjj) “New Money Loans” shall have the meaning assigned to such term in the preamble.

(kkk) “Obligations” shall have the meaning assigned to such term in Section 14(a).

(lll) “OpcO Holdings” means Armor Parent Corp., a Delaware corporation.

(mmm) “OpcO Borrower” means Accuride Corporation, a Delaware corporation.

(nnn) “Participant Register” has the meaning specified in Section 19.

(ooo) “Patent” means the following: (i) any and all patents and patent applications; (ii) all inventions described and claimed therein; (iii) all reissues, divisions, continuations, renewals, extensions and continuations in part thereof; (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements thereof; and (vi) all rights corresponding to any of the foregoing.

(ppp) “Permitted Liens” shall mean any lien permitted by Section 10(b) hereof.

(qqq) “Permitted Tax Distribution” means:

(i) if and for so long as the Borrower or any of its Subsidiaries is a member of a group filing a consolidated, combined, unitary or similar type tax return with any parent entity (including if Borrower or any its Subsidiaries is treated as a disregarded entity for U.S. federal income tax purposes and its (and any of its Subsidiaries’) taxable income is included on a tax return of such parent entity), any dividends or other distributions to fund any income taxes for which such parent entity is liable up to an amount not to exceed with respect to such taxes the amount of any such taxes that the Borrower and its Subsidiaries would have been required to pay on a separate company basis or on a consolidated basis if the Borrower and its Subsidiaries had paid tax on a consolidated, combined, group, affiliated or unitary basis on behalf of an affiliated group consisting only of the Borrower and its Subsidiaries; and

(ii) for any taxable year (or portion thereof) ending after the Closing Date for which the Borrower is treated as a disregarded entity, partnership, or other flow-through entity for federal, state, provincial, territorial, and/or local income tax purposes, the payment of dividends or other distributions to the Borrower’s direct owner(s) to fund the income tax liability of such owner(s) (or, if a direct owner is a pass-through entity, of the indirect owner(s)) for such taxable year (or portion thereof) attributable to the operations and activities of the Borrower and its direct and indirect Subsidiaries, in an aggregate amount not the exceed the product of (x) the highest combined marginal federal and applicable state, provincial, territorial, and/or local statutory tax rate (after taking into account the deductibility of U.S. state and local income tax for U.S. federal income tax purposes to the extent permitted by law, and the character of the taxable income in question (e.g., long term capital gain, qualified dividend income, etc.)) applicable to the direct parent of the Borrower for the taxable year (or portion thereof) in question (or, where the direct parent is a pass-through entity, applicable to any indirect equity owner for such year) as reasonably determined by the Borrower using information available to it, and (y) the taxable income of the Borrower for such taxable year (or portion thereof), reduced by any cumulative net loss with respect to all prior taxable years (or portions thereof) to the extent such cumulative net taxable loss is of a character and type that would permit such loss to be deducted against the income of the taxable year (or portion

thereof) in question and has not previously been taken into account under this clause (y) and is permitted to offset taxable income in such taxable year.

(rrr) “Person” means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

(sss) “Plan of Reorganization” shall have the meaning assigned to such term in the preamble.

(ttt) “Platform” has the meaning specified in Section 18.

(uuu) “Pledged Collateral” means all securities, Instruments and other Investment Property constituting Collateral.

(vvv) “Public Lender” has the meaning specified in Section 18.

(www) “Register” has the meaning specified in Section 19.

(xxx) “Required Lenders” means, as of any date of determination, Lenders holding more than 75% of the sum of the aggregate principal amount of the Loans.

(yyy) “Requirement of Law” means, with respect to any person, the common law and any federal, state, local, foreign, multinational or international laws, statutes, codes, treaties, rules and regulations, ordinances, orders, judgments, writs, injunctions, decrees (including administrative or judicial precedents or authorities) and the interpretation or administration thereof by, and other binding determinations, directives, requirements of, or requests of, any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case, to the extent having the force of law and that are applicable to or binding upon such person or any of its property or to which such person or any of its property is subject.

(zzz) “Restricted Payment” means any dividend or other distribution (whether in cash, securities or other property) with respect to any equity interest in the Borrower, or any payment (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, defeasance, acquisition, cancellation or termination of any such equity interest, or on account of any return of capital to the holders of equity interests of the Borrower.

(aaaa) “Responsible Officer” means the chief executive officer, president, vice president, chief financial officer, treasurer, assistant treasurer, or other similar officer or director of the Borrower and, as to any document delivered on the Closing Date, any secretary or assistant secretary of the Borrower. Any document delivered hereunder that is signed by a Responsible Officer of the Borrower shall be conclusively presumed to have been authorized by all necessary corporate, partnership and/or other action on the part of the Borrower and such Responsible Officer shall be conclusively presumed to have acted on behalf of the Borrower.

(bbbb) “Secured Parties” means, collectively, the Administrative Agent, the Lenders, and each co-agent or sub-agent appointed by the Administrative Agent from time to time pursuant to Section 18.

(cccc) “Significant Holder” means each Lender hereunder that, together with its Affiliates, holds more than 5% of the aggregate principal amount of the Loans hereunder.

(dddd) “SOFR” means a rate per annum equal to the secured overnight financing rate as administered by the SOFR Administrator.

(eeee) “SOFR Administrator” means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

(ffff) “Software” means computer programs, source code, object code and supporting documentation including “software” as such term is defined in Article 9 of the UCC, as well as computer programs that may be construed as included in the definition of “Goods”.

(gggg) “Subsidiary” of a Person means a corporation, partnership, joint venture, limited liability company or other business entity of which a majority of the shares of securities or other interests having ordinary voting power for the election of directors or other governing body (other than securities or interests having such power only by reason of the happening of a contingency) are at the time beneficially owned, or the management of which is otherwise controlled, directly, or indirectly through one or more intermediaries, or both, by such Person. Unless otherwise specified, all references herein to a “Subsidiary” or to “Subsidiaries” shall refer to a Subsidiary or Subsidiaries of the Borrower.

(hhhh) “Takeback Loans” shall have the meaning assigned to such term in the preamble.

(iiii) “Taxes” shall have the meaning assigned to such term in Section 15.

(jjjj) “Term SOFR” means, for any Interest Period, the greater of (i) the Term SOFR Reference Rate for a tenor comparable to the applicable Interest Period on the day (the “Term SOFR Determination Day”) that is two (2) U.S. Government Securities Business Days prior to the first day of such Interest Period, as such rate is published by the Term SOFR Administrator and (ii) 0.00 %; provided, however, that if as of 5:00 p.m. (New York City time) on any Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such Term SOFR Determination Day.

(kkkk) “Term SOFR Administrator” means CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by the Administrative Agent in its reasonable discretion).

(llll) “Term SOFR Determination Day” shall have the meaning assigned to such term in the definition of Term SOFR.

(mmmm) “Term SOFR Reference Rate” means the forward-looking term rate based on SOFR.

(nnnn) “Trade Secrets” means, with respect to any Person, all of such Person’s right, title and interest in and to the following: (i) confidential and proprietary information, including unpatented inventions, invention disclosures, engineering or other data, information, production procedures, know-how, financial data, customer lists, supplier lists, business and marketing plans, processes, schematics, algorithms, techniques, analyses, proposals, source code, data, databases and data collections; (ii) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims and payments for past and future misappropriations or infringements thereof; (iii) all rights to sue for past, present and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (iv) all rights corresponding to any of the foregoing.

(oooo) “Trademark” means the following: (i) all trademarks (including service marks), common law marks, trade names, trade dress, and logos, slogans and other indicia of origin under the

Requirements of Law of any jurisdiction in the world, and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (ii) all renewals of the foregoing; (iii) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (iv) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (v) all domestic rights corresponding to any of the foregoing.

(pppp) “U.S. Government Securities Business Day” means any day except for (i) a Saturday, (ii) a Sunday or (iii) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

(qqqq) “USA PATRIOT Act” means The Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Title III of Pub. L. No. 107-56 (signed into law October 26, 2001)), as amended or modified from time to time.

Terms used herein that are defined in the Uniform Commercial Code as in effect from time to time in the State of New York (the “UCC”) but not otherwise defined in this Agreement shall have the respective meanings set forth in the UCC. As used herein and in any certificate or other document made or delivered pursuant hereto or thereto, (i) accounting terms relating to the Borrower not defined in this Section 1 and accounting terms partly defined in this Section 1, to the extent not defined, shall have the respective meanings given to them under GAAP, (ii) references in this Agreement to “Articles”, “Sections”, “Annexes”, “Exhibits”, or “Schedules” shall be to Articles, Sections, Annexes, Exhibits or Schedules of or to this Agreement unless otherwise specifically provided (iii) the words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”, (iv) the word “incur” shall be construed to mean incur, create, issue, assume, become liable in respect of or suffer to exist (and the words “incurred” and “incurrence” shall have correlative meanings), (v) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, capital stock, securities, revenues, accounts, leasehold interests and contract rights, and (vi) references to agreements or other contractual obligations (including any of this Agreement) shall, unless otherwise specified, be deemed to refer to such agreements or contractual obligations as amended, supplemented, restated, amended and restated or otherwise modified from time to time.

2. Interest and Fees.

(a) Subject to the provisions of Section 2(c), each Loan shall bear interest on the outstanding principal amount thereof from the date of borrowing thereof at a rate per annum equal to Term SOFR for the applicable Interest Period plus the Applicable Rate (the “Interest Rate”).

(b) Interest on the Loans shall be due and payable in arrears on each Interest Payment Date applicable thereto and at such other times as may be specified herein. Interest shall be paid (x) in the case of any Interest Payment Date occurring on or prior to the date that is six months after the Closing Date, (I) 3.00% per annum of the Interest Rate shall be paid in kind and (II) the remainder shall be paid in cash and (y) in the case of any Interest Payment Date occurring thereafter, 100% of the Interest Rate shall be paid in kind, unless the Borrower delivers written notice to the Administrative Agent at least six Business Days prior to the applicable Interest Payment Date (the “Cash Pay Notice”) to pay any or all of the Interest Rate in cash, in which case, the amount of the Interest Rate set forth in the Cash Pay Notice to be paid in cash shall be paid in cash, and the remainder shall be paid in kind; provided that notwithstanding anything to the contrary herein, any interest paid on the Maturity Date or together with any prepayment or repayment of Loans shall be paid in cash. Any Cash Pay Notice shall be signed by a Responsible Officer of the Borrower and shall set forth (i) the Loans with respect to which any such election is to be made, (ii) the applicable Interest Payment Date and (iii) the amount of the Interest Rate to be paid in cash and in kind on such Interest Payment Date. Any amounts of interest paid in kind pursuant to this Section 2(b) shall be capitalized on the relevant Interest Payment Date by adding such amount

to the principal of the Loans outstanding on such date. Upon each Interest Payment Date on which cash interest is due and payable, unless the Administrative Agent is notified in writing at least three Business Days in advance of such Interest Payment Date by the Borrower that the Borrower intends to make such interest payment in another manner, the Administrative Agent shall (and is hereby directed and authorized by the Borrower and the Lenders to) withdraw the amounts for such cash interest from the Interest Escrow Account for distribution to the Lenders.

(c) Upon the occurrence and during the continuance of an Event of Default, the unpaid principal amount of each Loan under this Agreement and, to the extent permitted by any Requirement of Law, any interest payment or any fee or other amount owed hereunder, shall thereafter bear interest (including post-petition interest in any proceeding under any applicable bankruptcy laws, whether or not allowed in such a proceeding) payable on demand at a rate that is 2.00% *per annum* in excess of the Interest Rate (the “Default Rate”). Notwithstanding any provision herein to the contrary, no interest shall accrue under this Agreement at a rate in excess of the highest applicable rate permitted by law, and the payment of any interest (including any charge or fee held by a court to be interest) in excess of such rate shall constitute a payment of and be applied to principal owing hereunder.

(d) If the Administrative Agent or the Required Lenders determine that for any reason adequate and reasonable means do not exist for determining the Term SOFR for any requested Interest Period, or the Required Lenders determine that the Term SOFR for any requested Interest Period with respect to such proposed Loan does not adequately and fairly reflect the cost to such Lenders of funding such Loan, then (i) if the Administrative Agent has made such determination, the Administrative Agent will promptly so notify the Borrower and each Lender or (ii) if the Required Lenders have made such determination, the Required Lenders will promptly so notify the Administrative Agent and the Administrative Agent will promptly so notify the Borrower and each Lender. Thereafter, until the earlier of (x) the Administrative Agent (upon the instruction of the Required Lenders) revokes such notice or (y) the amendment of this Agreement by the Borrower, the Administrative Agent, and the Required Lenders to replace Term SOFR with an alternative interest rate to Term SOFR, all Loans hereunder shall bear interest at a rate per annum equal to (i) the rate of interest last quoted by The Wall Street Journal as the “Prime Rate” in the U.S. or, if The Wall Street Journal ceases to quote such rate, the highest per annum interest rate published by the Federal Reserve Board in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the “bank prime loan” rate or, if such rate is no longer quoted therein, any similar rate quoted therein (as determined by Administrative Agent) or any similar release by the Federal Reserve Board (as determined by Administrative Agent) plus (ii) the Applicable Rate.

(e) Each Loan shall be automatically continued as a Term SOFR Loan on the last day of each Interest Period for such Term SOFR Loan.

3. Borrowings; Use of Proceeds.

(a) On the terms and subject to the conditions contained in this Agreement, (i) each Lender with a New Money Commitment severally agrees to make to the Borrower New Money Loans in a principal amount equal to such Term Lender’s New Money Commitment on the Closing Date and (ii) each Lender that holds DIP Amendment Loans (or has an Affiliate that holds DIP Amendment Loans, which Affiliate shall be designated in writing to the Administrative Agent) shall convert and exchange all of its (or its designated Affiliate’s) DIP Amendment Loans, together with all accrued and unpaid interest, fees and other amounts with respect to such DIP Amendment Loans owed to it (or its designated Affiliate), for an equivalent principal amount of Takeback Loans, and such Lender shall be deemed to have made Takeback Loans in such principal amount hereunder, on the Closing Date (the New Money Loans, together with the Takeback Loans, the “Loans”). Upon a Lender’s funding of New Money Loans on the Closing Date, such Lender’s New Money Commitment shall be permanently reduced to zero and shall terminate. Once made, or deemed made, the New Money Loans and Takeback Loans shall constitute a single class of Loans and shall be fungible for all purposes, including, to the extent permitted by applicable tax law, tax purposes. Amounts borrowed under this Section 3(a) and repaid or prepaid may not be reborrowed. Each Lender that is not a holder of DIP Amendment Loans hereby confirms to

the Administrative Agent that it has been designated by an Affiliate that is a holder of DIP Amendment Loans to make the Takeback Loans hereunder.

(b) The proceeds of the Loans shall be utilized (i) in the case of the Takeback Loans, to repay the DIP Amendment Loans and (ii) in the case of the New Money Loans, to fund working capital of the Borrower and its Subsidiaries and for other general corporate purposes not prohibited by this Agreement.

(c) By executing and delivering this Agreement, the Borrower hereby certifies that all conditions precedent set forth in Section 4(a) hereof have been satisfied on the date hereof.

4. Conditions to Closing Date.

(a) The obligations of each Lender to make its New Money Loans hereunder (and be deemed to have been made Takeback Loans) is subject to the satisfaction of the following conditions precedent (or waiver thereof in accordance with Section 27):

(i) Agreement. The Administrative Agent shall have received (i) an executed counterpart of this Agreement, duly executed and delivered by the Borrower, the Administrative Agent and each Lender, (ii) a borrowing notice, duly executed and delivered by the Borrower, specifying the requested date of the borrowing of the Loans and the principal amount of Loans to be borrowed on such date, and (iii) an executed counterpart of the Agent Fee Letter, duly executed and delivered by the Borrower.

(ii) Bankruptcy Court. The Bankruptcy Court shall have approved (i) this Agreement, the other Loan Documents, and all definitive documentation entered into in connection herewith and (ii) all actions to be taken, undertakings to be made and obligations to be incurred by the Debtors in connection with this Agreement and the other Loan Documents (including, among other things, payment by the Debtors of all fees provided for in, and the other terms of, this Agreement and the other Loan Documents) and all liens and other security interests to be granted by the Debtors in connection with this Agreement and the other Loan Documents, it being understood that the entry of the Confirmation Order by the Bankruptcy Court shall evidence such approvals.

(iii) Plan of Reorganization. All conditions precedent to the Effective Date (as defined in the Plan of Reorganization) set forth in the Plan of Reorganization shall have been satisfied or waived in accordance with the Plan of Reorganization and the Effective Date (as defined in the Plan of Reorganization) shall have occurred.

(iv) Confirmation Order. The Confirmation Order shall have been entered, shall be in full force and effect, and shall not have been stayed or modified and shall not be subject to any stay or appeal.

(v) Compliance. (x)(i) No Default or Event of Default shall have occurred and be continuing, and (ii) each of the representations and warranties made by the Borrower herein shall be true and correct in all material respects on and as of such date, provided that for representations and warranties expressly stated to relate to a specific earlier date, in which case such representations and warranties shall be true and correct in all material respects as of such earlier date and provided, further that any representation and warranty that is qualified as to “materiality” or similar language shall be true and correct (after giving effect to any qualification therein) in all respects; and (y) the Administrative Agent shall have received a certificate from the Borrower certifying as to the compliance with the conditions in clause (x).

(vi) Collateral. The Administrative Agent and the Lenders shall have received such lien searches, documents and instruments as may be reasonably requested by and in form and substance reasonably satisfactory to the Required Lenders as necessary to verify, create and perfect the security interest in the Collateral granted pursuant hereto, including:

- (1) a UCC-1 financing statement naming the Administrative Agent as the secured party and the Borrower as the debtor; and
- (2) certificates, if any, representing the pledged equity of Opco Holdings accompanied by undated stock power executed in blank.

(vii) Interest Escrow Account. (x) The Interest Escrow Account shall have been opened, (y) the details thereof shall have been notified in writing to the Administrative Agent and the Lenders and (z) the Borrower shall have deposited an amount equal to \$[●] in the Interest Escrow Account.

(viii) Good Standing and Authority. The Administrative Agent shall have received (x) a good standing certificate for the Borrower from the Secretary of State of the State of Delaware; and (y) copies of the charter and organizational documents of the Borrower, evidence of the resolutions or other corporate action of the Borrower and an incumbency certificate, in each case, certified by a responsible officer of the Borrower.

(ix) Fees and Expenses. All fees and expenses required to be paid hereunder of the Administrative Agent and the Lenders (including those certain fees and expenses payable under that certain fee letter, dated as of the date hereof, by and among the Borrower and Jefferies and under the Agent Fee Letter), in each case, with respect to expenses, to the extent invoiced at least one (1) Business Day prior to the Closing Date, shall have been paid in full in cash or will be paid on the Closing Date.

(x) KYC; Beneficial Ownership. The Administrative Agent and the Lenders shall have received at least three (3) Business Days prior to the Closing Date all documentation and other information about the Borrower as has been reasonably requested in writing at least five (5) Business Days prior to the Closing Date by the Administrative Agent and the Lenders that they reasonably determine is required by regulatory authorities under applicable “know your customer” and anti-money laundering rules and regulations, including without limitation the USA PATRIOT Act and, to the extent the Borrower qualifies as a “legal entity customer” under the Beneficial Ownership Regulation, a duly executed Beneficial Ownership Certification, in each case, to the extent requested at least five (5) Business Days prior to the anticipated Closing Date.

5. Representations and Warranties. To induce the Lenders to make the New Money Loans and convert and exchange the DIP Amendment Loans for Takeback Loans, the Borrower hereby represents and warrants on the Closing Date to the Administrative Agent and the Lenders that:

(a) Corporate Existence; Compliance with Law. The Borrower (i) is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, (ii) has the corporate power and authority, and the legal right, to own and/or lease and operate its property and to conduct the business in which it is currently engaged, (iii) is duly qualified to do business as a foreign entity and is in good standing under the laws of each jurisdiction where its ownership, lease or operation of property or the conduct of its business requires such qualification, (iv) is in material compliance with all Requirements of Law and (v) has all consents, licenses and authority necessary to execute this Agreement.

(b) Corporate Power; Authorization; Enforceable Obligations. The Borrower has the corporate power and authority, and the legal right, to make, deliver and perform this Agreement and to borrow hereunder. The Borrower has taken all necessary corporate and other necessary actions to authorize the execution, delivery and performance of this Agreement and to authorize the borrowing on the terms and conditions of this Agreement. All consents or authorization of, filing with, notice to or other act by or in respect of, any Governmental Authority or any other person, to the extent required in connection with the borrowings hereunder or the execution, delivery, performance, validity or enforceability of this Agreement have been obtained or made, as applicable. This Agreement has been duly executed and delivered on behalf of the Borrower. This Agreement constitutes a valid and legally binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

(c) No Legal Bar. The execution, delivery and performance of this Agreement, the borrowing hereunder and the use of the proceeds thereof will not violate any Requirement of Law or the terms of any material contract to which the Borrower is a party.

(d) Use of Proceeds. The proceeds from the Loans will be used by the Borrower for the purposes set forth in Section 3(b).

(e) Solvency. As of the date hereof, immediately after giving effect to the transactions contemplated by the Plan of Reorganization, including the entry into this Agreement and the making of the Loans hereunder, and the use of proceeds thereof, (i) the sum of the debt (including contingent liabilities) of the Borrower and its Subsidiaries, on a consolidated basis, does not exceed the fair value of the present assets of the Borrower and its Subsidiaries, on a consolidated basis; (ii) the present fair saleable value of the assets of the Borrower and its Subsidiaries, on a consolidated basis, is not less than the amount that will be required to pay the probable liabilities (including contingent liabilities) of the Borrower and its Subsidiaries, on a consolidated basis, on their debts as they become absolute and matured; (iii) the capital of the Borrower and its Subsidiaries, on a consolidated basis, is not unreasonably small in relation to the business of the Borrower and its Subsidiaries contemplated as of the date hereof; and (iv) the Borrower and its Subsidiaries do not intend to incur, or believe that it will incur, debts (including current obligations and contingent liabilities) beyond their ability to pay such debts as they mature in the ordinary course of business.

(f) Liens. The Borrower has, and at all times will continue to have, good and marketable title to all of the Collateral, subject to Permitted Liens. The Collateral now is, and at all times will remain, free and clear of any and all Liens, except for Permitted Liens. The Administrative Agent (in favor of the Secured Parties) now has, and will at all times continue to have, a perfected and enforceable first priority security interest in all of the Collateral, and the Borrower will at all times defend the Secured Parties and the Collateral against all claims of others, other than the lenders of Permitted Liens.

(g) Collateral. As of the date hereof, Schedule 5(g) hereto lists, as of the date hereof:

(i) the exact legal name of the Borrower, as such name appears in its organizational documents filed with the Secretary of State of the Borrower's jurisdiction of organization;

(ii) the type of entity of the Borrower;

(iii) the organizational identification number of the Borrower;

(iv) any other legal name that the Borrower has had or used on any filing with the Internal Revenue Service in the preceding five year period;

- (v) any change in the jurisdiction of organization of the Borrower in the preceding four month period;
- (vi) the address of the chief executive officer of the Borrower;
- (vii) any certificated equity interests and/or Instruments held by the Borrower;
- (viii) any United States Copyrights, Trademarks or Patents (or applications therefor) held by the Borrower;
- (ix) any Commercial Tort Claims held by the Borrower;
- (x) any real property owned by the Borrower in fee simple; and
- (xi) any Deposit Accounts and/or Securities Accounts maintained by the Borrower.

6. Repayments; Prepayments.

(a) Repayments. The full outstanding principal amount of the Loans under this Agreement, together with all accrued and unpaid interest and fees hereunder (including any MOIC Amount), shall become due and payable on the Maturity Date or on such earlier date pursuant to Section 16(b) hereof. All monies due hereunder, other than interest that is payable in kind pursuant to the terms hereof, shall be paid in immediately available US Dollars. If any payment on this Agreement shall be due on a day that is not a Business Day, it shall be payable on the next succeeding Business Day. Unless otherwise specified in this Agreement, all payments hereunder shall be applied to accrued and unpaid interest and to outstanding principal of any Loan in such order as determined by the Borrower in its sole discretion.

(i) The Borrower hereby authorizes the Administrative Agent to debit the Interest Escrow Account, in consultation with the Borrower but without notice to any other party (provided that such consultation is not required for debits made in accordance with Sections 2(b) and the last sentence of Section 13(c) or after the occurrence of an Event of Default), to make any payment required to be paid in cash pursuant to the terms hereof, when due and payable hereunder.

(b) Voluntary Prepayments. Subject to clause (d) hereof, the Borrower may, at its option, upon written notice to the Administrative Agent, prepay the Loans under this Agreement (including any amount added to the principal thereof pursuant to the terms hereof), in whole or in part, at any time or from time to time without premium or penalty, and such prepayment shall be accompanied by payment of accrued and unpaid interest through the date of prepayment; provided that such notice must be received by the Administrative Agent not later than 1:00 p.m., New York City time three (3) Business Days prior to any date of prepayment of Loans. Each such notice shall specify the date and amount of such Loans to be prepaid. The Administrative Agent will promptly notify each Lender of its receipt of each such notice, and of the amount of such Lender's applicable percentage of such prepayment. If such notice is given by the Borrower, the Borrower shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein. Each prepayment of the Loans pursuant to this Section 6(b) shall be applied ratably to the outstanding Loans and shall be paid to the Lenders in accordance with their respective applicable percentages.

(c) Application of Payments. Payments under this Agreement and proceeds of Collateral shall be applied (i) first, to the payment of that portion of Obligations constituting fees, indemnities, expenses and other amounts payable under the Loan Documents, including under Section 21(b) and Section 21(c), payable to the Administrative Agent in its capacity as such, (ii) second, to the payment of that portion of Obligations constituting fees, indemnities, expenses and other amounts payable under Section 21(b) and Section 21(c) (other

than principal and interest) payable ratably among the Lenders, (iii) third, to the payment of accrued and unpaid and/or uncapitalized interest required to be paid pursuant to Section 2 hereof until such interest is paid in full, ratably among the Lenders, (iv) fourth, to the repayment of the unpaid principal of the Loans and the unpaid MOIC Amount, ratably among the Lenders, (v) fifth, to the repayment of the other Obligations hereunder to the extent unpaid and (vi) last, the balance, if any, after all the Obligations have been paid in full, to the Borrower or as otherwise required by law.

(d) MOIC. In the event that the Borrower repays or prepays the Loans or the Loans are otherwise accelerated for any reason (including, but not limited to, the occurrence of an Event of Default pursuant to Section 17(b) (including upon the occurrence of a Bankruptcy Event), such repayment, prepayment or acceleration shall be accompanied by the MOIC Amount with respect to the amount so repaid, prepaid or accelerated, which shall be paid to the Administrative Agent for the ratable account of each of the Lenders.

(i) Any MOIC Amount payable above shall be presumed to be the liquidated damages sustained by each Lender as the result of the early termination of the Loans and the Borrower agrees that the payment of the MOIC Amount is reasonable under the circumstances currently existing. Without limiting the generality of the foregoing and notwithstanding anything to the contrary in this Agreement or any other Loan Document, it is understood and agreed that if the Obligations are accelerated as a result of the occurrence and continuance of any Event of Default (including by operation of law or otherwise), the MOIC Amount determined as of the date of acceleration, will also be due and payable and will be treated and deemed as though the Loans were prepaid were terminated as of such date and shall constitute part of the Obligations for all purposes herein. The MOIC Amount shall also be payable on the outstanding principal amount of Loans in the event the Obligations (and/or this Agreement) are satisfied or released by foreclosure (whether by power of judicial proceeding), deed in lieu of foreclosure or by any other means. THE BORROWER EXPRESSLY WAIVES THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE OR LAW THAT PROHIBITS OR MAY PROHIBIT THE COLLECTION OF THE MOIC AMOUNT ON THE OUTSTANDING PRINCIPAL AMOUNT OF THE LOANS IN CONNECTION WITH ANY SUCH ACCELERATION. The Borrower expressly agrees that: (A) the MOIC Amount on the outstanding principal amount of the Loans is reasonable and is the product of an arm's length transaction between sophisticated business people, ably represented by counsel; (B) the MOIC Amount on the outstanding principal amount of the Loans shall be payable notwithstanding the then prevailing market rates at the time payment is made; (C) there has been a course of conduct between Lenders and the Borrower giving specific consideration in this transaction for such agreement to pay the MOIC Amount; and (D) the Borrower shall be estopped hereafter from claiming differently than as agreed to in this paragraph. The Borrower expressly acknowledges that its agreement to pay the MOIC Amount on the outstanding principal amount of the Loans to the Lenders as herein described is a material inducement to the Lenders, as applicable, to make the Loans.

(ii) For the avoidance of doubt, upon the occurrence of any event described in Section 16(a)(iv) (any such event, a "Bankruptcy Event"), the MOIC Amount shall immediately become a liquidated, noncontingent claim and each Lender entitled to a portion of the MOIC Amount shall, as of the date of the occurrence of such Bankruptcy Event, have a claim pari passu with the rest of the Obligations (and the Borrower agrees not to object to or oppose any such claim) for the amount of the MOIC Amount that such Lender is entitled to receive. The parties hereto acknowledge and agree that the MOIC Amount shall survive the acceleration of the Obligations and/or the occurrence of any Bankruptcy Event, and, in either case, shall automatically accrue to the principal amount of the Loans. Upon the occurrence of any event triggering the MOIC Amount set forth in this clause (d), the MOIC Amount shall immediately become due and payable, in each case, without presentment, demand, protest or

other requirements of any kind, each of which are hereby expressly waived by the Borrower to the extent permitted by any Requirement of Law.

7. Restricted Payments. The Borrower shall not declare or make, or agree to pay or make, directly or indirectly, any Restricted Payment; provided that, (x) the Borrower may make Permitted Tax Distributions, so long as the proceeds of such Restricted Payment are promptly applied by the applicable parent entity of the Borrower promptly to satisfy the applicable tax obligation and (y) after the Minimum MOIC Condition has been satisfied, the Borrower may make Restricted Payments to its equity holders (on a pro rata basis) in an amount not to exceed the amount actually received by the Borrower in cash from Opco Holdings (or a Subsidiary of Opco Holdings) for the purposes of making such Restricted Payment (clauses (x) and (y), a “Permitted Restricted Payment”).

8. Investments. The Borrower shall not, and shall not permit any of its Subsidiaries to, make any Investment, except:

(a) Opco Holdings, Opco Borrower and their respective Subsidiaries may make Investments that are permitted by the terms of the ABL Credit Agreement; provided that (i) if any such Investment is subject to any “dollar” cap (including any applicable “EBITDA grower”) or any ratio or other “incurrence test” in the ABL Credit Agreement, such Investment shall be permitted to be made under this Agreement in an amount equal to the most borrower-favorable of such analogous “dollar” cap (including any applicable “EBITDA grower”) or ratio or other “incurrence test”, as applicable, contained in the ABL Credit Agreement plus a 25% borrower-favorable cushion on such amount (which, for the avoidance of doubt, in the case of any leverage-based incurrence test shall be calculated by multiplying the applicable ratio by 1.25 (e.g., 6.0x multiplied by 1.25, results in 7.5x)) and (ii) notwithstanding clause (i) above, if any such Investment is permitted to be made on an unlimited basis pursuant to the terms of the ABL Credit Agreement, then such Investment shall be permitted to be made under this Agreement on an unlimited basis; and

(b) the Borrower may make Investments in Opco Holdings, Opco Borrower (or a Subsidiary thereof) (this clause (b), “Permitted Investments”).

9. Indebtedness. The Borrower shall not, and shall not permit any of its Subsidiaries to, create, incur, assume, guarantee or permit to exist any indebtedness, except Opco Holdings, Opco Borrower and their respective Subsidiaries may incur, assume, guarantee or permit to exist any indebtedness that is permitted by the terms of the ABL Credit Agreement; provided that:

(a) if any such indebtedness is subject to any “dollar” cap (including any applicable “EBITDA grower”) or any ratio or other “incurrence test” in the ABL Credit Agreement, such indebtedness shall be permitted to be incurred, assumed, guaranteed or exist, as applicable, under this Agreement in an amount equal to the most borrower-favorable of such analogous “dollar” cap (including any applicable “EBITDA grower”) or ratio or other “incurrence test”, as applicable, contained in the ABL Credit Agreement plus a 25% borrower-favorable cushion on such amount (which, for the avoidance of doubt, in the case of any leverage-based incurrence test shall be calculated by multiplying the applicable ratio by 1.25 (e.g., 6.0x multiplied by 1.25, results in 7.5x));

(b) notwithstanding clause (a) above, if any such indebtedness is permitted to be incurred, assumed, guaranteed or exist on an unlimited basis pursuant to the terms of the ABL Credit Agreement, then such indebtedness shall be permitted to be incurred, assumed, guaranteed or exist under this Agreement on an unlimited basis; and

(c) any indebtedness in respect of netting services, automatic clearinghouse arrangements, overdraft protections and similar arrangements in each case incurred in the ordinary course (including in connection with the Interest Escrow Account and any other account of the Borrower) shall be permitted to be incurred, assumed, guaranteed or exist under this Agreement on an unlimited basis.

10. Passive Holdings.

(a) The Borrower shall not conduct, transact or otherwise engage in any business or operations other than (i) the ownership and/or acquisition of the equity interests of Opco Holdings, (ii) the maintenance of its legal existence, including the ability to incur fees, costs and expenses relating to such maintenance, (iii) participating in tax, accounting and other administrative matters as a member of a consolidated group of with its parent entities and its Subsidiaries, (iv) the performance of its obligations under and in connection with this Agreement, (v) making any Permitted Restricted Payment, (vi) making any Permitted Investment, (vii) incurring fees, costs and expenses relating to overhead and general operating including professional fees for legal, tax and accounting issues and paying taxes, (viii) providing indemnification to officers and members of the board of directors, board of manager or the functional equivalent of the foregoing, in each case, of the Borrower, (ix) activities incidental to the consummation of the transactions contemplated by this Agreement, and (x) activities incidental to the businesses or activities described in clauses (i) to (ix) of this clause (a); and

(b) The Borrower shall not (x) own or acquire any material assets (other than equity interests of Opco Holdings, the Interest Escrow Account and cash and cash equivalents), (y) incur any indebtedness or liabilities (other than liabilities as referred to in clause (a) above, liabilities imposed by law, including tax liabilities, and other liabilities incidental to its existence and business and activities permitted by this Agreement) or (z) voluntarily create, incur, assume or permit to exist any lien on any property or asset (in either case) now owned or hereafter acquired by it to secure obligations in respect of debt for borrowed money.

11. Amendments or Waivers of Organizational Documents.

(a) The Borrower shall not, nor shall it permit any of its Subsidiaries to, agree to any amendment, restatement, supplement or other modification to, or waiver of, any of its organizational documents after the Closing Date without obtaining the prior written consent of the Required Lenders to such amendment, restatement, supplement or other modification or waiver.

(b) The Borrower shall not (and shall not permit Opco Holdings to) amend, modify or otherwise change its name, jurisdiction of organization, organizational identification number or FEIN, except that the Borrower and Opco Holdings may (A) change its name, jurisdiction of organization, organizational identification number or FEIN in connection with a transaction permitted by Section 12 and (B) change its name so long as the Borrower provides written notice to the Administrative Agent within thirty (30) days of such change.

12. Fundamental Changes; Dispositions.

(a) The Borrower shall not merge, dissolve, liquidate, consolidate with or into another Person, or Dispose of (whether in one transaction or in a series of transactions) all or substantially all of its assets (whether now owned or hereafter acquired) to or in favor of any Person or make any other Disposition; provided that, for the avoidance of doubt, the issuance of any of its equity interests by Opco Holdings to directors and officers of Opco Holdings and its subsidiaries pursuant to any management incentive plan, employee retention plan or other similar employee benefit plan shall be permitted.

(b) The Borrower shall not permit any of its Subsidiaries to (x) merge, dissolve, liquidate, consolidate with or into another Person, or Dispose of (whether in one transaction or in a series of transactions) all or substantially all of its assets (whether now owned or hereafter acquired) to or in favor of any Person or (y) otherwise make any Disposition, except (a) the Subsidiaries of Opco Borrower (but not Opco Holdings or Opco Borrower) may merge, dissolve, liquidate, consolidate with or into another Person or make of Disposition of all of its assets, in each case, to the extent permitted by the terms of the ABL Credit Agreement and (b) Opco Holdings, Opco Borrower and their respective Subsidiaries may make any other Disposition not described in clause (a) above, to the extent permitted by the terms of the ABL Credit Agreement; provided that (i) if any such

Disposition is subject to any “dollar” cap (including any applicable “EBITDA grower”) or any ratio or other “incurrence test” in the ABL Credit Agreement, such Disposition shall be permitted under this Agreement in an amount equal to the most borrower-favorable of such analogous “dollar” cap (including any applicable “EBITDA grower”) or ratio, as applicable, contained in the ABL Credit Agreement plus a 25% borrower-favorable cushion on such amount (which, for the avoidance of doubt, any leverage-based test shall be calculated by multiplying the applicable ratio by 1.25 (e.g., 6.0x multiplied by 1.25, results in 7.5x) and (ii) notwithstanding clause (a) above, if any such Disposition is permitted on an unlimited basis pursuant to the terms of the ABL Credit Agreement, then such Disposition shall be permitted under this Agreement on an unlimited basis.

13. Interest Escrow Account.

(a) No later than the date that is 10 Business Days after the Closing Date (or such later date as the Required Lenders may agree in their sole discretion), the Borrower shall have (i) opened a new deposit account at a depository bank reasonably satisfactory to the Administrative Agent and the Required Lenders, (ii) designated such account (and the details thereof) as the “Interest Escrow Account” in writing to the Administrative Agent and (iii) substantially simultaneously with such designation, transferred all amounts then in the Initial Interest Escrow Account into the new deposit account, at which point, such new deposit account shall automatically become the Interest Escrow Account for all purposes under this Agreement (and the Initial Escrow Account shall no longer be the Interest Escrow Account) (the date of such designation and transfer, the “Interest Escrow Account Transfer Date”). No later than the date that is 15 Business Days after the Closing Date (or such later date as the Required Lenders may agree in their sole discretion), the Borrower shall have entered into an account control agreement among the Borrower, the depository bank holding the Interest Escrow Account and the Administrative Agent, for the benefit of the Secured Parties, pursuant to which the Administrative Agent is granted exclusive “control” over the Interest Escrow Account, in form and substance satisfactory to the Required Lenders and the Administrative Agent (an “Interest Escrow Account Control Agreement”).

(b) The Borrower shall deposit all amounts received by it (whether as a dividend or distribution from Opco Holdings, the Opco Borrower or any of their respective subsidiaries or in any other form from any other person) into the Interest Escrow Account; provided that:

(1) to the extent the Borrower receives any amount as a cash contribution to equity from any of its equity holders to be contributed to Opco Holdings and/or Opco Borrower, the Borrower shall not be required to deposit such amounts into the Interest Escrow Account so long as such amounts are promptly so contributed to Opco Holdings and/or Opco Borrower; and

(2) (A) amounts that the Borrower reasonably believes shall be utilized by the Borrower within one month of the receipt thereof to pay for ordinary course expenses in cash (including legal costs, overhead and taxes) and (B) amounts that the Borrower reasonably believes will be utilized to make Permitted Tax Distributions, in each case, shall not be required to be deposited in the Interest Escrow Account;

; provided, further that all such amounts that are so retained and not so applied to pay ordinary course expenses shall be deposited in the Interest Escrow Account on or prior to the date that is one month after the receipt thereof.

(c) Until all Obligations are paid in full in cash (or the earlier termination of the Facility), the Administrative Agent shall have exclusive dominion and control, including exclusive right of withdrawal, over the Interest Escrow Account; provided that, unless an Event of Default has occurred and is continuing, the Administrative Agent shall only take such actions with respect to the Interest Escrow Account as are expressly provided in this Agreement. Other than any interest earned on the investment of such deposits in cash equivalents, which investments shall be made at the option and sole discretion of the Required Lenders, the

Interest Escrow Deposit shall not bear interest. Interest or profits, if any, on such investments shall accumulate in the Interest Escrow Account. The Interest Escrow Deposit shall automatically be applied to make payments required to be made in cash hereunder when such payments are due and payable as set forth herein. On the Maturity Date, the Administrative Agent shall (and is hereby directed and authorized by the Borrower and the Lenders to), (1) first apply all amounts remaining in the Interest Escrow Account, and all other property received in respect of, or as proceeds of, or in substitution or exchange for, any of the Interest Escrow Account, to pay the Obligations (other than contingent Obligations for which no claim has been made) in accordance with Section 6(c) until all of the Obligations are paid in full in cash and (2) then, promptly remit any remaining amounts to the Borrower pursuant to the wire instructions delivered by the Borrower to the Administrative Agent therefor in writing.

14. Security.

(a) In order to secure the full and punctual observance and performance when due of the obligations of the Borrower under this Agreement and the other Loan Documents, including, but not limited to, payment of principal and interest and all other obligations (including any fees, charges, expense reimbursement and/or indemnification obligations and the MOIC Amount) owing to the Secured Parties with respect to this Agreement and any other Loan Document (collectively, the “Obligations”), the Borrower hereby charges, assigns, pledges and grants to the Administrative Agent (on behalf of the Secured Parties) a continuing security interest in and to, and a lien upon and right of set-off against, all right, title and interest in the Collateral.

(b) The Borrower hereby authorizes the Administrative Agent, its counsel or designee to file, in the name of the Borrower, as applicable, any UCC or similar financing and continuation statements the Administrative Agent in its sole discretion may deem necessary or appropriate to further protect or maintain the perfection of the security interests.

(c) The Borrower agrees that, at any time an Event of Default has occurred and is continuing, the Administrative Agent may exercise any or all of the following rights and remedies (in addition to the rights and remedies existing under applicable Requirements of Law):

(i) the rights and remedies provided in this Agreement,

(ii) the rights and remedies available to a secured party under the UCC (whether or not the UCC applies to the affected Collateral) and/or under any other applicable Requirements of Law (including, without limitation, any law governing the exercise of a bank’s right of setoff or bankers’ Lien) when a debtor is in default under a security agreement,

(iii) without notice, demand or advertisement of any kind to the Borrower or any other Person, but subject to the terms of any applicable lease agreement, personally, or by agents or attorneys, enter the premises of the Borrower where any Collateral is located (through self-help and without judicial process) to collect, receive, assemble, process, appropriate, sell, lease, assign, grant an option or options to purchase or otherwise Dispose of, deliver, or realize upon, the Collateral or any part thereof in one or more parcels at one or more public or private sales (which sales may be adjourned or continued from time to time with or without notice and may take place at the Borrower’s premises or elsewhere), for cash, on credit or for future delivery without assumption of any credit risk, and upon such other terms as the Administrative Agent may deem commercially reasonable,

(iv) upon prior written notice to the Borrower, (A) transfer and register in its name or in the name of its nominee the whole or any part of the Pledged Collateral, and (B) exercise the voting and all other rights on behalf of the Secured Parties with respect thereto (whereupon the voting and other rights of the Borrower shall immediately cease such that the Administrative Agent, on behalf of the Secured Parties, shall have the sole right to exercise such voting and

other rights while the relevant Event of Default is continuing), to collect and receive all cash dividends, interest, principal and other distributions made thereon and to otherwise act with respect to the Pledged Collateral as though the Administrative Agent was the outright owner thereof and

(v) to take possession of the Collateral or any part thereof, by directing the Borrower in writing to deliver the same to the Administrative Agent at any reasonable place or places designated by the Administrative Agent, in which event the Borrower shall at its own expense forthwith cause the same to be moved to the place or places so designated by the Administrative Agent and there delivered to the Administrative Agent.

(d) The Administrative Agent shall have absolute discretion as to the time of application of any such proceeds, money or balance in accordance with this Agreement.

(e) It is understood and agreed that, during the continuance of an Event of Default, the Lenders (through the Administrative Agent at the direction of the Required Lenders) may credit bid all or any portion of the Obligations (including by accepting some or all of the Collateral in satisfaction of some or all of the Obligations pursuant to a deed in lieu of foreclosure or otherwise) and in such manner purchase (either directly or through one or more acquisition vehicles) all or any portion of the Collateral (i) at any sale thereof conducted under the provisions of the Bankruptcy Code, including under Sections 363, 1123 or 1129 of the Bankruptcy Code, or any similar laws in any other jurisdictions to which the relevant Person is subject, or (ii) at any other sale, foreclosure or acceptance of collateral in lieu of debt conducted by (or with the consent or at the direction of) the Administrative Agent (at the direction of the Required Lenders) (whether by judicial action or otherwise) in accordance with any Requirement of Law. In connection with any such credit bid and purchase, the Obligations owed to the Lenders shall be credit bid by the Lenders for the asset or assets so purchased (or for the equity or debt instruments of the acquisition vehicle or vehicles that are issued in connection with such purchase).

(f) The security interest granted pursuant to this Section 14 will be released automatically upon the payment in full in cash of the Obligations (other than contingent Obligations for which no claim has been made). At the expense of the Borrower, the Administrative Agent will take such actions as the Borrower may reasonably request to evidence the release of the security interest contemplated by this Section 14(f), which release shall be without recourse to or representation or warranty by the Administrative Agent of any kind.

(g) The Borrower hereby irrevocably authorizes the Administrative Agent and appoints the Administrative Agent (and all officers, employees or agents designated by the Administrative Agent) as its true and lawful attorney in fact, with full power of substitution, (i) at any time that an Event of Default has occurred and is continuing, in the sole discretion of the Administrative Agent (in the name of the Borrower or otherwise), (A) to contact and enter into one or more agreements with the issuers of uncertificated securities that constitute Collateral or with securities intermediaries holding Collateral as may be necessary or advisable to give the Administrative Agent control over such Pledged Collateral in accordance with the terms hereof, (B) to endorse and collect any cash proceeds of the Collateral and to apply the proceeds of any Collateral received by the Administrative Agent to the Obligations as provided herein or in this Agreement, (C) to demand payment or enforce payment of any receivable in the name of the Administrative Agent or the Borrower and to endorse any check, draft and/or any other instrument for the payment of money relating to any such receivable, (D) to sign the Borrower's name on any invoice or bill of lading relating to any receivable, any draft against any account debtor of the Borrower, and/or any assignment and/or verification of any receivable, (E) to exercise all of the Borrower's rights and remedies with respect to the collection of any receivable and any other Collateral, (F) to settle, adjust, compromise, extend or renew any receivable, (G) to settle, adjust or compromise any legal proceeding brought to collect any receivable, (H) to prepare, file and sign the Borrower's name on a proof of claim in bankruptcy or similar document against any account debtor of the Borrower, (I) to prepare, file and sign the Borrower's name on any notice of Lien, assignment or satisfaction of Lien or similar document in connection with any receivable, (J) to change the address for delivery of mail addressed to the Borrower to such address as

the Administrative Agent may designate and to receive, open and dispose of all mail addressed to the Borrower provided copies of such mail are provided to the Borrower), (K) to discharge past due taxes, assessments, charges, fees or Liens on the Collateral (except for Permitted Liens), (L) to make, settle and adjust claims in respect of Collateral under policies of insurance and endorse the name of the Borrower on any check, draft, instrument or other item of payment for the proceeds of such policies of insurance, (M) to obtain or maintain the policies of insurance or to pay any premium in whole or in part relating thereto and (N) to do all other acts and things or institute any proceeding which the Administrative Agent may reasonably deem to be necessary (pursuant to this Agreement and in accordance with applicable Requirements of Law) to carry out the terms of this Agreement and to protect the interests of the Administrative Agent; and, when and to the extent required pursuant to this Agreement, the Borrower agrees to reimburse the Administrative Agent for any payment made in connection with this paragraph or any expense (including reasonable and documented attorneys' fees, court costs and out-of-pocket expenses) and other charges related thereto incurred by the Administrative Agent in connection with any of the foregoing (it being understood that any such sums shall constitute additional Obligations); provided that, this authorization shall not relieve the Borrower of any of its obligations under this Agreement. The powers conferred on the Administrative Agent, for the benefit of the Secured Parties, under this clause (g) are solely to protect the Secured Parties' interests in the Collateral and shall not impose any duty upon the Administrative Agent to exercise any such powers.

(h) THE BORROWER HEREBY IRREVOCABLY CONSTITUTES AND APPOINTS THE ADMINISTRATIVE AGENT AS ITS PROXY AND ATTORNEY-IN-FACT (AS SET FORTH ABOVE), WITH FULL POWER OF SUBSTITUTION, WITH RESPECT TO THE PLEDGED COLLATERAL, INCLUDING, DURING THE CONTINUATION OF AN EVENT OF DEFAULT AND SUBJECT TO ANY NOTICE REQUIREMENTS AS SET FORTH HEREIN, THE RIGHT TO VOTE SUCH PLEDGED COLLATERAL, WITH FULL POWER OF SUBSTITUTION TO DO SO. IN ADDITION TO THE RIGHT TO VOTE ANY SUCH PLEDGED COLLATERAL, THE APPOINTMENT OF THE ADMINISTRATIVE AGENT AS PROXY AND ATTORNEY-IN-FACT SHALL INCLUDE THE RIGHT, UPON THE OCCURRENCE AND DURING THE CONTINUATION OF AN EVENT OF DEFAULT AND SUBJECT TO ANY NOTICE REQUIREMENT AS SET FORTH HEREIN, TO EXERCISE ALL OTHER RIGHTS, POWERS, PRIVILEGES AND REMEDIES TO WHICH A HOLDER OF SUCH PLEDGED COLLATERAL WOULD BE ENTITLED (INCLUDING GIVING OR WITHHOLDING WRITTEN CONSENTS OF SHAREHOLDERS, CALLING SPECIAL MEETINGS OF SHAREHOLDERS AND VOTING AT SUCH MEETINGS). SUCH PROXY SHALL BE EFFECTIVE, AUTOMATICALLY AND WITHOUT THE NECESSITY OF ANY ACTION (INCLUDING ANY TRANSFER OF ANY SUCH PLEDGED COLLATERAL ON THE RECORD BOOKS OF THE ISSUER THEREOF) BY ANY PERSON (INCLUDING THE ISSUER OF SUCH PLEDGED COLLATERAL OR ANY OFFICER OR AGENT THEREOF), IN EACH CASE ONLY WHEN AN EVENT OF DEFAULT HAS OCCURRED AND IS CONTINUING AND UPON THREE (3) BUSINESS DAYS' PRIOR WRITTEN NOTICE TO THE BORROWER.

(i) THE APPOINTMENT OF THE ADMINISTRATIVE AGENT AS PROXY AND ATTORNEY-IN-FACT IN THIS SECTION 15 IS COUPLED WITH AN INTEREST AND SHALL BE IRREVOCABLE. NOTWITHSTANDING ANYTHING CONTAINED HEREIN, NEITHER THE ADMINISTRATIVE AGENT NOR ANY OF ITS AGENT-RELATED PERSONS SHALL HAVE ANY DUTY TO EXERCISE ANY RIGHT OR POWER GRANTED HEREUNDER OR OTHERWISE OR TO PRESERVE THE SAME AND SHALL NOT BE LIABLE FOR ANY FAILURE TO DO SO OR FOR ANY DELAY IN DOING SO, EXCEPT TO THE EXTENT SUCH DAMAGES ARE ATTRIBUTABLE TO GROSS NEGLIGENCE OR WILLFUL MISCONDUCT ON THE PART OF SUCH PERSON AS FINALLY DETERMINED BY A COURT OF COMPETENT JURISDICTION IN A FINAL AND NON-APPEALABLE DECISION; PROVIDED, THAT THE FOREGOING EXCEPTION SHALL NOT BE CONSTRUED TO OBLIGATE THE ADMINISTRATIVE AGENT TO TAKE OR REFRAIN FROM TAKING ANY ACTION WITH RESPECT TO THE COLLATERAL.

15. Taxes.

(a) Except as required by applicable law, the Borrower shall make all payments under the Loan Documents, whether on account of principal, interest, fees or otherwise, free of and without deduction or withholding for any present or future taxes, duties or other charges in the nature of a tax (“Taxes”). If any applicable law (as determined in the good faith discretion of the Borrower or other applicable withholding agent) requires the deduction or withholding of any Tax from any such payment by the Borrower, then the Borrower or other applicable withholding agent shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with applicable law and, if such Tax (other than an Excluded Tax) is imposed on or with respect to any payment made by or on account of any obligation of the Borrower under any Loan Document (“Indemnified Taxes”), then the sum payable by the Borrower shall be increased as necessary so that after such deduction or withholding has been made (including such deductions and withholdings applicable to additional sums payable under this Section 15(a)) the Administrative Agent or Lender (as applicable) receives an amount equal to the sum it would have received had no such deduction or withholding been made. For the avoidance of doubt, Indemnified Taxes do not include (A) taxes (i) imposed as a result of such Administrative Agent or Lender being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) imposed as a result of a present or former connection between the Administrative Agent or the Lenders and the jurisdiction imposing such tax (other than connections arising from the Administrative Agent or the Lenders having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to, or enforced, this Agreement, or sold or assigned an interest in this Agreement), (B) in the case of a Lender, withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan or commitment pursuant to a law in effect on the date on which (i) such Lender acquires such interest in the Loan or commitment or (ii) such Lender changes its lending office, except in each case to the extent that, pursuant to this Section 15(a), amounts with respect to such Taxes were payable either to such Lender’s assignor immediately before such Lender became a party hereto or to such Lender immediately before it changed its lending office, (C) Taxes attributable to such Administrative Agent’s or Lender’s failure to comply with Section 15(c), and (D) any withholding Taxes imposed under FATCA (collectively, “Excluded Taxes”).

(b) Without duplication of any obligation under Section 15(a), the Borrower agrees to indemnify the Administrative Agent and each Lender for (i) the full amount of any Indemnified Taxes (including any Indemnified Taxes imposed or asserted by any jurisdiction in respect of amounts payable under this Section 15) payable by the Administrative Agent or such Lender and (ii) any reasonable expenses arising therefrom or with respect thereto, in each case whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. Payments under this Section 15 shall be made within ten (10) days after the date Administrative Agent or such Lender makes a demand therefor. This Section 15(b) shall survive the resignation of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender, the termination of this Agreement and the New Money Commitments and the payment, satisfaction, or discharge of the Loans and all other Obligations payable hereunder and under any other Loan Document.

(c) The Administrative Agent and each Lender shall, at such times as are reasonably requested by the Borrower or the Administrative Agent, as applicable, provide the Borrower and the Administrative Agent with any documentation prescribed by law, or reasonably requested by the Borrower or the Administrative Agent, certifying as to any entitlement of such Lender or Administrative Agent (as applicable) to an exemption from, or reduction in, any withholding Tax with respect to any payments to be made to such Lender or Administrative Agent (as applicable) under any Loan Document or as will enable the Borrower or the Administrative Agent (as applicable) to determine whether the Administrative Agent or such Lender is subject to backup withholding or information reporting requirements (including, for the avoidance of doubt, any documentation in respect of FATCA). Each such Lender or Administrative Agent (as applicable) shall, whenever a lapse in time or change in circumstances renders such documentation expired, obsolete or inaccurate in any material respect, deliver promptly to the Borrower and the Administrative Agent updated or other appropriate documentation (including any new documentation reasonably requested by the applicable

withholding agent) or promptly notify the Borrower and the Administrative Agent in writing of its inability to do so.

16. Events of Default.

(a) The occurrence of any one or more of the following events shall constitute an Event of Default (an “Event of Default”) under this Agreement:

(i) subject to Section 17, the failure to pay (A) principal of this Agreement when due or (B) any other amount owing under this Agreement, in the case of this clause (B), within five (5) days after the date when due;

(ii) subject to Section 17, (A) any default occurs under this Agreement or any other document executed or delivered in connection with this Agreement, including without limitation, any subordination agreement, mortgage or other collateral agreement or (B) any representation or warranty made by the Borrower herein is false when made or deemed to be made, in each case, to the extent such default or misrepresentation is not cured within ten (10) days after the Administrative Agent or any Lender notifies the Borrower thereof;

(iii) any event of default occurs under the ABL Credit Agreement, the Stonebriar Indebtedness (as defined in the ABL Credit Agreement) or any other agreement in connection with any credit the Borrower or any Subsidiary has obtained from any third party or which the Borrower or any Subsidiary has guaranteed, as a result of which the lenders or holders of the debt thereunder have terminated all commitments thereunder (if any) and accelerated or otherwise declared due and payable all obligations with respect thereto prior to the scheduled maturity thereof;

(iv) (A) the Borrower or any Subsidiary of the Borrower files a bankruptcy petition, (B) a bankruptcy petition is filed against any of the foregoing parties and, in the case of this clause (B), it is not dismissed within sixty (60) days after such filing or (C) the Borrower or any Subsidiary of the Borrower makes a general assignment for the benefit of creditors; or a receiver or similar official is appointed for a substantial portion of the Borrower’s or any Subsidiary’s business; or the business is terminated, or the Borrower or any Subsidiary is liquidated or dissolved, other than as expressly permitted under this Agreement;

(v) (A) the Administrative Agent ceases to have a valid and perfected first priority Lien on the equity interests of Opco Holdings, the Interest Escrow Account or any other material portion of the Collateral, in each case, for any reason other than as expressly permitted hereunder or (B) the Borrower purports to revoke or disavow any guaranty or collateral agreement provided in connection with this Agreement;

(vi) any judgments are entered against the Borrower in excess of \$50,000.00; and

(vii) the Borrower ceases to directly hold 100% of the equity interests of Opco Holdings, other than any equity interests issued by Opco Holdings to directors and officers of Opco Holdings and its subsidiaries pursuant to any management incentive plan, employee retention plan or other similar employee benefit plan.

(b) The Borrower agrees that, upon an Event of Default under this Agreement, the Administrative Agent (at the direction of the Required Lenders) may do one or more of the following without prior notice except as required by law or expressly agreed in writing by the Administrative Agent (at the direction of the Required Lenders): (1) declare the Borrower and its Subsidiaries in default, (2) terminate its obligation (if any) to make future borrowings hereunder and (3) declare the Obligations then outstanding to be due and payable

in whole (or in part, in which case any Obligations not so declared to be due and payable may thereafter be declared to be due and payable), and thereupon the Obligations so declared to be due and payable, including all accrued interest and all fees (including the MOIC Amount) and other obligations of the Borrower accrued hereunder, shall become due and payable immediately, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower. In addition, if any Event of Default occurs, the Administrative Agent shall have all rights, powers and remedies available under any instruments and agreements required by or executed in connection with this Agreement or any other Loan Document, as well as all rights and remedies available at law or in equity. Notwithstanding the first sentence of this Section 16(b), upon the occurrence of an Event of Default described in clause (a)(iv) above, all of the Obligations, including all accrued interest and all fees (including the MOIC Amount) and other obligations of the Borrower accrued hereunder, outstanding under this Agreement will automatically be due immediately.

17. Payments in Cash. Notwithstanding anything to the contrary herein, until the ABL Facility has been repaid in full in cash and the ABL Credit Agreement and the ABL Loan Documents have been terminated, the Borrower shall not be required to (A) pay in cash any amount that is due and payable hereunder (including, but not limited to, the principal amount of, or accrued and unpaid and/or uncapitalized interest on, the Loans) and required to be paid in cash pursuant to the terms hereof or (B) make any deposits into the Interest Escrow Account, in each case, so long as and to the extent that (i) any “Event of Default” or similar term (as defined in the ABL Credit Agreement) has occurred and is continuing or would result from the payment of such amount or (ii) Opco Holdings and Opco Borrower is otherwise prohibited under the terms of the ABL Credit Agreement from making a “Restricted Payment” or similar term (as defined in any ABL Credit Agreement) (each of the foregoing events described in clauses (i) and (ii), a “Blockage Event”); provided that, notwithstanding the occurrence of a Blockage Event, the Administrative Agent may satisfy all amounts then due and payable in cash hereunder by debiting such amount from the Interest Escrow Account (to the extent there are sufficient amounts therein to satisfy such amount) and, solely to the extent that the amounts in the Interest Escrow Account are insufficient to satisfy such amount, the unpaid amounts shall be deferred (and shall accrue interest at the Default Rate) until paid in accordance with the immediately following sentence. Upon the Blockage Event no longer continuing, the Borrower shall be required to pay, in cash, any amounts that are then due and payable (or were due and payable but for the occurrence of the Blockage Event) and make the required deposits into the Interest Escrow Account. Notwithstanding the foregoing, this Section 17 shall not apply to (x) any optional prepayments or (y) payment of the principal amount of, and any accrued and unpaid and/or uncapitalized interest, fees and other amounts on, the Loans on the Maturity Date. The Borrower shall provide the Administrative Agent with prompt written notice of the occurrence of any Blockage Event and the discontinuance of any Blockage Event (upon which the Administrative Agent may conclusively rely without further investigation or inquiry). The Administrative Agent shall not be deemed to have knowledge of any Blockage Event (or any discontinuance thereof) unless and until the Administrative Agent has received such notice from the Borrower.

18. Appointment and Authorization of Administrative Agent.

(a) Each Lender hereby irrevocably appoints, designates and authorizes the Administrative Agent to take such action on its behalf under the provisions of this Agreement and each other Loan Document and to exercise such powers and perform such duties as are expressly delegated to it by the terms of this Agreement or any other Loan Document, together with such powers as are reasonably incidental thereto. Notwithstanding any provision to the contrary contained elsewhere herein or in any other Loan Document, the Administrative Agent shall have no duties or responsibilities, except those expressly set forth herein, nor shall the Administrative Agent have or be deemed to have any fiduciary relationship with any Lender or participant, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or any other Loan Document or otherwise exist against the Administrative Agent. Without limiting the generality of the foregoing sentence, the use of the term “agent” herein and in the other Loan Documents with reference to the Administrative Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any Requirement of Law. Instead, such term is used merely as a matter of market custom, and is intended to create or reflect only an administrative relationship between independent contracting parties.

(b) The Administrative Agent shall also act as the “Collateral Agent” under the Loan Documents and each of the Lenders hereby irrevocably appoints and authorizes the Administrative Agent to act as the agent of (and to hold any security interest, charge or other Lien created by the Loan Documents for and on behalf of or on trust for) such Lender for purposes of acquiring, holding and enforcing any and all Liens on Collateral granted to secure any of the Obligations, together with such powers and discretion as are reasonably incidental thereto. In this connection, the Administrative Agent, as the “Collateral Agent” (and any co-agents, sub-agents and attorneys-in-fact appointed by the Administrative Agent pursuant to Section 18(c) for purposes of holding or enforcing any Lien on the Collateral (or any portion thereof) granted under the Loan Documents, or for exercising any rights and remedies thereunder at the direction of the Administrative Agent), shall be entitled to the benefits of all provisions of this Section 18 and Section 21 and all other rights, privileges, protections, immunities, and indemnities granted to the Administrative Agent hereunder and under the other Loan Documents as if set forth in full herein with respect thereto and references to the “Administrative Agent” in provisions granting rights, privileges, protections, immunities, and indemnities to the Administrative Agent hereunder and under the other Loan Documents shall also be deemed to include the Administrative Agent so acting as the Collateral Agent. Without limiting the generality of the foregoing, the Lenders hereby expressly authorize the Administrative Agent to execute any and all documents (including releases) with respect to the Collateral and the rights of the Secured Parties with respect thereto, as contemplated by and in accordance with the provisions of the Loan Documents and acknowledge and agree that any such action by the Administrative Agent shall bind the Lenders.

(c) Delegation of Duties. The Administrative Agent may execute any of its duties under this Agreement or any other Loan Document (including for purposes of holding or enforcing any Lien on the Collateral (or any portion thereof) granted under the Loan Documents or of exercising any rights and remedies thereunder) by or through Affiliates, agents, employees or attorneys-in-fact, such sub-agents as shall be deemed necessary by the Administrative Agent, and shall be entitled to advice of counsel, both internal and external, and other consultants or experts concerning all matters pertaining to such duties. The Administrative Agent shall not be responsible for the negligence or misconduct of any agent or sub-agent or attorney-in-fact that it selects in the absence of gross negligence or willful misconduct as determined by a final, non-appealable judgment of a court of competent jurisdiction.

(d) Liability of the Administrative Agent. No Agent-Related Person shall (a) be liable to any Lender for any action taken or omitted to be taken by any of them under or in connection with this Agreement or any other Loan Document or the transactions contemplated hereby, including their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as Administrative Agent (except for its own gross negligence or willful misconduct, as determined by the final and non-appealable judgment of a court of competent jurisdiction, in connection with its duties expressly set forth herein) or (b) be responsible in any manner to any Lender or participant for any recital, statement, representation or warranty made by the Borrower or any officer thereof, contained herein or in any other Loan Document, or in any certificate, report, statement or other document referred to or provided for in, or received by the Administrative Agent under or in connection with, this Agreement or any other Loan Document, or the validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other Loan Document, perfection or priority of any Lien or security interest created or purported to be created under the Loan Documents, or the satisfaction of any condition set forth in Section 4 or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent, or for any failure of the Borrower or any other party to any Loan Document to perform its obligations hereunder or thereunder. No Agent-Related Person shall be under any obligation to any Lender or participant to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Agreement or any other Loan Document, or to inspect the properties, books or records of the Borrower or any Affiliate thereof. The Administrative Agent shall have no duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that the Administrative Agent is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents); provided that the Administrative Agent shall not be required to take any action that, in its judgment or the judgment of its counsel, may expose the

Administrative Agent to liability or that is contrary to any Loan Document or Requirement of Law, including for the avoidance of doubt any action that may be in violation of the automatic stay under any Debtor Relief Law or that may effect a forfeiture, modification or termination of property of a Defaulting Lender in violation of any Debtor Relief Law. Neither the Administrative Agent nor any of its Agent-Related Persons shall be liable for any action taken or not taken by it (a) with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents) or (b) in the absence of its own gross negligence or willful misconduct, as determined by the final and non-appealable judgment of a court of competent jurisdiction, in connection with its duties expressly set forth herein (which shall not include any action taken or omitted to be taken in accordance with clause (a), for which no Agent-Related Person shall have any liability).

(e) Reliance by the Administrative Agent.

(i) The Administrative Agent shall be entitled to rely, and shall be fully protected in relying, upon any writing, communication, signature, resolution, representation, notice, request, consent, certificate, instrument, affidavit, letter, telegram, facsimile, telex or telephone message, electronic mail message, statement or other document or conversation believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons, and upon advice and statements of legal counsel (including counsel to the Borrower), independent accountants and other experts selected by the Administrative Agent and shall not incur any liability for relying thereon. The Administrative Agent shall be fully justified in failing or refusing to take any action under any Loan Document unless it shall first receive such advice or concurrence of the Required Lenders (or such greater number of Lenders as may be expressly required hereby in any instance) as it deems appropriate and, if it so requests, it shall first be indemnified to its satisfaction by the Lenders against any and all liability and expense which may be incurred by it by reason of taking or continuing to take any such action. The Administrative Agent shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement or any other Loan Document in accordance with a request or consent of the Required Lenders (or such greater number of Lenders as may be expressly required hereby in any instance) and such request and any action taken or failure to act pursuant thereto shall be binding upon all the Lenders.

(ii) For purposes of determining compliance with the conditions specified in Section 4, each Lender that has signed this Agreement shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received notice from such Lender prior to the proposed Closing Date, specifying its objection thereto.

(f) Notice of Default. The Administrative Agent shall not be deemed to have knowledge or notice of the occurrence of any Default or Event of Default, except with respect to defaults in the payment of principal, interest and fees required to be paid to the Administrative Agent for the account of the Lenders, unless the Administrative Agent shall have received written notice from a Lender or the Borrower referring to this Agreement, describing such Default or Event of Default and stating that such notice is a “notice of default.” The Administrative Agent will notify the Lenders of its receipt of any such notice. Subject to the other provisions of this Section 18, the Administrative Agent shall take such action with respect to any Event of Default as may be directed by the Required Lenders in accordance with Section 16; provided that unless and until the Administrative Agent has received any such direction, the Administrative Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Event of Default as it shall deem advisable or in the best interest of the Lenders.

(g) Credit Decision; Disclosure of Information by the Administrative Agent. Each Lender acknowledges that no Agent-Related Person has made any representation or warranty to it, and that no act by

the Administrative Agent hereafter taken, including any consent to and acceptance of any assignment or review of the affairs of the Borrower or any Affiliate thereof, shall be deemed to constitute any representation or warranty by any Agent-Related Person to any Lender as to any matter, including whether Agent-Related Persons have disclosed material information in their possession. Each Lender represents to the Administrative Agent that it has, independently and without reliance upon any Agent-Related Person and based on such documents and information as it has deemed appropriate, made its own appraisal of an investigation into the business, prospects, operations, property, financial and other condition and creditworthiness of the Borrower and its Affiliates, and all applicable bank or other regulatory Laws relating to the transactions contemplated hereby, and made its own decision to enter into this Agreement and to extend credit to the Borrower hereunder. Each Lender also represents that it will, independently and without reliance upon any Agent-Related Person and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit analysis, appraisals and decisions in taking or not taking action under this Agreement and the other Loan Documents, and to make such investigations as it deems necessary to inform itself as to the business, prospects, operations, property, financial and other condition and creditworthiness of the Borrower and its Affiliates. Except for notices, reports and other documents expressly required to be furnished to the Lenders by the Administrative Agent herein, the Administrative Agent shall not have any duty or responsibility to provide any Lender with any credit or other information concerning the business, prospects, operations, property, financial and other condition or creditworthiness of the Borrower or any of its Affiliates which may come into the possession of any Agent-Related Person.

(h) Indemnification of the Administrative Agent. Whether or not the transactions contemplated hereby are consummated, the Lenders shall indemnify upon demand each Agent-Related Person (to the extent not reimbursed by or on behalf of the Borrower and without limiting the obligation of the Borrower to do so), pro rata, and hold harmless each Agent-Related Person from and against any and all Indemnified Liabilities incurred by it in its capacity as an Agent-Related Person; provided that no Lender shall be liable for the payment to any Agent-Related Person of any portion of such Indemnified Liabilities resulting from such Agent-Related Person's own gross negligence or willful misconduct, as determined by the final and non-appealable judgment of a court of competent jurisdiction; provided that no action taken in accordance with the direction of the Required Lenders (or such other number or percentage of the Lenders as shall be required by the Loan Documents) shall be deemed to constitute gross negligence or willful misconduct for purposes of this Section 18(h). In the case of any investigation, litigation or proceeding giving rise to any Indemnified Liabilities, this Section 18(h) applies whether any such investigation, litigation or proceeding is brought by any Lender or any other Person. Without limitation of the foregoing, each Lender shall reimburse the Administrative Agent upon demand for its ratable share of any costs or out-of-pocket expenses (including all reasonable fees, expenses and disbursements of any law firm or other external legal counsel) incurred by the Administrative Agent in connection with the preparation, execution, delivery, administration, modification, amendment or enforcement (whether through negotiations, legal proceedings or otherwise) of, or legal advice in respect of rights or responsibilities under, this Agreement, any other Loan Document, or any document contemplated by or referred to herein, to the extent that the Administrative Agent is not reimbursed for such expenses by or on behalf of the Borrower, provided that such reimbursement by the Lenders shall not affect the Borrower's continuing reimbursement obligations with respect thereto, if any.

(i) Administrative Agent in its Individual Capacity. Alter Domus (US) LLC and its Affiliates may make loans to, accept deposits from, acquire equity interests in and generally engage in any kind of banking, trust, financial advisory, underwriting or other business with the Borrower and its Affiliates as though Alter Domus (US) LLC were not the Administrative Agent hereunder and without notice to or consent of the Lenders. The Lenders acknowledge that, pursuant to such activities, Alter Domus (US) LLC or its Affiliates may receive information regarding the Borrower or any of its Affiliates (including information that may be subject to confidentiality obligations in favor of the Borrower or such Affiliate) and acknowledge that the Administrative Agent shall be under no obligation to provide such information to them.

(j) Successor Administrative Agent. The Administrative Agent may resign as the Administrative Agent upon thirty (30) days' notice to the Lenders and the Borrower. If the Administrative Agent

resigns under this Agreement, the Required Lenders shall appoint a successor agent for the Lenders. If no successor agent is appointed prior to the effective date of the resignation of the Administrative Agent, the Administrative Agent may appoint, with the consent of the Required Lenders, a successor agent. Upon the acceptance of its appointment as successor agent hereunder, the Person acting as such successor agent shall succeed to all the rights, powers and duties of the retiring Administrative Agent and the term “Administrative Agent” shall mean such successor administrative agent, and the retiring Administrative Agent’s appointment, powers and duties as the Administrative Agent shall be terminated. After the retiring Administrative Agent’s resignation hereunder as the Administrative Agent, the provisions of this Section 18 and Section 21 shall inure to its benefit as to any actions taken or omitted to be taken by it while it was the Administrative Agent under this Agreement. If no successor agent has accepted appointment as the Administrative Agent by the date which is thirty (30) days following the retiring Administrative Agent’s notice of resignation, the retiring Administrative Agent’s resignation shall nevertheless thereupon become effective, the Lenders shall perform all of the duties of the Administrative Agent hereunder until such time, if any, as the Required Lenders appoint a successor agent as provided for above (except that in the case of any collateral security held by the Administrative Agent on behalf of the Lenders under any of the Loan Documents, the retiring Administrative Agent shall continue to hold such collateral security until such time as a successor Administrative Agent is appointed), and the retiring Administrative Agent shall be discharged from its duties and obligations under the Loan Documents.

(k) Collateral Matters. The Lenders irrevocably agree that the Administrative Agent shall have no obligation whatsoever to the Lenders or to any other Person to assure that the Collateral exists or is owned by the Borrower or any other Person or is cared for, protected or insured or that the Liens granted to the Administrative Agent herein or pursuant hereto have been properly or sufficiently or lawfully created, perfected, maintained, protected or enforced or are entitled to any particular priority, or to exercise or to continue exercising at all or in any manner or under any duty of care, disclosure or fidelity any of the rights, authorities and powers granted or available to the Administrative Agent in any of the Loan Documents.

(l) Withholding Tax. To the extent required by any Requirement of Law, the Administrative Agent may deduct or withhold from any payment to any Lender under any Loan Document an amount equivalent to any applicable withholding Tax. If the Internal Revenue Service or any other Governmental Authority asserts a claim that the Administrative Agent did not properly withhold Tax from amounts paid to or for the account of any Lender for any reason (including because the appropriate form was not delivered or was not properly executed or because such Lender failed to notify the Administrative Agent of a change in circumstance that rendered the exemption from, or reduction of, withholding Tax ineffective), such Lender shall indemnify and hold harmless the Administrative Agent fully for all amounts paid, directly or indirectly, by the Administrative Agent as Tax or otherwise, and shall make payable in respect thereof within ten (10) days after demand therefore including any penalties, additions to Tax or interest and together with all expenses (including legal expenses, allocated internal costs and out-of-pocket expenses) incurred, whether or not such Tax was correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under this Agreement or any other Loan Document against any amount due the Administrative Agent under this Section 18(l).

(m) Additional Agent Provisions.

(i) The provisions of this Section 18 are solely for the benefit of the Administrative Agent and the Lenders, and the Borrower shall not have rights as a third-party beneficiary of any such provision.

(ii) Notwithstanding anything in this Agreement or any other Loan Document, the Administrative Agent shall not be (i) required to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties, obligations, or responsibilities or in the exercise of any of its rights or powers under this Agreement or under any other Loan

Document, (ii) responsible or liable for any failure or delay in the performance of its obligations under this Agreement or any other Loan Document arising out of or caused, directly or indirectly, by circumstances beyond its control, including without limitation, any act or provision of any present or future law or regulation or Governmental Authority; acts of God; earthquakes; fires; floods; wars; terrorism; civil or military disturbances; sabotage; epidemics; pandemics; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications service; accidents; labor disputes; acts of civil or military authority or governmental actions; or the unavailability of the Federal Reserve Bank wire or telex or other wire or communication facility, or (iii) be required to take title to any Collateral without its prior written consent.

(iii) For the avoidance of doubt, and without limiting the other protections set forth in this Section 18 with respect to any approval, determination, designation, or judgment to be made by the Administrative Agent herein or in the other Loan Documents, the Administrative Agent shall be entitled to request that the Required Lenders (or such other number or percentage of the Lenders as the Administrative Agent shall believe in good faith to be necessary hereunder, under this Agreement or the other Loan Documents) make or confirm such approval, determination, designation, or judgment. The permissive rights of the Administrative Agent to take any actions permitted by this Agreement or any other Loan Document shall not be construed as an obligation or duty to do so.

(iv) With respect to any release requested by the Borrower pursuant to Section 14, the Administrative Agent shall not be required to execute any document or take any action necessary to evidence such requested release on terms that, in its opinion or the opinion of its counsel, could expose the Administrative Agent to liability or create any obligation or entail any consequence other than on terms without recourse to or representation or warranty of any kind by the Administrative Agent.

(v) The Administrative Agent does not warrant or accept any responsibility for, and shall not have any liability with respect to, (a) the continuation of, the administration of, submission of, calculation of, performance of or any other matter related to any interest rate used in this Agreement (including, without limitation, the prime rate, SOFR, the Term SOFR Reference Rate or Term SOFR) or (b) any component definition thereof or rates referred to in the definition thereof, or with respect to any alternative or successor rate thereto, or replacement rate thereof, including without limitation, whether the composition or characteristics of any such alternative, successor or replacement reference rate will be similar to, or produce the same value or economic equivalence of, or have the same value or economic equivalence of as the existing interest rate (or any component thereof) being replaced or have the same volume or liquidity as did any existing interest rate (or any component thereof) prior to its discontinuance or unavailability. The Administrative Agent and its Affiliates and/or other related entities may engage in transactions that affect the calculation of any interest rate (or component thereof) used in this Agreement or any alternative, successor or alternative rate and/or any relevant adjustments thereto, in each case, in a manner adverse to the Borrower. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain any interest rate used in this Agreement, any component thereof, or rates referred to in the definition thereof, in each case pursuant to the terms of this Agreement, and shall have no liability to the Borrower, any Lender or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

(n) Erroneous Payments.

(i) Each Lender hereby agrees that (A) if the Administrative Agent notifies such Lender that the Administrative Agent has determined in its reasonable discretion that any funds received by such Lender from the Administrative Agent or any of its Affiliates were erroneously or mistakenly transmitted to, or otherwise erroneously or mistakenly received by, such Lender (whether or not known to such Lender) (whether as a payment, prepayment or repayment of principal, interest, fees or otherwise; individually and collectively, an “Erroneous Payment”) and demands in writing the return of such Erroneous Payment (or a portion thereof), such Lender shall promptly, but in no event later than two (2) Business Days thereafter, return to the Administrative Agent the amount of any such Erroneous Payment (or portion thereof) as to which such a demand was made, in same day funds (in the currency so received), together with interest thereon in respect of each day from and including the date such Erroneous Payment (or portion thereof) was received by such Lender to the date such amount is repaid to the Administrative Agent in same day funds at the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect and (B) to the extent permitted by any Requirement of Law, such Lender shall not assert any right or claim to the Erroneous Payment, and hereby waives any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the Administrative Agent for the return of any Erroneous Payments received, including, without limitation, waiver of any defense based on “discharge for value” or any similar theory or doctrine. A notice of the Administrative Agent to any Lender or under this clause (i) shall be conclusive, absent manifest error.

(ii) Without limiting immediately preceding clause (i), each Lender hereby further agrees that if it receives a payment from the Administrative Agent (or any of its Affiliates) (x) that is in a different amount than, or on a different date from, that specified in a notice of payment sent by the Administrative Agent, (y) that was not preceded or accompanied by notice of payment, or (z) that such Lender otherwise becomes aware was transmitted, or received, in error or by mistake (in whole or in part), then in each case, if an error has been made, and to the extent permitted by any Requirement of Law, such Lender shall not assert any right or claim to the Erroneous Payment, and hereby waives, any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the Administrative Agent for the return of any Erroneous Payments received, including without limitation waiver of any defense based on “discharge for value” or any similar theory or doctrine. Each Lender agrees that, in each such case, it shall, upon demand in writing from the Administrative Agent, promptly, but in all events no later than two (2) Business Days thereafter, return to the Administrative Agent the amount of any such Erroneous Payment (or portion thereof) as to which such a demand was made in same day funds (in the currency so received), together with interest thereon (except to the extent waived in writing by the Administrative Agent) in respect of each day from and including the date such Erroneous Payment (or portion thereof) was received by such Lender to the date such amount is repaid to the Administrative Agent in same day funds at the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect.

(iii) The Borrower agrees that (x) in the event an Erroneous Payment (or portion thereof) is not recovered from any Lender (and without limiting the Administrative Agent’s rights and remedies under this Section 18(n)), the Administrative Agent shall be subrogated to all the rights of such Lender with respect to such amount and (y) an Erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any Obligations owed by the Borrower; provided, that for the avoidance of doubt, the immediately preceding clauses (x) and (y) shall not apply to the extent any such Erroneous Payment is, and solely with respect to the amount of such Erroneous Payment that is, comprised of funds received by the Administrative Agent

from the Borrower, directly or indirectly, for the purpose of making a payment to pay, prepay, repay, discharge or otherwise satisfy any Obligation.

(iv) In addition to any rights and remedies of the Administrative Agent provided by law, the Administrative Agent shall have the right, upon prior notice to any Lender, with respect to any Erroneous Payment for which a demand has been made in accordance with this Section 18(n) and which has not been returned to the Administrative Agent, to set off and appropriate and apply against such amount any and all deposits (general or special, time or demand, provisional or final but excluding trust accounts), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by the Administrative Agent or any Affiliate, branch or agency thereof to or for the credit or the account of such Lender.

(o) The agreements under this Section 18 shall survive the resignation of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender, the termination of this Agreement and the New Money Commitments and the payment, satisfaction, or discharge of the Loans and all other Obligations payable hereunder and under any other Loan Document.

(p) Platform.

(i) Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by the Administrative Agent. Unless the Administrative Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), provided that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next Business Day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor.

(ii) The Borrower hereby acknowledges that (a) the Administrative Agent may make available to the Lenders materials and/or information provided by or on behalf of the Borrower hereunder (collectively, "Borrower Materials") by posting the Borrower Materials on IntraLinks or another similar electronic system (the "Platform") and (b) certain of the Lenders (each, a "Public Lender") may have personnel who do not wish to receive material non-public information with respect to the Borrower or its Affiliates, or the respective securities of any of the foregoing, and who may be engaged in investment and other market-related activities with respect to such Persons' securities. The Borrower hereby agrees that it will use commercially reasonable efforts to identify that portion of the Borrower Materials that may be distributed to the Public Lenders and that (v) all such Borrower Materials shall be clearly and conspicuously marked "PUBLIC" which, at a minimum, shall mean that the word "PUBLIC" shall appear prominently on the first page thereof; (w) by marking Borrower Materials "PUBLIC," the Borrower shall be deemed to have authorized the Administrative Agent and the Lenders to treat such Borrower Materials as not containing any material non-public information (although it may be sensitive and proprietary) with respect to the Borrower or its Affiliates or any of their respective securities for purposes of United States Federal and state securities laws; (x) all Borrower Materials marked "PUBLIC" are permitted to be made available through a portion of the Platform designated "Public Side Information"; and (y) the Administrative Agent shall be entitled to treat any Borrower Materials that are not marked "PUBLIC" as being

suitable only for posting on a portion of the Platform not designated “Public Side Information”. Notwithstanding the foregoing, the following Borrower Materials may be posted on that portion of the Platform designated for Public Lenders: (1) the Loan Documents, and (2) notification of changes in the terms of the Loans.

(iii) The Platform. THE PLATFORM IS PROVIDED “AS IS” AND “AS AVAILABLE.” THE AGENT PARTIES (AS DEFINED BELOW) DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE BORROWER MATERIALS OR THE ADEQUACY OF THE PLATFORM, AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS IN OR OMISSIONS FROM THE BORROWER MATERIALS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY ANY AGENT PARTY IN CONNECTION WITH THE BORROWER MATERIALS OR THE PLATFORM. In no event shall the Administrative Agent or any of its Agent-Related Persons (collectively, the “Agent Parties”) have any liability to the Borrower, any Lender or any other Person for losses, claims, damages, liabilities or expenses of any kind (whether in tort, contract or otherwise) arising out of the Borrower’s or the Administrative Agent’s transmission of Borrower Materials through the Internet, except to the extent that such losses, claims, damages, liabilities or expenses are determined by a court of competent jurisdiction by a final and non-appealable judgment to have resulted from the gross negligence or willful misconduct of such Agent Party; provided, however, that in no event shall any Agent Party have any liability to the Borrower, any Lender or any other Person for indirect, special, incidental, consequential or punitive damages (as opposed to direct or actual damages).

(q) Change of Address, Etc. Each of the Borrower and the Administrative Agent may change its address or telecopier for notices and other communications hereunder by notice to the other parties hereto. Each other Lender may change its address or facsimile for notices and other communications hereunder by notice to the Borrower and the Administrative Agent. In addition, each Lender agrees to notify the Administrative Agent from time to time to ensure that the Administrative Agent has on record (i) an effective address, contact name, telephone number, telecopier number and electronic mail address to which notices and other communications may be sent and (ii) accurate wire instructions for such Lender. Furthermore, each Public Lender agrees to cause at least one individual at or on behalf of such Public Lender to at all times have selected the “Private Side Information” or similar designation on the content declaration screen of the Platform in order to enable such Public Lender or its delegate, in accordance with such Public Lender’s compliance procedures and applicable Law, including United States Federal and state securities Laws, to make reference to Borrower Materials that are not made available through the “Public Side Information” portion of the Platform and that may contain material non-public information with respect to the Borrower or their securities for purposes of United States Federal or state securities laws.

(r) Reliance by Administrative Agent and Lenders. The Administrative Agent and the Lenders shall be entitled to rely and act upon any notices purportedly given by or on behalf of the Borrower even if (i) such notices were not made in a manner specified herein, were incomplete or were not preceded or followed by any other form of notice specified herein, or (ii) the terms thereof, as understood by the recipient, varied from any confirmation thereof. The Borrower shall indemnify each Agent-Related Person and each Lender from all losses, costs, expenses and liabilities resulting from the reliance by such Person on each notice purportedly given by or on behalf of the Borrower in the absence of gross negligence or willful misconduct.

(s) Agent Fee Letter. The Borrower shall pay to the Administrative Agent such fees as shall have been separately agreed upon in the Agent Fee Letter in the amounts and at the times so specified. Such fees shall be fully earned when paid and shall not be refundable for any reason whatsoever.

19. Assignment.

(a) The Borrower may not sell, assign or otherwise transfer its right, title and interest in or obligations under this Agreement without the prior written consent of the Administrative Agent and the Required Lenders. Subject to Section 19(b), each Lender may sell, assign or otherwise transfer its right, title and interest in, and obligations under, this Agreement with the prior written consent of the Administrative Agent and the Borrower (such consent not to be unreasonably withheld, delayed or conditioned); provided that the Borrower's consent shall not be required for an assignment (a) by a Lender to a Lender or an Affiliate of a Lender, (b) of New Money Loans made by Jefferies Capital Services, LLC (or any of its affiliates) (collectively, "Jefferies") in its capacity as fronting lender, or (c) while any Event of Default is continuing; provided, further, that prior to selling or assigning any Loans to any Person that is not a Lender or an Affiliate of a Lender, the assigning Lender shall (x) first offer to sell or assign such Loans to each Significant Holder (ratably in accordance with their principal holdings of Loans) on the terms that it would have assigned or sold such Loans to a third party, (y) if, after three (3) Business Days after such offer is made, one or more Significant Holders (or their applicable Affiliates) has either declined or not responded to such offer, the assigning Lender shall then offer the portion of such declining or non-responsive Significant Holders to any Significant Holders who accepted such offer and (z) only thereafter, offer the portion of such Loan declined to be purchased or assumed by all Significant Holders to a third party (it being understood and agreed that (A) for the purposes of this second proviso of this Section 19(a), any Significant Holder may accept an offer by designating one or more of its Affiliates to purchase and assume any assigning Lender's Loan) and (B) this second proviso of this Section 19 shall not apply to any assignment of New Money Loans made by Jefferies in its capacity as fronting lender. The Administrative Agent have not have any duty, responsibility or liability to monitor or enforce the second proviso of this Section 19, or otherwise take (or omit to take) any action with respect thereto.

(b) Subject to receipt by the Administrative Agent from the parties to each assignment of (i) a processing and recordation fee of \$3,500 (provided that the Administrative Agent may, in its sole discretion, elect to waive such processing and recordation fee in the case of any assignment), (ii) an Assignment and Assumption, duly executed by such parties, and (iii) if the assignee is not then a Lender, an administrative questionnaire, any applicable tax forms and any "know your customer" information with respect to the assignee requested by the Administrative Agent, from and after the effective date specified in each Assignment and Assumption, the assignee thereunder shall be a party to this Agreement and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 15 and 21 with respect to facts and circumstances occurring prior to the effective date of such assignment).

(c) The Administrative Agent, acting solely for this purpose as a non-fiduciary agent of the Borrower, shall maintain at one of its offices in the United States a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the New Money Commitments of, and principal amounts (and related interest amounts) of the Loans, owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive, absent demonstrable error, and the Borrower, the Administrative Agent and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrower, the Administrative Agent and any Lender (with respect to its own interests only), at any reasonable time and from time to time upon reasonable prior notice. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this paragraph. The parties hereto agree and intend that the Obligations shall be treated as being in "registered form" for the purposes of the Code (including Sections 163(f), 871(h)(2), and 881(c)(2) of the Code), and the Register shall be maintained in accordance with such intention.

(d) To the extent a Lender sells a participation, it shall, acting solely for this purpose as a non-fiduciary agent of Borrower, maintain a register on which it enters the name and address of each participant and the principal amounts (and stated interest) of each participant's interest in the loans or other obligations under the Loan Documents (the "Participant Register"); provided that such Lender shall not have any obligation to disclose all or any portion of the Participant Register (including the identity of any participant or any information relating to a participant's interest in any loans or other obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such loan or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement and the other Loan Documents notwithstanding any notice to the contrary. In the case of any sale of any participation by a Lender, (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) the Borrower, the Administrative Agent and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement.

20. No Waiver by Lender. No delay or omission by the Administrative Agent or any Lender hereof to exercise any power, right or remedy accruing to the Administrative Agent or the Lenders hereof shall impair any such power, right or remedy or shall be construed to be a waiver of the right to exercise any such power, right or remedy. The Administrative Agent and the Lenders shall not be obligated or be deemed obligated to notify the Borrower that it is requiring the Borrower to strictly comply with the terms and provisions of this Agreement before accelerating this Agreement and exercising its other remedies hereunder because of the Borrower's failure to timely perform its obligations under this Agreement, except to the extent notice is otherwise required under this Agreement.

21. Borrower Waiver; Expenses; Indemnity.

(a) The Borrower hereby forever waives presentment, presentment for payment, demand, protest, notice of protest, notice of dishonor of this Agreement and all other demands and notices other than notices otherwise required under this Agreement in connection with the delivery, acceptance, performance and enforcement of this Agreement.

(b) The Borrower agrees (i) to pay or reimburse the Administrative Agent and the Lenders for all reasonable and documented or invoiced out-of-pocket costs and expenses associated with the syndication of the Loans and the preparation, execution and delivery, administration, amendment, modification, waiver and/or enforcement of this Agreement and the other Loan Documents, and any amendment, waiver, consent or other modification of the provisions hereof and thereof (whether or not the transactions contemplated thereby are consummated), and (ii) to pay or reimburse the Administrative Agent and each Lender for all reasonable and documented out-of-pocket costs and expenses (including the reasonable and documented out-of-pocket costs of (x) one firm of external counsel to the Administrative Agent and, if necessary, one firm of local counsel in each appropriate jurisdiction (which may include a single special counsel acting in multiple jurisdictions) and (y) one firm of external counsel and, if necessary, one firm of local counsel in each appropriate jurisdiction (which may include a single special counsel acting in multiple jurisdictions) for each of the Lenders, and solely in the case of a conflict of interest among the Lenders in this clause (y), one additional firm of external counsel and, if necessary, one firm of local counsel in each appropriate jurisdiction (which may include a single special counsel acting in multiple jurisdictions) incurred in connection with the enforcement of any rights or remedies under this Agreement or the other Loan Documents. All amounts due under this Section 21(b) shall be paid within ten (10) Business Days of receipt by the Borrower of an invoice relating thereto setting forth such expenses in reasonable detail.

(c) The Borrower agrees to indemnify and hold harmless each Agent-Related Person, each Lender and their respective Affiliates and their and their Affiliates' respective directors, officers, employees, counsel, agents, advisors, and other representatives (collectively, the "Indemnitees") from and against any and

all losses, liabilities, damages, claims, and reasonable and documented or invoiced out-of-pocket fees and expenses including all respective reasonable and documented attorney costs (which shall be limited to (x) one firm of external counsel to the Administrative Agent and its related Indemnitees and, if necessary, one firm of local counsel in each appropriate jurisdiction (which may include a single special counsel acting in multiple jurisdictions) and (y) one firm of external counsel and, if necessary, one firm of local counsel in each appropriate jurisdiction (which may include a single special counsel acting in multiple jurisdictions) to each of the other Indemnitees, taken as a whole, and solely in the case of a conflict of interest among the Indemnitees in this clause (y), one additional firm of external counsel and, if necessary, one firm of local counsel in each appropriate jurisdiction (which may include a single special counsel acting in multiple jurisdictions), to the affected Indemnitees similarly situated) arising out of or relating to any claim or any litigation or other proceeding (regardless of whether such Indemnitee is a party thereto and whether or not such proceedings are brought by the Borrower, its equity holders, its Affiliates, creditors or any other third person) that relates to the transactions contemplated hereunder, including the financing contemplated hereby, of any kind or nature whatsoever which may at any time be imposed on, incurred by or asserted against any such Indemnitee in any way relating to or arising out of or in connection with (a) the execution, delivery, enforcement, performance or administration of any Loan Document or any other agreement, letter or instrument delivered in connection with the transactions contemplated thereby or the consummation of the transactions contemplated thereby, (b) any New Money Commitment or Loan or the use or proposed use of the proceeds therefrom, or (c) any environmental liability related in any way to the Borrower, its Affiliates, or its Subsidiaries, or (d) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory (including any investigation of, preparation for, or defense of any pending or threatened claim, investigation, litigation or proceeding) (all the foregoing, collectively, the “Indemnified Liabilities”), in all cases, whether or not caused by or arising, in whole or in part, out of the negligence of the Indemnitee; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such liabilities, obligations, losses, damages, penalties, claims, demands, actions, judgments, suits, costs, expenses or disbursements resulted from the gross negligence or willful misconduct of such Indemnitee (and, solely with respect to the Lenders, any material breach of this Agreement or the other Loan Documents and disputes solely between and among indemnitees to the extent such disputes do not arise from any act or omission of the Borrower or any of its Affiliates), in each case, as determined by a court of competent jurisdiction in a final and non-appealable decision. No Indemnitee shall be liable for any damages arising from the use by others of any information or other materials obtained through IntraLinks or other similar information transmission systems in connection with this Agreement, nor shall any Indemnitee have any liability for any special, punitive, indirect or consequential damages relating to this Agreement or any other Loan Document or arising out of its activities in connection herewith or therewith (whether before or after the Closing Date). In the case of an investigation, litigation or other proceeding to which the indemnity in this Section 21(c) applies, such indemnity shall be effective whether or not such investigation, litigation or proceeding is brought by the Borrower, its Affiliates, its directors, managers, partners, stockholders or creditors or an Indemnitee or any other Person, whether or not any Indemnitee is otherwise a party thereto and whether or not any of the transactions contemplated hereunder or under any of the other Loan Documents is consummated.

(d) All amounts due under this Section 21 shall be paid within ten (10) Business Days of receipt by the Borrower of an invoice relating thereto setting forth such expenses in reasonable detail. The agreements in this Section 21 shall survive the resignation of the Administrative Agent, the replacement of any Lender, the termination of the New Money Commitments and the repayment, satisfaction or discharge of all the other Obligations.

22. Section Headings. Section headings appearing in this Agreement are for convenient reference only and shall not be used to interpret or limit the meaning of any provision of this Agreement.

23. VENUE; CHOICE OF LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF. ALL JUDICIAL

PROCEEDINGS BROUGHT AGAINST THE BORROWER, THE ADMINISTRATIVE AGENT OR THE LENDERS ARISING OUT OF OR RELATING HERETO SHALL BE BROUGHT IN EITHER THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, BOROUGH OF MANHATTAN OR, IF THAT COURT DOES NOT HAVE SUBJECT MATTER JURISDICTION, IN ANY STATE COURT LOCATED IN THE CITY OF NEW YORK. BY EXECUTING AND DELIVERING THIS AGREEMENT, THE BORROWER, FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, IRREVOCABLY (A) ACCEPTS GENERALLY AND UNCONDITIONALLY THE JURISDICTION AND VENUE OF SUCH COURTS; (B) WAIVES ANY DEFENSE OF FORUM NON CONVENIENS; (C) AGREES THAT SERVICE OF ALL PROCESS IN ANY SUCH PROCEEDING IN ANY SUCH COURT MAY BE MADE BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO THE ADDRESS PROVIDED NEXT TO ITS NAME ON SCHEDULE I; (D) AGREES THAT SERVICE AS PROVIDED IN CLAUSE (C) ABOVE IS SUFFICIENT TO CONFER PERSONAL JURISDICTION OVER THE BORROWER, AS APPLICABLE, IN ANY SUCH PROCEEDING IN ANY SUCH COURT, AND OTHERWISE CONSTITUTES EFFECTIVE AND BINDING SERVICE IN EVERY RESPECT; AND (E) AGREES THAT THE ADMINISTRATIVE AGENT AND THE LENDERS RETAIN THE RIGHT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO BRING PROCEEDINGS AGAINST THE BORROWER IN THE COURTS OF ANY OTHER JURISDICTION TO THE EXTENT THAT THE COURTS SPECIFIED ABOVE DO NOT HAVE SUBJECT MATTER JURISDICTION.

24. WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY AGREES TO WAIVE ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING HEREUNDER OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT OR THE LENDER/BORROWER RELATIONSHIP THAT IS BEING ESTABLISHED. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. EACH PARTY HERETO ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS ALREADY RELIED ON THIS WAIVER IN ENTERING INTO THIS AGREEMENT, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN ITS RELATED FUTURE DEALINGS. EACH PARTY HERETO FURTHER WARRANTS AND REPRESENTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING (OTHER THAN BY A MUTUAL WRITTEN WAIVER SPECIFICALLY REFERRING TO THIS SECTION 24 AND EXECUTED BY EACH OF THE PARTIES HERETO), AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS HERETO OR TO ANY OTHER DOCUMENTS OR AGREEMENTS RELATING TO THE LOANS MADE HEREUNDER. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

25. Successors and Assigns. This Agreement and all the covenants and agreements contained herein shall be binding upon, and shall inure to the benefit of, the respective legal representatives, heirs, successors and permitted assigns of the Borrower, the Administrative Agent and each Lender.

26. Records of Payments. The records of the Administrative Agent shall be prima facie evidence of the amounts owing on this Agreement including, without limitation, any adjustments to the principal amount hereof in accordance with the terms hereof and shall be binding on the Borrower absent manifest error.

27. Amendments and Waivers. No term of this Agreement may be waived, modified or amended except by an instrument in writing signed by the Borrower and the Required Lenders (and acknowledged by the Administrative Agent); provided that no such waiver, modification or amendment shall, unless in writing and

signed by the Administrative Agent in addition to the Lenders required above, affect the rights or duties of, or any fees or other amounts payable to, the Administrative Agent under this Agreement or any other Loan Document.

Any waiver, modification or amendment of the terms hereof shall be effective only in the specific instance and for the specific purpose given.

28. Severability. In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions. Each waiver in this Agreement is subject to the overriding and controlling rule that it shall be effective only if and to the extent that (a) it is not prohibited by any Requirement of Law and (b) no Requirement of Law either provides for or allows any material sanctions to be imposed against the Administrative Agent or the Lenders for having bargained for and obtained it.

29. Notices. Any notice, request or other communication required or permitted to be given hereunder shall be given in writing as specified on Schedule I hereto including, without limitation, by way of email or similar electronic communication.

30. ENTIRE AGREEMENT. THIS AGREEMENT EMBODIES THE ENTIRE AGREEMENT AND UNDERSTANDING BETWEEN THE ADMINISTRATIVE AGENT, THE LENDERS AND THE BORROWER AND OTHER PARTIES WITH RESPECT TO ITS SUBJECT MATTER AND SUPERSEDES ALL PRIOR CONFLICTING OR INCONSISTENT AGREEMENTS, CONSENTS AND UNDERSTANDINGS RELATING TO SUCH SUBJECT MATTER. THE BORROWER ACKNOWLEDGES AND AGREES THAT THERE IS NO ORAL AGREEMENT BETWEEN THE BORROWER, THE ADMINISTRATIVE AGENT AND THE LENDERS WHICH HAS NOT BEEN INCORPORATED IN THIS AGREEMENT.

31. Counterparts; Electronic Signatures. This Agreement and each other Loan Document may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by telecopier or other electronic transmission of an executed counterpart of a signature page to this Agreement and each other Loan Document shall be effective as delivery of an original executed counterpart of this Agreement and such other Loan Document. The Administrative Agent may also require that any such documents and signatures delivered by telecopier or other electronic transmission be confirmed by a manually signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by telecopier or other electronic transmission. The words "execution," "execute", "signed," "signature," and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby (including without limitation Assignment and Assumptions, amendments or other notices, waivers and consents) shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any Requirement of Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[SIGNATURES FOLLOW]

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

ACCURIDE INTERMEDIATE CO., INC.,
as the Borrower

By: _____
Name:
Title:

ALTER DOMUS (US) LLC,
as the Administrative Agent

By: _____
Name:
Title:

[●],
as a Lender

By: _____
Name:
Title:

SCHEDULE 3

New Money Commitments and Takeback Loans

New Money Commitments

Lender	New Money Commitments
[•]	\$[•]
Total	[\$73,000,000.00]

Takeback Loans

Lender of DIP Amendment Loans	DIP Amendment Loans (Principal and Accrued Interest, Fees and Other Amounts Thereon) as of the Closing Date	Lender	Takeback Loans (Principal as of Closing Date)
[•]	\$[•]	[•]	\$[•]
Total	[\$22,000,000.00]		[\$22,000,000.00]

SCHEDULE 5(g)

COLLATERAL-RELATED INFORMATION

- (i) Accuride Intermediate Co., Inc.
- (ii) Corporation
- (iii) 6021332
- (iv) None.
- (v) None.
- (vi) 38777 Six Mile Road, Suite 410, Livonia, MI 48152
- (vii) 1,000 shares of common stock of Armor Parent Corp. represented by certificate No. 2.
- (viii) None.
- (ix) None.
- (x) None.
- (xi) The Interest Escrow Account.

EXHIBIT A**FORM OF ASSIGNMENT AND ASSUMPTION**

This Assignment and Assumption (this “*Assignment and Assumption*”) is dated as of the Effective Date set forth below and is entered into by and between [the][each]² Assignor identified in item 1 below ([the][each, an] “*Assignor*”) and [the][each]³ Assignee identified in item 2 below ([the][each, an] “*Assignee*”). [It is understood and agreed that the rights and obligations of [the Assignors][the Assignees]⁴ hereunder are several and not joint.]⁵ Capitalized terms used in this Assignment and Assumption and not otherwise defined herein have the meanings specified in the Loan Agreement (as defined below), receipt of a copy of which is hereby acknowledged by the Assignee[s]. The Standard Terms and Conditions set forth in Annex 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, [the][each] Assignor hereby irrevocably sells and assigns to [the Assignee][the respective Assignees], and [the][each] Assignee hereby irrevocably purchases and assumes from [the Assignor][the respective Assignors], subject to and in accordance with the Standard Terms and Conditions and the Loan Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below (i) all of [the Assignor’s][the respective Assignors’] rights and obligations in [its capacity as a Lender][their respective capacities as Lenders] under the Loan Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of [the Assignor][the respective Assignors] in respect of the Loans identified below and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of [the Assignor (in its capacity as a Lender)][the respective Assignors (in their respective capacities as Lenders)] against any Person, whether known or unknown, arising under or in connection with the Loan Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including, but not limited to, contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned by [the][any] Assignor to [the][any] Assignee pursuant to clauses (i) and (ii) above being referred to herein collectively as [the][an] “*Assigned Interest*”). Each such sale and assignment is without recourse to [the][any] Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by [the][any] Assignor. The benefit of each Collateral Document shall be maintained in favor of each Assignee.

1. Assignor[s]: _____

² For bracketed language here and elsewhere in this form relating to the Assignor(s), if the assignment is from a single Assignor, choose the first bracketed language. If the assignment is from multiple Assignors, choose the second bracketed language.

³ For bracketed language here and elsewhere in this form relating to the Assignee(s), if the assignment is to a single Assignee, choose the first bracketed language. If the assignment is to multiple Assignees, choose the second bracketed language.

⁴ Select as appropriate.

⁵ Include bracketed language if there are either multiple Assignors or multiple Assignees.

2. Assignee[s]: _____

[for each Assignee, indicate Affiliate of [*identify Lender*]]

3. Borrower: Accuride Intermediate Co., Inc.

4. Administrative Agent: Alter Domus (US) LLC, as the Administrative Agent under the Loan Agreement

5. Loan Agreement: Loan and Security Agreement dated as of [●], 2025 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “***Loan Agreement***”), among Accuride Intermediate Co., Inc., a Delaware corporation (together with its permitted successors and assigns, the “***Borrower***”), Alter Domus (US) LLC, as administrative agent and collateral agent (in such capacities, the “***Administrative Agent***”), and each lender from time to time party thereto (collectively, the “***Lenders***” and individually, a “***Lender***”).

6. Assigned Interest:

<u>Assignor[s]</u> ⁶	<u>Assignee[s]</u> ⁷	<u>Loans Assigned</u>	<u>Aggregate Amount of Loans for all Lenders</u> ⁸	<u>Amount of Loans Assigned</u>	<u>Percentage Assigned of Loans</u> ⁹
			\$[] _____	\$[] _____	_____ %
			\$[] _____	\$[] _____	_____ %
			\$[] _____	\$[] _____	_____ %

Effective Date: _____, 20__¹⁰

[SIGNATURE PAGE FOLLOWS]

⁶ List each Assignor, as appropriate.

⁷ List each Assignee, as appropriate.

⁸ Amounts in this column and in the column immediately to the right to be adjusted by the counterparties to take into account any payments or prepayments made between the Trade Date and the Effective Date. “All Lenders” refers to all Lenders under the applicable class.

⁹ Set forth, to at least 9 decimals, as a percentage of the Loans of all Lenders.

¹⁰ To be inserted by administrative agent and which shall be the effective date of recordation of transfer in the register therefor.

The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR
[NAME OF ASSIGNOR]

By: _____
Name:
Title:

ASSIGNEE
[NAME OF ASSIGNEE]

By: _____
Name:
Title:

Consented to and Accepted:

ALTER DOMUS (US) LLC,
as Administrative Agent

By: _____
Name:
Title:

[Consented to and Accepted:

ACCURIDE INTERMEDIATE CO., INC.,
as Borrower

By: _____
Name:
Title:]¹¹

¹¹ Include if Borrower consent required under Section 19(a) of the Loan Agreement.

ANNEX 1 TO ASSIGNMENT AND ASSUMPTION

**STANDARD TERMS AND CONDITIONS FOR
ASSIGNMENT AND ASSUMPTION**

1. Representations and Warranties.

1.1. Assignor. [The][Each] Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of [the][the relevant] Assigned Interest, (ii) [the][such] Assigned Interest is free and clear of any lien, encumbrance or other adverse claim and (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby; (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Loan Agreement or any other Loan Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any collateral thereunder, (iii) the financial condition of the Borrower, any of its Subsidiaries or Affiliates or any other Person obligated in respect of any Loan Document or (iv) the performance or observance by the Borrower, any of its Subsidiaries or Affiliates or any other Person of any of their respective obligations under any Loan Document; and (c) if any Assignee is not a Lender or an Affiliate of a Lender, the Assignor has complied with the second proviso of Section 19 of the Loan Agreement.

1.2. Assignee. [The][Each] Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and to become a Lender under the Loan Agreement, (ii) it meets all the requirements to be an assignee under Section 19 of the Loan Agreement (subject to such consents, if any, as may be required under Section 19(a) of the Loan Agreement), (iii) from and after the Effective Date, it shall be bound by the provisions of the Loan Agreement as a Lender thereunder and, to the extent of [the][the relevant] Assigned Interest, shall have the obligations of a Lender thereunder, (iv) it is sophisticated with respect to decisions to acquire assets of the type represented by [the][such] Assigned Interest and either it, or the Person exercising discretion in making its decision to acquire [the][such] Assigned Interest, is experienced in acquiring assets of such type, (v) it has received a copy of the Loan Agreement and such other documents and information as it deems appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption and to purchase [the][such] Assigned Interest and (vi) it has, independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Assignment and Assumption and to purchase [the][such] Assigned Interest; and (b) agrees that (i) it will, independently and without reliance upon the Administrative Agent, [the][any] Assignor or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender.

2. Payments. From and after the Effective Date, the Administrative Agent shall make all payments in respect of [the][each] Assigned Interest (including payments of principal, interest, fees and other amounts) to [the][the relevant] Assignor for amounts which have accrued to but excluding the Effective Date and to [the][the relevant] Assignee for amounts which have accrued from and after the Effective Date. Notwithstanding the foregoing, the Administrative Agent shall make any payments of interest, fees or other amounts that are paid or payable in kind, whether accrued prior to, on or after the Effective Date, to the Assignee.

3. General Provisions. This Assignment and Assumption shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment and Assumption may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assignment and Assumption by telecopy shall be effective as delivery of a manually executed counterpart of this Assignment and Assumption. This

Assignment and Assumption shall be governed by, and construed in accordance with, the law of the State of New York and to the extent applicable, the Bankruptcy Code.

4. Administrative Questionnaire; Lender Information. If the Assignee is not a Lender, the Assignee has delivered to the Administrative Agent a completed administrative questionnaire, any tax forms reasonably required by the Administrative Agent, and all “know your customer” documents requested by the Administrative Agent, in form and substance satisfactory to the Administrative Agent, providing such information (including, without limitation, credit contact information and wiring instructions) of the Assignee as the Administrative Agent may reasonably require.

[The remainder of this page left intentionally blank.]

Exhibit M

IP and ABL Priority Collateral Assignment Agreement

INTELLECTUAL PROPERTY AND BORROWING BASE ASSETS ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY AND BORROWING BASE ASSETS ASSIGNMENT AGREEMENT (this “Agreement”), dated as of [●], 2025 (the “Effective Date”), is made by and among Accuride Corporation, a Delaware corporation (“Assignee”), and KIC, LLC, a Delaware limited liability company, and Gunite Corporation, a Delaware corporation (each, an “Assignor”). Each Assignor and Assignee may be referred to herein individually as a “Party” and collectively as the “Parties.”

WHEREAS, Each Assignor desires to assign to Assignee, and Assignee desires to acquire from each Assignor, all of the Assigned IP (as defined below) and all of the Assigned Borrowing Base Assets (as defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged by all Parties, the Parties hereby agree as follows:

1. IP Assignment. Each Assignor hereby irrevocably, absolutely and unconditionally assigns, transfers and conveys to Assignee all of the right, title and interest in, to and under any intellectual property owned by such Assignor in any jurisdiction in the world, including all: (i) trademarks, service marks, trade names, logos, and other indicia of origin, and all goodwill associated therewith or symbolized thereby, including those set forth on Schedule A; (ii) patents, patent applications, and industrial designs, including those set forth on Schedule B; (iii) copyrights (whether or not registered), works of authorship, and moral rights, including those set forth on Schedule C, (iv) trade secrets, confidential information, or proprietary information; (v) all rights in software, data, databases, and data collections; and (vi) all other intellectual property or proprietary rights, including all worldwide common law and statutory rights in, arising out of, or associated with and of the foregoing; in each case of (i)-(vi), together with (a) all common law rights in and to the foregoing, (b) all registrations, applications, renewals, extensions, continuations, divisions, continuations in part, provisionals, reissues, reexaminations, or foreign counterparts or equivalents of the foregoing, and all goodwill associated with any of the foregoing, and all rights to claim priority to any of the foregoing, (c) all rights to sue for and receive all damages from past, present, and future infringements or violation of any of the foregoing, (d) all income, royalties, or payments now or hereafter due or payable under and with respect to any of the foregoing, (e) all rights corresponding to any of the foregoing arising in any jurisdiction in the world, and (f) all tangible embodiments and copies of any of the foregoing and all books and records pertaining to any of the foregoing (the foregoing, collectively, the “Assigned IP”). Notwithstanding any of the foregoing, in no event shall any intellectual property owned by the Assignors and exclusively used in connection with or related exclusively to the Assignor’s production of the “Gunite” branded slack adjuster and slack adjuster-related products, including the intellectual property set forth on Schedule D (collectively, the “Excluded IP”), be included in the Assigned IP and in no event shall any right, title or interest, in, to and under the Excluded IP transfer to the Assignee hereunder.

2. Borrowing Base Assets Assignment. Each Assignor hereby irrevocably, absolutely and unconditionally assigns, transfers and conveys to Assignee all of the right, title and interest in, to and under all assets that, if owned by Assignee, would constitute: (a) Eligible Accounts; (b)

Eligible Finished Goods Inventory; (c) Eligible Raw Materials Inventory; (d) Eligible Work-in-Process Inventory; or (e) Eligible Borrowing Base Cash, each as defined under that certain *ABL Credit Agreement*, dated as of [●], 2025 (as amended, restated, amended and restated, supplemented, waived and/or otherwise modified from time to time), among Assignee, as borrower, Armor Parent Corp., Bank of America, N.A., as administrative agent and collateral agent, and the lending institutions party thereto from time to time (such assets described in clauses (a) through (e) above, collectively, the “Assigned Borrowing Base Assets”). Notwithstanding any of the foregoing, in no event shall (x) any capital stock of any subsidiary of an Assignor or (y) any of the work-in-process inventory, finished goods inventory, and supplies inventory related exclusively to the Assignor’s production of the “Gunitite” branded slack adjuster and slack adjuster-related products, including the inventory set forth on Schedule E (the foregoing (x) and (y) collectively, the “Excluded Borrowing Base Assets”), be included in the Assigned Borrowing Base Assets and in no event shall any right, title or interest, in, to and under the Excluded Borrowing Base Assets transfer to the Assignee hereunder.

3. Payment. In consideration of the transfer of the Assigned IP and the Assigned Borrowing Base Assets, Assignee shall pay Assignor a fee of five hundred thousand dollars (\$500,000) on the Effective Date.

4. IP Recordation & Transfer. Each Assignor authorizes and requests that Assignee file and record this Agreement with the United States Patent & Trademark Office and any and all other applicable registrars in other jurisdictions throughout the world, and that any other steps necessary steps be taken to effect, evidence and perfect the assignments, transfers and conveyances described under this Agreement.

5. Successors and Assigns. The provision of this Agreement shall bind and inure to the benefit of each Assignor and Assignee and their respective successors and permitted assigns.

6. Further Assurances. Each Assignor further agrees to execute, acknowledge and deliver any and all further documents and to take all further or other actions as Assignee may reasonably request, at Assignee’s sole cost and expense, to make a record with any and all governmental bodies or other applicable third parties, of the fact that Assignee owns all right, title and interest in and to the Assigned IP, and any and all goodwill associated therewith, including without limitation, by filing assignment documents in recordable form with any applicable governmental bodies.

7. Governing Law. This Agreement and any dispute arising in connection with this Agreement will be governed and construed in accordance with the internal Laws of the State of Delaware applicable to agreements executed and performed entirely within such State, without regard to conflicts of law principles of the State of Delaware or any other jurisdiction that would cause the laws of any jurisdiction other than the State of Delaware to apply.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, this Agreement has been signed by or on behalf of each of the Parties as of the day first above written.

KIC, LLC

By:

Name:

Title:

ACCURIDE CORPORATION

By:

Name:

Title:




GUNITE CORPORATION

By:

Name:

Title:

Schedule A**Registered Trademarks and Trademark Applications**

Assignor	Title/Mark	Date Filed	Serial No.	Registration No.	Grant Date
Gunite Corporation	3600A	5/4/2007	77173089	3368528	1/15/2008
Gunite Corporation	3721A	5/4/2007	77173095	3368529	1/15/2008
Gunite Corporation	3800	5/4/2007	77173122	3368533	1/15/2008
Gunite Corporation	Design only (Bow Tie) 	11/17/1947	71541415	512186	7/12/1949
Gunite Corporation	Design only (Bow Tie)	12/29/1948	71571270	523587	4/4/1950
Gunite Corporation	Design only (Bow Tie w/Bar) 	7/21/1989	73813996	1615600	10/2/1990
Gunite Corporation	Gold	6/26/2007	77215767	3851988	9/28/2010
Gunite Corporation	Gunite	10/8/1954	71674512	610564	8/16/1955
Gunite Corporation	Gunite	10/13/1998	75568503	2311175	1/25/2000
Gunite Corporation	Gunite (in design) 	12/19/1991	74232184	1715491	9/15/1992
Gunite Corporation	Tru-Pilot	3/1/2001	76218009	2672977	1/7/2003
Gunite Corporation	Tru-Set	10/2/2003	78308442	3482012	8/5/2008
Gunite Corporation	Tru-Seal	1/24/2005	78552733	3395817	3/11/2008
KIC, LLC	ROLLIANT	8/16/2016	87139973	5973465	1/28/2020
KIC, LLC	TRIDENT	2/20/2014	86199574	4818792	9/22/2015
KIC, LLC	KICAST	10/12/2009	77846574	3920781	2/15/2011
KIC, LLC	KIC	8/1/2005	78683085	3123370	8/1/2006

Schedule B**Patents and Patent Applications**

Assignor	Title	Date Filed	Application No.	Patent/Registration No.	Grant Date
Gunite Corporation	Ceramic Article	7/17/2008	12/174982	8153541	4/10/2012
Gunite Corporation	Ceramic Article	4/10/2012	13/443292	8455379	6/4/2013
Gunite Corporation	Disk Brake Hub Assembly	3/31/2011	13/077883	9897154	2/20/2018
Gunite Corporation	Disk Brake Hub Assembly	3/30/2012	13/436422	9566957	2/14/2017
Gunite Corporation	Disk Brake Hub Assembly	3/30/2012	13/436437	8950556	2/10/2015
Gunite Corporation	Disk Brake Hub Assembly	9/10/2014	14/482849	9714685	7/25/2017
Gunite Corporation	Exciter Ring for a Brake Rotor	10/29/2004	10/977020	7219778	5/22/2007
Gunite Corporation	Manufacturing Apparatus and Method of Forming a Preform	5/31/2011	13/149292	9283734	3/15/2016
Gunite Corporation	Method of Manufacturing a Metal Matrix Composite	7/17/2008	12/174986	7793703	9/14/2010
Gunite Corporation	Metal Matrix Composite	9/28/2015	14/867440	9803265	10/31/2017
Gunite Corporation	Method of Manufacturing a Metal Matrix Composite	9/14/2010	12/882159	8016018	9/13/2011
Gunite Corporation	Method of Manufacturing a Metal Matrix Composite	9/13/2011	13/231374	8550145	10/8/2013
Gunite Corporation	Method of Manufacturing a Metal Matrix Composite	6/24/2013	13/925588	9145938	9/29/2015
Gunite Corporation	Wheel Hub Shipping Retainer System	5/30/2006	11/420955	7690505	4/6/2010
	Wheel Hub having Improved Stress Distribution	12/28/2009	12/648035	8287052	10/16/2012
KIC, LLC					
KIC, LLC	Universal Wheel Hub	2/18/2011	13/030352	8469461	6/25/2013
KIC, LLC	Wheel Hub and Bearing Assembly Packaging	11/22/2017	15/820780	10814672	10/27/2020
KIC, LLC	Wheel Hub and Bearing Assembly Packaging	9/28/2020	17/034920	11420468	8/23/2022

Assignor	Title	Date Filed	Application No.	Patent/Registration No.	Grant Date
KIC, LLC	Wheel Hub and Bearing Assembly Packaging	9/28/2020	17/035154	11420469	8/23/2022
KIC, LLC	Hub and Drum Assembly Including Recessed Shipping Nut	11/20/2007	11/943324	7798575	9/21/2010

Schedule C**Registered Copyrights**

Assignor	Title	Copyright No.	Issue Date
Gunite Corporation	Fleet line products catalog: GFL91-HT	TX0003076073	4/29/1991
Gunite Corporation	Fleet line products catalog: GFL94-HT	TX0003942721	6/6/1994
Gunite Corporation	Fleet line products catalog: GFL97-HT	TX0004541982	5/2/1997
Gunite Corporation	Fleet line products catalog: May 2003	TX0006004180	3/18/2004
Gunite Corporation	Interchange guide, GPC-XREF03: Feb 2003	TX0005984421	3/18/2004
Gunite Corporation	Trailer products: GPC-TRLR03: Jan 2003	TX0005941459	3/18/2004

Schedule D

Excluded IP

[To be attached]

Schedule E

Excluded ABL Priority Collateral

[To be attached]