

Fill in this information to identify the case:

United States Bankruptcy Court for the:

District of Delaware

(State)

Case number (if known): _____ Chapter 11

Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

06/24

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's Name Accuride Corporation

2. All other names debtor used in the last 8 years _____

Include any assumed names, trade names, and *doing business as* names

3. Debtor's federal Employer Identification Number (EIN) 6 1 - 1 1 0 9 0 7 7

4. Debtor's address **Principal place of business** **Mailing address, if different from principal place of business**

38777 Six Mile Road
Number Street

Number Street

Suite 410

P.O. Box

Livonia MI 48152
City State Zip Code

City State Zip Code

Location of principal assets, if different from principal place of business

Wayne
County

Number Street

City State Zip Code

5. Debtor's website (URL) https://www.accuridecorp.com/

6. Type of debtor Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
 Partnership (excluding LLP)
 Other. Specify: _____

Debtor Accuride Corporation
Name

Case number (if known) _____

7. Describe debtor's business

A. *Check One:*

- Health Care Business (as defined in 11 U.S.C. § 101(27A))
- Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- Railroad (as defined in 11 U.S.C. § 101(44))
- Stockbroker (as defined in 11 U.S.C. § 101(53A))
- Commodity Broker (as defined in 11 U.S.C. § 101(6))
- Clearing Bank (as defined in 11 U.S.C. § 781(3))
- None of the above

B. *Check all that apply:*

- Tax-exempt entity (as described in 26 U.S.C. § 501)
- Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
- Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes> .
3363 (Motor Vehicle Parts Manufacturing)

8. Under which chapter of the Bankruptcy Code is the debtor filing?

Check One:

- Chapter 7
- Chapter 9

Chapter 11. *Check all that apply:*

- Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$3,024,725 (amount subject to adjustment on 4/01/25 and every 3 years after that).
- The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and it chooses to proceed under Subchapter V of Chapter 11.
- A plan is being filed with this petition.
- Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
- The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
- The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.

Chapter 12

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?

- No
 Yes.

District _____	When <u>MM/DD/YYYY</u>	Case number _____
District _____	When <u>MM/DD/YYYY</u>	Case number _____

If more than 2 cases, attach a separate list.

Debtor Accuride Corporation
Name

Case number (if known) _____

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor? No Yes. Debtor See Rider 1 Relationship Affiliate
District District of Delaware When 10/09/2024
List all cases. If more than 1, attach a separate list. Case number, if known _____ MM / DD / YYYY

11. Why is the case filed in this district? *Check all that apply:*
 Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
 A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention? No Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.
Why does the property need immediate attention? (Check all that apply.)
 It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
What is the hazard? _____
 It needs to be physically secured or protected from the weather.
 It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).
 Other _____

Where is the property?
Number _____ Street _____
City _____ State _____ Zip Code _____

Is the property insured?
 No
 Yes. Insurance agency _____
Contact name _____
Phone _____

Statistical and administrative information

13. Debtor's estimation of available funds *Check one:*
 Funds will be available for distribution to unsecured creditors.
 After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors (on a consolidated basis)
 1-49 1,000-5,000 25,001-50,000
 50-99 5,001-10,000 50,001-100,000
 100-199 10,001-25,000 More than 100,000
 200-999

Debtor Accuride Corporation
Name

Case number (if known) _____

15. Estimated assets (on a consolidated basis)	<input type="checkbox"/>	\$0-\$50,000	<input type="checkbox"/>	\$1,000,001-\$10 million	<input checked="" type="checkbox"/>	\$500,000,001-\$1 billion
	<input type="checkbox"/>	\$50,001-\$100,000	<input type="checkbox"/>	\$10,000,001-\$50 million	<input type="checkbox"/>	\$1,000,000,001-\$10 billion
	<input type="checkbox"/>	\$100,001-\$500,000	<input type="checkbox"/>	\$50,000,001-\$100 million	<input type="checkbox"/>	\$10,000,000,001-\$50 billion
	<input type="checkbox"/>	\$500,001-\$1 million	<input type="checkbox"/>	\$100,000,001-\$500 million	<input type="checkbox"/>	More than \$50 billion

16. Estimated liabilities (on a consolidated basis)	<input type="checkbox"/>	\$0-\$50,000	<input type="checkbox"/>	\$1,000,001-\$10 million	<input checked="" type="checkbox"/>	\$500,000,001-\$1 billion
	<input type="checkbox"/>	\$50,001-\$100,000	<input type="checkbox"/>	\$10,000,001-\$50 million	<input type="checkbox"/>	\$1,000,000,001-\$10 billion
	<input type="checkbox"/>	\$100,001-\$500,000	<input type="checkbox"/>	\$50,000,001-\$100 million	<input type="checkbox"/>	\$10,000,000,001-\$50 billion
	<input type="checkbox"/>	\$500,001-\$1 million	<input type="checkbox"/>	\$100,000,001-\$500 million	<input type="checkbox"/>	More than \$50 billion

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 10/09/2024
MM/ DD / YYYY

X /s/ Charles M. Moore
Signature of authorized representative of debtor

Charles M. Moore
Printed name

Title Chief Restructuring Officer

18. Signature of attorney

X /s/ Joseph Barry
Signature of attorney for debtor

Date 10/09/2024
MM/DD/YYYY

Joseph Barry
Printed name

Young Conaway Stargatt & Taylor, LLP
Firm name

Rodney Square, 1000 North King Street
Number Street

Wilmington
City

Delaware 19801
State ZIP Code

(302) 571-6600
Contact phone

jbarry@ycst.com
Email address

4221 Delaware
Bar number State

Fill in this information to identify the case:	
United States Bankruptcy Court for the:	
District of Delaware	
(State)	
Case number (if known): _____	Chapter <u>11</u>

Check if this is an amended filing

Rider 1
Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the entities listed below (collectively, the “Debtors”) filed a petition in the United States Bankruptcy Court for the District of Delaware for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of Accuride Corporation.

- **Accuride Corporation**
- **Accuride Distributing, LLC**
- **Accuride EMI, LLC**
- **Accuride Erie L.P.**
- **Accuride Group Holdings, Inc.**
- **Accuride Henderson Limited Liability Company**
- **Accuride Intermediate Co., Inc.**
- **AKW General Partner L.L.C.**
- **AOT, LLC**
- **Armor Parent Corp.**
- **Bostrom Holdings, Inc.**
- **Bostrom Seating, Inc.**
- **Gunite Corporation**
- **KIC LLC**
- **Transportation Technologies Industries, Inc.**
- **Truck Components, Inc.**

Fill in this information to identify the case:

Debtor name: **Accuride Corporation**
 United States Bankruptcy Court for the: **District of Delaware**
 Case number (If known):

Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders

12/15

A list of creditors holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an *insider*, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 30 largest unsecured claims.

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1 Matalco Inc. - Division of Giampaolo Group 850 Intermodal Drive Brampton, ON L6T 0B5 Canada	Attn: Chris Galifi Title: Chief Executive Officer Phone: (905) 790-2511 Email: cgalifi@gg-inc.ca	Trade Payables				\$22,785,608
2 Zhumadian Cimc Huajun Casting Co, Ltd West Section Of Xuesong Rd Zhumadian City, H, 518067 China	Attn: Mr. Li Shijie Title: General Manager Phone: 86.15139675866 Email: Shije.li@cimc.com	Trade Payables				\$12,573,286
3 Trailer Master Cvs Inc/ Panasia Logistics No 24, Mangniuhe St Kazuo, Liaoning, 122304 China	Attn: Mr. Yang Naiyi Title: Chief Executive Officer Phone: 86.13901008953 Email: yangnaiyi@trailer-master.com	Trade Payables				\$7,244,689
4 Ternium Mexico, SA De CV Ave. Universidad No. 992 Cuauhtemoc San Nicolas De Los G, 66450 Mexico	Attn: Máximo Vedoya Title: Chief Executive Officer Phone: (52) 81 8865-2828 Email: mvedoya@me.com	Trade Payables				\$6,514,772
5 Hydro Aluminum Metals USA, LLC 1500 Whetstone Way Baltimore, MD 21230 United States	Attn: Anne-Lene Midseim Title: Executive Vice President for Compliance, IP and General Counsel Phone: (443) 835-3133 Email: anne-lene.midseim@hydro.com	Litigation & Trade Payables	Contingent, Unliquidated			\$4,088,686
6 Heidtman Steel Products Inc 135 Fearing Blvd Toledo, OH 43609 United States	Attn: Tim Berra Title: President Phone: (618) 451-0052 Email: tim.berra@heidtman.com	Trade Payables				\$3,807,763
7 Ellwood Aluminum 7158 Hubbard-Masury Road Hubbard, OH 44425 United States	Attn: Pat Callihan Title: President Phone: (330) 534-8668 Email: easales@elwd.com	Trade Payables				\$3,715,327
8 Behr Iron and Metal, an Alter Company 1100 Seminary St Rockford, IL 61104 United States	Attn: Lisa Walden Title: Chief Financial Officer Phone: 314.872.2422 Email: lisa.walden@altertrading.com	Trade Payables				\$2,286,907
9 Shandong Juncheng Metal Technology Co., Ltd West Of Chiyu Road, South Of Beihuan Road, Xinfu Street Shandong Province, Shandong, 252100 China	Attn: Mr. Sun Pu Title: Chief Executive Officer Phone: 86.15969601888 Email: sun@xinfawheels.com	Trade Payables				\$2,272,309
10 BÜYÜK EKER BIJON SANAYI VE TICARET A.S. Kosb 9. Sokak No:29, Selçuklu, 42050 Konya, 42, 42050 Turkey	Attn: Mr. Ali Eker Title: Owner Phone: 90.332239144 Email: alieker@ekerbijon.com.tr	Trade Payables				\$1,855,296
11 Worthington Steel Co 350 Lawton Ave Monroe, OH 45050 United States	Attn: Geoff G. Gilmore Title: President and Chief Executive Officer Phone: (800) 944-3733 Email: geoff.gilmore@worthingtonindustries.com	Trade Payables				\$1,851,409
12 CH Robinson PO Box 9121 Minneapolis, MN 55480 United States	Attn: David Bozeman Title: Chief Executive Officer Phone: (952) 937-8500 Email: dave.bozeman@chrobinson.com	Trade Payables				\$1,423,275
13 Stonebriar Finance Holdings LLC 5601 Granite Parkway Suite 1350 Plano, TX 75024 United States	Attn: Dave Fate Title: Chief Executive Officer Phone: (469) 609-8500 Email: dave.fate@stonebriarfc.com	Trade Payables				\$1,350,337
14 Cimco Resources Inc PO Box 15427 Loves Park, IL 61111 United States	Attn: John Gralewski Title: Chief Executive Officer Phone: (815) 986-7211 Email: john@cimcoresources.com	Trade Payables				\$1,275,144

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
15	Sherwin-Williams Company 101 Prospect Avenue NW Cleveland, OH 44115 United States	Attn: Jason Bolz Title: VP North America Sales Phone: (270) 826-3396 Email: Jason.bolz@sherwin.com	Trade Payables				\$1,149,670
16	Workday Inc 6230 Stoneridge Mall Road Pleasanton, CA 94588 United States	Attn: Carl M. Eschenbach Title: Chief Executive Officer Phone: 650-427-1000 Email: carl.eschenbach@workday.com	Trade Payables				\$1,138,073
17	Roysters Machine Shop LLC 215 U.S. 41 South P.O. Box 1199 Henderson, KY 42420 United States	Attn: R. Michael Royster Title: President Phone: (270) 826-3396 Email: mwr@roystersmachine.com	Trade Payables				\$1,111,438
18	Motion Industries Inc 2544 Mjm Industrial Dr Evansville, IN 47715 United States	Attn: Will Stengel Title: President and Chief Executive Officer Phone: (678) 934-5000 Email: will.stengel@motionindustries.com	Trade Payables				\$1,089,869
19	C Thorrez Industries Inc 4909 W Michigan Ave Jackson, MI 49201 United States	Attn: Michael Thorrez Title: President Phone: (517) 750-3160 Email: mlt@thorrez.com	Trade Payables				\$1,057,788
20	AG Net Lease IV(US) Holdco LLC c/o Angelo, Gordon & Co., L.P. 245 Park Avenue, 24th Floor New York, NY 10167-0094 United States	Attn: Gordon J. Whiting Title: Co-Head of Net Lease Real Estate Phone: (212) 883-4157 Fax: (212) 883-4141 Email: GWhiting@angelogordon.com	Rent				\$1,036,984
21	Allied Mineral Products Inc 2700 Scioto Parkway Columbus, OH 43215 United States	Attn: Paul Jamieson Title: President and Chief Executive Officer Phone: (614) 876-0244 Email: pdj@alliedmin.com	Trade Payables				\$698,789
22	Advanced Crane Technicians 12516 Patterson Road Durand, IL 61024 United States	Attn: Deeter Meier Title: President Phone: (815) 248-4270 Email: dmeier@advanced-crane.com	Trade Payables				\$698,101
23	Shandong Haoxin Co.,Ltd. Weizi Town Changyi City, Shandong, 261041 China	Attn: Mr. Jin Zhenwei Title: General Manager Phone: 86.13506479966 Email: jinzhenwei@haoxingroup.com	Trade Payables				\$697,059
24	Steel Technologies LLC Shelbyville Road 15415 Louisville, KY 40245 United States	Attn: Tracy Humble Title: Director of Credit Phone: (502) 992-2534 Email: jmucci@sttxna.com	Litigation & Trade Payables	Contingent, Unliquidated, Disputed			\$643,411
25	KT Industries 3525 Del Mar Heights Rd.#452 San Diego, CA 92135 United States	Attn: Ron Han-Su Kim Title: President and Chief Executive Officer Phone: (619) 254-1572 Email: ron@ktindus.com	Trade Payables				\$633,319
26	Varilease Finance Inc 2800 East Cottonwood Parkway Salt Lake City, UT 84121 United States	Attn: Gregory Adondakis Title: Chief Executive Officer Phone: (866) 731-8100 Email: gadondakis@vfi.net	Trade Payables				\$604,955
27	Trucent Separation Technologies 29400 Network Place Chicago, IL 60673-1400 United States	Attn: Thomas Czartoski Title: President and Chief Executive Officer Phone: (734) 212-8483 Email: tczartoski@trucent.com	Trade Payables				\$596,512
28	CTC Packaging 5264 Lake Street P.O.Box 456 Sandy Lake, PA 16145 United States	Attn: Dustin Staples Title: President Phone: (724) 376-7315 Email: dustin.staples@ctcpackaging.com	Trade Payables				\$570,187
29	Victory Packaging 3555 Timmons Lane, Suite 1400 Houston, TX 77027 United States	Attn: Benjamin Samuels Title: Chief Executive Officer Phone: (888) 261-1268 Email: benjaminsamuels@victorypackaging.com	Trade Payables				\$500,165
30	Pension Benefit Guaranty Corporation (PBGC) 1200 K Street, Nw Washington, DC 20005 United States	Attn: Patricia Kelly Title: Chief Financial Officer Phone: (202) 229-3033 Email: kelly.patricia@pbgc.gov	Pension Benefit Plan Liability	Unliquidated			Undetermined

Fill in this information to identify the case and this filing:	
Debtor Name	Accuride Corporation
United States Bankruptcy Court for the:	District of Delaware (State)
Case number (If known):	

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.



Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)*
- Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)*
- Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)*
- Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)*
- Schedule H: Codebtors (Official Form 206H)*
- Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)*
- Amended Schedule
- Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders (Official Form 204)*
- Other document that requires a declaration **List of Equity Security Holders and Corporate Ownership Statement**

I declare under penalty of perjury that the foregoing is true and correct.

Executed on

10/09/2024
MM/ DD/YYYY

/s/ Charles M. Moore

Signature of individual signing on behalf of debtor

Charles M. Moore

Printed name

Chief Restructuring Officer

Position or relationship to debtor

**OMNIBUS UNANIMOUS WRITTEN CONSENT IN LIEU
OF A SPECIAL MEETING OF THE GOVERNING BODIES
October 8, 2024**

The undersigned, being (a) all members of the board of directors of Accuride Group Holdings, Inc., (b) all members of the board of directors of Accuride Intermediate Co., Inc. (c) all members of the board of directors of Armor Parent Corp.; (d) all members of the board of directors of Accuride Corporation; (e) the sole member of AWK General Partner L.L.C.; (f) the sole member of the board of directors of AOT, LLC; (g) the sole member of Accuride Distributing, LLC; (h) the sole member of Accuride EMI, LLC; (i) the limited partner and the sole member of the general partner of Accuride Erie L.P.; (j) the sole member of Accuride Henderson Limited Liability Company; (k) the sole member of the board of directors of Bostrom Holdings, Inc.; (l) the sole member of the board of directors of Bostrom Seating, Inc.; (m) the sole member of the board of directors of Gunit Corporation; (n) the sole manager of KIC LLC; (o) the sole member of the board of directors of Transportation Technologies Industries, Inc.; and (p) the sole member of the board of directors of Truck Components, Inc. (the companies in clauses (a) through (p), each, a “Company” or a “Filing Entity” and, collectively, the “Companies” or the “Filing Entities,” and the governing bodies in thereof, each a “Governing Body” and collectively, the “Governing Bodies”) pursuant to each Company’s applicable governing document (the “Governing Agreement”) and the laws of the state of Delaware, hereby take the following actions and adopt the following resolutions, by unanimous written consent:

WHEREAS, the Governing Bodies, having reviewed and considered (a) the filing of a voluntary petition for relief for each Company under the provisions of chapter 11 and title 11 of the United States Code, 11 U.S.C. § 101 *et seq.* (as amended, the “Bankruptcy Code”) pursuant to applicable law and in accordance with the requirements of each Company’s Governing Documents and applicable law; (b) entry into and performance under the DIP Facility Documents (as defined herein); and (c) the approval of the Restructuring Term Sheet (as defined herein) (collectively, the “Restructuring Matters”);

WHEREAS, substantially contemporaneously herewith, Accuride Corporation and Accuride Canada, Inc. (“Accuride Canada”) shall into those certain Intercompany Agreement and Intercompany Loan Agreement (the “Intercompany Agreements”) setting forth the terms pursuant to which Accuride Corporation will provide funding for Accuride Canada to support its operations during Accuride Canada’s proceeding under the Companies’ Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended (the “CCAA” and the proceeding thereunder, the “CCAA Proceeding”) and in exchange for which Accuride Canada shall grant the Filing Entities a “priority charge” in the CCAA Proceeding against Accuride Canada’s assets, held by the Filing Entities for the sole benefit of the agent and lenders under the DIP Facility (as defined herein); and

WHEREAS, the Governing Bodies, having reviewed and considered the materials presented by the management of each Company and each Company’s financial and legal advisors, and having had adequate opportunity to consult such persons regarding the materials presented, obtain additional information, and to fully consider each of the strategic alternatives available to each Company,

NOW, THEREFORE, IT IS HEREBY RESOLVED, that, pursuant to the applicable Governing Documents of each Company, the undersigned do hereby adopt the following resolutions:

I. Chapter 11 Filing

RESOLVED, in the business judgment of the Governing Bodies, it is desirable and in the best interest of each Company, the stakeholders, the creditors, and other parties in interest, that each Company files or causes to be filed voluntary petitions for relief (the “Bankruptcy Petitions”) under the provisions of chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware, and any other petition for relief or recognition or other order that may be desirable under applicable law in the United States, and, in accordance with the requirements in each Company’s Governing Documents and applicable law, hereby consents to, authorizes and approves, the filing of the Bankruptcy Petitions; and

RESOLVED FURTHER, any director, manager, or other duly appointed officer of each Company (collectively, the “Authorized Persons”) shall be, and each of them individually hereby is, authorized and directed for and on behalf of each Company to take all actions (including, without limitation, to negotiate and execute any documents, certificates, supplemental agreements, and instruments) to act as signatory and attorney on behalf of each Company in respect of the Restructuring Matters and/or any persons to whom such Authorized Persons and/or officers delegate certain responsibilities, be, and hereby are, authorized to execute and file on behalf of each Company all petitions, schedules, lists, and other motions, papers, or documents, and to take any and all action that they deem necessary or proper to obtain such relief, including, but not limited to, any action necessary or proper to maintain the ordinary course operations of each Company or any of its subsidiaries’ businesses.

II. Retention of Professionals

RESOLVED FURTHER, each of the Authorized Persons, be, and hereby is, authorized, empowered, and directed to employ on behalf of each Company: (a) Kirkland & Ellis LLP and Kirkland & Ellis International LLP as bankruptcy counsel; (b) Young Conaway Stargatt & Taylor, LLP as local bankruptcy counsel; (c) Perella Weinberg Partners LP as investment banker; (d) Alvarez & Marsal North America, LLC to (i) provide the Filing Entities with a chief restructuring officer and certain additional personnel and (ii) designate Charles Moore as chief restructuring officer of the Filing Entities; (e) Omni Agent Solutions, Inc. as claims and noticing agent; and (f) any other legal counsel, accountants, financial advisors, restructuring advisors, or other professionals the Authorized Persons deem necessary, appropriate, or advisable; each to represent and assist each Company in carrying out their duties and responsibilities and exercising their rights under the Bankruptcy Code and any applicable law (including, but not limited to, the law firms filing any pleadings or responses); and in connection therewith, the Authorized Persons, be, and hereby are, authorized, empowered and directed, in accordance with the terms and conditions hereof, to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed appropriate applications for authority to retain such services; and

RESOLVED FURTHER, each of the Authorized Persons, be, and hereby is, authorized, empowered, and directed to execute and file all petitions, schedules, motions, lists, applications,

pleadings, and other papers, and to perform such further actions and execute such further documentation that the Authorized Persons in their absolute discretion deem necessary, appropriate, or desirable in accordance with these resolutions.

III. Cash Collateral, Debtor-in-Possession Financing, and Adequate Protection

RESOLVED FURTHER, to the extent applicable to each Company, in the business judgment of the Governing Bodies, it is desirable and in the best interest of each Company, its stakeholders, its creditors, and other parties in interest to obtain the benefits of (a) the use of cash collateral, as such term is defined in section 363(a) of the Bankruptcy Code (the “Cash Collateral”), which is security for certain prepetition secured lenders (the “Prepetition Secured Lenders”) party to (i) that certain Amended and Restated ABL Credit Agreement, dated as of June 1, 2018 by and among Armor Parent Corp., as holdings, the foreign borrowers from time to time party thereto, the Company guarantors from time to time party thereto, the lenders from time to time party thereto, Bank of America, N.A., as administrative agent and collateral agent, and the other parties thereto and (ii) that certain Term Loan Credit Agreement, dated as of November 18, 2016 by and among Armor Parent Corp., as holdings, the Company guarantors from time to time party thereto, the lenders from time to time party thereto, Alter Domus (US) LLC (as successor in interest to Royal Bank of Canada), as administrative agent and collateral agent, and the other parties thereto; and (b) the incurrence of debtor-in-possession financing obligations (“DIP Financing”) by entering into a superpriority senior secured term loan credit facility (the “DIP Facility”) in an aggregate original principal amount of up to \$103 million consisting of (i) up to \$30 million of new money term loans (the “DIP New Money Loans”) and (ii) roll-up loans in an aggregate original principal amount of approximately \$73 million representing a roll-up and conversion in full, on a cashless, dollar-for-dollar basis, of the Prepetition Term Loans (as defined in the DIP Credit Agreement referred to below), together with all accrued and unpaid interest, fees, expenses, and other amounts (the “DIP Roll-Up Loans” and, together with the DIP New Money Loans, the “DIP Loans”), in each case, pursuant to the terms and conditions of that certain *Senior Secured Superpriority Debtor-in-Possession Credit Agreement* (as the same may be amended, restated, amended and restated, supplemented, waived and/or otherwise modified from time to time, the “DIP Credit Agreement”), by and among the Companies party thereto, the lenders party thereto, and Alter Domus (US) LLC, as administrative agent and collateral agent;

RESOLVED FURTHER, in order to use and obtain the benefits of DIP Financing and the Cash Collateral, and in accordance with section 363 of the Bankruptcy Code, each Company will provide certain adequate protection to the Prepetition Secured Lenders (the “Adequate Protection Obligations”) as documented in the proposed interim and final orders (collectively, the “DIP Orders”) to be submitted for approval of the Bankruptcy Court, and, to the extent that each Company is required to obtain consent from the Prepetition Secured Lenders to enter into any of the DIP Facility Documents (as defined herein), such consent has been (or will be) obtained from the Prepetition Secured Lenders (as defined in the DIP Credit Agreement);

RESOLVED FURTHER, in the business judgment of the Governing Bodies, the form, terms, and provisions of the DIP Credit Agreement and such other agreements, certificates, instruments, receipts, petitions, motions, or other papers or documents required to consummate the transaction considered by the DIP Orders (collectively, the “DIP Facility Documents”), substantially in the forms circulated to the Authorized Persons, and each Company’s execution,

delivery, and performance of their obligations under the DIP Facility Documents, including, without limitation, the grant of security interests under the DIP Facility Documents, and any borrowings or guaranty therewith, be, and hereby are, in all respects, authorized and approved;

RESOLVED FURTHER, each Company will obtain benefits from the incurrence of the borrowings under the DIP Credit Agreement and the other obligations under the DIP Credit Agreement and the other Loan Documents (as defined in the DIP Credit Agreement) which are necessary and convenient to the conduct, promotion, and attainment of the business of each Company;

RESOLVED FURTHER, to the extent applicable, each Company shall be, and is hereby, authorized to enter into the DIP Facility Documents and incur the obligations thereunder (the "DIP Obligations"), including the borrowing of the loans under the DIP Credit Agreement, and other obligations related to the DIP Financing and to undertake any and all related transactions on substantially the same terms as contemplated under the DIP Facility Documents, including granting liens on and security interests in its assets, including the Collateral (as defined in the DIP Credit Agreement), to the DIP Agent, and each of the Authorized Persons be, and hereby is, authorized, empowered, and directed in the name of, and on behalf of, each Company to execute, deliver, and perform all of the obligations and the transactions contemplated under each of the DIP Facility Documents in the name and on behalf of each Company, with such changes, additions, and modifications thereto as such Authorized Person shall approve, with such approval to be conclusively evidenced by such Authorized Person's execution and delivery thereof;

RESOLVED FURTHER, each of the Authorized Persons be, and hereby is, authorized, in the name and on behalf of each Company, to take all such further actions, or cause all such further actions to be taken, and to execute and deliver all such further agreements, documents, instruments, certificates, recordings, and filings, in the name and on behalf of each Company, as in the determination of such Authorized Person shall be necessary, proper, or advisable in order to fully carry out the intent and accomplish the purposes of the foregoing resolutions and to consummate the transactions contemplated thereby, such authority to be conclusively evidenced by the execution of any document or the taking of any such action by such Authorized Person;

RESOLVED FURTHER, each of the Authorized Persons be, and hereby is, authorized, in the name and on behalf of each Company, to enter into any guarantees as described or contemplated by the DIP Facility Documents or any other documents, certificates, instruments, agreements, intercreditor agreements, any extension amendment, any incremental agreement, or any other amendment required to consummate the transactions contemplated by the DIP Facility Documents and perform its obligations thereunder, and to guarantee the payment and performance of the DIP Obligations of each Company and any other guarantor thereunder;

RESOLVED FURTHER, each of the Authorized Persons be, and hereby is, authorized, empowered, and directed in the name of, and on behalf of, each Company to seek authorization to incur the DIP Obligations and approval to use Cash Collateral pursuant to the DIP Orders, and any Authorized Person be, and hereby is, authorized, empowered, and directed to negotiate, execute, and deliver any and all agreements, instruments, or documents, by or on behalf of each Company, necessary to implement the postpetition financing, including the Adequate Protection Obligations

to the Prepetition Secured Lenders in accordance with section 363 of the Bankruptcy Code, as well as any additional or further agreements for entry into the DIP Facility Documents and the use of Cash Collateral in connection with the chapter 11 cases, which agreements may require each Company to grant adequate protection and liens to the Prepetition Secured Lenders and each other agreement, instrument, or document to be executed and delivered in connection therewith, by or on behalf of each Company pursuant thereto or in connection therewith, all with such changes therein and additions thereto as any Authorized Person approves, such approval to be conclusively evidenced by the taking of such action or by the execution and delivery thereof;

RESOLVED FURTHER, each of the Authorized Persons be, and hereby is, authorized, directed, and empowered, in the name of, and on behalf of, each Company to take such actions and negotiate or cause to be prepared and negotiated and to execute, deliver, perform, and cause the performance of each of the transactions contemplated by the DIP Facility Documents and such other agreements, certificates, instruments, receipts, petitions, motions, or other papers or required documents to which each Company are or will be party or any order entered into in connection with the chapter 11 cases (together with the DIP Facility Documents and the DIP Orders, the “DIP Financing Documents”) and to incur and pay or cause to be paid all related fees and expenses, with such changes, additions, and modifications thereto as an Authorized Person executing the same shall approve;

RESOLVED FURTHER, the Companies, as debtors and debtors in possession under the Bankruptcy Code, be, and hereby are, authorized, empowered, and directed to incur any and all obligations and to undertake any and all related transactions on substantially the same terms as contemplated under the DIP Financing Documents, including granting liens on its assets to secure such obligations; and

RESOLVED FURTHER, each of the Authorized Persons be, and hereby is, authorized, empowered, and directed in the name of, and on behalf of, each Company to execute and deliver any amendments, supplements, modifications, renewals, replacements, consolidations, substitutions, and extensions of the postpetition financing or any of the DIP Financing Documents or to do such other things which shall in his or her or their sole business judgment be necessary, desirable, proper, or advisable in order to perform the DIP Obligations and to give effect to the foregoing resolutions, which determination shall be conclusively evidenced by his or her or their execution thereof.

IV. Approval of the Restructuring Term Sheet

RESOLVED FURTHER, that in the business judgment of the Governing Bodies, it is desirable and in the best interests of such Company, its creditors and the other parties in interest that each such Company approve that certain restructuring term sheet (as amended and including all exhibits and schedules hereto, the “Restructuring Term Sheet”) (substantially in the form presented to the Governing Bodies, with such changes as approved by one or more Authorized Persons, such approval to be conclusively established by such Authorized Person’s execution and delivery or taking thereof), and that such Company’s performance of its obligations under the Restructuring Term Sheet be and hereby is, in all respects, authorized, approved, confirmed and ratified;

RESOLVED FURTHER, that in the business judgment of the Governing Bodies, it is desirable and in the best interests of such Company, its creditors and the other parties in interest, that the Authorized Persons, acting individually and with full power of substitution, be, and hereby are, authorized, approved, empowered and directed, to take all actions (including, without limitation, to negotiate and execute any agreements, documents, or certificates) necessary to approve the Restructuring Term Sheet (including the DIP Financing) and to consummate the transactions contemplated thereby, including without limitation, the negotiation and documentation of the Restructuring Matters, the incurrence of indebtedness, assumption of obligations, rejection of obligations, sale of the Companies, sale of equity or assets, merger, liquidation, or other transactions contemplated thereby) and all exhibits, schedules, attachments, and ancillary documents or agreements related thereto (each in the form and upon the terms as such Authorized Person may approve, such approval to be conclusively established by such Authorized Person's execution and delivery or taking thereof), and that such Company's entry into and performance of its obligations in respect thereof, is, in all respects, authorized, approved, confirmed and ratified;

RESOLVED FURTHER, that each of the Authorized Persons, acting individually and with full power of substitution, be, and hereby is, authorized, approved, empowered and directed, together with the Advisors, to file all other documents deemed necessary to support the Restructuring Matters, including, but not limited to, any amendments to and modifications of any documents deemed necessary; and

RESOLVED FURTHER, that each of the Authorized Persons, acting individually and with full power of substitution, be, and hereby is, authorized, approved, empowered and directed, to take or cause to be taken any and all such other and further action, and to execute, acknowledge, deliver, and file any and all such instruments as each, in his or her discretion, may deem necessary or advisable in order to consummate the Restructuring Matters, if confirmed by the Bankruptcy Court, and all transactions contemplated by the Restructuring Term Sheet (including, without limitation, the incurrence of indebtedness, rejection of obligations, sale of the Companies, sale or equity or assets, merger liquidation, or other transactions that may be in furtherance of the Restructuring Matters).

V. Intercompany Agreements

RESOLVED FURTHER, that in the business judgment of the Governing Bodies, it is desirable and in the best interests of Accuride Corporation to enter into the Intercompany Agreements (substantially in the form presented to the Governing Bodies, with such changes as approved by one or more Authorized Persons, such approval to be conclusively established by such Authorized Person's execution and delivery or taking thereof), and that such Company's performance of its obligations under the Intercompany Agreements be and hereby is, in all respects, authorized, approved, confirmed and ratified; and

RESOLVED FURTHER, each of the Authorized Persons be, and hereby is, authorized, in the name and on behalf of Accuride Corporation, (i) to perform or cause to be performed on behalf of the Company, all of the obligations and exercise all of the rights thereunder on such terms and conditions as any Authorized Person deems to be in the best interests of the Company; and (ii) to take all such further actions, or cause all such further actions to be taken, and to execute and

deliver all such further agreements, documents, instruments, certificates, recordings, and filings, in the name and on behalf of the Company, as in the determination of such Authorized Person shall be necessary, proper, or advisable in order to fully carry out the intent and accomplish the purposes of the foregoing resolution and to consummate the transactions contemplated thereby, such authority to be conclusively evidenced by the execution of any document or the taking of any such action by such Authorized Person.

VI. Approval of Minutes

RESOLVED FURTHER, the Governing Bodies of Accuride Group Holdings, Inc., Accuride Intermediate Co., Inc., Armor Parent Corp., and Accuride Corporation hereby approve the minutes of their respective June 19, 2024, June 27, 2024, July 1, 2024, and September 23, 2024 meetings substantially in the form presented to the Governing Bodies;

RESOLVED FURTHER, any and all acts taken, transactions entered, or agreements or certificates previously signed on behalf of the Company by any of the Authorized Persons of the Company as any of the Authorized Persons may designate, in connection with the foregoing matters, and in furtherance thereof be, and hereby are, in all respects approved, ratified, and confirmed as the acts and/or deeds of the Company with the same force and effect as if each such act, transaction, agreement, or certificate had been specifically authorized in advance by resolution of the Governing Bodies and that the Authorized Person did execute the same; and

RESOLVED FURTHER, any person dealing with any Authorized Person in connection with any of the foregoing matters shall be conclusively entitled to rely upon the authority of such Authorized Person, and by such Authorized Person's execution of any document, agreement, or instrument, the same shall be a valid and binding obligation of the Company enforceable in accordance with its terms.

VII. Further Actions and Prior Actions

RESOLVED FURTHER, each Company is hereby authorized to authorize (and each Company hereby authorizes) any direct or indirect subsidiary of each Company or any entity of which such Company or any subsidiary of such Company is the sole member, general partner, managing member, or equivalent manager, as applicable, to take each of the actions described in these resolutions or any of the actions authorized in these resolutions, and none of the resolutions contained herein, or action taken in furtherance hereto, shall have or cause an adverse effect on any such subsidiary or such Company's interest therein (including, without limitation, any automatic dissolution, divestiture, dissociation, or like event under applicable law);

RESOLVED FURTHER, in addition to the specific authorizations conferred upon the Authorized Persons herein, the Authorized Persons, either individually or as otherwise required by each Company's Governing Documents and applicable law, be, and each of them hereby is, authorized to execute, acknowledge, deliver, and file any and all agreements, certificates, instruments, powers of attorney, letters, forms, transfers, deeds, and other documents on behalf of each Company relating to the Restructuring Matters;

RESOLVED FURTHER, each of the Authorized Persons (and their designees and delegates) be, and hereby is, authorized and empowered, in the name of and on behalf of each Company, to take or cause to be taken any and all such other and further action, and to execute, acknowledge, deliver, and file any and all such agreements, certificates, instruments, and other documents, and to pay all expenses, including, but not limited to, filing fees, in each case as in such Authorized Person's or Authorized Persons' absolute discretion, shall be necessary, appropriate, or desirable in order to fully carry out the intent and accomplish the purposes of the resolution adopted herein;

RESOLVED FURTHER, each Governing Body has received sufficient notice of the actions and transactions relating to the matters contemplated by the foregoing resolutions, as may be required by the Governing Documents of each Company, or hereby waives any right to have received such notice;

RESOLVED FURTHER, all acts, actions, and transactions relating to the matters contemplated by the foregoing resolutions done in the name of and on behalf of each Company, which acts would have been approved by the foregoing resolutions except that such acts were taken before the adoption of these resolutions, are hereby in all respects approved, confirmed, and ratified as the true acts and deeds of the Company with the same force and effect as if each such act, transaction, agreement, or certificate had been specifically authorized in advance by resolution of the Governing Body;

RESOLVED FURTHER, any Authorized Person be, and each of them hereby is, authorized to do all such other acts, deeds, and other things as each Company itself may lawfully do, in accordance with their Governing Documents and applicable law, howsoever arising in connection with the matters above, or in furtherance of the intentions expressed in the foregoing resolutions, including, but not limited to, the negotiation, finalization, execution, and delivery of any other agreements, certificates, instruments, powers of attorney, letters, forms, transfers, deeds, and other documents whatsoever as the individual acting may in his or her absolute and unfettered discretion approve, deem, or determine necessary, appropriate, or advisable, such approval, deeming, or determination to be conclusively evidenced by said individual taking such action or the execution thereof. This consent may be executed in as many counterparts as may be required and all counterparts shall collectively constitute one and the same consent;

RESOLVED FURTHER, that this consent may be executed in multiple counterparts or copies, each of which shall be deemed an original for all purposes. One or more counterparts or copies of this consent, or signature pages hereto, may be executed by one or more of the undersigned, and some different counterparts, copies, or signature pages executed by one or more of the other undersigned. Each counterpart or copy hereof so executed by any of the undersigned shall be binding upon the undersigned executing the same even though other of the undersigned may execute one or more different counterparts, copies, or signature pages, and all counterparts or copies hereof (including any such signature pages) so executed shall constitute one and the same consent. Each of the undersigned, by execution of one or more counterparts or copies hereof or signature pages hereto, expressly authorizes and directs the secretary or any assistant secretary of each Company, or counsel to each Company, to affix the signature pages executed by the authorizing director to one or more other counterparts or copies hereof so that upon execution of

multiple counterparts or copies hereof or signature pages hereto by all of the undersigned, there shall be one or more counterparts or copies hereof to which is (are) attached signature pages containing signatures of all of the undersigned;

RESOLVED FURTHER, that this consent and signature pages hereto may be executed and delivered by electronic means (including electronic image, facsimile, “.pdf,” “.tif,” and “.jpeg”), and thereupon shall be treated in each case and in all manner and respects and for all purposes as an original and shall be considered to have the same binding legal effect as if it were an original manually-signed counterpart hereof delivered in person; and

RESOLVED FURTHER, that this consent shall become effective as of the date first set forth above upon each Company’s receipt of the executed counterpart signature pages from the respective members of each Governing Body.

The actions taken by this consent shall have the same force and effect as if taken at a special meeting of each Governing Body, duly called and constituted, pursuant to the applicable laws of the jurisdiction in which each Company is organized.

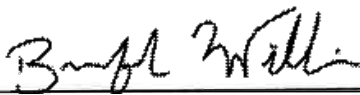
* * * * *

IN WITNESS WHEREOF, the undersigned has executed this written consent as of the date above first written.

By: 
Name: Jason Luo

By: 
Name: Thomas S. Murphy, Jr.

By: _____
Name: Alexander M. Rose

By: 
Name: Bradford Williams

By: _____
Name: Robin Kendrick

By: _____
Name: Steven Panagos

By: _____
Name: Edward J. Stenger

**Being all members of the Board of Directors
of:**

ACCURIDE GROUP HOLDINGS, INC.

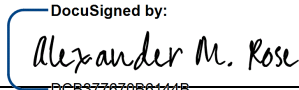
ARMOR PARENT CORP.

ACCURIDE CORPORATION

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By: _____
Name: Jason Luo

By: _____
Name: Thomas S. Murphy, Jr.

By:  _____
Name: Alexander M. Rose

By: _____
Name: Bradford Williams

By: _____
Name: Robin Kendrick

By: _____
Name: Steven Panagos

By: _____
Name: Edward J. Stenger

Being all members of the Board of Directors of:

ACCURIDE GROUP HOLDINGS, INC.

ARMOR PARENT CORP.

ACCURIDE CORPORATION


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By: _____
Name: Alexander M. Rose

By: _____
Name: Bradford Williams

By:  _____
Name: Robin Kendrick

By: _____
Name: Steven Panagos

By: _____
Name: Edward J. Stenger

**Being all members of the Board of Directors
of:**

ACCURIDE GROUP HOLDINGS, INC.

ARMOR PARENT CORP.

ACCURIDE CORPORATION

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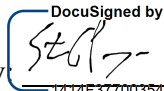
By: _____
Name: Jason Luo

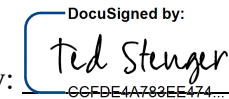
By: _____
Name: Thomas S. Murphy, Jr.

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Name: Alexander M. Rose

By: _____
Name: Bradford Williams

By: _____
Name: Robin Kendrick

By:  _____
Name: Steven Panagos

By:  _____
Name: Edward J. Stenger

Being all members of the Board of Directors of:

ACCURIDE GROUP HOLDINGS, INC.

ARMOR PARENT CORP.


ACCURIDE CORPORATION

IN WITNESS WHEREOF, the undersigned has executed this written consent as of the date above first written.

By: 
Name: Jason Luo

By: 
Name: Thomas S. Murphy, Jr.

By: _____
Name: Alexander M. Rose

By: 
Name: Bradford Williams

By: _____
Name: Robin Kendrick

**Being all members of the Board of Directors
of:**

ACCURIDE INTERMEDIATE CO., INC.

IN WITNESS WHEREOF, the undersigned has executed this written consent as of the date above first written.

By: _____
Name: Jason Luo

By: _____
Name: Thomas S. Murphy, Jr.

By: _____
Name: Alexander M. Rose

DocuSigned by:
Alexander M. Rose
DCB377670B6144B...

By: _____
Name: Bradford Williams

By: _____
Name: Robin Kendrick

**Being all members of the Board of Directors
of:**

ACCURIDE INTERMEDIATE CO., INC.


IN WITNESS WHEREOF, the undersigned has executed this written consent as of the date above first written.

By: _____
Name: Jason Luo

By: _____
Name: Thomas S. Murphy, Jr.

By: _____
Name: Alexander M. Rose

By: _____
Name: Bradford Williams

By:  _____
Name: Robin Kendrick

**Being all members of the Board of Directors
of:**

ACCURIDE INTERMEDIATE CO., INC.

IN WITNESS WHEREOF, the undersigned has executed this written consent as of the date above first written.

ACCURIDE CORPORATION

By: 
Name: Robin Kendrick
Title: Authorized Signatory

Being the sole member of:

AKW GENERAL PARTNER L.L.C.

ACCURIDE DISTRIBUTING, LLC


ACCURIDE EMI, LLC

ACCURIDE HENDERSON LIMITED
LIABILITY COMPANY

**Being the Limited Partner and sole member
of the General Partner of:**

ACCURIDE ERIE L.P.

IN WITNESS WHEREOF, the undersigned has executed this written consent as of the date above first written.

By: 
Name: Robin Kendrick
Title: Authorized Signatory

Being the sole manager or sole member of the Board of Directors of:

AOT, LLC

BOSTROM HOLDINGS, INC.

BOSTROM SEATING, INC.

GUNITE CORPORATION

KIC LLC

TRANSPORTATION TECHNOLOGIES
INDUSTRIES, INC.

TRUCK COMPONENTS, INC.