

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

In re:

ACCURIDE CORPORATION,
et al.,¹

Debtors.

Chapter 11

Case No. 09-13449 (BLS)

Joint Administration Pending

Related Document No. 11

**ORDER PURSUANT TO 11 U.S.C. §§ 363, 506 AND 546(b) AUTHORIZING THE
DEBTORS TO PAY CONTRACTORS IN SATISFACTION OF LIENS**

("Lien Claimants Order")

Upon the motion (the "**Motion**")² of the above-captioned debtors and debtors-in-possession (collectively, the "**Debtors**"), for an order (the "**Order**") pursuant to Sections 363, 506 and 546(b) of the Bankruptcy Code, authorizing, but not directing, the Debtors to pay certain of their contractors in satisfaction of liens in the ordinary course of business; and it appearing that the relief requested is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and it appearing that this Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and it appearing that this Motion is a core proceeding pursuant to 28

¹ The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: Accuride Corporation, a Delaware corporation (9077); Accuride Cuyahoga Falls, Inc., a Delaware corporation (9556); Accuride Distributing, LLC, a Delaware limited liability company (3124); Accuride EMI, LLC, a Delaware limited liability company (N/A); Accuride Erie L.P., a Delaware limited partnership (4862); Accuride Henderson Limited Liability Company, a Delaware limited liability company (8596); AKW General Partner L.L.C., a Delaware limited liability company (4861); AOT Inc., a Delaware corporation (3088); Bostrom Holdings, Inc., a Delaware corporation (9282); Bostrom Seating, Inc., a Delaware corporation (7179); Bostrom Specialty Seating, Inc., a Delaware corporation (4182); Brillion Iron Works, Inc., a Delaware corporation (6942); Erie Land Holding, Inc., a Delaware corporation (8018); Fabco Automotive Corporation, a Delaware corporation (9802); Gunit Corporation, a Delaware corporation (9803); Imperial Group Holding Corp. -1, a Delaware corporation (4007); Imperial Group Holding Corp. -2, a Delaware corporation (4009); Imperial Group, L.P., a Delaware limited partnership (4012); JAII Management Company, a Delaware corporation (N/A); Transportation Technologies Industries, Inc., a Delaware corporation (2791); and Truck Components Inc., a Delaware corporation (5407). The mailing address for Accuride Corporation is 7140 Office Circle, Evansville, Indiana 47715.

² Unless otherwise defined, capitalized terms used herein shall have the meanings ascribed to them in the Motion.

U.S.C. § 157; and after due deliberation and sufficient cause therefore, it is hereby ORDERED, ADJUDGED, AND DECREED that:

1. The Motion is GRANTED as set forth herein.
2. The Debtors are hereby authorized but not required, to pay, in their discretion and in the ordinary course of business, all prepetition Contractor Claims arising under the Motion up to \$1.2 million.
3. The Debtors are authorized and empowered to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.
4. All payments arising under or in connection with the Motion shall be subject to any interim and final DIP orders and/or related budgets and projections approved by this Court in these cases.
5. Pursuant to Sections 363, 506 and 546(b) of the Bankruptcy Code, the Debtors are authorized, but not directed, in their sole discretion, to pay Contractor Claims in the ordinary course of their business; provided, however, that with respect to each Contractor Claim, (a) the Debtors are not authorized to pay a Contractor Claim unless the Contractor has perfected or, in the Debtors' judgment, is capable of perfecting or may be capable of perfecting in the future, one or more Mechanics' Liens in respect of such Contractor Claim, (b) such payment would not be deemed to be a waiver of rights regarding the extent, validity, perfection or possible avoidance of the related Mechanics' Liens, and (c) the Contractor agreed to release promptly any Liens upon payment of such Contractor Claim; provided, however, that should the Contractor fail to release promptly such Liens upon payment by the Debtors, any such Liens would be deemed released and expunged, without necessity of further action.

6. All Payments on Mechanics' Liens made under this Order shall be subject to the following conditions:

- (a) If a Contractor accepts Payment, such Contractor shall be deemed to have agreed to continue to provide services to the Debtors (the "Services"), on as good or better terms and conditions (including credit terms) that existed ninety (90) days prior to the Petition Date (the "Customary Terms"),³ during the pendency of these Chapter 11 Cases;
- (b) Subject to the challenge rights described in this subparagraph, if a Contractor accepts Payment and thereafter does not continue to provide Services pursuant to Customary Terms during the pendency of these Chapter 11 Cases, then absent objection as described below, (i) any Payment on a prepetition claim received by such Contractor shall be deemed to be an unauthorized voidable postpetition transfer under Bankruptcy Code Section 549 and, therefore, recoverable by the Debtors in cash upon written request and (ii) upon recovery by the Debtors, any such prepetition claim shall be reinstated as if the Payment had not been made. The foregoing does not preclude a Contractor from contesting whether it has failed to comply with the provisions of this Order by filing an objection with this Court within twenty (20) days of the date of the Debtors' initial written request for return of the payments, which hearing the Debtors shall set for the next regularly scheduled omnibus hearing date occurring more than twenty (20) days after the date of the filing of the objection; and
- (c) Prior to making a Payment to a Contractor, the Debtors may, in their absolute discretion, settle all or some of the prepetition claims of the Contractor for less than their face amount without further notice or hearing.

7. All applicable banks and other financial institutions are authorized and directed to receive, process, honor and pay any and all checks drawn on the Debtors' accounts to pay Contractor Claims, whether such checks were presented prior to or after the Petition Date, provided that sufficient funds are available in the applicable accounts to make such payments.

8. Nothing in the Motion shall be deemed a request for authority to assume, and nothing in this Order shall be deemed an authorization to assume, any executory contract under Section 365 of the Bankruptcy Code.

³ In the event the relationship between the Contractor and the Debtors does not extend to ninety (90) days before the Petition Date, the Customary Terms shall mean the terms that the Contractor generally extends to its customers or such terms as are acceptable to the Debtors in the reasonable exercise of their business judgment.

9. This court finds and determines that the requirements of Bankruptcy Rule 6003 are satisfied and that the relief requested herein is necessary to avoid immediate and irreparable harm.

10. Notwithstanding the provisions of Bankruptcy Rule 6004 and Bankruptcy Rule 6006 or any applicable provisions of the Local Rules, this Order shall not be stayed for ten (10) days after the entry hereof, but shall be effective and enforceable immediately upon entry, and the ten (10) day stay provided in such rules is hereby expressly waived and shall not apply.

11. Notwithstanding anything to the contrary contained herein, any payment to be made, or authorization contained, hereunder shall be subject to the requirements imposed on the Debtors under any approved debtor-in-possession financing facility, or any order regarding the use of cash collateral.

12. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

13. This Court shall retain jurisdiction to hear and determine all matters arising from the implementation of this Order.

Dated: October 9, 2009
Wilmington, Delaware



Brendan L. Shannon
United States Bankruptcy Judge