

EXHIBIT A-33

PARTNERSHIP AGREEMENT FOR ACCURIDE ERIE L.P.

**AMENDED AND RESTATED
LIMITED PARTNERSHIP AGREEMENT OF
ACCURIDE ERIE L.P.**

between

AKW GENERAL PARTNER L.L.C.

and

ACCURIDE CORPORATION

Dated as of _____, 2010

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ACCURIDE ERIE L.P.

AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT

THIS AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT (“Agreement”) of ACCURIDE ERIE L.P., a Delaware limited partnership (the “Partnership”), dated effective as of _____, 2010, between AKW GENERAL PARTNER L.L.C., a Delaware limited liability company (the “General Partner”), and ACCURIDE CORPORATION, a Delaware corporation (the “Limited Partner”).

WHEREAS, the Partnership was formed under the Delaware Revised Uniform Limited Partnership Act, Del. Code Ann tit. 6, §§ 17-101 et seq. (as from time to time amended and including any successor statute of similar import, the “Act”), under the name “AKW L.P.”, pursuant to a Certificate of Limited Partnership filed with the office of the Secretary of State of the State of Delaware; and

WHEREAS, pursuant to the Chapter 11 Joint Plan of Reorganization for Accuride Corporation, et al., as approved by the United States Bankruptcy Court for the District of Delaware on _____, 2010, the Partners desire to amend and restate the Limited Partnership Agreement in its entirety.

NOW, THEREFORE, in consideration of the mutual covenants, and subject to the terms and conditions contained herein, the parties hereto agree as follows:

ARTICLE 1

DEFINITIONS

Capitalized terms used in this Agreement shall have the meanings set forth below or in the Section of this Agreement referred to below:

“Accounting period” means the period beginning on the day following any Adjustment Date (or, in the case of the first Accounting Period, beginning on the day of formation of the Partnership) and ending on the next succeeding Adjustment Date.

“Accuride” has the meaning given in the first paragraph hereof.

“Act” has the meaning given in the recitals.

“Affiliate” means, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with, such Person. Control of any Person shall consist of the power to direct the management policies of such Person whether through the ownership of voting securities or by contract or otherwise and shall be deemed to exist upon the ownership of securities entitling the holder thereof to exercise more than 50% of the voting power in the election of directors of such Person.

“Agreement” means this Amended and Restated Limited Partnership Agreement, as it may be amended, restated or supplemented from time to time as herein provided.

“Bankruptcy” means, with respect to any Partner, (i) the filing by that Partner of a voluntary petition seeking liquidation, reorganization, arrangement or readjustment, in any form, of its debts under Title 11 of the United States Code or any other Federal or state insolvency law, or a Partner’s filing an answer consenting to or acquiescing in any such petition, (ii) the making by that Partner of any assignment for the benefit of his creditors or (iii) the expiration of 60 days after the filing of an involuntary petition under Title 11 of the United States Code, an application for the appointment of a receiver, trustee or custodian for the assets of that Partner, or an involuntary petition seeking liquidation, reorganization, arrangement or readjustment of its debts under any other Federal or state insolvency law, provided that the same shall not have been vacated, set aside or stayed within such 60-day period.

“Business” has the meaning given in Section 2.4.

“Capital Contribution” means, as to any Partner, at any time, any contribution to the capital of the Partnership by such Partner.

“Certificate” means the Certificate of Limited Partnership of the Partnership as provided for pursuant to the Act, as filed with the office of the Secretary of State of the State of Delaware, as amended and restated from time to time pursuant to this Agreement or otherwise.

“Claim” has the meaning given in Section 8.3.

“Code” means the Internal Revenue Code of 1986, as amended from time to time, and any successor act thereto, and, to the extent applicable, any Treasury Regulations promulgated thereunder.

“Effective Date” has the meaning given in Section 2.1.

“Fiscal Year” means the fiscal year of the Partnership and shall be the same as its taxable year, which shall be the calendar year unless otherwise required by the Code. Each Fiscal Year shall commence on the day immediately following the last day of the immediately preceding Fiscal Year.

“General Partner” has the meaning given in the first paragraph hereof.

“Indemnified Persons” has the meaning given in Section 8.3.

“Limited Partner” means either Accuride Corporation, or any Person who becomes a Limited Partner as herein provided and who is listed as a limited partner of the Partnership in the books and records of the Partnership, in such Person’s capacity as a limited partner of the Partnership.

“Partner” means the General Partner or any Limited Partner.

“Partnership” means Accuride Erie L.P., a Delaware limited partnership.

“Person” means any individual, corporation, partnership, association, public body, governmental authority or other entity.

“Percentage Interest” means the percentage interests in the Profits and Losses of the Partnership. The Percentage Interests are set forth on Exhibit A attached hereto.

“Products” means (i) aluminum wheels 16” in diameter and larger primarily for light, medium and heavy duty trucks, trailers and buses (classes 1-8), although certain of such wheels may also be sold into the automotive original equipment manufacturer market; (ii) tire molds for automotive and light-medium-heavy truck applications, as to each of clauses (i) and (ii) above, produced by forging, fabricating or casting for marketing and sale worldwide, including without limitation in the original equipment manufacturer market, after-market and repair and replacement markets; and (iii) such additional or different products as the General Partner may approve.

“Profit” or “Loss” means for any Accounting Period the net income or net loss of the Partnership for such Accounting Period.

“Treasury Regulations” means the federal income tax regulations, including any temporary or proposed regulations, promulgated under the Code, as such may be amended from time to time.

ARTICLE 2

FORMATION OF PARTNERSHIP

2.1 Formation. The Partnership was formed by filing a Certificate pursuant to the Act with the Secretary of State of the State of Delaware effective upon the date filed (the “Effective Date”).

2.2 Partnership Name. The name of the Partnership is Accuride Erie L.P. The Business of the Partnership shall be conducted under such name or such other names as the General Partner shall from time to time approve.

2.3 Principal Business Office, Registered Office and Registered Agent. The Partnership shall maintain its principal business office, initially, at 1015 East 12th Street, Erie, Pennsylvania 16503 and shall move such principal business office or to such other location as may hereafter be determined by the General Partner. The address of the registered office of the Partnership in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801, and the name of the Partnership’s registered agent at such address is The Corporation Trust Company. The principal business office, the registered office and the registered agent of the Partnership may be changed by the General Partner from time to time in accordance with the then applicable provisions of the Act and any other applicable laws.

2.4 Business Purposes. The purposes of the Partnership are to design, manufacture (by forging, fabricating casting or as otherwise determined by the General Partner), market and sell the Products (the “Business”), and to engage in all actions necessary, convenient or incidental to the foregoing, including without limitation acquiring, holding, managing, operating, financing, selling, leasing, licensing and otherwise disposing of all kinds and classes of real and personal property, tangible and intangible, and borrowing funds (and securing the same by

mortgage, deed of trust, or otherwise) and executing such instruments as may be necessary or appropriate to accomplish its business purposes, subject to the terms and conditions hereof.

2.5 The Certificate, Etc. The Partners hereby agree to, and, as appropriate, to cause the Partnership to, execute, file and record all such certificates and documents, including amendments to the Certificate, and to do such other acts as may be appropriate in the reasonable judgment of the General Partner to comply with all requirements for the formation, continuation and operation of the Partnership as a limited partnership, and the ownership of property and the conduct of the Business by the Partnership, under the laws of the State of Delaware and any other jurisdiction in which the Partnership may own property or conduct business.

2.6 Term of Partnership. The term of the Partnership commenced on the Effective Date, and shall continue until dissolution occurs by operation of law, the written consent of the Partners or otherwise in accordance with Section 10.1(a) and the liquidation and winding up thereof is complete as provided in Section 10.4.

2.7 Qualification in Other Jurisdictions. The General Partner shall cause the Partnership to be qualified and registered as a limited partnership doing business in such jurisdictions, if any, as the General Partner, with the advice of counsel, from time to time shall determine is appropriate. The General Partner shall execute, file and publish all such certificates, notices, statements or other instruments necessary to permit the Partnership to conduct business as a limited partnership in all jurisdictions where the Partnership elects to do business.

2.8 Powers. In furtherance of its purposes, but subject to all of the provisions of this Agreement, the Partnership shall have the power and is hereby authorized to do such things and engage in such activities related to the foregoing as may be necessary, convenient or advisable with respect to the conduct of the Business of the Partnership and have and exercise all of the powers and rights conferred upon limited partnerships formed pursuant to the Act.

ARTICLE 3

CAPITALIZATION

3.1 Capital Contributions. The Partners have previously made Capital Contributions to the Partnership as reflected on the Partnership's accounting records. The Partners shall make any additional Capital Contributions in proportion to their respective Percentage Interests from time to time in such amounts and on such dates as may unanimously be agreed by the Partners. Subject to the approval of the General Partner, the Partners may satisfy their Capital Contributions by contributing cash or other property.

ARTICLE 4

ALLOCATIONS

4.1 Allocations of Profit and Loss. Except as otherwise provided in this Article 4, the Profit and Loss of the Partnership for each Accounting Period shall be determined as of the end of each such Accounting Period and shall be allocated among the Partners in proportion to their respective Percentage Interests.

ARTICLE 5

DISTRIBUTIONS

5.1 Distributions. Distributions may be made in accordance with the Partners' respective Percentage Interests at the time of distribution at such times and in such amounts as the General Partner shall determine.

5.2 Restricted Distribution. Notwithstanding any provision to the contrary contained in this Agreement, the Partnership shall not make a distribution to any Partner on account of its interest in the Partnership if such distribution would violate Section 17-607 of the Act or other applicable law.

ARTICLE 6

MANAGEMENT

6.1 Management of the Partnership. The overall management and control of the business and affairs of the Partnership shall be vested in the General Partner. Except as otherwise expressly provided in this Agreement, all decisions with respect to any matter set forth in this Agreement or otherwise affecting or arising out of the conduct of the business of the Partnership shall be made by the General Partner. With respect to all of its rights, powers and responsibilities under this Agreement, the General Partner is authorized to execute and deliver, in the name and on behalf of the Partnership, all such agreements, documents and other instruments as it deems proper, all on such terms and conditions as it deems necessary or appropriate for the purposes of the Partnership.

6.2 Limitations on Limited Partners. Except as specifically set forth in this Agreement, no Limited Partner, in its capacity as a Limited Partner, shall (a) be permitted to take part in the management or control of the business or affairs of the Partnership, or (b) have the authority or power to act as agent for or on behalf of the Partnership or any other Partner, to do any act that would be binding on the Partnership or any other Partner or to incur any expenditures on behalf of or with respect to the Partnership.

6.3 Duty of Good Faith. The General Partner shall perform its management duties in good faith, in a manner the General Partner reasonably believes to be in the Partnership's best interests, and with such care as an ordinary prudent person in a similar position would use under similar circumstances and conditions. The General Partner shall not be liable to the Partnership for any loss or damage arising in connection with the performance of its management duties unless the loss or damage was the result of gross negligence or willful misconduct. This Section 6.3 shall not be construed as providing rights or benefits for any third parties.

6.4 Implementation; Further Assurances. Each Partner shall take such actions as may be required under applicable law, including actions with respect to the execution of documents and performance of other ministerial acts, to give full effect to, and to implement, all decisions of the General Partner.

ARTICLE 7

BOOKS; ACCOUNTING; TAX MATTERS; REPORTS

7.1 Books and Records. At all times during the continuance of the Partnership, the Partnership shall maintain books of account for the Partnership that shall show a true and accurate record of all costs and expenses incurred, all charges made, all credits made and received and all income derived in connection with the operation of the Business in accordance with generally accepted accounting principles consistently applied (“GAAP”). Each Partner shall have full access to such books of account for the Partnership and to all financial, legal and business records of the Partnership. Such books of account, financial, legal and business records of the Partnership, together with a copy of this Agreement and of the Certificate, shall at all times be maintained at the principal place of business of the Partnership and shall be open to inspection, examination and copying at reasonable times during normal business hours by each Partner and its duly authorized representatives for any purpose reasonably related to such Partner’s interest in the Partnership. Such books of account, financial, legal and business records of the Partnership shall be retained during the term of this Agreement and for seven years thereafter. Partners shall be entitled to discuss the matters recorded in such books and records with the independent certified accountants retained by the Partnership and with any officers of the General Partner. A Partner shall bear all expenses incurred in any examination made for such Partner’s account.

7.2 Bank Accounts. The Partnership shall maintain one or more accounts in a bank or banks selected by the General Partner, which accounts shall be used for the payment of the expenditures incurred in connection with the business of the Partnership and in which shall be deposited any and all cash receipts of the Partnership. All such amounts shall be and remain the property of the Partnership. There shall not be deposited in any of said accounts any funds other than funds belonging to the Partnership and no other funds shall in any way be commingled with such funds. Withdrawals shall be made only in the regular course of business on such signature or signatures as the General Partner may determine.

7.3 Tax Matters. It is the intent of the Partners that the Partnership be classified as a disregarded entity for federal and state income tax purposes in accordance with Treasury Regulations Section 301.7701-3.

7.4 Reserves. The General Partner may from time to time in its discretion establish reasonable cash or cash equivalent reserves.

ARTICLE 8

RIGHTS AND OBLIGATIONS OF PARTNERS

8.1 Limited Liability.

- (a) Each Limited Partner's liability with respect to the Partnership and any subsidiary of the Partnership shall be limited as provided in the Act, this Agreement or any applicable law. A Limited Partner shall not be personally liable for any debts, obligations, liabilities or losses of the Partnership, or of any subsidiary of the Partnership, as the case may be, whether arising in contract, tort or otherwise, beyond its respective Capital Contribution to the Partnership and its pro rata portion of the Partnership's undistributed profits, except as may otherwise be provided for by law.
- (b) The Partners shall not be required to lend any funds to the Partnership. Each Partner shall only be liable to make payment of its respective Capital Contributions as and when due hereunder or as agreed by all of the Partners. If and to the extent a Partner's Capital Contributions shall be fully paid, such Partner shall not, except as required by the express provisions of the Act regarding repayment of sums wrongfully distributed to Partners, be required to make any further contributions to the Partnership or any subsidiary thereof.

8.2 Access to Information, Records. Each Partner has the right to obtain from the Partnership from time to time, upon demand for any purpose related to the Partner's interest as a Partner of the Partnership, information regarding the status of the Partnership's Business and financial condition, a copy of any written Partnership agreement or other document, and any information required to be provided under this Agreement or the Act.

8.3 Indemnification.

- (a) The Partnership shall, to the fullest extent permitted by law, indemnify and hold harmless each Partner and its Affiliates, each agent of the Partnership, and any control person (as such term is defined in the Securities Act of 1933, as amended, and the rules and regulations thereunder), director, officer, employee, member and agent of each Partner and its Affiliates (collectively, the "Indemnified Persons"), from and against any and all losses, liabilities, damages, claims, costs and expenses whatsoever; (including without limitation fees and expenses and any court costs) ("Claims") arising out of, resulting from or attributable to any act or omission performed or omitted by such Indemnified Person in good faith on behalf of the Partnership after the date hereof and in a manner reasonably believed to be within the scope of the authority conferred on it by this Agreement, provided that no indemnity shall be payable hereunder with respect to any liability incurred by such Indemnified Person by

reason of its gross negligence or willful misconduct, or in the case of a Partner, breach of such Partner's obligations under this Agreement.

- (b) Expenses incurred by an Indemnified Person in defense or settlement of any Claim that may be subject to a right of indemnification hereunder maybe advanced by the Partnership prior to the final disposition thereof upon receipt of an undertaking by or on behalf of the Indemnified Person to repay such amount if it shall ultimately be determined that the Indemnified Person is not entitled to be indemnified by the Partnership.
- (c) The Partnership shall make all indemnification provided for pursuant to this Section 8.3 solely out of and to the extent of Partnership assets and no Partner shall have personal liability on account thereof.

8.4 Insurance. The Partnership may purchase and maintain insurance, to the extent and in such amounts as the Partners shall deem reasonable, on behalf of Indemnified Persons and such other Persons as the Partners shall determine, against any liability that may be asserted against or expenses that may be incurred by any such Person in connection with the activities of the Partnership or such indemnities, regardless of whether the Partnership would have the power to indemnify such Person against such liability under the provisions of this Agreement.

ARTICLE 9

TRANSFERS OF INTERESTS; ADMISSION OF NEW PARTNERS

9.1 General Restriction. No Partner may, directly or indirectly, sell, transfer, encumber or otherwise dispose of (any such act, a "Transfer"), its interest to any Person without the written consent of each other Partner.

9.2 Nonrecognition of Certain Transfers. Notwithstanding any other provision of this Agreement, any Transfer in contravention of any of the provisions of this Agreement shall be void and ineffective, and shall not bind, or be recognized by, the Partnership or any Partner

9.3 Admission of New Partners. No Person shall be admitted as a new Partner unless all other Partners consent.

ARTICLE 10

TERMINATION

10.1 Events of Dissolution.

- (a) In accordance with Section 17-801 of the Act, the Partnership shall be dissolved and the affairs of the Partnership wound up upon the occurrence of any of the following events:
 - (i) the Bankruptcy, dissolution, withdrawal, or resignation of a Partner or the occurrence of any other event which

terminates the continued membership of a Partner in the Partnership, unless, if there is at least one remaining Limited Partner, all of the remaining Partners consent to continuing the business of the Partnership within 90 days following the occurrence of any such event;

- (ii) the entry of a decree of judicial dissolution under Section 17-802 of the Act; and
- (iii) the unanimous consent of the Partners to dissolve the Partnership;

- (b) Dissolution of the Partnership shall be effective on the day on which the event occurs giving rise to the dissolution, but the Partnership shall not terminate until the assets of the Partnership shall have been distributed as provided herein and a certificate of cancellation of the Certificate has been filed with the Secretary of State of the State of Delaware.

10.2 Distributions to Partners. In a dissolution, the Partners shall take such actions as are necessary to liquidate the Partnership and cause its dissolution as soon as possible and shall each be entitled to receive an amount of the net proceeds from such liquidation as provided in Section 10.3. A dissolution shall not relieve or release any Partner or its guarantor from any liability arising from a breach or default of any of its obligations under this Agreement.

10.3 Application of Assets. Unless otherwise specified herein, in the event of a termination or dissolution, the General Partner shall conduct only such activities as are necessary to wind up its affairs (including the sale in an orderly manner of the assets of the Partnership), and the assets of the Partnership shall be applied in the manner and in the order of priority set forth as follows: (i) first, to creditors of the Partnership, including Partners who are creditors, to the extent otherwise permitted by law, in satisfaction of the liabilities of the Partnership (whether by payment or the making of reasonable provision for payment thereof); and (ii) second, to the Partners in proportion to, and to the extent of, their Percentage Interest in the Partnership.

It is understood and agreed that all payments under this Section 10.3 shall be made as soon as reasonably practicable and in any event by the end of the Fiscal Year in which such winding up occurs or, if later, within 90 days after the date of such winding up.

10.4 Termination. Upon completion of the foregoing, the General Partner or the liquidating trustee shall execute, acknowledge and cause to be filed a certificate of cancellation of the partnership with the Secretary of State of the State of Delaware as required by the Act, and upon such certificate of cancellation becoming effective, the Partnership shall be terminated

ARTICLE 11

MISCELLANEOUS

11.1 Waiver, Amendment, Etc. This Agreement may not be amended or supplemented, and no waivers of or consents to departures from the provisions hereof shall be

effective, unless set forth in a writing signed by, and delivered to, each Partner. No failure or delay of any Partner in exercising any power or right under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right or power, or any abandonment or discontinuance of steps to enforce such right or power, preclude any other or further exercise thereof or the exercise of any other right or power.

11.2 Materials. All written materials relating to the business of the Partnership, including, without limitation, press releases and marketing materials prepared by the Partnership or any Partner shall be approved by the General Partner prior to use, provided that written materials required by law or the rules of any stock exchange to be filed by any Partners shall not require such approval.

11.3 Word Meanings. The words such as “herein”, “hereinafter”, “hereof” and “hereunder” refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires. The singular shall include the plural and the masculine gender shall include the feminine and neuter, and vice versa, unless the context otherwise requires.

11.4 Binding Provisions. The covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the heirs, legal representatives, successors and assigns of the respective parties hereto.

11.5 GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE (OTHER THAN ANY CONFLICT OF LAWS RULE WHICH MIGHT RESULT IN THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION). IN THE EVENT OF A CONFLICT BETWEEN ANY PROVISION OF THIS AGREEMENT AND ANY NON-MANDATORY PROVISION OF THE ACT, THE PROVISION OF THIS AGREEMENT SHALL CONTROL AND TAKE PRECEDENCE.

11.6 Separability of Provisions. Each provision of this Agreement shall be considered separable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement which are valid, enforceable and legal. If any provision of this Agreement is held to be unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to the extent possible.

11.7 Table of Contents; Headings. The table of Contents and headings in this Agreement are for descriptive purposes only and shall not control or alter the meaning of this Agreement as set forth in the text.

11.8 Further Assurances. The Partners shall execute and deliver such further instruments and do such further acts and things as may be required to carry out the intents and purposes of this Agreement.

11.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original of this Agreement.

11.10 Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the day and year first above written.

ACCURIDE CORPORATION

By: _____
Name:
Title:

AKW GENERAL PARTNER, L.L.C.

By: Accuride Corporation
Its: Sole Member

By: _____
Name:
Title:

Exhibit A

	<u>Percentage Interest</u>
AKW General Partner, L.L.C.	2%
Accuride Corporation	98%