

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------------------------|----------|----------------|-----------------------|
| Amcast Industrial Corporation | | 06/27/2005 | CORPORATION: OHIO |
| Lee Brass Company | | 06/27/2005 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

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|-----------------|-----------------------|
| Name: | LBC Acquisitions, LLC |
| Street Address: | P. O. Box 1229 |
| City: | Anniston |
| State/Country: | ALABAMA |
| Postal Code: | 36202 |
| Entity Type: | CORPORATION: DELAWARE |

PROPERTY NUMBERS Total: 7

| Property Type | Number | Word Mark |
|----------------|----------|------------|
| Serial Number: | 74060606 | FF-W |
| Serial Number: | 73188368 | FLAGG |
| Serial Number: | 73131493 | F |
| Serial Number: | 71606008 | FF-A |
| Serial Number: | 71541532 | FLAGG-FLOW |
| Serial Number: | 71389910 | FF |
| Serial Number: | 71394226 | FLAGG |

CORRESPONDENCE DATA

Fax Number: (423)785-8480
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 4237566600
 Email: sstark@millermartin.com
 Correspondent Name: Stephen J. Stark
 Address Line 1: 832 Georgia Avenue

CH \$190.00 74060606

Address Line 2: Suite 1000 Volunteer Building
Address Line 4: Chattanooga, TENNESSEE 37402-2289

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| ATTORNEY DOCKET NUMBER: | 17820-0004 |
| NAME OF SUBMITTER: | Stephen J. Stark |
| Signature: | /Stephen J. Stark/ |
| Date: | 10/09/2006 |

Total Attachments: 106

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This document has been electronically entered in the records of the United States Bankruptcy Court for the Southern District of Ohio.

IT IS SO ORDERED.

Thomas F. Waldron

Thomas F. Waldron
United States Bankruptcy Judge

Dated: June 27, 2005

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION AT DAYTON

| | | |
|----------------------|---|------------------------|
| In Re: |) | |
| |) | CHAPTER 11 |
| AMCAST INDUSTRIAL |) | |
| CORPORATION, et al., |) | CASE NO. 04-40504 |
| |) | (Jointly Administered) |
| Debtors. |) | Honorable Judge Walter |

ORDER UNDER 11 U.S.C. §§ 105(a), 363 and 365 (A) APPROVING ASSET PURCHASE AGREEMENT, (B) AUTHORIZING THE SALE OF SUBSTANTIALLY ALL OF THE ASSETS OF LEE BRASS COMPANY FREE AND CLEAR OF LIENS, CLAIMS, INTERESTS AND ENCUMBRANCES, (C) AUTHORIZING THE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS, AND (D) GRANTING RELATED RELIEF

This matter came on for hearing before this Court on June 23, 2005 (the "Sale Hearing"), to consider the Motion of Lee Brass Company, debtor and debtor-in-possession (the "Debtor"), dated May 10, 2005 (the "Sale Motion"). With the filing of the Sale Motion, the Debtor, sought, *inter alia*, entry of the Sale Order under 11 U.S.C. §§ 105(a), 363 and 365: (1) authorizing the sale (the "Sale") of substantially all of Debtor's assets free and clear of liens, claims, encumbrances and interests pursuant to the terms of that certain Asset Purchase Agreement, as

the same may be amended, as permitted by the terms of the Asset Purchase Agreement and this Order (the "Purchase Agreement"), between the Debtor and LBC Acquisitions, LLC (the "Purchaser") dated May 9, 2005; and (2) authorizing the Debtor's assumption and assignment to Purchaser of the executory contracts reflected on Exhibit A annexed hereto (the "Assumed Contracts").¹

Pursuant to and as described in the Purchase Agreement and the Order entered by this Court on May 24, 2005, (the "Bidding Procedures Order"), the Sale Hearing was held on June 23, 2005, at which time all interested parties were offered an opportunity to be heard with respect to the Sale Motion. The Court having reviewed and considered (1) the Sale Motion, (2) the objections thereto, if any, and (3) the arguments of counsel made, and the evidence proffered or introduced at the Sale Hearing; and it appearing that the relief requested in the Sale Motion is consented to by the Unsecured Creditors Committee, the "DIP Agent" (as hereinafter defined), and the "Prepetition Agent" (as hereinafter defined), is in the best interest of the Debtor, the Debtor's estate and creditors and other parties of interest; and upon the record of the Sale Hearing and this entire case, and after due deliberation thereon, it is hereby

FOUND AND DETERMINED THAT:

A. This Court has jurisdiction over the Sale Motion pursuant to 28 U.S.C. §§ 157 and 1334, and this matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A) and (N). Venue of this case and the Sale Motion in this Court is proper under 28 U.S.C. §§ 1408 and 1409.

B. The statutory predicates for the relief sought in the Sale Motion are sections 105(a), 363 (b), (f), (m), and (n) and 365 of the United States Bankruptcy Code, 11 U.S.C. §§

¹ Unless otherwise specifically defined herein, capitalized terms used herein shall have the meaning prescribed to them in the Purchase Agreement.

101, et seq., (the "Bankruptcy Code"), and Rules 2002, 6004, 6006, and 9014 of the Federal Rules of Bankruptcy Procedure.

C. The Bidding Procedures Order required that notice of the relief requested in the Sale Motion to the "Notice Parties" (as defined in the Bidding Procedures Order) be served by DHL or other overnight delivery on or before May 23, 2005. However, the Bidding Procedures Order was not entered until May 24, 2005 by this Court. Upon entry of the Bidding Procedures Order the Debtor promptly served and provided notice to the Notice Parties, including counsel for the Unsecured Creditors Committee, as otherwise provided therein. Additionally, notice of the hearing, the relief requested in the Sale Motion and an opportunity to object was published in the national edition of the *Wall Street Journal* on May 27, 2005. Proper, timely, adequate and sufficient notice of the Sale Motion, Sale Hearing, the Sale, and the assumption and assignment of the Assumed Contracts has been provided to the Notice Parties in accordance with 11 U.S.C. §§ 102(1), 363, and 365 and Rules 2002, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure and materially in compliance with the Bidding Procedures Order. On or about June 15, 2005, the Debtor discovered that the "Sale Notice" attached as Exhibit B to the Bidding Procedures Order had not been duly served on all creditors in the schedule of assets and liabilities filed by the Debtor, excepting the Notice Parties, as required by such Order. Accordingly, on June 15, 2005 the Debtor caused to be served by overnight delivery on all creditors listed in the Debtor's schedule of assets and liabilities a copy of the Sale Notice. Simultaneously, the Debtor notified such creditors that the Debtor would not contest the timeliness of any objection filed and served prior the Sale Hearing.² At the Sale Hearing the Debtor made an oral Motion to Shorten Time for Notice ("Motion to Shorten Notice Period")

² The Debtor later discovered eight more creditors with unsecured claims totaling less than \$3,500.00. Such creditors were served with the Sale Notice by overnight delivery and by facsimile (where available) on June 20, 2005.

requesting that the Court shorten the time for notice to creditors and parties in interest and find that the notice given was adequate. In support of the Motion to Shorten Notice Period the Debtor contends that the proceeds of the Sale will not generate a dividend to general unsecured creditors and, further, a reduction in the purchase price will result from the Debtor's continued use of working capital. If additional time for notice is given, it will only serve to reduce the proceeds to be generated from the sale. Cause exists to shorten the time for notice to creditors pursuant to Rules 2002(a)(2) and 9006(c) of the Federal Rules of Bankruptcy Procedure. As such, the notice as given was good and sufficient and appropriate under the particular circumstances and no other or further notice of the Sale Motion, the Sale Hearing, the Sale or the assumption and assignment of the Assumed Contracts is or shall be required.

D. A reasonable opportunity to object or be heard with respect to the Sale Motion and the relief requested therein has been afforded to all interested persons and entities, including:

- (1) The Office of the United States Trustee;
- (2) The Purchaser;
- (3) All persons or entities known to have expressed an interest in a transaction with respect to the assets during the pendency of the above-styled Chapter 11 case;
- (4) All persons or entities known to have a lien, claim, encumbrance or other interest in the Acquired Assets;
- (5) All federal, state, and local regulatory or taxing authorities or recording officers that have a Lien or other interest in the Acquired Assets or the relief requested by the Sale Motion;
- (6) All non-Debtor parties to the Assumed Contracts;
- (7) All creditors and equity interest holders of the Debtor;
- (8) The unsecured creditor's committee;
- (9) The United States Attorneys' Office;

- (10) All federal, state and local regulatory authorities having jurisdiction over the Debtor;
- (11) The Internal Revenue Service;
- (12) All other persons or entities that have filed a request for notice pursuant to Rule 2002 of the Federal Rules of Bankruptcy Procedure.

E. Debtor has marketed the Acquired Assets in compliance with the Bidding Procedures Order and the Bankruptcy Code. No other bids were received for all or any portion of the Acquired Assets and, consequently, Purchaser has submitted the highest and best offer for the Acquired Assets. The Purchaser has agreed to tender the Purchase Price of \$5,000,000, subject to permitted adjustments under the Purchase Agreement. The Purchaser has deposited \$500,000 into an escrow account with the Debtor (the "Good Faith Deposit") and, on the Closing Date, Purchaser shall tender the Purchase Price, less the Good Faith Deposit and permitted adjustments under the Purchase Agreement, by wire transfer of immediately available funds into an account designated by the Debtor, as further described in the Purchase Agreement.

F. Debtor:

- (1) Has full corporate power and authority to execute the Purchase Agreement and all other documents contemplated thereby, and the Sale of the Acquired Assets by Debtor has been duly and validly authorized by all necessary corporate actions of the Debtor;
- (2) Has all the corporate power and authority necessary to consummate the transactions contemplated by the Purchase Agreement;
- (3) Has taken all corporate action necessary to authorize and approve the Purchase Agreement and the consummation by Debtor of the transactions contemplated thereby; and
- (4) All consensual approvals required by Debtor to consummate such transactions have been obtained.

G. Approval of the Purchase Agreement and consummation of the Sale at this time is in the best interest of the Debtor, its creditors, its estate, and other parties in interest.

H. Debtor has demonstrated both (i) good, sufficient and sound business purpose and justification and (ii) compelling circumstances for the Sale pursuant to 11 U.S.C. § 363(b) prior to, and outside of, a plan of reorganization in that, among other things:

- (1) The Debtor diligently and in good faith marketed the Acquired Assets to secure the highest and best offer.
- (2) A sale of the Acquired Assets at this time to Purchaser pursuant to the Purchase Agreement is the best alternative to preserve the enterprise value of the Acquired Assets and maximize the Debtor's estate for the benefit of all constituencies.
- (3) The Debtor has filed a plan of reorganization and the proceeds of the Sale are an integral part of insuring feasibility of such plan by reducing the outstanding secured debt held by the Debtor's prepetition secured bank group.

I. The Purchase Agreement was negotiated, proposed and entered into by the Debtor and Purchaser without collusion, in good faith, and from arm's length bargaining positions. Neither the Debtor nor the Purchaser has engaged in any conduct that would cause or permit the Purchase Agreement to be voided pursuant to 11 U.S.C. § 363(n).

J. The Purchaser is a good faith purchaser under 11 U.S.C. § 363(m) and, as such, is entitled to all of the protections afforded thereby. Purchaser will be acting in good faith within the meaning of 11 U.S.C. § 363(m) in closing in accordance with and pursuant to the Purchase Agreement and the transactions contemplated thereby.

K. The consideration provided by the Purchaser for the Acquired Assets pursuant to the Purchase Agreement (i) is fair and reasonable, (ii) is the highest and best offer for the Acquired Assets, and (iii) constitutes reasonably equivalent value and fair consideration under

the Bankruptcy Code and under the laws of the United States, any state, territory, or the District of Columbia.

L. The Sale as provided in the Purchase Agreement should be approved and consummated promptly in order to preserve the value of the Acquired Assets.

M. The transfer of the Acquired Assets to Purchaser will be a legal, valid and effective transfer, and will vest Purchaser with all the rights, title and interests of the Debtor in and to the Acquired Assets free and clear of all liens, claims, interests and encumbrances except for the Assumed Liabilities pursuant to the Purchase Agreement, including, but not limited to, any interest that purports to give any person a right or option with respect to any forfeiture, modification, right of first refusal or termination of Debtor's or Purchaser's interests in the Acquired Assets, or any similar rights, and any liens encumbering the Acquired Assets previously granted or approved by this Court during the pendency of this case.

N. Purchaser would not have entered into the Purchase Agreement and would not consummate the transactions contemplated thereby, thus adversely affecting Debtor, its estate and its creditors, if the sale of the Acquired Assets to Purchaser and the assignment of the Assumed Contracts to Purchaser was not free and clear of all liens, claims, encumbrances or interests of any kind or nature whatsoever, or if Purchaser would, or in the future could, be held liable for any other such liens, claims, encumbrances, or interests except the Assumed Liabilities.

O. Debtor may sell the Acquired Assets free and clear of all liens, claims, interests and encumbrances of any kind or nature whatsoever, except the Assumed Liabilities, because, in each place, one or more of the standards set forth in 11 U.S.C. § 363(f)(1)-(5) has been satisfied. Those holders of liens, claims, interests or encumbrances who did not object, withdrew their objections or reached an agreement with the Debtor to the Sale or the Sale Motion are deemed to

have consented pursuant to 11 U.S.C. §363(f)(2). Those holders of liens, claims, interests or encumbrances who did object fall within one or more of the other subsections of 11 U.S.C. § 363(f) and are adequately protected by having their interest in the Acquired Assets, if any, attach to the proceeds of the Sale ultimately attributable to the property against or in which they claim an interest.

P. Heritage Bank, SSB, in its capacity as agent (the "Prepetition Agent") for the Debtor's prepetition secured lender group, has provided its consent to the Sale. In return, the Debtor has agreed to turnover, within two (2) business days of the Closing Date, the net proceeds of the Sale to the Prepetition Agent for allocation in accordance with the Prepetition Transaction Documents (as defined in the Final Order (I) Authorizing Post-Petition Secured Superpriority Financing Pursuant to Bankruptcy Code Sections 105(a), 362, 364(c)(1), 364(c)(2), 364(c)(3) and 364(d), (II) Authorizing the Debtors' Use of Cash Collateral Pursuant to Bankruptcy Code Section 363(c), (III) Granting Adequate Protection Pursuant to Sections 361, 363 and 364 of the Bankruptcy Code and (IV) Modifying the Automatic Stay). In addition, Heritage Bank, SSB, in its capacity as agent (the "DIP Agent") for the Debtor's post-petition debtor-in-possession lenders, has provided its consent to the Sale and to the transfer of the net proceeds of the Sale to the Prepetition Agent for allocation in accordance with the Prepetition Transaction Documents.

Q. Debtor has demonstrated that it is an exercise of its sound business judgment to assume and assign the Assumed Contracts to Purchaser and that the assumption and assignment of the Assumed Contracts is in the best interest of the Debtor, its estate, and its creditors. The Assumed Contracts being assigned to Purchaser are an integral part of the Acquired Assets being purchased by Purchaser and, accordingly, such assumption and assignment of the Assumed

Contracts are reasonable, enhance the value of the Debtor's estate, and do not constitute unfair discrimination.

R. Debtor has provided adequate assurance of cure of any default existing prior to the date hereof under the Assumed Contracts and provided compensation or adequate assurance of compensation to any non-Debtor party to the Assumed Contracts for all Cure Costs by making provision for the prompt payment by the Purchaser of all Cure Costs in accordance with the Purchase Agreement and this Order, and Purchaser has provided adequate assurance of future performance under the Assumed Contracts within the meaning of 11 U.S.C. § 365(b).

THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DEGREED THAT:

1. The Sale Motion is granted, as further described herein.
2. All objections to the Sale Motion or the relief requested therein that have not been withdrawn, waived, or settled, hereby are overruled on the merits.
3. The oral Motion to Shorten Notice Period made by the Debtor at the Sale Hearing is granted pursuant to Rules 2002(a)(2) and 9006(c) of the Federal Rules of Bankruptcy Procedure.
4. The Purchase Agreement, including all of the terms and conditions thereof, is hereby approved.
5. Pursuant to 11 U.S.C. § 363(b), the Debtor is (i) authorized and directed to consummate the Sale pursuant to and in accordance with the terms and conditions of the Purchase Agreement, and (ii) authorized and directed to turnover, within two (2) business days of the Closing Date, the net proceeds of the Sale to the Prepetition Agent for allocation in accordance with the Prepetition Transaction Documents.

6 Debtor is authorized and directed to execute and deliver, and is empowered to perform under, consummate and implement, the Purchase Agreement, together with all additional instruments and documents reasonable and necessary or desirable to implement the Purchase Agreement, and to take all further action as may be requested by the Purchaser for the purpose of assigning, transferring, granting, conveying and conferring to Purchaser or reducing to possession, the Acquired Assets, or as may be necessary or appropriate to the performance of the obligations as contemplated by the Purchase Agreement.

7. Pursuant to 11 U.S.C. § 105(a) and 363 (f), the Acquired Assets shall be transferred to the Purchaser, and as of the Closing Date shall be, free and clear of all liens, claims, interests and encumbrances of any kind or nature whatsoever, whenever arising, except for the Assumed Liabilities, with all such liens, claims, interests and encumbrances of any kind or nature whatsoever to attach to the net proceeds of the Sale in the order of their priority, with the same validity, force and effect they now have as against the Acquired Assets, subject to any claims and defenses the Debtor may possess with respect thereto.

8. Except as expressly permitted or otherwise specifically provided by the Purchase Agreement respecting Assumed Liabilities and to the fullest extent allowed by law, all persons and entities, including, but not limited to, all debt security holders, equity security holders, governmental, tax, and regulatory authorities, pre-petition and post-petition lenders, and trades and other creditors, holding or asserting liens, claims, encumbrances, interests, rights, remedies, causes or causes of action of any kind or nature whatsoever, and whenever arising, against or in Debtor or the Acquired Assets, whether legal or equitable, secured or unsecured, matured or unmatured, contingent or noncontingent, liquidated or unliquidated, senior or subordinated, arising under or out of, or in connection with, or in any way relating to, the Debtor, the Acquired

Assets, the operation of the Debtor's Business prior to the Closing Date, or to the transfer of the Acquired Assets to Purchaser, hereby are forever barred, estopped and permanently enjoined from asserting against Purchaser, its successors or assigns, its property, or the Acquired Assets, such persons' or entities' liens, claims, encumbrances, or interests. Assumed Liabilities, as used in this Order and the Purchase Agreement, are set forth in Section 2.2 of the Purchase Agreement and shall not include claims asserted and allowed against the Debtor or its bankruptcy estate solely by virtue of any substantive consolidation of the Debtor's estate with the bankruptcy estate of any affiliated debtor or the joint treatment of such claims in any confirmed plan of reorganization or other similar order entered in this jointly administered case.

9. The transfer of the Acquired Assets to Purchaser pursuant to the Purchase Agreement constitutes a legal, valid and effective transfer of the assets and shall vest the Purchaser with all right, title and interest of Debtor in and to the Acquired Assets free and clear of all liens, claims, interests or encumbrances of any kind or nature whatsoever, whenever arising, excepting any interest or lien relating to the Assumed Liabilities.

10. Pursuant to 11 U.S.C. § 105(a) and 365, and subject to and conditioned upon the Closing of the Sale and the terms of the Purchase Agreement, the Debtors' assumption and assignment to the Purchaser and Purchaser's assumption on the terms set forth in the Purchase Agreement of the Assumed Contracts is hereby approved, and the requirements of 11 U.S.C. § 365(b)(1) with respect thereto are hereby deemed satisfied.

11. The Debtor is hereby authorized and directed in accordance with 11 U.S.C. § 365: (a) to assume and assign to the Purchaser, effective upon the Closing Date, the Assumed Contracts free and clear of all liens, claims, interests and encumbrances of any kind or nature whatsoever, and whenever arising, and (b) execute and deliver to Purchaser such documents or

other instruments as may be necessary to assign and transfer the Assumed Contracts to the Purchaser.

12. The Assumed Contracts shall be transferred, and remain in full force and effect for the benefit of, the Purchaser in accordance with their respective terms, notwithstanding any provision in any such Assumed Contracts that prohibits, restricts, or conditions such assignment or transfer and, pursuant to 11 U.S.C. § 365(k), the Debtor shall be relieved from any further liability with respect to the Assumed Contracts as of the Closing Date.

13. All Cure Costs (without giving effect to any acceleration clauses or any default provisions of the kinds specified in § 365(b)(2) of the Bankruptcy Code) shall be paid by Purchaser within sixty (60) days of the Closing Date. Provided, however, that the Purchaser has agreed pursuant to Section 2.2(d) of the Purchase Agreement to assume the Debtor's payment obligations under the letter agreements between the Debtor and the Critical Vendors (collectively, the "Critical Vendor Agreements"), as authorized by this Court in its critical vendor order [DE#90], and notwithstanding any provision of this Order or the Purchase Agreement to the contrary, the Purchaser's payment obligations to the "Critical Vendors" (as identified on Schedule 2.2(d) of the Purchase Agreement) as set forth in Section 2.2(d) of the Purchase Agreement shall be in accordance with the terms of the Critical Vendor Agreements, which shall remain in full force and effect following the assignment of such Critical Vendor Agreements to the Purchaser. The Cure Costs shall not exceed the amounts (the "Cure Amount") reflected on Exhibit A annexed hereto.

14. Each non-Debtor party to an Assumed Contract is forever barred, estopped, and permanently enjoined from asserting against the Debtor, the Purchaser or the property of either of them, any default existing as of the date of this Order or, against Purchaser, any counterclaim,

defense, setoff, or any other claim asserted or assertable against the Debtor, excepting the right to receive the Cure Amount in accordance with the Purchase Agreement and this Order.

15. The failure of the Debtor or the Purchaser to enforce at any time one or more terms of any of the Assumed Contracts shall not be a waiver of such terms or conditions, or of the Debtor's and Purchaser's rights to enforce every term and condition of the Assumed Contracts.

16. In the event Purchaser identifies additional executory contracts to be assumed and assigned, the Debtor shall in good faith cooperate with and assist Purchaser by filing pleadings upon proper notice to secure the assumption and assignment in accordance with 11 U.S.C. § 365 and Rule 6006 of the Federal Rules of Bankruptcy Procedure.

17. The consideration provided by the Purchaser for the Acquired Assets under the Purchase Agreement, including the Cash Purchase Price and the assumption of the Assumed Liabilities, shall be deemed to constitute reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession or the District of Columbia.

18. The consideration provided by the Purchaser for the Acquired Assets under the Purchase Agreement is fair and reasonable and may not be avoided under 11 U.S.C. § 363(n).

19. On the Closing Date each person or entity asserting a lien, claim, interest or encumbrance in the Acquired Assets is authorized and directed to execute such documents and take all other actions as may be necessary to release the liens, claims, interests, and encumbrances in the Acquired Assets, if any, as such liens, claims, interests and encumbrances may have been recorded or may otherwise exist.

20. This Order (a) shall be effective as a determination that, on the Closing Date, all liens, claims, interests and encumbrances of any kind or nature whatsoever, and whenever arising, excepting any lien, claim, interest or encumbrance arising out of or securing the Assumed Liabilities, existing as to the Acquired Assets prior to the Closing Date shall have been unconditionally released, discharged and terminated as to the Acquired Assets and that the conveyances described herein and in the Purchase Agreement have been effective and, (b) shall be binding upon and shall govern the acts of all persons, governmental agencies, and entities including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental entities and departments, secretaries of state, federal, state, and local officials and all other persons or entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the Acquired Assets.

21. Each and every federal, state, and local governmental agency or department is hereby directed to accept any and all documents or instruments necessary and appropriate to consummate the transactions contemplated by the Purchase Agreement and the delivery of any instrument necessary to consummate the Purchase Agreement may not be taxed under any law imposing a recording, stamp or similar tax, 11 U.S.C. § 1146. In accordance with section 1146(c) of the Bankruptcy Code, the making or delivery of any instrument or transfer, including the filing of any deed or other document of transfer to evidence, effectuate or perfect the rights, transfers and interest contemplated by the Agreement, shall be in contemplation of a plan or plans of reorganization to be confirmed in this bankruptcy case, and, as such, shall be free and

clear of any stamp tax, transfer tax, bulk sales tax, or similar tax. Any instruments, orders and agreements transferring the Acquired Assets to the Purchaser may contain the following endorsement:

“Because this [instrument] has been authorized pursuant to an order of the United States Bankruptcy Court for the Southern District of Ohio, in contemplation of a plan of reorganization of the Debtor, it is exempt from transfer taxes, stamp taxes or similar taxes pursuant to 11 U.C.C. § 1146(c).”

22. If any person or entity that has filed financing statements, mortgages, deeds of trust, security deeds, *lis pendens*, or other documents or agreements evidencing liens, claims, encumbrances or interests in the Acquired Assets shall not have delivered to the Debtor prior to the Closing Date, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, or releases of all liens the person or entity has with respect to the Acquired Assets, then: (a) the Debtor is hereby authorized and directed to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to the Acquired Assets and (b) the Purchaser is hereby authorized to file, register, or otherwise record a certified copy of this Sale Order which, when it is filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all liens, claims, encumbrances, or interests in the Acquired Assets of any kind or nature whatsoever excepting these relating to the Assumed Liabilities.

23. All persons or entities that are presently, or on the Closing Date may be, in possession of some or all of the Acquired Assets are hereby directed to surrender possession of the Acquired Assets to the Purchaser on the Closing Date.

24. Under no circumstances shall any holder of an Excluded Liability be eligible to commence, continue or otherwise pursue or enforce any right, remedy, claim or cause of action against the Purchaser, the Purchaser's property or the Acquired Assets and each holder of an

Excluded Liability is permanently enjoined from commencing, continuing or otherwise pursuing or enforcing any rights, remedy, claim, or cause of action against the Purchaser or the Acquired Assets to the fullest extent allowed by law.

25. Subject to, and except as otherwise provided in the Bidding Procedures Order, any amounts properly payable by the Debtor to Purchaser pursuant to the Purchase Agreement shall (i) constitute administrative expenses of the Debtor's estate, and (ii) be paid by Debtor in the time and manner as provided in the Purchase Agreement, without further order of this Court.

26. This Court retains jurisdiction to enforce and implement the terms and provisions of the Purchase Agreement, all amendments thereto, any waivers and consents thereto, and any agreements executed in connection therewith in all respects, including, but not limited to, retaining jurisdiction to (a) compel delivery of the Acquired Assets to the Purchaser (b) resolve disputes arising under or related to the Purchase Agreement, (c) interpret, implement, and enforce the provisions of the Sale Order, and (d) protect the Purchaser from: (i) claims relating to any of the Excluded Liabilities or (ii) any liens, claims, interests or encumbrances in the Acquired Assets of any kind or nature whatsoever and whenever arising.

27. Nothing contained in any plan confirmed in this case or in any order of this Court confirming such plan shall conflict with or derogate from the provisions of the Purchase Agreement or the terms of this Sale Order.

28. Upon a Closing of the Sale in accordance with the Purchase Agreement, the transactions contemplated by the Purchase Agreement shall be deemed to have been undertaken by the Purchaser in good faith, as that term is used in 11 U.S.C. § 363(m), and accordingly, the reversal or modified on appeal of the authorization provided herein to consummate the Sale shall not effect the validity of the Sale to the Purchaser, unless such authorization is duly stayed

pending such appeal. Upon a Closing of the Sale in accordance with the Purchase Agreement, Purchaser shall have all of the protections afforded by 11 U.S.C. § 363(m).

29. The terms and provisions of the Purchase Agreement and the Sale Order shall be binding in all respects upon, and shall inure to the benefit of, the Debtor, its estate and its creditors, the Purchaser and its respective affiliates, successors and assigns, and any affected third parties including, but not limited to, all persons asserting liens, claims, interests or encumbrances in the Acquired Assets to be sold to the Purchaser pursuant to the Purchase Agreement and non-Debtor parties to the Assumed Contracts, notwithstanding any subsequent appointment of any trustee under any chapter of the Bankruptcy Code, as to which trustee such terms and provisions likewise shall be binding.

30. The failure specifically to include any particular provisions of the Purchase Agreement in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of this Court that the Purchase Agreement be authorized and approved in its entirety.

31. The Purchase Agreement and any related agreements, documents, or other instruments may be modified, amended, or supplemented by the parties thereto, after providing two (2) business days written notice to the Prepetition Agent and DIP Agent and the Creditors' Committee, in writing signed by both parties, and in accordance with the terms thereof, without further order of the Court, provided that any such modification, amendment or supplement does not have a material adverse affect on the Debtor's estate.

32. This Order shall be effective and enforceable immediately upon entry, and, as authorized pursuant to Rule 6004(g) and 6006(d) of the Federal Rules of Bankruptcy Procedure, this Order shall not be stayed until the expiration of ten (10) days after its entry.

33. The provisions of this Order are nonseverable and mutually dependent.

IT IS SO ORDERED.

cc:

Amcast Industrial Corporation
7887 Washington Village Drive
Dayton, OH 45459

Lawrence T. Burick, Esq.
Thompson Hine LLP
2000 Courthouse Plaza NE
P. O. Box 8801
Dayton, OH 45401-8801

United States Trustee
MaryAnne Wilsbacher, Esq.
170 N. High Street
Columbus, OH 4321

EXHIBIT A

EXECUTORY CONTRACTS ASSUMED BY LEE BRASS COMPANY AND ASSIGNED TO LBC ACQUISITIONS, LLC

| Non-Debtor Party to Executory Contract | Contract Description | Cure Amount |
|---|--|--------------------|
| Elkhart Products/Aalberts | Supply Agreement | \$2,526.84 |
| Elkhart Products Corporation | Noncompetition Agreement | \$0 |
| Utility Service Co. Inc. | Water Cooling Tower Maintenance | \$0 |
| First Equipment Co. | Leased Computers and Printers | \$232.87 |
| WWISP, Inc. | Server Domain | \$0 |
| Network Technology, Inc. | Internet Services | \$0 |
| Browning-Ferris Waste Systems | Garbage Disposal Service Agreement | \$0 |
| TRI Staffing, Inc. | Temporary Employee Service Agreement | \$474.38 |
| Dynamic Staffing Svcs | Temporary Employee Service Agreement | \$0 |
| IBM Corp. | Maintenance Support for Repair of Network Printers | \$0 |
| PerkinElmer | Maintenance Agreement on Atomic Absorption – Metals Analysis | \$0 |
| Simplex Time Recorder Co. | Service Contract for Time Clocks | \$0 |
| Epicor Software Corporation | Manufacturing Software Maintenance | \$0 |
| triOS Support Svcs. Inc. | Unix Support | \$0 |
| Fitzgerald & Long, Inc. | Part of Epicor Maintenance – Resizing Tool | \$0 |
| W. J. Bullock, Inc. | Consignment Agreement for raw material | * |
| I. Schumann & Company | Consignment Agreement for raw material | * |
| Northrop Grunman/Avondale/Ingalls | Distributorship Agreement | \$0 |
| Hughes Supply, Inc. | Confidentiality/Rebate/Multiplier Agreement | \$0 |
| McMaster Carr Supply | Distributorship Agreement | \$0 |
| Trumball Industries | Distributorship Agreement | \$0 |
| Bruce Jameson | LBC Sellers Settlement Agreement and Release | \$0 |
| American International Specialty Lines | Pollution Liability Policy | \$0 |
| NEK, Ltd.** | Supply Agreement | \$0 |

*Critical Vendor Paid or to be Paid as an Assumed Liability Pursuant to Purchase Agreement.

**Recently discovered executory contract the assumption and assignment of which is to be the subject of an additional motion upon notice to NEK, Inc. pursuant to 11 U.S.C. § 365.

TH Doc. #390345.2

###

Enterprise Systems Incorporated
 11487 Sunset Hills Road
 Reston, Virginia 20190-5234

CERTIFICATE OF SERVICE

District/off: 0648-3
 Case: 04-40504

User: sutphins
 Form ID: pdf01

Page 1 of 1
 Total Served: 7

Date Rcvd: Jun 27, 2005

The following entities were served by first class mail on Jun 29, 2005.

dbpos +Amcast Industrial Corporation, 7887 Washington Village Drive, Dayton, OH 45459-3900
 aty +Beth E Hansen, 2100 Bank One Center, 600 Superior Avenue E, Cleveland, OH 44114-2614
 aty +Jean R Robertson, 2100 Bank One Center, 600 Superior Ave E, Cleveland, OH 44114-2614
 aty +Lawrence T Burick, 2000 Courthouse Plaza NE, PO BOX 8801, Dayton, OH 45401-8801
 aty +Mary Anne Wilsbacher, U S Trustee Office, 170 North High Street, Suite 200,
 Columbus, OH 43215-2417
 aty McDonald Hopkins Co., LPA, 600 Superior Ave., East, Suite 2100, Cleveland, OH 44114-2653
 ust Asst US Trustee (Day), Office of the US Trustee, 170 North High Street, Suite 200,
 Columbus, OH 43215-2417

The following entities were served by electronic transmission.

NONE.

TOTAL: 0

***** BYPASSED RECIPIENTS *****

NONE.

TOTAL: 0

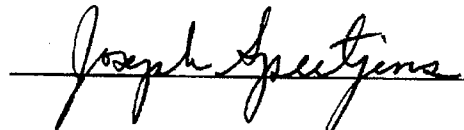
Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
 USPS regulations require that automation-compatible mail display the correct ZIP.

I, Joseph Speetjens, declare under the penalty of perjury that I have served the attached document on the above listed entities in the manner shown, and prepared the Certificate of Service and that it is true and correct to the best of my information and belief.

First Meeting of Creditor Notices only (Official Form 9): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jun 29, 2005

Signature:



ASSET PURCHASE AGREEMENT

by and between

LBC Acquisitions, LLC

(Purchaser),

and

Lee Brass Company

(Seller)

Dated as of May 9, 2005

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is dated as of May 9, 2005, by and among LBC Acquisitions, LLC, a Delaware limited liability company ("Purchaser"), and Lee Brass Company, a Delaware corporation ("Seller"). Section 9 of this Agreement defines certain capitalized terms used but not elsewhere defined in this Agreement.

RECITALS:

A. WHEREAS, Seller is an indirect subsidiary of Amcast Industrial Corporation, an Ohio corporation ("Amcast") engaged in the business of engineering, design, distribution, fabrication, manufacture, marketing, sale and servicing of brass products, including, but not limited to, cast brass fittings and valves at the Facilities (the "Business");

B. WHEREAS, Amcast and Seller each filed in the United States Bankruptcy Court for the Southern District of Ohio, Western Division at Dayton (the "Bankruptcy Court") voluntary petitions for relief under Chapter 11 of the Bankruptcy Code as of November 30, 2004 (collectively, the "Chapter 11 Cases"); and

C. WHEREAS, Amcast and Seller intend (i) to continue to manage and possess their properties as debtors in possession in the Chapter 11 Cases pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code, (ii) to file one or more motions with the Bankruptcy Court seeking approval of this Agreement by the Bankruptcy Court, subject to the Bidding Procedures and other terms herein, and (iii) if such approval is granted, to consummate the transactions contemplated by this Agreement, subject to the terms and conditions of this Agreement and in accordance with Sections 105, 363 and 365 of the Bankruptcy Code.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained and for other good and valuable consideration, the receipt and adequacy of which hereby are acknowledged, the parties hereto agree as follows:

1. AGREEMENT TO SELL AND AGREEMENT TO PURCHASE**1.1 Assets to be Conveyed**

On the terms and subject to the conditions set forth herein, on the Closing Date, Seller shall convey, sell, transfer, assign and deliver to Purchaser, and Purchaser shall purchase, acquire and accept from Seller, free and clear of all Liens and in accordance with, and with all of the protections offered by, Sections 363 and 365 of the Bankruptcy Code, all of Seller's right, title and interest in and to all assets and properties of Seller used or intended for use in the operation or conduct of the Business (other than the Excluded Assets), whether tangible or intangible, real, personal or mixed, as the same exists on the Closing Date (collectively, the "Acquired Assets"), including the following:

- (a) Inventories of finished goods, raw materials, work in process, spare parts, replacement and component parts, containers and other packaging materials, and other similar items used or intended for use in the conduct or operation of the Business (collectively, the "Inventory");
- (b) Office and maintenance supplies located at the Facilities;
- (c) Machinery, parts, toolings, dies, jigs, molds, supplies, equipment (including laboratory and testing equipment, safety equipment and office equipment), computers, tools, furniture,

and other tangible personal property, including scrap materials, used or intended for use in the conduct or operation of the Business (collectively, the "Equipment");

(d) Prepaid items in connection with the conduct or operation of the Business or the Acquired Assets as listed on Schedule 1.1(d) hereto (the "Prepaid Expenses");

(e) Accounts and notes receivable arising from the conduct or operation of the Business and any security held by Seller for the payment thereof and all business records evidencing those obligations (collectively, the "Accounts Receivable");

(f) Customer lists, data bases, books and records, correspondence and sales brochures, used or intended for use in the conduct or operation of the Business;

(g) Computer software programs and software used or intended for use in the conduct or operation of the Business (other than any Oracle information system hardware);

(h) Production records, warranties and guaranties for the Acquired Assets;

(i) Rights, choses in action and claims (including the right to receive refunds and reimbursements), known or unknown, matured or unmatured, accrued or contingent, against any Person to the extent relating to the Affected Taxes, the Business or the other Acquired Assets;

(j) Subject to Sections 1.2(e) and 5.15(b), all contracts, agreements and commitments relating to or arising in connection with the Business or the Acquired Assets (including unfilled customer and purchase orders) to which Seller is a party at the Closing Date or by which any of the Acquired Assets is then bound (other than the Excluded Contracts) which, as of the date hereof, are listed on Schedule 1.1(j) hereto (all of the foregoing to be assigned to Purchaser pursuant hereto are hereinafter referred to collectively as the "Assumed Contracts"); provided, however, that Purchaser, at its sole discretion, may elect from time to time from and after the date hereof through and including the hearing on the motion for the Sale Order, by written notice to Seller, to add or remove any such contracts from such schedule;

(k) The motor vehicles listed on Schedule 1.1(k) hereto;

(l) The improvements and construction in progress with respect to the Facilities, including those listed on Schedule 1.1(l) hereto;

(m) Except for the Excluded Names set forth in Section 1.2(i) hereof, intellectual property licenses, patents, patent applications, copyrights, copyright applications, trademarks, trademark registrations issued or applied for, trade names (including without limitation "Lee Brass"), phone numbers, 800 numbers, web page content, marketing materials and Internet domain names used or intended for use in the conduct or operation of the Business (collectively, the "Intellectual Property Assets");

(n) The real property commonly known as 1800 Golden Springs Road, Anniston, Alabama, including 144 acres of land, buildings, structures, fixtures and other improvements situated thereon (the "Real Property");

(o) Tax Returns and related books and records, but only to the extent related to franchise, sales, use, value added, real property and personal property Taxes as well as other Taxes included in the Affected Taxes;

(p) Business, proprietary and confidential information, including trade secrets, capabilities, technical information, know-how, process technology, ideas, designs, processes, procedures, algorithms, discoveries, inventions, blueprints, engineering data, patterns, bills of materials, formulas, drawings and specifications, and all improvements thereof, used or intended for use in connection with the Business (collectively, the "Proprietary Information");

(q) Other current assets of the Business arising in the Ordinary Course of Business;

(r) Licenses; and

(s) Goodwill arising in connection with the ownership, operation or conduct of the Business or the Acquired Assets.

1.2 Excluded Assets[¶]. Notwithstanding anything contained in Section 1.1 hereof to the contrary, each of the following are specifically excluded from the Acquired Assets to be transferred to Purchaser pursuant to Section 1.1 hereof (collectively, the "Excluded Assets"):

(a) Any cash, investments and other cash equivalents of Seller (other than Prepaid Expenses) in Seller's possession at the time of Closing;

(b) Seller's minute books and other organizational documents, Seller's Tax Returns (other than those set forth in Section 1.1(p)), Seller's financial records, Seller's employment records for any Person who is not a Transferred Employee, and Seller's employment records of Transferred Employees to the extent Seller is prohibited by Law from transferring such records to Purchaser;

(c) Any income tax benefits and rights to refunds with respect to the Acquired Assets or the Business with respect to the period ending on or prior to the Closing Date and any income tax benefits and rights to income tax refunds of Seller, including rights to any net operating losses;

(d) The contracts set forth on Schedule 1.2(d) hereto and any other contracts to which Seller is a party that are not Assumed Contracts, including pursuant to Section 5.15(b) (the "Excluded Contracts"); provided, however, that Purchaser, at its sole discretion, may elect from time to time from and after the date hereof through and including the hearing on the motion for the Sale Order (or such later date as approved by the Bankruptcy Court), by written notice to Seller and to each other party to the affected contracts, to add or remove any contracts from Schedule 1.2(d) hereto;

(e) The contracts and agreements between Seller and any of its Affiliates (including Amcast), including the Tax-sharing agreements and other agreements, set forth on Schedule 1.2(e) hereto;

(f) With the exception of an Environmental Liability Insurance Policy (as described in Section 5.17 hereof), all insurance contracts and policies, insurance refunds, Prepaid Expenses in respect of insurance premiums or deposits, and recoveries and rights under any insurance contracts or policies of Seller;

(g) Any assets, contracts, funds, trust or other rights of Seller relating to pension, profit sharing, welfare or other benefit plans;

(h) The trademarks, trade names and business names listed on Schedule 1.2(h) hereto (collectively, the "Excluded Names"), and any and all variations thereof, the related goodwill, trademark applications and registrations, and Internet domain names which consist of or incorporate the Excluded Names and any and all variations thereof;

- (i) Any and all assets of Amcast or its affiliates other than Seller;
 - (j) The assets listed on Schedule 1.2(i) hereto;
 - (k) All of the rights and claims of Seller for preference claims and avoidance actions available to Seller under the Bankruptcy Code, of whatever kind or nature, as set forth in Sections 544 through 551 and any other applicable provisions of the Bankruptcy Code, and any related claims and actions arising under such sections by operation of Law or otherwise, including any and all proceeds of the foregoing; and
- (l) Subject to Section 5.17, all confidentiality agreements between Seller and one or more prospective purchasers of the Business and related correspondence and files.

1.3 Closing. The closing of the transactions herein contemplated (the "Closing") shall, unless another time or place is agreed to by the parties, take place on or before five (5) Business Days after the satisfaction or waiver of all conditions set forth in Section 6 hereof at the offices of Thompson Hine LLP in Cincinnati, Ohio, at 10 A.M., local time. The actual date of Closing is referred to in this Agreement as the "Closing Date."

2. CONSIDERATION TO BE PAID BY PURCHASER

2.1 Purchase Price for Acquired Assets; Payment Thereof. The purchase price for the Acquired Assets shall be Five Million Dollars (\$5,000,000) (the "Initial Cash Purchase Price"), subject to adjustment pursuant to Section 2.4 below. Subject to Section 2.2, at the Closing, Purchaser shall pay the Closing Cash Purchase Price, less the Good Faith Deposit, to Seller in cash, by wire transfer or other immediately available funds ("Immediately Available Funds") into an account or accounts designated by Seller in writing on the Closing Date. At the Closing, the Good Faith Deposit shall be released to Seller.

2.2 Liabilities Assumed by Purchaser. As further consideration for the purchase of the Acquired Assets and consummation of the other transactions contemplated hereby, on the Closing Date, Purchaser shall assume and agree to pay, perform and discharge in full, when due, the following liabilities of Seller with respect to the Business as the same may exist on the Closing Date (the "Assumed Liabilities"):

- (a) All obligations and liabilities under, or arising pursuant to, the Assumed Contracts and Licenses accruing on or after the filing of the Chapter 11 Cases;
- (b) All Cure Costs;
- (c) All accounts payable owing to vendors and suppliers (including utilities) in respect of the Business and the Acquired Assets arising in the Ordinary Course of Business after the filing of the Chapter 11 Cases;
- (d) The accounts payable to critical vendors, arising prior to the filing of the Chapter 11 Cases, that are identified on Schedule 2.2(d) hereto ("Critical Vendor Payments") but only to the extent reflected as accrued but unpaid on the Final Closing Statement; provided, however, that, pursuant to Section 2.4(a)(iv), Seller shall be responsible to Purchaser for \$100,000 of such Critical Vendor Payments (the "Seller Critical Vendor Payments");

(e) All warranty and repair claims, arising in the Ordinary Course of Business and accruing after the filing of the Chapter 11 Cases, with respect to any goods manufactured or sold by the Business ("Post-Petition Warranty Liabilities");

(f) All employee related compensation or similar payments (other than any pension related compensation and claims arising from alleged violations of applicable labor and employment laws occurring prior to the Closing Date), as well as withholding and payroll Taxes, with respect to Business Employees arising after the filing of the Chapter 11 Cases that are reflected as accrued but unpaid on the Final Closing Statement ("Employee Payroll Liabilities");

(g) To the extent reflected as accrued but unpaid on the Final Closing Statement, accrued vacation and sick pay, and payments arising, or with respect to events occurring, on or after the filing of the Chapter 11 Cases pursuant to the Plans, with respect to any Business Employees ("Employee Benefit Liabilities");

(h) All franchise, sales, real and personal property taxes relating to the Business or the Acquired Assets arising in the Ordinary Course of Business and accruing on or after the filing of the Chapter 11 Cases, but only to the extent reserved for or reflected as accrued but unpaid on the Final Closing Statement, which amount shall be the pro rated amount due for the portion of 2005 prior to the Closing for tax year 2005 ("Affected Taxes");

(i) Any obligation to each senior manager set forth on Schedule 2.2(i) hereto under the executive retention program of Seller set forth on Schedule 2.2(i) hereto (collectively, the "Retention Payments");

(j) Purchaser's portion of the Sales Taxes pursuant to Section 2.5; and

(k) All Environmental Liabilities related to the Business, Real Property or the Facilities, other than Excluded Environmental Liabilities, including, without limitation, any obligations under the Consent Decree (the "Consent Decree") with the Alabama Department of Environmental Management, filed September 26, 2001 in the U.S. District Court for the Northern District of Alabama ("ADEM Compliance Liabilities"); provided that Seller covenants and agrees that it shall, not later than the Closing Date, complete the preparation and delivery of the report it has agreed to file with the Alabama Department of Environmental Management by May 31, 2005, or any extension thereof, pursuant to the Consent Decree, and shall retain responsibility and liability for the performance of such obligations.

2.3 Liabilities Not Assumed by Purchaser. Notwithstanding anything to the contrary herein and except for the Assumed Liabilities, Purchaser shall not assume or be liable or responsible for, whether as a successor or otherwise, any obligation or liability (including contingent or inchoate liabilities) of Seller of any kind or nature whatsoever, including the following (each, an "Excluded Liability"):

(a) Any obligations or liabilities of Seller for, or under any contract or agreement related to, Indebtedness;

(b) Any obligations or liabilities of Seller (or any Affiliate thereof) for or related to Taxes, including Seller's portion of Sales Taxes, or with respect to the Business and the Acquired Assets, for or related to Taxes for any period (or portion thereof) ending on or before the Closing Date except for Affected Taxes as described in Section 2.2(h), and, except as provided in Section 2.5, any Taxes payable in connection with the transactions contemplated by this Agreement;

(c) Any obligations or liabilities related to any Excluded Assets (including the Excluded Contracts);

(d) Any obligations or liabilities resulting from or relating to any Action to which Seller or its Affiliates are a party or to which the Business or the Acquired Assets are subject;

(e) Any obligations or liabilities for damages to Persons or property arising out of defects or alleged defects in the products produced by the Business, or arising under warranties issued by Seller with respect to products manufactured and/or sold by or on behalf of the Business, prior to the Closing Date, including those matters referenced on Schedule 4.12 hereto;

(f) Any obligations or liabilities related to any employment, employee benefit, including, pension or welfare compensation plan, program, policy, arrangement or agreement, whether or not pursuant to or arising under a Plan not expressly assumed under this Agreement by Purchaser;

(g) Any obligations or liabilities with respect to employees, former employees (whether or not such employees are Transferred Employees), consultants and former consultants, any other employee and employment-related liabilities with respect to the Business or any other obligation or liability related to the employment or cessation of employment of any Person, for any period prior to the Closing Date;

(h) Environmental Liabilities arising out of off-site disposal by Seller prior to the Closing Date of Hazardous Materials from the Facilities or the Real Property (the "Excluded Environmental Liabilities"), including the matter referenced in item number 1 on Schedule 4.13 hereto;

(i) Any obligations or liabilities arising out of workers' compensation claims asserted against Seller prior to the Closing Date; and

(j) Any obligation or liabilities for any administrative expense otherwise allowable under 11 U.S.C. §§364, 365, 502, 503 and/or 507.

(k) Any accounts payable, accrued expenses and/or liabilities of any kind arising, accruing or becoming due prior to the Closing Date, except to the extent expressly assumed by Purchaser pursuant to Section 2.2.

2.4 Purchase Price Adjustment.

(a) At the Closing, the Initial Cash Purchase Price shall be decreased by the sum of (i) the Employee Payroll Liabilities and Employee Benefits Liabilities to the extent such liabilities accrue prior to the Closing Date, (ii) the dollar amount of any Affected Taxes as set forth on the Pre-Closing Balance Sheet, (iii) the dollar amount of all Retention Payments, (iv) the Seller Critical Vendor Payments and (v) the Seller Environmental Insurance Policy Premium (as so decreased, the "Closing Cash Purchase Price").

(b) (i) After the Closing, the Closing Cash Purchase Price shall be adjusted by an amount (which may be a positive or negative number) equal to the sum of (A) the difference between (1) the Net Working Capital (as defined below) of the Business at the Closing as set forth on the Closing Statement and (2) \$3,639,000 (the "Target Working Capital") and (B) the difference between (1) the amount of Affected Taxes as set forth on the Closing Statement and (2) the amount of Affected Taxes as set forth on the Pre-Closing Balance Sheet.

(ii) In no event shall the Closing Cash Purchase Price be adjusted pursuant to Section 2.4(b)(i) to the extent that the sum of (A) the difference between (1) the Net Working Capital of the Business at the Closing and (2) the Target Working Capital and (B) the difference between (1) the amount of Affected Taxes as set forth on the Closing Statement and (2) the amount of Affected Taxes as set forth on the Pre-Closing Balance Sheet, is less than Fifty Thousand and 00/100 Dollars (\$50,000.00) (the "DeMinimis Amount"), at which time and thereafter the Closing Cash Purchase Price shall be adjusted, as hereinafter provided, to the extent that such adjustment amount exceeds the DeMinimis Amount. (By way of example, if the sum of the difference between the Net Working Capital of the Business at the Closing and the Target Working Capital is \$150,000 and the Affected Taxes remain the same, then the adjustment amount is \$100,000.)

(c) (i) No later than thirty (30) days after the Closing Date, Purchaser shall prepare and deliver to Seller an unaudited consolidated statement of Net Working Capital of the Business as of the Closing Date (prepared in accordance with the principles and methods set forth in Section 2.4(e)) and of the amount of the Affected Taxes as of the Closing Date (the "Closing Statement"). Seller shall provide Purchaser and Purchaser's accountants reasonable access to all books, records and other documents and information requested by Purchaser to prepare the Closing Statement.

(ii) Seller shall have thirty (30) days from the date on which the Closing Statement is delivered to Seller to review the Closing Statement (the "Review Period"). During the Review Period, Purchaser shall provide Seller reasonable access to the information used by Purchaser to prepare the Closing Statement for purposes of Seller's review.

(iii) Unless Seller's Representative notifies Purchaser in writing that Seller disagrees with the Closing Statement within the Review Period, the Closing Statement shall be conclusive and binding upon Purchaser and Seller. If Seller's Representative notifies Purchaser in writing of Seller's disagreement with the Closing Statement within the Review Period, which notification shall include, in reasonable detail, each disputed item or amount and the basis for Seller's disagreement therewith (collectively, the "Differences"), together with the non-binding estimated amount of such Disagreement ("Disagreement Notice"), then Purchaser and Seller shall attempt to resolve the Differences with respect thereto within thirty (30) days after Purchaser's receipt of the Disagreement Notice. Seller's Disagreement Notice, if any, shall be prepared as of the Closing Date in accordance with the principles and methods set forth in Section 2.4(e).

(iv) Any Differences not resolved by the parties within such thirty (30) day period regarding the Closing Statement will be resolved by an accounting firm mutually acceptable to Seller and Purchaser (the "Accountants"). The Accountants shall address only the Differences not previously resolved by the parties, shall address such items as of the Closing Date in accordance with the principles and methods set forth in Section 2.4(e), and may not assign a value greater than the greatest value for such item claimed by either party or smaller than the smallest value for such item claimed by either party. If any such Differences are submitted to the Accountants for resolution: (A) each party shall furnish to the Accountants such workpapers and other documents and information relating to such Differences and the Closing Statement as the Accountants may request (including a copy of this Agreement) and which are available to that party (or its independent public accountants); (B) each party may furnish to the Accountants any additional information regarding the disputed items, provided that such information is simultaneously provided to the other party hereto; (C) the determination by the Accountants, which shall be set forth in a written notice delivered to Seller and Purchaser as soon as practical by the Accountants, shall be final, binding and conclusive on the parties for all purposes; and (D) the fees and expenses of the Accountants in acting under this Section 2.4(c) shall be borne by the party that the Accountants determine to be the least correct (in aggregate net dollar terms) in its determination of Net Working Capital of the Business as of the Closing Date and the Affected Taxes as of

the Closing Date. The Closing Statement as finally determined pursuant to this Section 2.4, and in substantially the form attached hereto as Schedule 2.4(c)(iv), is referred to in this Agreement as the "Final Closing Statement."

(d) No later than five (5) Business Days after the Final Closing Statement becomes conclusive and binding upon the Purchaser and Seller pursuant to Section 2.4(c) (the "Adjustment Payment Date"), the Closing Cash Purchase Price shall be recalculated in accordance with Section 2.4(b) using the Final Closing Statement and the Purchaser shall pay to Seller's Representative on behalf of Seller the amount of any increase in the Closing Cash Purchase Price beyond that received by Seller at the Closing, or Seller shall return to the Purchaser the excess amount of the Closing Cash Purchase Price received by Seller at the Closing. Payments must be made in Immediately Available Funds as requested by the party or parties receiving the funds. The Closing Cash Purchase Price, as adjusted in accordance with this Section 2.4, shall be referred to herein as the "Final Cash Purchase Price."

(e) For purposes hereof, the term "Net Working Capital" means the excess of current assets over certain current liabilities, calculated as set forth on Schedule 2.4(e) in a manner consistent with past accounting practices of Seller. Notwithstanding the foregoing, for purposes of this Agreement, Net Working Capital shall not include Affected Taxes, workers' compensation, medical claims and other Excluded Assets or Excluded Liabilities including (i) costs and expenses associated with the transactions contemplated by this Agreement, (ii) Indebtedness, and (iii) any accounts payable, accrued expenses and/or liabilities of any kind arising, accruing or becoming due prior to the Closing Date, except to the extent expressly assumed by Purchaser pursuant to Section 2.2.

2.5 Sales Taxes. If any sales, use, excise, transfer, documentary, stamp, gains, value added and similar Taxes are imposed by any Government Unit in any jurisdiction in connection with the purchase and sale of the Acquired Assets (collectively, the "Sales Taxes"), Purchaser shall be responsible and shall pay for the Sales Taxes.

2.6 Price Allocation. Promptly following the determination of the Final Cash Purchase Price pursuant to Section 2.4, the Final Cash Purchase Price and the Assumed Liabilities shall be allocated among the Acquired Assets in a manner to be determined by Purchaser in good faith consultation with Seller's Representative and otherwise in accordance with applicable Law, including Section 1060 of the Code. Seller's Representative and Purchaser agree to use the allocations determined pursuant to this Section 2.6 for all Tax purposes, including those matters subject to Section 1060 of the Code and the regulations thereunder, unless otherwise required by a change in applicable Law.

2.7 Good Faith Deposit.

(a) Promptly following the entry of the Bidding Procedures Order, the Purchaser shall deposit with Seller, Five Hundred Thousand Dollars (\$500,000) (the "Good Faith Deposit") in Immediately Available Funds, to satisfy the requirement for a good faith deposit of Purchaser and shall be held by Seller in a separate interest-bearing account pending the Closing.

(b) In the event that this Agreement is terminated by Seller pursuant to Section 7.1(a), or in connection with any Claim by Seller as a result of a breach or default by Purchaser of this Agreement that is finally determined by a court of competent jurisdiction (and that is not subject to further appeal or review) then the Good Faith Deposit (excluding any interest accrued thereon) or the applicable portion thereof awarded to Seller as damages in connection with such Claim will be retained by Seller. Interest accrued prior to the date of release and any portion not awarded to Seller shall be retained by the Purchaser. Subject to Section 2.7(c), in the event that this Agreement is terminated or abandoned under any circumstance other than the circumstances set forth in the first sentence of this

Section 2.7(b), the Good Faith Deposit will be immediately refunded to the Purchaser, and Seller shall have no rights or interest therein.

(c) The parties hereby agree that the sole and exclusive remedy of the Seller for any breach of the representations, warranties, covenants and other agreements of the Purchaser in this Agreement shall be payment the Good Faith Deposit to Seller and that the Good Faith Deposit will serve as liquidated damages in respect of such breach by Purchaser of its representations, warranties, covenants or other agreements hereunder and are based in part upon the following damages which the Seller will suffer on account of such breach (which damages the Purchaser and the Seller acknowledge and agree are incapable of exact determination of amount): the possibility of being unable to find a new purchaser for the Business in the amount of the purchase price following the Purchaser's breach; the inconvenience and expense of re-marketing the Business for sale; and the expense of negotiating and documenting a new transaction. It is therefore understood and agreed that such liquidated damages amount represents the parties' reasonable estimate of actual damages and does not constitute a penalty.

3. **REPRESENTATIONS AND WARRANTIES OF PURCHASER**. Purchaser represents and warrants to Seller that:

3.1 **Organization, Good Standing, Authority and Enforceability**. Purchaser is a limited liability company duly organized, validly existing and in good standing under the Laws of the State of Delaware. Purchaser has all requisite corporate power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. This Agreement and each other agreement and instrument to be delivered by Purchaser in connection herewith have been (or upon execution shall have been) duly executed and delivered by Purchaser, have been (or upon execution shall have been) duly authorized by all necessary corporate action and constitute (or upon execution shall constitute) (assuming the due authorization, valid execution and delivery hereof and thereof by Seller) the legal, valid and binding obligations of Purchaser, enforceable against Purchaser in accordance with their respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other Laws relating to or affecting the rights and remedies of creditors generally and to general principles of equity (regardless of whether considered in a proceeding in equity or at law).

3.2 **Agreement Not in Breach of Other Instruments**. Neither the execution and delivery of this Agreement by Purchaser nor the consummation of the transactions contemplated herein shall result in a violation or breach of, or constitute a default under (i) any material agreement, indenture or other instrument to which Purchaser is a party or by which it is bound, (ii) the organizational and charter documents of Purchaser, (iii) any judgment, decree, order or award of any Forum or Government Unit by which Purchaser is bound, or (iv) any material Law applicable to Purchaser. Purchaser has entered into this Agreement at arms length and in good faith. The Initial Cash Purchase Price has not been controlled by any agreement among potential bidders for the Acquired Assets, and Purchaser's offer as set forth in this Agreement has not been collusive with any other bidder for the Acquired Assets, whether or not a "Qualified Bidder" (as defined in the Bidding Procedures).

3.3 **Consents**. The execution and delivery of this Agreement by Purchaser and the consummation of the transactions contemplated by this Agreement by Purchaser (i) do not require the consent, approval or action of, or any filing with or notice to, any Person or Government Unit, except as specified in Schedule 3.3 (the "Purchaser Required Consents"), and (ii) except to the extent previously obtained and in full force and effect, do not require the consent or approval of Purchaser's shareholders or board of directors.

3.4 **Financing**. Purchaser has provided Seller with a bank letter indicating, subject to Purchaser's completion of due diligence, that Purchaser has the financial backing to consummate the

transaction. As of the date hereof, to the knowledge of Purchaser, the Purchaser continues to have the ability to close.

3.5 No Brokerage Fees. Neither Purchaser nor anyone acting on Purchaser's behalf has incurred any liability or obligation to pay fees or commissions to any broker, finder or agent with respect to the transactions contemplated by this Agreement for which Seller or any of its Affiliates shall be liable.

3.6 Due Diligence Matters. Purchaser has carefully evaluated the risks associated with the Acquired Assets and the operation of the Business following the Closing. Purchaser has been given the opportunity to ask questions and receive answers from Seller concerning the financial condition of the Business and such other information pertaining to the purchase of the Acquired Assets as Purchaser desires, and has been given the opportunity to obtain additional information necessary to verify the accuracy thereof. The foregoing shall not serve to diminish any representation or warranty given by Seller hereunder, or to limit Purchaser's ability to continue conducting its due diligence through the Due Diligence Deadline set forth in Section 6(j).

4. REPRESENTATIONS AND WARRANTIES OF SELLER. Except with respect to the Excluded Assets, Seller represents and warrants to Purchaser that:

4.1 Organization; Good Standing and Authority; Subsidiaries and Other Equity Interests

(a) Seller is a corporation duly organized, validly existing and in good standing under the Laws of the jurisdiction of its incorporation. Seller has full corporate authority and power to carry on its business as it is now conducted, and to own, lease or operate the Acquired Assets owned, leased or operated by Seller.

(b) Seller is duly qualified, licensed and authorized to do business as a foreign corporation and is in good standing as a foreign corporation in each jurisdiction listed on Schedule 4.1 hereto and is not required to be so licensed, qualified or authorized to conduct its business or own its property in any other jurisdiction, other than jurisdictions in which the failure to be so licensed, qualified or authorized, individually or in the aggregate, has not had and would not reasonably be expected to have a Material Adverse Effect.

(c) Except as set forth on Schedule 4.1(c) hereto, Seller owns no capital stock of, or partnership, limited liability company or other equity interest, or any right or interest exercisable or exchangeable for, or convertible into any such capital stock or interest, in any Person, which is related to the conduct or operation of the Business or the Acquired Assets.

4.2 Authorization; Enforceability; No Breach of Other Instruments; Exclusive Dealing. Subject to Bankruptcy Court approval of the transactions contemplated herein:

(a) Seller has all requisite power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. This Agreement and each other agreement and instrument to be delivered by Seller in connection herewith have been (or upon execution shall have been) duly executed and delivered by Seller, have been (or upon execution shall have been) duly authorized by all necessary corporate action and constitute (or upon execution shall constitute) (assuming the due authorization, valid execution and delivery hereof and thereof by Purchaser) the legal, valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other Laws relating to or affecting the

rights and remedies of creditors generally and to general principles of equity (regardless of whether considered in a proceeding in equity or at law).

(b) Except as set forth in Schedule 4.2 hereto, subject to obtaining Seller Required Consents, neither the execution and delivery of this Agreement by Seller nor the consummation of the transactions contemplated herein will (i) result in a violation or breach of, or constitute a default under the Articles of Incorporation or By-Laws of Seller, (ii) result in a violation or breach of, or constitute a default under any term or provision of any Material Contract or other material contract, indenture, note, mortgage, bond, security agreement, loan agreement, guaranty, pledge, or other agreement, instrument or document to which Seller is a party or by which Seller is bound, with respect to the Business, (iii) result in, or require, the creation or imposition of any Lien on the Acquired Assets, (iv) result in a violation or breach of, or constitute a default under any material judgment, decree, order or award of any Forum or Government Unit by which Seller or the Acquired Assets is bound, and Seller has not received written notice that such violation is being alleged, or (v) result in a violation or breach of any material Law applicable to Seller or the Acquired Assets.

(c) Other than customary confidentiality agreements substantially similar to the Confidentiality Agreement, Seller is not a party to or bound by any contract, commitment, lease or other agreement, whether written or oral, relating to any Alternative Transaction.

4.3 Title to Assets ¶. Except as set forth on Schedule 4.3(a) hereto, subject to obtaining Seller Required Consents, Seller has, or will have at the Closing, good and valid title to the Acquired Assets and the power and right to deliver to Purchaser all of the Acquired Assets at the Closing, free and clear of all Liens.

4.4 Financial Statements ¶. Seller has delivered to Purchaser copies of the Pre-closing Balance Sheet. Except for footnotes, normal year-end adjustments and as set forth in Schedule 4.4 hereto, the Pre-closing Balance Sheet has been prepared in conformity with GAAP, consistently applied and presents fairly, in all material respects, the financial condition of Seller as at the date thereof.

4.5 Real Property ¶.

(a) The Real Property is all real property owned by Seller and used or intended for use in connection with the Business. The legal description set forth in Schedule 4.5 hereto is a true and correct legal description of the Real Property as filed in the relevant public records.

(b) Except as set forth in Schedule 4.5 hereto:

(i) Seller is, or at the Closing will be, the owner of good and insurable fee title to the Real Property, free and clear of all Liens;

(ii) Seller does not own or hold, and is not obligated under or a party to, any option, right of first refusal or other contractual right to purchase, acquire, sell or dispose of any of the Real Property or any portion thereof or interest therein; and

(iii) Seller is in compliance with the Consent Decree and any other administrative order issued by a Governmental Unit.

4.6 Intellectual Property Assets ¶. Schedule 4.6 hereto sets forth a true, correct and complete list of all of the Intellectual Property Assets owned or licensed by Seller. Except as set forth on Schedule 4.6 hereto:

(a) (i) Seller owns or has, or at the Closing will own or have, the right to use each Intellectual Property Asset owned or used by Seller pursuant to a valid license, sublicense or other agreement, free and clear of all Liens, and (ii) to Seller's Knowledge, Seller has the unrestricted right (subject to any such license or sublicense terms, if applicable) to sell, license or sublicense all Intellectual Property Assets;

(b) To Seller's Knowledge, none of Seller's Intellectual Property Assets or Proprietary Information or any products or services of the Business infringe upon, misappropriate or otherwise violate in any respect the legally enforceable rights of any other Person; and

(c) To Seller's Knowledge, no Person is infringing upon or otherwise violating any rights with respect to the Intellectual Property Assets or the Proprietary Information of Seller.

4.7 Employment Matters ¶

(a) Schedule 4.7 hereto lists all Business Employees whose current annual salary or annual compensation exceeds \$50,000.

(b) Except as set forth on Schedule 4.7 hereto, (i) there are no pending or, to Seller's Knowledge, threatened Actions by any Business Employee or former Business Employee against Seller with respect to the Business other than for compensation and benefits due in the ordinary course of employment or workers' compensation claims arising in the Ordinary Course of Business, (ii) there are no pending or, to Seller's Knowledge, threatened Actions against Seller with respect to the Business arising out of any applicable Law relating to employment practices or occupational or safety and health standards, (iii) there are no pending or, to Seller's Knowledge, threatened labor disputes, strikes or work stoppages against Seller affecting the Business, and (iv) to Seller's Knowledge, there are no union organizing activities in process involving any of the Business Employees.

(c) Schedule 4.7 hereto lists all collective bargaining agreements to which Seller is a party and that relate to the Business.

(d) Schedule 4.7 hereto identifies all Business Employees and former Business Employees and their dependents receiving health benefits, or eligible to receive health benefits, pursuant to COBRA. Notice of the availability of healthcare continuation coverage for Business Employees, former Business Employees and their respective dependents and qualified beneficiaries has been, or prior to Closing will be, timely provided to all persons entitled thereto, and all persons electing such coverage are being (or have been, if applicable) provided such coverage, all in material compliance with the requirements of COBRA.

(e) Except for the Retention Payments and except as set forth on Schedule 4.7 hereto and as provided for in Section 5.7(e), with respect to any Business Employee, neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will (either alone or in combination with another event) (i) result in any payment becoming due, or increase the amount of any compensation due to any Business Employee; (ii) increase any benefits otherwise payable under any Plan; (iii) result in the acceleration of the time of payment or vesting of any such compensation or benefits; or (iv) result in the payment of any amount or the provision of any benefit that could, individually or in combination with any other such payment or benefit, constitute an "excess parachute payment," as defined in Section 280G(b)(1) of the Code. Except in connection with the transactions contemplated hereby, Seller has not incurred, and will not prior to the Closing incur, any liability or obligation under WARN or the regulations promulgated thereunder, or any similar state or local law, with respect to the Business which remains unsatisfied.

4.8 Employee Benefit Plans ¶. Schedule 4.8 hereto lists all employee benefit plans, programs, agreements, policies, commitments and arrangements, including any employment agreement (including any employment offer letters of current employees extended by Seller during the last twelve months) or change in control agreement, deferred compensation arrangements, executive compensation, bonus, incentive, pension, profit sharing, savings, retirement, post-retirement, stock option, equity, stock purchase, severance, separation, retention, vacation, fringe benefit, life, health, disability or accident insurance plan, maintained by or on behalf of Seller or any ERISA Affiliate that provide benefits or compensation to, or for the benefit of, any Business Employee or former Business Employee of Seller (collectively, the "Plans"), copies of which have been made available to Purchaser.

4.9 Contracts ¶.

(a) Schedule 4.9 hereto lists each oral or written contract, agreement, lease, indenture, note, bond, loan, instrument, conditional sale contract, mortgage, license, franchise, or funding arrangement of the Business (i) which involves the receipt or payment of consideration for purchase orders relating to sales of products by the Business prior to the Closing Date, (ii) which involves the receipt or payment of consideration for all other contracts related to the Business or the Acquired Assets, (iii) that materially restricts Seller's ability to conduct the Business in any geographic area, (iv) relating to any joint venture, partnership, strategic alliance or similar arrangement of the Business, (v) that is an employment or consulting agreement between Seller and any Business Employee or consultants to the Business, (vi) pursuant to which Seller has granted any exclusive marketing or other right to any third party with respect to the Business, (vii) which relates to the provision to the Business of raw materials or sources of energy, including electricity or natural gas, or (viii) which relate to Intellectual Property Assets other than commercially available off-the-shelf software licenses. All of the foregoing, only if they are Assumed Contracts, are hereinafter collectively referred to as the "Material Contracts."

(b) All Material Contracts listed in said Schedule 4.9 hereto are valid and binding obligations of Seller and, to Seller's Knowledge, of the other parties thereto in accordance with their respective terms and conditions.

(c) Except as set forth in Schedule 4.9 hereto, there has been no uncured breach or default of any provision of any such Material Contract by Seller or, to Seller's Knowledge, by any other party thereto which, individually or in the aggregate, has or would reasonably be expected to result in a Material Adverse Effect, and to Seller's Knowledge nothing has occurred which with lapse of time or the giving of notice or both would constitute a breach or default by Seller or by any other party thereto with respect to any Material Contract which, individually or in the aggregate, would reasonably be expected to result in a Material Adverse Effect or which would give rise to a right to cause termination or acceleration of any obligation of any party thereto or the creation of any Lien upon the Acquired Assets. Purchaser has been furnished with true and complete copies of all Material Contracts that are in writing and an accurate general description of all oral Material Contracts.

4.10 Consents ¶. Schedule 4.10 hereto sets forth a list of all consents and approvals of, and any filings with or notices to, any Person or Government Unit (other than any such consents, approvals, filings or notices that are waived, eliminated or made unenforceable by the Bankruptcy Court or by operation of Law as a result of the Chapter 11 Cases) required to be obtained or made by Seller upon Seller's execution and delivery of this Agreement or Seller's consummation of the transactions contemplated by this Agreement (collectively the "Seller Required Consents"), except for the approval of Seller's board of directors and of the Bankruptcy Court. The consent and approval of the board of directors of Amcast of the transactions contemplated by this Agreement have been obtained and are in full force and effect.

4.11 Liabilities¶. Seller has no liability or obligation (whether absolute, accrued, contingent or otherwise) with respect to the Business or the Acquired Assets that is of a nature required by GAAP, consistently applied, to be recorded on financial statements, except (i) to the extent reflected on, accrued for or reserved against in the Pre-Closing Balance Sheet or the Final Closing Statement, (ii) current liabilities incurred in the Ordinary Course of Business since the date of the Pre-Closing Balance Sheet, (iii) relating to transactions contemplated by this Agreement, (iv) those that, individually or in the aggregate, have not had and would not reasonably be expected to have a Material Adverse Effect, and (v) as set forth in Schedule 4.11 hereto.

4.12 Products Liability¶. Except as set forth on Schedule 4.12 hereto, during the prior three (3) years there has not been any, and currently there is no pending or, to Seller's Knowledge, threatened Action against Seller with respect to, any Products Liability arising at any time with respect to any product manufactured or distributed by Seller with respect to the Business on or before the Closing Date. For the purposes of this Agreement, "Products Liability" means any liability to which Seller has or is reasonably expected to become subject insofar as such liability is based upon any express or implied representation or warranty made by Seller to a customer of the Business prior to the Closing Date or relates to a claim that any product manufactured or distributed by Seller in the Business prior to the Closing Date was or is defective, but excluding any liability that, individually or in the aggregate, has not had and would not reasonably be expected to result in a Material Adverse Effect.

4.13 Litigation; Orders¶. Except as set forth on Schedule 4.13 hereto, there is no material Action, order or other material binding determination of any Forum pending, or, to Seller's Knowledge, threatened, against or affecting Seller with respect to (a) the Business or any of the Acquired Assets or (b) the transactions contemplated by this Agreement.

4.14 Taxes¶.

(a) Except as set forth on Schedule 4.14 hereto, all Taxes (other than income Taxes) with respect to the Business or the Acquired Assets (the "Business-Related Taxes") that (i) are due and payable by Seller for all periods through the date of this Agreement have been timely and fully paid or are properly reserved for on the Financial Statements and being contested in good faith, (ii) are due and payable by Seller for all periods through the Closing Date shall be timely and fully paid prior to the Closing or properly reserved for and contested in good faith, or (iii) are payable by Seller for all periods through the Closing Date but not due until after the Closing Date and constitute Affected Taxes shall be properly accrued for in accordance with GAAP, consistently applied, on the Final Closing Statement. To Seller's knowledge, Seller has properly prepared, and timely and accurately filed Tax Returns required to be filed with respect to any Business-Related Taxes, and there is no pending or, to Seller's Knowledge, threatened, audit or other proceeding with respect to, any of those Tax Returns by any Government Unit. Except as set forth on Schedule 4.14 hereto, there is not now in force any extension of time with respect to the date on which any Tax Return relating to any Business-Related Taxes was or is due to be filed by Seller, or any waiver or agreement by Seller for the extension of time for the assessment of any such Business-Related Taxes, and no request for any such extension or waiver is pending.

(b) No audit or other proceeding by any Government Unit is pending or, to Seller's Knowledge, threatened with respect to any Business-Related Taxes, and no claim in writing has been made by any Government Unit in a jurisdiction where Seller does not file Tax Returns for any Business-Related Tax that Seller is or may be subject to taxation by that jurisdiction for such specified Business-Related Tax.

(c) There are no Liens for Taxes upon the assets or properties of Seller, except for statutory Liens for current Taxes not yet due and payable and statutory Liens for Taxes arising from extensions made in accordance with Law.

(d) None of the Acquired Assets constitutes "tax exempt use property" within the meaning of Section 168(h)(1) of the Code, or constitutes property required to be treated as being owned by another person pursuant to the provisions of Section 168(f)(8) of the Internal Revenue Code of 1954, as amended and in effect immediately prior to the enactment of the Tax Reform Act of 1986.

4.15 Licenses. Schedule 4.15 hereto lists all of the Licenses that are material to the operation or ownership of the Acquired Assets or the conduct of the Business as of the date hereof. Except as set forth on Schedule 4.15 hereto, all such Licenses are held by Seller, are valid and in full force and effect and there exists no material default by Seller thereunder. All fees and other payment obligations under such Licenses have been timely paid in full and are current.

4.16 Compliance with Laws. Except as set forth on Schedule 4.16 hereto, Seller is in substantial compliance with all Laws with respect to the ownership, operation and conduct of the Business and the Acquired Assets, except where the failure to be in compliance, individually or in the aggregate, has not had, and would not reasonably be expected to result in, a Material Adverse Effect.

4.17 Receivables. Subject to any reserves set forth in the books and records of the Seller, to Seller's knowledge, all Accounts Receivable represent and, at the Closing, shall represent, valid obligations arising from sales actually made or services actually performed and, to Seller's Knowledge, are collectible in the Ordinary Course of Business, and except as set forth on Schedule 4.17 hereto, there is no claim, or right of set-off, other than returns in the Ordinary Course of Business, under any contract with any obligor of an Accounts Receivable relating to the amount or validity of such Account Receivable.

4.18 Environmental Reports. Seller has furnished Purchaser with true and complete copies of all claims, complaints, reports, assessments, audits, investigations and other documents in the possession of Seller made by, on behalf of or against the Seller, relating to the release of Hazardous Material at the Real Property, or any potential or actual environmental damages incurred by Seller related to the Real Property.

4.19 No Broker's Fees. Neither Seller nor anyone acting on Seller's behalf has incurred liability or obligation to pay fees or commissions to any broker, finder or agent with respect to the transactions contemplated by this Agreement for which Purchaser or any of Affiliate of Purchaser shall be liable.

4.20 No Other Representations And Warranties. SELLER HAS NOT MADE, AND SELLER SHALL NOT BE DEEMED TO HAVE MADE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN AS EXPRESSLY MADE BY SELLER IN THIS SECTION 4. ALL OF SUCH EXPRESS AND IMPLIED WARRANTIES AND REPRESENTATIONS ARE HEREBY EXCLUDED, EXCEPT AS EXPRESSLY SET FORTH HEREIN. Without limiting the generality of the foregoing, and notwithstanding any representations and warranties made by Seller in this Section 4, Seller makes no representation or warranty with respect to (i) any projections, estimates or budgets delivered or made available to Purchaser or its Representatives at any time with respect to future revenues, expenses or expenditures or future results of operations, or (ii) except as expressly covered by a representation or warranty contained in this Section 4 or the covenants

contained in Section 5.10, any other information or documents (financial or otherwise) made available to Purchaser or its Representatives before or after the date of this Agreement.

5. CERTAIN UNDERSTANDINGS AND AGREEMENTS OF THE PARTIES

5.1 Commercially Reasonable Efforts; Further Assurances. Each party shall use its commercially reasonable efforts to take or cause to be taken all actions necessary, proper or advisable to fulfill and perform its respective obligations in respect of this Agreement, or otherwise to consummate and make effective the transactions contemplated hereby and to cause the conditions set forth in Sections 6.1 and 6.2 to be satisfied. Each party shall furnish to the other party and keep the other party informed concerning the status of its filings and its communications with any Government Unit with respect to its filings. From time to time after the Closing, each party shall execute and deliver any documents and take any other actions that another party reasonably requests to confirm or effectuate the consummation of the transactions contemplated by this Agreement.

5.2 Access. From the date of this Agreement to the Closing Date, Seller shall give Purchaser and its authorized Representatives access, upon reasonable advance notice, to the Acquired Assets and the Facilities for the purpose of preparing for the Closing; provided, however, that (i) Purchaser shall not unreasonably interfere with the normal operations of the Business and Seller's relationship with its employees, vendors and customers, and (ii) Purchaser shall hold, and shall cause its Representatives to hold, any information provided by or on behalf of Seller in confidence in accordance with the Confidentiality Agreement, dated January 19, 2005 (the "Confidentiality Agreement"), which shall remain in full force and effect (including after any termination of this Agreement) and the terms of which shall be deemed incorporated herein, and shall return all such written information upon request.

5.3 Accounts Receivable. Seller agrees to promptly forward to Purchaser any monies, checks or negotiable instruments received by Seller after the Closing Date relating to any Accounts Receivable. Seller hereby appoints Purchaser as its attorney-in-fact to endorse, cash and deposit any monies, checks and other negotiable instruments so forwarded to Purchaser.

5.4 Employees. On and effective as of the Closing Date Purchaser shall offer employment to a sufficient number of the Business Employees on such terms and conditions, and shall take all other actions, so as to eliminate any obligation of Seller or any of their Affiliates under the Worker Adjustment and Retraining Notification Act and related regulations ("WARN") and any similar Laws. The parties agree that the provisions of this Section are solely among and for the benefit of the parties hereto and do not inure to the benefit of or confer rights upon any third party, including any Business Employees.

5.5 Consents

(a) Seller shall promptly request Seller Required Consents and shall thereafter use their respective commercially reasonable efforts to obtain Seller Required Consents as expeditiously as possible. Seller Required Consent shall be in form and substance reasonably satisfactory to Purchaser and, without Purchaser's prior written consent, no Seller Required Consent shall (a) impose any adverse restrictions or obligations on Purchaser, the Business or the Acquired Assets (other than any such immaterial restrictions or obligations) or (b) include any materially adverse change to the terms of the underlying instrument. If a Seller Required Consent to a particular Acquired Asset is not obtained or if such assignment is not permitted regardless of consent, Seller shall use its commercially reasonable efforts to cooperate with Purchaser (at Purchaser's cost) in any reasonable arrangement designed to provide Purchaser all material benefits of that Acquired Asset. Any Required Seller Consent from the Banks shall be delivered by the Seller on or before the Due Diligence Deadline.

(b) Purchaser shall promptly request the Purchaser Required Consents and shall thereafter use its commercially reasonable efforts to obtain the Purchaser Required Consents as expeditiously as possible.

5.6 Use of Business Names by Purchaser ¶. To the extent the Excluded Names or trademarks, service marks, brand names or trade, corporate or business names of Seller that are set forth on Schedule 1.2(i), are not included in the Acquired Assets but are used by the Business on stationery, signage, invoices, receipts, forms, packaging, advertising and promotional materials, product, training and service literature and materials, computer programs or like materials included in the Acquired Assets ("Marked Materials") or appear on Inventory at the Closing, Purchaser shall remove, "sticker over" or obscure such trademarks, service marks, brand names or trade, corporate or business names as soon as practicable after the Closing to the extent commercially feasible and, to the extent not commercially feasible, may use such Marked Materials or sell such Inventory after the Closing for a period of 90 days without altering or modifying such Marked Materials or Inventory, or removing such trademarks, service marks, brand names, or trade, corporate or business names, but Purchaser shall not thereafter use such trademarks, service marks, brand names or trade, corporate or business names in any other manner without the prior written consent of Seller's Representative. Purchaser shall not use, attempt to register or otherwise seek protection for, or challenge Seller's ownership of, such trademarks, service marks, brand names or trade, corporate or business names. Any rights in and to such trademarks, service marks, brand names or trade, corporate or business names that may accrue to Purchaser and/or are deemed to accrue to Purchaser subsequently by operation of Law or otherwise shall inure to the benefit of Seller.

5.7 Employee Benefit Matters ¶.

(a) No later than 15 Business Days following the date hereof, Seller shall provide Purchaser with a list of each Business Employee, and his or her title and annual rate of compensation and at the Closing Seller shall provide an updated list (if necessary) to reflect new hires, terminations and other personnel changes occurring between the date hereof and the Closing Date. Seller shall provide Purchaser with reasonable access following the date hereof but in no event later than thirty (30) days prior to the Closing Date to the Business Employees, provided that such access does not unreasonably interfere with the operation of the Business in the Ordinary Course of Business, and with such additional reasonable information as may be requested by Purchaser with respect to the Business Employees and as may be permitted by Law.

(b) Subject to the satisfaction of such requirements and conditions as Purchaser may reasonably require as a condition to employment, Purchaser will offer full-time employment to each Business Employee employed by Seller immediately prior to the Closing Date and assigned full-time to the Business.

(c) Business Employees who accept offers of employment and commence employment with the Purchaser or its Affiliates immediately following the Closing are referred as herein as the "Transferred Employees." The employment of each such Transferred Employee with the Purchaser or its subsidiary shall commence immediately upon the Closing and shall be deemed for all purposes consistent with the Law and except as otherwise expressly provided herein, to have occurred with no interruption and/or break in service and no termination of employment.

(d) The general terms and conditions of employment of each Transferred Employee shall be substantially similar, in material respects, to the terms and conditions of employment applicable to such Business Employees immediately prior to Closing.

(e) For purposes of payroll taxes with respect to Transferred Employees, Seller shall treat the transaction contemplated by this Agreement, as a transaction described in Treasury Regulation Sections 31.3121(a)(1)-1(b)(2) and 31.3306(b)(1)-(b)(2).

(f) Purchaser will provide a medical and hospitalization insurance plan, substantially similar to that provided by Seller, for not less than one (1) year after the Closing for Transferred Employees. Seller shall be responsible for satisfying obligations under COBRA to provide continuation coverage to or with respect to any Business Employee (and covered dependent) with respect to any "qualifying event" occurring on or prior to the Closing Date.

(g) Seller shall cause each Transferred Employee who was participating in Seller 401(k) Retirement Plan sponsored or maintained by Seller immediately prior to the Closing Date and who had an account balance in excess of \$.01 in such plan as of the Closing Date to be fully vested in such account as of the Closing Date; and Seller shall make such amendments to its 401(k) Retirement Plan as may be needed to implement this provision.

(h) After the Closing, Purchaser shall cause to be accepted by the trustee of a Purchaser 401(k) Retirement Plan in which a Transferred Employee is eligible to participate in a cash rollover of any eligible rollover distribution (within the meaning of Section 402(c) of the Code) of such Transferred Employee's account under a Seller 401(k) Retirement Plan. If Purchaser does not sponsor such a Purchaser 401(k) Retirement Plan as of the Closing, it agrees to establish one as soon as reasonably practicable after the Closing. Any rollover described in this Section 5.7(h) shall be accomplished in accordance with applicable Law. The parties agree to reasonably cooperate to accomplish the rollovers described herein. On and after the Closing Date, Seller shall have no, and disclaims all, fiduciary or other responsibilities with respect to any account balances and related assets of Transferred Employees held under a Seller 401(k) Retirement Plan that are transferred to any Purchaser 401(k) Retirement Plan.

5.8 Access to Records ¶. Except as provided in the next succeeding sentence, each party shall preserve for one (1) year after the Closing all business records relating to the Business for all periods prior to the Closing and shall provide each other party and its Representatives, during reasonable business hours and upon reasonable advance notice, access to and the right to copy (at the other party's own expense) such records for any legitimate business purpose, including a Tax audit or inquiry by any Government Unit, and each party to whom the records are disclosed hereby agrees to keep confidential any confidential or proprietary information included in those records and to use the records for no other purpose. Notwithstanding the foregoing, during such one-year period any party may destroy or dispose of any business records relating to the Business, so long as such party provides not less than thirty (30) calendar days' prior written notice to the other party or parties of any such proposed destruction or disposal. If a party receiving such notice desires to obtain any such documents, it may do so by notifying the other party in writing at least ten (10) calendar days prior to the scheduled date for such destruction or disposal. The party holding such business records shall then promptly arrange for the delivery of such documents to the party requesting the business records at the requesting party's expense.

5.9 Tax Matters ¶. The parties shall cooperate in the preparation of all federal, state, local and foreign Tax returns and reports (including any claims for refunds), and in the preparation or conduct of any Tax controversy (including any audit, investigation or other proceedings) with respect to the Business or the Acquired Assets, in each case, solely with respect to any period of time occurring prior to the Closing, for which one party could reasonably require the assistance of another party, including providing any information reasonably requested by another party to assist in the preparations of any such returns. In addition, Seller agrees to seek an order exempting the transaction contemplated herein from taxation pursuant to 11 U.S.C. section 1141(c).

5.10 Operations Pending Closing¶. Except to the extent specifically required by this Agreement or with prior written consent of Purchaser, between the date hereof and the Closing Date, Seller shall operate the Business in such a manner as to abide by the following covenants and, to the extent not inconsistent with the following covenants, otherwise in the Ordinary Course of Business:

(a) Except as provided in Section 2.2(h), Seller shall not (A) increase annual recurring compensation or fringe benefits payable to any Business Employee except in the Ordinary Course of Business; (B) pay or grant any severance, termination or change-of-control benefit to any Business Employee, except pursuant to any Plan, arrangement or agreement in place as of the date of this Agreement; or (C) adopt or amend in any material respect any Plan, except in the Ordinary Course of Business or as required by Law or this Agreement;

(b) Seller shall not terminate, materially amend or enter into any Material Contract, except for entering into, in the Ordinary Course of Business, customer, supplier or service contracts;

(c) Seller shall not sell, convey, assign, lease or otherwise transfer or dispose of any of the Acquired Assets (other than Inventory or any immaterial assets in the Ordinary Course of Business);

(d) Seller shall not create, assume or permit to exist any Lien upon any of the Acquired Assets, other than (i) Liens securing post-petition financing, (ii) adequate protection Liens granted to the Banks and other pre-petition lenders, and (iii) Liens existing as of the date hereof;

(e) Seller shall not waive any material right included in the Acquired Assets except in the Ordinary Course of Business;

(f) Seller shall not agree to make any capital expenditures except those that do not exceed \$100,000 individually, and \$500,000 in the aggregate;

(g) Seller shall maintain in full force and effect through the Closing the insurance policies related to the Business, Business Employees and the Acquired Assets and shall provide for the renewal or extension of any such policies (or replacement with substantially similar policies) that expire by their own terms prior to the Closing; provided however, that the Environmental Liability Insurance Policy shall remain in effect following the Closing, in accordance with Section 5.17 hereof;

(h) Seller shall promptly notify Purchaser of (A) any material change in Seller's representations and warranties contained in Section 4, or (B) any material breach of any representation, warranty, covenant or agreement of Seller contained in this Agreement; and

(i) Seller shall continue to seek customers for the products of the Business in the Ordinary Course of Business.

5.11 Purchaser Conduct Pending Closing¶. Between the date of this Agreement and the Closing Date, Purchaser shall: (a) use its commercially reasonable efforts to obtain the bank financing and the equity pursuant to the financing commitments and shall promptly notify Seller's Representative of any adverse developments with respect thereto; and (b) promptly notify Seller's Representative of any material change in Purchaser's representations and warranties contained in Section 3 or of any material breach of any covenant, representation, warranty or agreement of Purchaser contained in this Agreement.

5.12 Public Releases¶. Purchaser and Seller shall agree with each other as to the form and substance of any press release related to this Agreement or the transactions contemplated hereby, shall

consult with each other as to the form and substance of other public disclosures related thereto, and shall not make any such press release or such other disclosures prior to such agreement or consultation; provided, however, that nothing contained herein shall prohibit any party hereto from making any disclosure which it deems necessary in light of applicable Law, after notice to the other parties with the opportunity to comment to the extent that delay of the disclosure is permitted under such Law.

5.13 Expenses ¶. Except as otherwise set forth in this Agreement, each party hereto shall bear and pay all costs and expenses incurred by it in connection with the transactions contemplated by this Agreement, including fees, costs and expenses of its own Representatives.

5.14 Bankruptcy Actions ¶.

(a) Seller shall cause to be filed a motion or motions on or before May 10, 2005 seeking entry of the Bidding Procedures Order and the Sale Order.

(b) Seller shall use commercially reasonable efforts to obtain the Bankruptcy Court's entry of the Bidding Procedures Order on or before May 20, 2005.

(c) Seller shall use commercially reasonable efforts to obtain the Bankruptcy Court's entry of the Sale Order on or before June 20, 2005.

(d) Seller shall provide Purchaser's counsel with copies of all motions, applications and supporting papers prepared by Seller for filing with the Bankruptcy Court (including forms of orders and notice to interested parties) relating to, or that would reasonably be expected to have an effect on, the transactions contemplated by this Agreement, including in connection with the auction contemplated by the Bidding Procedures Order and approval of the Sale Order, so as to provide Purchaser's counsel with a reasonable opportunity to review and comment on the same, prior to the filing thereof in the Bankruptcy Court if reasonably practicable.

(e) Except to the extent prohibited by the Bankruptcy Court, Seller shall give appropriate, legally required notice, and provide appropriate opportunity for a hearing to all parties legally entitled thereto, of all motions, orders, hearings or other proceedings relating to this Agreement or the transactions contemplated hereby, including in connection with the approval of the Sale Order.

(f) Seller shall use commercially reasonable efforts in the Chapter 11 Cases to give effect to the provisions of this Agreement.

(g) Seller shall file with the Delaware Secretary of State, and with each other Governmental Unit as appropriate, a notice of name change immediately following Closing.

5.15 Assumption and Assignment of Certain Contracts ¶.

(a) Seller shall request the Bankruptcy Court, upon notice to parties in interest, including all parties to the Assumed Contracts, that the Sale Order authorize Seller to assume the Assumed Contracts and, concurrently, to assign them to Purchaser pursuant to the applicable provisions of Section 365 of the Bankruptcy Code. The motion and Sale Order shall reflect the proposed actions necessary to cure any defaults under the Assumed Contracts, including the amounts needed to satisfy in full any monetary defaults (the "Cure Proposal"), and shall further specify any necessary adequate assurance of future performance. Seller and Purchaser shall work together in good faith to develop the Cure Proposal. The Sale Order shall be binding on all parties to the Assumed Contracts and specify the Cure Cost for each Assumed Contract. The hearing on any objection to the assumption and assignment of the Assumed Contracts shall be held simultaneously with the hearing on the Sale Order. In the event that

an objection of a contracting party is sustained, Purchaser may remove the contract from the list of Assumed Contracts. Seller does not represent, warrant or covenant that the Bankruptcy Court will authorize Seller to assign to Purchaser any one or more of the Assumed Contracts. Seller agrees that Purchaser shall have no obligation to accept the assignment of and to assume any Assumed Contract if the Sale Order does not grant to Seller the authority to assume and assign such Assumed Contract. Subject to Section 5.5(a), Purchaser agrees that Seller shall have no obligation to assume and assign any Assumed Contract if the Sale Order does not grant to Seller the authority to assign such Assumed Contract and assume it on the terms contained in the Cure Proposal. With respect to each Assumed Contract, Purchaser shall provide adequate assurance of the future performance of such Assumed Contract by Purchaser as required by Section 365 of the Bankruptcy Code (and all costs and expenses relating thereto shall in no event be included in "Cure Costs") and Purchaser shall assist in obtaining the Bankruptcy Court's entry of the Sale Order. In furtherance thereof, Purchaser shall furnish such affidavits, non-confidential financial information or other documents or information for filing with the Bankruptcy Court as Seller may reasonably request, and make Purchaser's employees and other Representatives available to testify before the Bankruptcy Court. Notwithstanding any other provision of this Agreement to the contrary but subject to Section 5.5(a), in the event that an Assumed Contract is not assigned to Purchaser as a result of Purchaser's failure to provide such adequate assurance, such non-assignment shall not constitute or contribute to any breach or default by Seller hereunder or the non-satisfaction of any condition to any of Purchaser's obligations under this Agreement unless the assumption of such contract is a condition to Closing in Section 6.

(b) No later than fifteen (15) Business Days prior to the hearing on the motion for the Sale Order (or such later date as approved by the Bankruptcy Court), Seller shall provide to Purchaser a list (each, a "Contract List") of all contracts constituting Assumed Contracts (without regard to the value thereof), together with Cure Proposals if necessary, that were not previously disclosed to Purchaser or that were entered into by Seller following the date hereof and which Purchaser did not expressly authorize the Seller to enter into. As soon as practicable but in no event later than two (2) Business Days after receipt by Purchaser of the Contract List and two (2) Business Days after the deadline for the contracting party to object to the Cure Proposal, Purchaser shall inform Seller's Representative and each other party to the affected contracts of those contracts on the Contract List, if any, that Purchaser does not intend to acquire as part of the Acquired Assets and, for purposes of this Agreement, such contracts shall be deemed to be additional "Excluded Contracts." Notwithstanding Sections 1.1(j) and 1.2(e) and this Section 5.15(b), in no event shall Purchaser exclude from Schedule 1.1(j) hereto or the Contract List any contract any benefits of which are required to be provided to Seller; provided, however, that nothing in this Section 5.15(b) shall prohibit Purchaser from adding the contract to the Excluded Contracts list prior to the end of the hearing on the motion for the Sale Order if the objection to the Cure Proposal is sustained.

5.16 Bankruptcy Sale Procedures. The proposed procedures for the sale of the Acquired Assets are set forth on Schedule 5.16 hereto (the "Bidding Procedures").

5.17 Environmental Liability Insurance Policy. From the Closing Date, Purchaser shall secure and maintain an insurance policy against the risks and losses of the Environmental Liabilities arising or occurring, known or unknown, on or prior to the Closing Date as is prudent and customary for the Business in light of the commercially reasonable practices in the industry, which policy shall name Seller as an additional insured and loss payee (an "Environmental Liability Insurance Policy"). Seller shall pay Purchaser for the lesser of (i) one half (1/2) of the premium for such policy, or (ii) \$100,000 (the "Seller Environmental Insurance Policy Premium"). At the Closing, Purchaser shall furnish to Seller a certificate of insurance or other evidence reasonably satisfactory to Seller confirming that the foregoing insurance coverage has been secured and the premium therefore has been paid.

5.18 Confidentiality. Seller covenants and agrees that upon the request of Purchaser, Seller shall at its option either (i) use its commercially reasonable efforts to provide Purchaser with the full benefit of any rights that Seller may have under any confidentiality agreement entered into in connection with the sale of the Business or (ii) assign any such confidentiality agreement to Purchaser. Without limiting the generality of the foregoing Seller shall assist Purchaser in bringing legal action to enforce such rights, including instituting a claim in the name of Seller. The reasonable out-of-pocket costs and expenses of Seller incurred by Seller pursuant to this Section 5.18 shall be paid by the Purchaser.

6. CONDITIONS TO CLOSING.

6.1 Conditions to Obligations of Purchaser. The obligations of Purchaser to consummate the transactions contemplated hereby shall be subject to the fulfillment, at or prior to the Closing, of each of the following additional conditions (any of which may be waived, in whole or in part, by Purchaser in writing):

(a) The representations and warranties of Seller contained in Section 4 of this Agreement that are qualified as to materiality or Material Adverse Effect shall be true and correct, and the representations and warranties that are not so qualified shall be true and correct in all material respects, in each case on and as of the date of this Agreement and as of the Closing Date with the same force and effect as if made on and as of the Closing Date (or to the extent such representations and warranties speak as of a specified date, they need only be true and correct as of such specified date), and at the Closing Seller must have delivered to Purchaser a certificate to such effect, signed by a duly authorized officer of Seller.

(b) The obligations of Seller to be performed by it on or before the Closing Date pursuant to the terms of this Agreement must have been duly performed in all material respects on or before the Closing Date, and at the Closing Seller must have delivered to Purchaser a certificate to such effect signed by an authorized officer of Seller.

(c) Purchaser must have received at the Closing the following documents, dated as of the Closing Date:

(i) A copy, certified by an authorized officer of Seller, of resolutions of the board of directors of Seller authorizing the execution, delivery and performance of this Agreement and all other agreements, documents and instruments relating hereto and the consummation of the transactions contemplated hereby;

(ii) A bill of sale for the Acquired Assets in the form attached hereto as Exhibit A-1, an assignment and assumption agreement in the form attached hereto as Exhibit A-2 and such other bills of sale and assignment, in form and substance reasonably satisfactory to counsel for Purchaser, covering items of tangible and intangible personal property included in the Acquired Assets;

(iii) Certificates of title to the motor vehicles identified on Schedule 1.1(I) hereto, duly endorsed, completed and acknowledged for transfer;

(iv) General warranty deeds to the Real Property included in the Acquired Assets and improvements of any such Real Property;

(v) Such documents and instruments as may reasonably be required to demonstrate that, effective as of the Closing Date, all of the Acquired Assets are released from any and all Liens; and

(vi) Such further documents and instruments of sale, transfer, conveyance, assignment or delivery covering the Acquired Assets or any part thereof as Purchaser may reasonably require to assure the sale and assignment of the Acquired Assets as contemplated by this Agreement.

(d) All of the conditions precedent to the closing of the bank financing as set forth in the applicable financing commitments must have been satisfied or waived (other than conditions precedent that were not satisfied or waived due to any fault of Purchaser or any of its Affiliates).

(e) All the Assumed Contracts set forth on Schedule 1.1(j) shall (i) be in full force and effect, and (ii) be assignable to and assumable by Purchaser without the consent of any other party thereto or the Seller Required Consent shall have been obtained with respect thereto.

(f) Seller shall have furnished Purchaser with a certificate stating that Seller is not a "foreign" person within the meaning of Section 1445 of the Code, which certificate shall set forth all information required by, and otherwise be executed in accordance with, Treasury Regulation Section 1.1445-2(b)(2).

(g) Since the date of this Agreement there shall not have been any Action instituted by any Government Unit or any other Person or any order of any Forum that is pending at the Closing that would reasonably be expected to materially restrict or prohibit the transactions contemplated by this Agreement, prevent the Closing from occurring or present a substantial risk that Purchaser would be liable for material damages or other material relief in connection therewith.

(h) Since the date of this Agreement no event or series of events shall have occurred that, individually or in the aggregate, shall have resulted in or would be reasonably expected to result in a Material Adverse Effect.

(i) The Bankruptcy Court shall have entered the Sale Order and, unless the Closing has been enjoined by an order or judgment of a court of competent jurisdiction, the Sale Order shall have become a Final Order.

(j) Purchaser shall have completed its due diligence, including without limitation completion of its environmental audit, to its satisfaction on or before one day prior to the date set for the Bid Procedures Order to be approved and entered by the Bankruptcy Court ("Due Diligence Deadline") and shall have informed Seller by writing by the Due Diligence Deadline of Purchaser's intention to proceed with the acquisition subject to Court approval of the Sale Order and the approval of the assumption and assignment of the Assumed Contracts on terms acceptable to Purchaser.

6.2 Conditions to Obligations of Seller. The obligation of Seller to consummate the transactions contemplated hereby shall be subject to the fulfillment, at or prior to the Closing Date, of the following additional conditions (any of which may be waived, in whole or in part, by Amcast in writing):

(a) The representations and warranties of Purchaser contained in Section 3 of this Agreement that are qualified as to materiality or Material Adverse Effect shall be true and correct, and the representations and warranties that are not so qualified shall be true and correct in all material respects, in either case on and as of the Closing Date with the same force and effect as if made on and as of the Closing Date (or to the extent such representations and warranties speak as of a specified date, they need only be true and correct in all material respects as of such specified date), and at the Closing, Purchaser must have delivered to Seller a certificate to such effect, signed by a duly authorized officer of Purchaser.

(b) The obligations of Purchaser to be performed on or before the Closing Date pursuant to the terms of this Agreement must have been duly performed on or before the Closing Date, and at the Closing Purchaser must have delivered to Seller a certificate to such effect signed by a duly authorized officer of Purchaser.

(c) Since the date of this Agreement there shall not have been any Action instituted by any Government Unit or any other Person or any order of any Forum that is pending at Closing that would reasonably be expected to materially restrict or prohibit the transactions contemplated by this Agreement or prevent the Closing from occurring.

(d) Purchaser must have tendered to Seller an amount equal to the Closing Cash Purchase Price in Immediately Available Funds, pursuant to Section 2.1 of this Agreement.

(e) Seller must have received at the Closing the following documents, each dated the Closing Date:

(i) Copies, certified by the Secretary of Purchaser, of resolutions of the board of directors of Purchaser authorizing the execution and delivery of this Agreement and all other agreements, documents or instruments relating hereto and the consummation of the transactions contemplated hereby;

(ii) The assignment and assumption agreement in the form attached hereto as Exhibit A-2, duly executed and delivered by Purchaser; and

(iii) Such further documents and instruments reasonably requested by Seller to assure the assumption of the Assumed Liabilities as contemplated by this Agreement;

(f) The Bankruptcy Court shall have entered the Sale Order and, unless the Closing has been enjoined by an order or judgment of a court of competent jurisdiction, the Sale Order shall have become a Final Order.

6.3 Survival¶. The representations and warranties contained in Sections 3 and 4 hereof expire on the Closing Date.

7. TERMINATION¶.

7.1 Termination Events¶. This Agreement may be terminated by mutual consent of Purchaser and Seller. In addition, this Agreement may be terminated by written notice given before or at the Closing as follows:

(a) Without limiting Section 7.1(c) or 7.1(d), by Seller if Purchaser materially breaches any of its representations, warranties, covenants or agreements in this Agreement and such breach is not cured within ten (10) days after written notice to Purchaser to cure such breach, and as a result the conditions set forth in Section 6.2(a) or 6.2(b) become incapable of fulfillment or cure on or before July 31, 2005 or such later date on which Purchaser and Seller's Representative may agree (the "Cut-Off Date");

(b) By Purchaser if Seller materially breaches any of its representations, warranties, covenants or agreements in this Agreement and such breach is not cured within ten (10) days after written notice to Seller to cure such breach, and as a result the conditions set forth in Section 6.1(a) or 6.1(b) become incapable of fulfillment or cure on or before the Cut-Off Date;

(c) By Purchaser if satisfaction of any of the conditions in Section 6.1 on or before the Cut-Off Date is or becomes impossible (other than through Purchaser's breach of this Agreement) and Purchaser has not previously waived in writing such condition;

(d) By Seller if satisfaction of any of the conditions in Section 6.2 on or before the Cut-Off Date is or becomes impossible (other than through Seller's breach of this Agreement) and Seller has not previously waived in writing such condition;

(e) By Purchaser, if (i) the Bidding Procedures Order is not approved and entered by the Bankruptcy Court on or before May 31, 2005, or (ii) the Sale Order is not approved and entered by the Bankruptcy Court on or prior to June 30, 2005;

(f) (i) By Purchaser if the Sale Order or the Bidding Procedures Order shall have been amended or modified in any manner Purchaser shall have determined, in its reasonable judgment, to be adverse (other than in an immaterial manner) to the interests of Purchaser (other than any amendment or modification thereto consented to in writing by Purchaser, such consent not to be unreasonably withheld), (ii) by Seller if the Sale Order or the Bidding Procedures Order shall have been amended or modified in any manner Seller shall have determined, in their reasonable judgment, to be adverse (other than in an immaterial manner) to the interests of Seller (other than any amendment or modification thereto consented to in writing by Seller, such consent not to be unreasonably withheld), or (iii) by Purchaser or Seller if Seller's Chapter 11 Case is converted to a case under Chapter 7 of the Bankruptcy Code;

(g) By Purchaser or Seller, upon (i) Seller executing a definitive acquisition agreement with respect to an Alternative Transaction in connection with the auction contemplated by the Bidding Procedures, or (ii) the filing by Seller of, or confirmation of, a plan of reorganization or the filing by Seller of a motion pursuant to Section 363 of the Bankruptcy Code that provides for the sale of any material portion of the Acquired Assets to a Person other than Purchaser;

(h) By Seller or Purchaser if the Closing has not occurred (other than through the failure of the party seeking to terminate this Agreement to comply fully with its obligations under this Agreement) on or before the Cut-Off Date;

(i) By Purchaser or Seller, if the board of directors of Amcast approves, endorses or recommends or becomes a party to or bound by any contract, commitment, lease or other agreement, whether written or oral, relating to any Alternative Transaction;

(j) By Purchaser or Seller, if the Bankruptcy Court or any other Government Unit shall have issued an order, decree or ruling or taken any other action (which order, decree, ruling or other action each the parties hereto shall use its commercially reasonable efforts to lift), which permanently restrains, enjoins or otherwise prohibits the consummation of the transactions contemplated hereby and such order, decree, ruling or other action shall have become final and non-appealable; and

(k) By Purchaser, if prior to the Due Diligence Deadline, the Purchaser determines, in its sole discretion, that the environmental risk is unacceptable to Purchaser based on information received by its environmental professionals.

7.2 Effect of Termination

(a) Except as provided in Section 7.2(b) below, if this Agreement is terminated pursuant to Section 7.1, Purchaser shall be entitled to (A) the return of the Good Faith Deposit, together with accrued interest thereon, and (B) its and its Affiliates' reasonable, documented, out-of-pocket fees,

costs and expenses, including professional fees and work fees of its and its Affiliates' legal and other advisors and lending institutions, in connection with this Agreement and the transactions contemplated hereby in an amount up to but in no event exceeding One Hundred Seventy Thousand and No/100 Dollars (\$170,000) (the "Termination Fee"), which shall be paid by Seller to Purchaser no later than five (5) Business Days following such termination, provided, however, that in the event of termination pursuant to Section 7.1(g) or Section 7.1(i) or otherwise due to an Alternative Transaction, the Termination Fee shall be deemed to be One Hundred Seventy Thousand Dollars and No/100 Dollars (\$170,000) and shall be payable solely from the proceeds of the Alternative Transaction or other such sale of Assets received by Seller, or by Seller if an Alternative Transaction occurs which does not produce sales proceeds. The Termination Fee shall be considered to be a reasonable and necessary cost of administering the Chapter 11 Cases and shall be treated as an administrative expense under the Bankruptcy Code.

(b) Purchaser shall not be entitled to either the return of the Good Faith Deposit or a Termination Fee in the event that this Agreement is terminated pursuant to a right of termination by Seller under to Section 7.1(a). Purchaser shall be entitled only to the return of the Good Faith Deposit in the event that this Agreement is terminated pursuant to Sections 7.1(d), 7.1(e), 7.1(f)(i), 7.1(f)(iii), 7.1(h), 7.1(j) or 7.1(k), or to the extent that a termination pursuant to Section 7.1(c) is based upon a failure of the conditions in Section 6.1(i) to have been met.

(c) If this Agreement is terminated by a party pursuant to Section 7.1 because of a breach of this Agreement by another party or because one or more of the conditions to the terminating party's obligations under this Agreement is not satisfied as a result of another party's breach of this Agreement, the terminating party's right to pursue all legal remedies under this Agreement shall survive such termination unimpaired; provided, however, that payment of the amounts set forth in Section 7.2(a) to Purchaser shall be Purchaser's sole and exclusive remedy for any breach by Seller of this Agreement (and Purchaser hereby irrevocably waives and releases Seller from any other claims arising under or relating to this Agreement).

8. MISCELLANEOUS

8.1 Entire Agreement. This Agreement (including all Schedules and Exhibits hereto) supersedes any and all other agreements, oral or written, among the parties hereto with respect to the subject matter hereof (other than the Confidentiality Agreement), and contains (together with the Confidentiality Agreement) the entire agreement among the parties with respect to the transactions contemplated hereby.

8.2 Amendments; Waiver. This Agreement may be amended, modified, superseded or canceled and any of its provisions may be waived only by a written instrument executed by all of the parties or, in the case of a waiver, by or on behalf of the party waiving compliance. The failure of any party at any time to require performance of any provision of this Agreement shall in no manner affect the right of that party at a later time to enforce the same or a different provision. No waiver by any party of any condition or of any breach of any provision of this Agreement, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of any breach of the same or a different provision. If any party expressly waives in writing an unsatisfied condition, representation, warranty, undertaking, covenant or agreement (or portion thereof) set forth herein, the waiving party shall thereafter be barred from recovering, and thereafter shall not seek to recover, any Claims from the other parties in respect of the matter or matters so waived, but only to the extent waived.

8.3 Successors; Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted transferees and assignees. Neither this Agreement nor any interest herein may directly or indirectly be transferred or assigned by any

party, in whole or in part, without the written consent of the other parties, except that Purchaser may effect any such assignment to any Affiliate, but any such assignment shall not relieve Purchaser of its duties and obligations contained in this Agreement.

8.4 Notices. Any notice, request, demand or other communication to be given pursuant to the terms of this Agreement must be in writing and shall be deemed to have been duly given on the day it is delivered by hand, on the day it is sent by facsimile with confirmation of receipt by the transmitting facsimile machine, on the next Business Day after it is sent by a nationally recognized overnight mail service (delivery charge prepaid), or on the third Business Day after it is mailed first class, postage prepaid, in each case to the following addresses:

If to Seller: Amcast Industrial Corporation
7887 Washington Village Drive
Dayton, Ohio 45459-3959
Attention: Byron R. Pond, Chairman, President and
Chief Executive Officer
Facsimile: 937-291-7007

with copies to: Thompson Hine LLP
312 Walnut St., Suite 1400
Cincinnati, OH 45202-4089
Attention: Frank D. Chaiken, Esq.
Facsimile: 513-241-4771

If to Purchaser: LBC Acquisitions, LLC
c/o Morris Capital Management, LLC
One Northgate Park, Suite 205
Chattanooga, TN 37415
Attention: Tim Morris, Jr.
Facsimile: 423-870-0800

With copies to: Miller & Martin PLLC
Attn: Shelley D. Rucker
Suite 1000, Volunteer Building
832 Georgia Avenue
Chattanooga, Tennessee 37402-2289
Facsimile: 423-785-8480

or to such other address or to such other Person as any party shall have last designated by written notice provided to the other parties in the manner set forth in this Section.

8.5 Severability. If any provision of this Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Agreement and any other application of such provision shall not be affected thereby.

8.6 No Third Party Beneficiary. This Agreement is for the benefit of, and may be enforced only by, Seller and Purchaser and their respective successors and permitted transferees and assignees, and is not for the benefit of, and may not be enforced by, any third party.

8.7 Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with federal bankruptcy law, where applicable, and otherwise with the laws of the State of Ohio without regard to conflict of law principles.

8.8 Counterparts. This Agreement may be executed in two or more counterparts and by the parties on separate counterparts, all of which shall be considered one and the same instrument, and each of which shall be deemed an original. Each of the parties hereto (a) has agreed to permit the use, from time to time, of faxed or otherwise electronically transmitted signatures in order to expedite the consummation of the transactions contemplated hereby, (b) intends to be bound by its respective faxed or otherwise electronically transmitted signature, (c) is aware that the other parties hereto shall rely on the faxed or otherwise electronically transmitted signature, and (d) acknowledges such reliance and waives any defenses to the enforcement of the documents effecting the transaction contemplated by this Agreement based on the fact that a signature was sent by fax or otherwise electronically transmitted.

8.9 Headings; Construction. The headings of the sections and paragraphs in this Agreement have been inserted for convenience of reference only and shall not restrict or otherwise modify any of the terms or provisions of this Agreement. Unless otherwise expressly provided, the words "including" or "includes" whenever used in this Agreement do not limit the preceding words or terms and shall be deemed to be followed by the words "without limitation."

8.10 Consent to Service of Process and Jurisdiction. The parties hereby agree that any suit relating to or arising out of this Agreement may be brought in, and hereby consent to be subject to the jurisdiction of the Bankruptcy Court for any litigation arising out of or relating to this Agreement and the transactions contemplated hereby (and agree not to commence any litigation relating hereto except in the Bankruptcy Court) or, if the Bankruptcy Court declines jurisdiction, in the United States District Court for the Southern District of Ohio. Purchaser and Seller consent to service of process and other notices given or required in any proceedings by either party by personal delivery or by registered mail addressed to such party at the addresses set out in Section 8.4. However, any party may serve legal process in any other manner permitted by Law.

8.11 Certain Information. Neither the specification of any dollar amount in the representations and warranties contained in this Agreement nor the inclusion of any item in any Schedule to this Agreement is intended to be or will be construed or offered in any dispute among the parties as evidence of the material nature of such dollar amount or item, nor shall it establish any standard of materiality upon which to judge the inclusion of any other items in any Schedules to this Agreement. The information contained in this Agreement and the Schedules to this Agreement is disclosed solely for the purposes of this Agreement, and no information contained herein or therein shall be deemed to be an admission by any party to any Person of any matter whatsoever, including of any violation of Law or breach of any contract.

9. CERTAIN DEFINITIONS

9.1 For purposes of this Agreement, the following capitalized terms shall have the meanings given to them below, and all other capitalized terms used in this Agreement that are not defined in this Section 9 but defined elsewhere in this Agreement shall have for purposes of this Agreement the meanings set forth elsewhere in this Agreement:

"Action" means any action, suit, complaint, claim, counter-claim, petition, set-off, inquiry, investigation, administrative proceeding, arbitration, or private dispute resolution proceeding, whether at law, in equity, by contract or agreement, or otherwise, and whether conducted by or before any Government Unit or Forum.

“**Affiliate**” of any Person means any other Person directly or indirectly controlling, controlled by, or under direct or indirect common control with the former Person. A Person shall be deemed to control another Person if such Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

“**Alternative Transaction**” means (a) a sale or other disposition of a material portion of the Business or the Acquired Assets to a purchaser other than Purchaser or an Affiliate of Purchaser, (b) a sale or other disposition by Seller of any equity interest or other securities representing a material interest in the Business to a purchaser other than Purchaser or an Affiliate of Purchaser, or (c) a merger, consolidation or other business combination of the Business involving any Person other than Purchaser or an Affiliate of Purchaser.

“**Bankruptcy Code**” means Chapter 11 of Title 11 of the United States Code.

“**Banks**” means, Heritage Bank, SSB, Highland Crusader Offshore Partners, L.P., Citigroup Financial Products, Inc., Steel Partners II, L.P., Citigroup Global Markets, Inc., Longacre Master Fund Ltd., Longacre Capital Partners LP, Highland Calpers Distressed, Highland Crusader Dedicated Fund, L.P., Highland Legacy Limited, Highland Pam Capital Funding, Highland Pamco Cayman Ltd.

“**Bidding Procedures Order**” shall mean an order or orders of the Bankruptcy Court, in form and substance reasonably satisfactory to Purchaser and Seller and otherwise consistent with this Agreement in all material respects, (a) approving the Termination Fee and providing that, if the obligation of Seller to pay the Termination Fee arises, such obligation shall constitute an administrative expense under Section 503(b) and 507(a)(1) of the Bankruptcy Code and shall be payable in accordance with the provisions of this Agreement without further order of the Bankruptcy Court; (b) approving the Bidding Procedures in all material respects; and (c) scheduling a hearing to consider entry of the Sale Order and provide that notice of such hearing be given to all Persons entitled to notice under the applicable provisions of the Bankruptcy Code, including Bankruptcy Rule 2002, and any applicable local rules.

“**Business Day**” means any day other than a day during which banks in New York City are authorized or required to be closed.

“**Business Employee**” means each individual employed on a full time or part time basis (hourly and salaried) by Seller who is employed in the Business and performs services primarily in the Business and whose name appears on the list provided by Seller to the Purchaser pursuant to Section 5.7, including those employees who are absent from employment as of the Closing Date due to illness, injury, pregnancy, military service or mobilization or other authorized absences, but excluding those who are receiving benefits under the applicable long-term disability plan of Seller or who are former or retired employees.

“**Chapter 11 Expenses**” shall mean (a) any and all costs incurred and expenses paid or payable by Seller in connection with the administration of the Bankruptcy Case, (b) any and all costs incurred and expenses paid or payable by Seller in connection with the sale of Business; including (i) obligations to pay any professionals’ fees and expenses in connection with the Bankruptcy Case, the sale of the Business, this Agreement, and the transactions contemplated hereby incurred by Seller, the Creditors Committee, and any other compensation for making a substantial contribution in the Bankruptcy Case (including fees of attorneys, accountants, investment bankers, financial advisors, auditors and consultants), (ii) fees and expenses payable to the United States Trustee under Section 1930 of title 28, United States Code, (iii) fees and expenses of the members of the Creditors Committee, (iv) fees and

expenses of any secured creditors and (v) all other costs and expenses entitled to administrative priority under Section 507(a)(1) of the Bankruptcy Code.

“**COBRA**” means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended and the regulations promulgated thereunder.

“**Code**” means Internal Revenue Code of 1986, as amended.

“**Creditors Committee**” shall mean the official committee of unsecured creditors appointed in the Chapter 11 Cases pursuant to Section 1102 of the Bankruptcy Code.

“**Cure Costs**” means, in connection with the assumption by and assignment to Purchaser of the Assumed Contracts that constitute executory contracts or unexpired leases, the aggregate dollar amount paid by Purchaser in cash to Persons who are parties to such Assumed Contracts to the extent such payments are required under Section 365(b) of the Bankruptcy Code to cure any defaults under such Assumed Contracts or to compensate such Persons for their actual pecuniary loss resulting from such defaults, as such payment amounts are determined by the Bankruptcy Court and set forth in the Sale Order or another order of the Bankruptcy Court that has become a Final Order.

“**Environmental Law**” means any federal, state or local law, statute, order, regulation, rule or ordinance, and principles of common law, relating to the pollution or protection of the environment (both indoor and outdoor), or relating to the protection of public health and safety insofar as they may be affected by the release of, or exposure to, Hazardous Materials, including, without limitation, the Comprehensive, Environmental Response Compensation & Liability Act, 42 U.S.C. § 9601 et seq. (“**CERCLA**”), the Clean Air Act, the Clean Water Act, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq., the Hazardous Materials Transportation Act, the Emergency Planning & Community Right to Know Act, and all analogous state and local laws and all implementing regulations, all as in effect on and amended through the Closing Date.

“**Environmental Liability**” means all obligations or liabilities (including obligations or liabilities arising out of legal notices, Actions or other assertion of obligation or liability and reasonable attorney and other professional fees and expenses), resulting or arising from (a) any Environmental Law, (b) any Release of, or potential Release of, or exposure to, any Hazardous Material, or (c) an enforceable order issued or imposed under or pursuant to an Environmental Law, including (i) fines, penalties, judgments, awards, settlements, losses, damages, punitive damages, costs, fees, expenses and disbursements; (ii) reasonable costs of defense and other responses to any Action relating to the environment; and (iii) financial responsibility for (A) cleanup costs and injunctive relief, including any remediation and natural resource damages, and (B) other compliance or remedial measures.

“**ERISA**” means the Employee Retirement Income Security Act of 1974, as amended and the regulations promulgated thereunder.

“**ERISA Affiliate**” means any entity which is (or at any relevant time was) a member of a “controlled group of corporations” under “common control” or in “an affiliated service group” with Seller within the meaning of Section 414(b), (c) or (m) of the Code.

“**Facilities**” means Seller’s facilities located in Anniston, Alabama (including the Real Property) and any other location at which the Business is primarily conducted.

“**Final Order**” shall mean an order of the Bankruptcy Court or other court of competent jurisdiction: (a) as to which no appeal, notice of appeal, motion to amend or make additional findings of

fact, motion to alter or amend judgment, motion for rehearing or motion for new trial has been timely filed or, if any of the foregoing has been timely filed, it has been disposed of in a matter that upholds and affirms the subject order in all material respects without the possibility for further appeal or rehearing thereon; (b) as to which the time for instituting or filing an appeal, motion for rehearing or motion for new trial shall have expired; and (c) as to which no stay is in effect; provided, however, that the filing or pendency of a motion under Federal Rule of Bankruptcy Procedure 9024 shall not cause an order not to be deemed a "Final Order" unless such motion shall be filed within ten (10) days of the entry of the order at issue. In the case of the Sale Order, a Final Order shall also consist of an order to which an appeal, notice of appeal, motion to amend or make additional findings of fact, motion to alter or amend judgment, motion for rehearing or motion for new trial has been filed, but as to which Purchaser and Seller elect to proceed with the Closing.

"Forum" means any federal, state, local or municipal court, governmental agency, administrative body or agency, tribunal, private alternative dispute resolution system, or arbitration panel.

"GAAP" means United States generally accepted accounting principles.

"Government Unit" means any federal, state, local or municipal, or foreign, government or any department, commission, board, bureau, agency, instrumentality, unit, or taxing authority thereof.

"Hazardous Materials" means any pollutant, contaminant, toxic substance, hazardous substance, hazardous waste, explosive substance, ignitable substance, corrosive substance, petroleum product, polychlorinated biphenyl, radioactive material, radon, urea formaldehyde, lead or any other material defined as toxic, hazardous or otherwise dangerous under any Environmental Law.

"Indebtedness" means, as to any Person, (a) all obligations of such Person for borrowed money (including reimbursement and all other obligations with respect to surety bonds, letters of credit and banker's acceptances, whether or not matured), (b) other than accounts payable incurred in the Ordinary Course of Business, all obligations of such Person to pay the deferred purchase price of property or services, (c) all interest rate and currency swaps, caps, collars and similar agreements or hedging devices under which payments are obligated to be made by such Person, whether periodically or upon the happening of a contingency, (d) all indebtedness created or arising under any conditional sale or other title retention agreement with respect to property acquired by such Person (even though the rights and remedies of the seller or the lender under such agreement in the event of default are limited to repossession or sale of such property), (e) all liabilities that would be classified as capital leases on a balance sheet in accordance with GAAP, consistently applied (other than obligations arising under any Assumed Contracts), (f) any indebtedness of another Person, whether or not such Indebtedness is assumed by such first Person, and (g) any guaranty of, or any contingent obligation in respect of, any Indebtedness or other obligation of any other Person (other than an obligation of the Business that does not qualify as indebtedness under any of the preceding clauses (a) – (f)).

"Laws" means all federal, state, local or municipal constitutions, statutes, rules, regulations, ordinances, acts, codes, legislation, conventions and similar laws and legal requirements, as in effect on the date of this Agreement.

"Licenses" means all licenses, registrations, franchises, qualifications, permits and authorizations issued by any Government Unit, and all pending applications therefor or renewals thereof required to be held by Seller to operate and conduct the Business and the Acquired Assets in the Ordinary Course of Business.

"Lien" means any mortgage, deed of trust, pledge, hypothecation, security interest, encumbrance, servitude, encroachment, lien, interest or charge of any kind, however evidenced or created, but excluding any of the foregoing (i) for water, sewage and similar charges and current Taxes and assessments not yet due and payable or being contested in good faith, (ii) relating to mechanics', carriers', workers', repairers', materialmen's, warehousemen's and other similar liens, in each case, arising or incurred in the Ordinary Course of Business, (iii) arising or resulting from any action taken by Purchaser or its Affiliates, (iv) relating to easements, rights of way, restrictions and other similar real property interests that do not materially interfere with or affect the ordinary conduct of operations, or (v) to which Purchaser expressly consents in writing.

"Material Adverse Effect" means a material adverse effect, or any series of related adverse effects that result in a material adverse effect, on the financial condition of the Business considered as a whole, but shall be deemed to exclude (i) any changes resulting from general economic, regulatory or political conditions, of (ii) actions taken solely and directly by Purchaser or its Affiliates, and (iii) circumstances that affect the industries in which the Business operates generally.

"Ordinary Course of Business" means a course of action with respect to the Business that is consistent with the past practice and conduct of the Business and is taken in the ordinary course of the normal day-to-day operations of the Business.

"Person" means and includes an individual, a partnership, a joint venture, a corporation, a limited liability company, a trust, a labor union, an unincorporated association or organization, and a Government Unit.

"Pre-Closing Balance Sheet" means the accounts reflected on the unaudited pro-forma balance sheet of the Business as of January 31, 2005.

"Purchaser 401(k) Retirement Plan" means a defined contribution 401(k) retirement plan established by Purchaser for the benefit of Transferred Employees that is intended to satisfy the requirements of Section 401(a) of the Code.

"Release" has the meaning ascribed to it by Section 101(22) of CERCLA.

"Representative" means with respect to a particular Person, any director, officer, manager, employee, agent, consultant, advisor or other representative of such Person, including legal counsel, lenders, accountants and financial advisors.

"Sale Order" shall mean an order or orders of the Bankruptcy Court, in form and substance reasonably satisfactory to Purchaser and Seller and otherwise consistent with this Agreement, approving the sale to Purchaser of the Acquired Assets and assumption/assignment of the Assumed Contracts and the assumption by Purchaser of the Assumed Liabilities under this Agreement pursuant to Sections 105, 363 and 365 of the Bankruptcy Code, and which: (a) approves the transactions contemplated by this Agreement on the terms set forth herein; (b) finds that, as of the Closing Date, the transactions contemplated by this Agreement effect a legal, valid, enforceable and effective sale and transfer of the Acquired Assets to Purchaser and shall vest Purchaser with title to the Acquired Assets free and clear of all Liens, to the extent contemplated by this Agreement and the ancillary documents; (c) finds that the consideration provided by Purchaser pursuant to this Agreement constitutes reasonably equivalent value and fair consideration for the Acquired Assets, and the highest and best offer received for the Acquired Assets; (d) finds that, as of the Closing Date, the executory contracts to be assumed by Seller and assigned to Purchaser pursuant to this Agreement will have been duly assigned to Purchaser in accordance with Section 365 of the Bankruptcy Code; (e) finds that Purchaser is a good faith purchaser

(as that term is used in Section 363(m) of the Bankruptcy Code) of the Acquired Assets; (f) orders that any Material Contracts set forth on Schedule 6.1(e) that are to be assumed by Seller and assigned to Purchaser pursuant to this Agreement will be transferred to, and remain in full force and effect for the benefit of Purchaser (or its designated transferee(s)), notwithstanding any provision in any such contract or lease or in applicable Law (including those described in Sections 365(b)(2) and (f) of the Bankruptcy Code) that prohibits, restricts or limits in any way such assignment or transfer; (g) finds that Seller gave due and proper notice of the transactions contemplated by this Agreement to each party legally entitled thereto; (h) finds that the Purchaser has satisfied all requirements under Sections 365(b)(1) and 365(f)(2) of the Bankruptcy Code to provide adequate assurance of future performance of the Assumed Contracts; (i) finds that Purchaser is not a successor to Seller or their bankruptcy by reason of any theory of law or equity, and that Purchaser shall not assume or in any way be responsible for any liability or obligation of any of the Seller and/or their bankruptcy estate, except as expressly provided in this Agreement; (j) finds that the Purchaser is a good faith purchaser, as that term is used in Section 363(m) of the Bankruptcy Code, and is entitled to the protections provided by that section, (k) finds that pursuant to Section 363(m) of the Bankruptcy Code, the consideration paid under this Agreement was not controlled by an agreement among potential bidders; and (l) (m) orders that, notwithstanding Federal Rules of Bankruptcy Procedure 6004(g) and 6006(d), the Sale Order is not stayed and is effective immediately upon entering.

“**Seller’s Knowledge**” means the actual knowledge, after due inquiry, of Byron Pond, David Smith and Jeff McWilliams on the date this Agreement is executed by Seller and on the date of Closing.

“**Seller’s Representative**” means Amcast.

“**Seller 401(k) Retirement Plan**” means a Seller Benefit Plan that is both a defined contribution 401(k) retirement plan and intended to satisfy the requirements of Section 401(a) of the Code.

“**Taxes**” means (i) any and all federal, state, provincial, local, foreign and other taxes, levies, fees, imposts, duties, and similar governmental charges (including any interest, fines, assessments, penalties or additions to tax imposed in connection therewith or with respect thereto) including (x) taxes imposed on, or measured by, income, franchise, profits or gross receipts, and (y) ad valorem, value added, capital gains, sales, goods and services, use, real or personal property, capital stock, license, branch, payroll, estimated withholding, employment, social security (or similar), unemployment, compensation, utility, severance, production, excise, stamp, occupation, premium, windfall profits, transfer and gains taxes, and customs duties, and (ii) any transferee liability in respect of any items described in clause (i) above.

“**Tax Return**” shall mean any report, declaration, statement, return or other information required to be filed or filed in respect of Taxes, and any claims for refund of Taxes, including any amendments or supplements to any of the foregoing, with any taxing authority with respect to Taxes.

“**Treasury Regulation**” means the regulations promulgated under the Code.

9.2 The following terms shall have the meanings specified in the indicated section of this Agreement:

| <u>Term</u> | <u>Reference</u> |
|-----------------------------|------------------|
| Accountants | 2.4(c)(iv) |
| Accounts Receivable | 1.1(e) |
| Acquired Assets | 1.1 |
| ADEM Compliance Liabilities | 2.2(k) |
| Adjustment Payment Date | 2.4(d) |

| | |
|--|-------------|
| Affected Taxes | 2.2(h) |
| Agreement | Preamble |
| Amcast | Preamble |
| Assumed Contracts | 1.1(j) |
| Assumed Liabilities | 2.2 |
| Bank Financing | 3.4 |
| Bankruptcy Court | Recitals |
| Bidding Procedures | 5.16 |
| Business | Recitals |
| Business-Related Taxes | 4.14(a) |
| Chapter 11 Cases | Recitals |
| Closing | 1.3 |
| Closing Cash Purchase Price | 2.4(a) |
| Closing Date | 1.3 |
| Closing Statement | 2.4(c) |
| Confidentiality Agreement | 5.2 |
| Consent Decree | 2.2(k) |
| Contract List | 5.15(b) |
| Cure Proposal | 5.15(a) |
| Cut-Off Date | 7.1(a) |
| DeMinimis Amount | 2.4(b)(ii) |
| Differences | 2.4(c)(iii) |
| Disagreement Notice | 2.4(c)(iii) |
| Due Diligence Deadline | 6.1(k) |
| Equipment | 1.1(c) |
| Environmental Liability Insurance Policy | 5.17 |
| Excluded Assets | 1.2 |
| Excluded Contracts | 1.2(d) |
| Excluded Environmental Liabilities | 2.3(i) |
| Excluded Liability | 2.3 |
| Final Cash Purchase Price | 2.4(d) |
| Final Closing Statement | 2.4(c)(iv) |
| Financing Commitments | 3.4 |
| Good Faith Deposit | 2.7(a) |
| Immediately Available Funds | 2.1 |
| Initial Cash Purchase Price | 2.1 |
| Intellectual Property Assets | 1.1(m) |
| Inventory | 1.1(a) |
| Marked Materials | 5.6 |
| Material Contracts | 4.9(a) |
| Excluded Names | 1.02(i) |
| Net Working Capital | 2.4(d) |
| Plans | 4.8 |
| Post-Petition Warranty Liabilities | 2.2(d) |
| Prepaid Expenses | 1.1(d) |
| Products Liability | 4.12 |
| Proprietary Information | 1.1(p) |
| Purchaser | Preamble |
| Purchaser Required Consents | 3.3 |
| Real Property | 1.1(o) |
| Retention Payments | 2.2(i) |

| | |
|---|------------|
| Review Period | 2.4(c)(ii) |
| Sales Taxes | 2.5 |
| Seller | Preamble |
| Seller Critical Vendor Payments | 2.2(d) |
| Seller Environmental Insurance Policy Premium | 5.17 |
| Seller Required Consents | 4.10 |
| Target Working Capital | 2.4(a) |
| Tax Exempt Use Property | 4.14(d) |
| Transferred Employees | 5.7(c) |
| WARN | 5.4 |

[signature page follows]

Purchaser and Seller have caused this Asset Purchase Agreement to be duly executed as of the date first set forth above.

PURCHASER:

LBC ACQUISITIONS, LLC

By: Tom M. Jr.
Its: Chairman

SELLER:

LEE BRASS COMPANY

By: JBA McWilliams
Its: Treasurer

525604

Schedule 1.1(d)

Prepaid Expenses

| | | |
|--------|---|-----------|
| 142002 | Prepaid – DataFlow Service Maintenance | 30,994.65 |
| 142002 | Prepaid – Trio Support Agreement | 1,500.00 |
| | Prepaid – Environmental Trust Fund Escrow | 48,253.00 |

Schedule 1.1(j)

Assumed Contracts

To be negotiated.

1. See Attached Schedule – Executory Contracts
2. Post-petition Agreements to be identified, if any.

ATTACHMENT TO SCHEDULES 1.1(j) and 4.9

| ID | Dollar Name | Case Number / Name | Address | City | State | Zip Code | Description of Contract |
|----|-------------------|---|---|--------------------------------|----------------|-------------------------|---|
| 1 | Lee Brass Company | 04-48524 Elkhart Products/Albersta Utility Service Co Inc | 1901 South Avenue North 1265 Oak Street P.O. Box 1354 | Birmingham Elkhart Perky | AL IN GA | 48118 46518 31068 | Joint Defense Agreement Supply Agreement with Elkhart Products Water Cooling Lower Maintenance - Annual |
| 2 | | | P.O. Box 2139 | Adelphi | TX | 75001 | Leased Copiers & Printers - Annual |
| 3 | | | 2200 Riverchase Cir, Ste 803 P.O. Box 1847 | Houston Armon | TX AL | 75004 35202 | Server Donair - Annual Internet Svcs - Annual |
| 4 | | | P.O. Box 1847 | Prichard | AL | 36052 | Garbage Disposal - Services Agreement |
| 5 | | | P.O. Box 78766 | Prichard | AL | 36052 | Temporary Employee Service Agreement |
| 6 | | | 1805 C Wilmer Ave | Anniston | AL | 36201 | Temporary Employee Service Agreement |
| 7 | | | 2809 W. Mail Dr | Florence | AL | 36606 | Environmental Consulting |
| 8 | | | P.O. Box 451 | Tusculum | AL | 35674 | Security Guard Services |
| 9 | | | 217 W. 19th St. | Anniston | AL | 36201 | Jeolerial Services |
| 10 | | | 1177 Bellvue Rd | Copell | TX | 75018 | Blank Support for repair of network printers - Annual |
| 11 | | | 6970 Greenwood Pkwy | Bessemer | AL | 35892 | Uniform Svcs |
| 12 | | | 719 Bridge Ave | Shelby | CT | 06484 | Main Agreement for Alumin Absorption- Metals Analysis |
| 13 | | | 468 Somerset Rd | Troy | PA | 19033 | Water Treatment Contract - Cooling Towers |
| 14 | | | P.O. Box 321097 | Birmingham | AL | 35292 | Service Contract for Time Clocks - Annual |
| 15 | | | 3795 Oak Drive | Naperville | GA | 30083 | Maintenance contract for multi phone systems - Myethly |
| 16 | | | 18700 Von Karman, Ste #1000 | Chico | CA | 95926 | Manufacturing Software Maintenance - Annual |
| 17 | | | 6688 Kilmar Rd, 2nd Floor | Mississippi | CA | 92552 | Unix support - Annual |
| 18 | | | 13341 E. Cornell Ave, #18 | Aurora | CO | 80014 | Part of Ecor maintenance - Resizing tool - Annual |
| 19 | | | 401 S. Quebard Ave | Anniston | AL | 36201 | Copy lease - currently month-to-month lease |
| 20 | | | 1400 Commerce Blvd, Ste 3 | Anniston | AL | 36201 | Consignment agreement for pig supplies - Annual |
| 21 | | | 192 Wiggins Street | Subsidiary | AL | 35892 | Blanket PO for cut-off waste - Annual |
| 22 | | | P.O. Box 639 | Patterson | CA | 95762 | Consignment agreement for raw material - Annual |
| 23 | | | 28500 Alexander Rd | Berford | CH | 44146 | Consignment agreement for raw material - Annual |
| 24 | | | 1000 Access Rd N/S 108016 | Pascagoula | MS | 39567 | Distributorship Agreement - Annual |
| 25 | | | One Highways Way | Orlando | FL | 32805 | Confidentiality/Rebate/Multilar Agreement - Annual |
| 26 | | | 605 Bounty Line Road | Elmhurst | IL | 60126 | Distributorship Agreement - Annual |
| 27 | | | 2001 Paralels Street | Evanston | IL | 60201 | Distributorship Agreement - Annual |
| 28 | | | P.O. Box 1393 | Valrico | FL | 35594 | Manufacturer Representative Agreement - Annual |
| 29 | | | 7644 Patis Road | Swainland | AL | 36571 | Manufacturer Representative Agreement - Annual |
| 30 | | | 2501 Queenstown Road | Enterprise | AL | 36217 | Manufacturer Representative Agreement - Annual |
| 31 | | | 2448 Mosside Blvd, Ste A3 | Monteville | PA | 15118 | Manufacturer Representative Agreement - Annual |
| 32 | | | 10207 Rising Smoke Ln | Austin | TX | 78756 | Manufacturer Representative Agreement - Annual |
| 33 | | | P.O. Box 630642 | Birmingham | AL | 35283 | Settlement Agreement |
| 34 | | | P.O. Box 630642 | Birmingham | AL | 35283 | Settlement Agreement |
| 35 | | | P.O. Box 630642 | Birmingham | AL | 35283 | Settlement Agreement and Release |
| 36 | | | P.O. Box 630642 | Birmingham | AL | 35283 | Settlement Agreement and Release |
| 37 | | | P.O. Box 630642 | Birmingham | AL | 35283 | Settlement Agreement and Release |
| 38 | | | P.O. Box 630642 | Birmingham | AL | 35283 | Settlement Agreement and Release |
| 39 | | | P.O. Box 630642 | Birmingham | AL | 35283 | Settlement Agreement and Release |
| 40 | | | P.O. Box 630642 | Birmingham | AL | 35283 | Settlement Agreement and Release |
| 41 | | | P.O. Box 630642 | Birmingham | AL | 35283 | Settlement Agreement and Release |
| 42 | | | P.O. Box 630642 | Birmingham | AL | 35283 | Settlement Agreement and Release |
| 43 | | | P.O. Box 630642 | Birmingham | AL | 35283 | Settlement Agreement and Release |
| 44 | | | P.O. Box 630642 | Birmingham | AL | 35283 | Settlement Agreement and Release |
| 45 | | | 2 Riverchase Ridge, Suite 203 | Birmingham | AL | 35244 | Stop Loss Policy |
| 46 | | | 14673 Highway Road, Suite 23 | Madison | TX | 75001 | Stop Loss Policy |
| 47 | | | 175 Water Street | New York | NY | 10038 | Pollution Liability Policy |
| 48 | | | 740 East Wisconsin Ave | Milwaukee | WI | 53033 | Life Insurance Policy - Edwin Horfoco |
| 49 | | | 121 Royal Street | Canton | MA | 02021 | Life Insurance Policy - Dawn Rantice & Leona Rantice |
| 50 | | | 450 Riverchase Parkway East | Birmingham | AL | 35244 | Administrative Services Agreement |

Schedule 1.1(k)

Motor Vehicles

1996 Chevrolet C1500 Suburban, Vehicle Identification No. 16NEC16R7TJ305249
2001 Ford F150 Truck, Vehicle Identification No. 1FTZf17261NA25380

[There is a 1984 Ford F150 Truck that is only driven around the plant – no tags. Estimated worth: \$100.]

Schedule 1.1(l)

Improvements and Construction in Progress

| Projects: | Approved | Paid as of 4-21-05 | |
|--------------------------|-----------|--------------------|-----|
| LB05-002 Roof Repair | \$120,000 | \$59,916 | 5/1 |
| LB05-003 Shipping Canopy | \$19,231 | \$ 9,500 | 5/1 |
| LB05-004 Sinto Mold Car | \$ 64,750 | \$62,750 | 7/4 |

Schedule 1.2(d) to Asset Purchase Agreement

Tim
QAM

EXCLUDED CONTRACTS

| Third Party to Contract | Contract Description |
|---|--|
| *Roger West | Real Property Option Agreement |
| *Chevron USA | Oil, Gas and Mineral Lease Agreement |
| *Industrial Development Board of the City of Anniston, Alabama | Lease Agreement |
| Maynard Cooper & Gale | Joint Defense Agreement |
| ENSR | Environmental Consulting |
| Dynamic Security, Inc. | Security Guard Services |
| Opportunity Center-Easter Seal | Janitorial Services |
| Cintas | Uniform Services |
| GE Betz | Water Treatment Contract – Cooling Towers |
| Avaya | Maintenance Contract for main phone system |
| ABS Office Systems | Copier Lease |
| Complete Packaging | Consignment agreement for pkg supplies |
| Gadsden Industrial Distributors, Inc. | Blanket PO for cut-off-wheels |
| Tone & Associates, Inc. | Manufacturer Representative Agreement |
| Gigilo, Riddle & Associates, Inc. | Manufacturer Representative Agreement |
| Williams & Associates, Inc. | Manufacturer Representative Agreement |
| Output Sales Corp. | Manufacturer Representative Agreement |
| John Holloway & Associates | Manufacturer Representative Agreement |
| Delwin Renfroe | Settlement Agreement |
| Delwin Renfroe | LBC Seller Settlement Agreement and Release |
| Delwin Renfroe | Consulting and Non-competition Agreement |
| Jonathan Garlick | LBC Seller Settlement Agreement and Release |
| Edward Gearhart | LBC Seller Settlement Agreement and Release |
| Donald Johnson | LBC Seller Settlement Agreement and Release |
| Wesley Thompson | LBC Seller Settlement Agreement and Release |
| James Ward | LBC Seller Settlement Agreement and Release |
| Lloyd's of London | Stop Loss Policy |
| Insurance Mass Marketing Systems, Inc. | Stop Loss Policy |
| Northwestern Mutual | Life Insurance Policy – Delwin Renfroe |
| Boston Mutual | Life Insurance Policy – Delwin Renfroe & Leona Renfroe |
| Blue Cross/Blue Shield of Alabama | Administrative Services Agreement |
| Morrison & Foerster | Engagement Letter |
| Any other contract not expressly assumed by Purchaser pursuant to an order of the Bankruptcy Court. | |

* To the extent that these contracts are in effect.

Schedule 1.2(h)

Excluded Names

None.

Schedule 1.2(j)

Other Excluded Assets

1. Prepaid Pollution Insurance 47,589
2. Workers' Compensation Deposit 155,795
3. Cash Surrender Value Life Insurance 31,918
4. Alabama Gas Deposit 60,000
5. Prepaid Pension Expense 662,235
6. All inventory of Elkhart Products Corporation maintained at Lee Brass.
7. Consigned inventory of raw materials of I. Schumann, WJ Bullock and Federal Metals.

Schedule 2.2(d)

Assumed Pre-Filing Payables

The accounts payable to critical vendors arising as of the filing date of the Chapter 11 Cases.

| | |
|----------------|--------------|
| I Schumann | \$289,763.66 |
| WJ Bullock | \$367,898.85 |
| Federal Metal | \$185,416.08 |
| Penn Precision | \$ 77,763.98 |

Schedule 2.2(i)

Retention Payments

1. Key Employment Retention Program - David Smith, Operations Manager, Lee Brass.

Schedule 2.4(c)(iv)

Form of Final Statement

The form of the "Final Closing Statement."

Lee Brass Company
Working Capital Calculation
As of 01/30/05 and 03/27/05
\$ in thousands

| | <u>As of</u> <u>01/30/2005</u> | <u>As of</u> <u>03/27/2005</u> | |
|---------------------------|-----------------------------------|-----------------------------------|-------|
| Accounts Receivable | 2,363 | 2,298 | |
| Inventory | 2,647 | 2,502 | |
| Total Current Assets | A 5,010 | 4,800 | |
| | | | |
| Post-Petition | 130 | 368 | |
| Critical Vendors | 886 | 621 | |
| Accounts Payable | 1,016 | 989 | |
| | | | |
| Accrued Wages | 127 | 103 | |
| Accrued Holiday | - | 21 | |
| Accrued Vacation | 23 | 61 | |
| Accrued Commissions | 13 | 13 | |
| Employee Withholding | - | 3 | |
| Employee W/H Healthcare | 1 | 2 | |
| Account | | | |
| Accrued Summer Shutdown | 12 | 16 | |
| Accrued Utilities | 176 | 122 | |
| Accrued Other Expenses | 3 | 4 | |
| Accrued Expenses | 355 | 345 | |
| | | | |
| Total Current Liabilities | B 1,371 | 1,334 | |
| | | | |
| Working Capital (A - B) | 3,639 | 3,466 | (173) |

Schedule 2.4(e)

Net Working Capital Calculation

See Schedule 2.4 (c)(iv).

Schedule 3.3

Purchaser Required Consents

[The execution and delivery of this Agreement by Purchaser and the consummation of the transactions contemplated by this Agreement by Purchaser (i) do not require the consent, approval or action of, or any filing with or notice to, any Person or Government Unit, except as specified in Schedule 3.3 (the "Purchaser Required Consents").]

Schedule 4.1

Foreign Jurisdiction Qualifications

Texas
Alabama

Schedule 4.1(c)

Equity Interests

None.

Schedule 4.2

Material Breaches

None.

Schedule 4.3(a)

Exceptions to Marketable Title to Acquired Assets

None.

Schedule 4.4

Pre-closing Balance Sheet Exceptions to GAAP

No Exceptions

Schedule 4.5

Real Property

1. Seller is, or at the Closing will be, the owner of good and insurable fee title to the Real Property, free and clear of all Liens;

No exceptions.

2. Seller does not own or hold, and is not obligated under or a party to, any option, right of first refusal or other contractual right to purchase, acquire, sell or dispose of any of the Real Property or any portion thereof or interest therein; and

On October 5, 2002, Roger West ("West") and Lee Brass signed an option open for 45 days to purchase approximately 10 acres with building and contents in the Northwest corner of the Lee Brass property. (See Attached Option.) As of May 7, 2004, West claimed the option was still open; Amcast contends that West never timely exercised his option and did not sign an enforceable contract to purchase. West has not responded to Amcast's request for additional information.

3. Seller is in compliance with the Consent Decree and any other administrative order issued by a Governmental Unit.

No exceptions.

Real Property Description attached.

Exhibit "A"

The following described parcel of land situated in Calhoun County, Alabama, outside the corporation limits of any incorporated municipality.

All that part of the SW 1/4 of Section 22, Township 16 South, Range 8 East, lying North of the Southern Railways System right of way and West of Golden Springs Road, being more particularly described as follows:

Part of the SW 1/4 of Section 22, Township 16 South, Range 8 East, lying North of the Southern Railways System Right of Way and West of Golden Springs Road; being more particularly described as follows: Beginning at the Northwest corner of said SW 1/4; thence North 89 degrees 46 min. East along the North line of said quarter 2638.20 ft. to the Northeast corner of same; said corner lying within the Observed Right of Way of Golden Springs Road; thence South 0 degrees 03 min. East along the East line of said quarter 2287.29 ft. to the intersection of said East line with the North Right of Way line of Southern Railways System Right of Way; thence Westerly along said North ROW line as follows: South 79 degrees 22 min. West a chord length of 178.84 ft.; South 82 degrees 19 min. West a chord length of 209.58 ft.; South 85 degrees 43 min. West 242.16 ft.; South 88 degrees 32 min. West a chord length of 190.12 ft.; South 88 degrees 05 min. West a chord length of 219.68 ft.; North 85 degrees 20 min. West a chord length of 282.16 ft.; North 85 degrees 06 min. West a chord length of 663.20 ft.; North 85 degrees 05 min. West a chord length of 650.15 ft.; to the intersection of said North ROW line with the West line of said quarter; thence North 0 degrees 24 min. West along said West line of said quarter 2219.17 ft. to the point of beginning.

LESS & EXCEPT: The property conveyed by Lee Brothers Foundry Company to Southern Natural Gas Company, by deed dated October 24, 1950, recorded in the Office aforesaid in Book 692, page 472, said property being, to-wit:

Commencing at the described Southeast corner of the SW 1/4, Section 22, Township 16 South, Range 8 East; thence Westerly along the South line of said Section 370.30 feet; thence Northerly with a right deflection of 89 degrees 07 minutes 829.20 feet to the true point of beginning of the hereafter described parcel; thence North 88 degrees 50 minutes, 44 seconds East 99.94 feet; thence South 01 degrees 00 minutes 45 seconds East 99.91 feet; thence South 88 degrees 51 minutes 25 seconds West 99.94 feet; thence North 01 degrees 00 minutes 36 seconds West 99.89 feet to the true point of beginning.

ATTACHMENT TO SCHEDULE 4.5

Schedule 4.6

Intellectual Property

1. A true, correct and complete list of all of the Intellectual Property Seller owns or has, or at the Closing will own or have, the right to use each Intellectual Property Asset owned or used by Seller pursuant to a valid license, sublicense or other agreement, free and clear of all Liens, and (ii) to Seller's Knowledge, Seller has the unrestricted right (subject to any such license or sublicense terms, if applicable) to sell, license or sublicense all Intellectual Property Assets;

No exceptions

2. To Seller's Knowledge, none of Seller's Intellectual Property Assets or Proprietary Information or any products or services of the Business infringe upon, misappropriate or otherwise violate in any respect the legally enforceable rights of any other Person; and

No exceptions

3. To Seller's Knowledge, no Person is infringing upon or otherwise violating any rights with respect to the Intellectual Property Assets or the Proprietary Information of Seller.

No exceptions

No intellectual property; however "Lee" appears on all castings manufactured at the plant and "Hays" appears on residential meter bodies.

Schedule 4.7

Employee Matters

1. Business Employees whose current annual salary or annual compensation exceeds \$50,000.

David R. Smith

Scott A. Spahn (resigned 4/22/2005)

Timothy M. Welch

Fannie A. Jemison

James Trout

Jerome B. Truss

Randall W. Ball

Debbie Ferguson

2. Except as listed below, to Seller's Knowledge, there are no pending or threatened Actions against Seller with respect to the Business other than the following:

(i) with respect to any Action by any Business Employee or former Business Employee for compensation and benefits due in the ordinary course of employment or workers' compensation claims arising in the Ordinary Course of Business:

Joyce Annette Haynes, et al. v. Lee Brass Company, Case No. VC-02-69, Calhoun County, AL Circuit Court;

Cecil M. Curry v. Lee Brass Company, Case No. 2031098, Ala. Ct. of Civil Appeals; and

Tom Ackles v. Lee Brass Company, Case No. 2000-783, Etowah County, AL Circuit Court.

(ii) arising out of any applicable Law relating to employment practices or occupational or safety and health standards

Secretary of Labor v. Lee Brass Company, OSHRC Docket No. 04-1331, OSHA Review Commission, Atlanta, GA.

[There is an agreement for ongoing performance.]

(iii) arising out of any threatened labor disputes, strikes or work stoppages:

None.

(iv). with respect to any union organizing activities in process involving any of the Business Employees:

None.

3. Collective bargaining agreements to which Seller is a party and that relate to the Business.

None.

4. All Business Employees and former Business Employees and their dependents receiving health benefits, or eligible to receive health benefits, pursuant to COBRA.

Donald Aderholdt

Lulu L. Aderholdt

Betty Barker

Richard L. Bogard

Sandra K. Bogard

Harry Carter

Curtis E. Dover

Johnny H. Greenwood

Barbara L. Greenwood

Stephen J. Halmo

Charlotte Bigbee

Alice Pointer

5. Except the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will (either alone or in combination with another event) (i) result in any payment becoming due, or increase the amount of any compensation due to any Business Employee; (ii) increase any benefits otherwise payable under any Plan; (iii) result in the acceleration of the time of payment or vesting of any such compensation or benefits; or (iv) result in the payment of any amount or the provision of any benefit that could, individually or in combination with any other such payment or benefit, constitute an "excess parachute payment," as defined in Section 280G(b)(1) of the Code. Except in connection with the transactions contemplated hereby, Seller has not incurred, and will not prior to the Closing incur, any liability or obligation under WARN or the regulations promulgated thereunder, or any similar state or local law, with respect to the Business which remains unsatisfied.

None.

Schedule 4.8

Employee Benefit Plans

1. Amcast Industrial Corporation Merged Pension Plan, Parts I and J, as amended
2. Amcast Industrial Corporation 401(k) Salary Deferral Plan, as amended
3. Amcast Industrial Corporation Annual Incentive Plan
4. Deferred Compensation Agreements for Lee Brass Management
5. Employment Offer Letters to Timothy Welch, Reed Clarkson and Jerome Truss (copies attached)
6. Health/Dental Plan – Blue Cross/Blue Shield
7. Amcast Industrial Corporation Long-Term Disability Plan – Metropolitan Life
8. Amcast Industrial Corporation Group Term Life Insurance Plan - Boston Mutual
9. Amcast Industrial Corporation Voluntary Accidental Death & Dismemberment Plan – Life Insurance Company of North America
10. Amcast Industrial Corporation Dependent Care & Health Care Spending Accounts Plan
11. Vacation Policy
12. Holiday Policy
13. Tuition Reimbursement Policy
14. Policy on Compensation for Short-Term Military Training Leave and Jury Duty
15. Safety Shoe and Prescription Safety Glasses Reimbursement Policy
16. Attendance Policy
17. The Runzheimer Plan
18. Family Medical Leave Policy
19. Leave of Absence Policy
20. Funeral Pay Policy

21. Accident and Sickness Benefits

22. Relocation Policy

23. Amcast Industrial Corporation Amended and Restated 1999 Stock Incentive Plan and Related Agreements (See attached options for David R. Smith)

ATTACHMENT TO SCHEDULE 4.8

AMCAST
FLOW CONTROL

July 6, 2004

Mr. Timothy M. Welch
1137 Avalon Lane
Anniston, Alabama 36207

Dear Tim,

I am extremely pleased to formally extend an employment offer to you to join Amcast Industrial Corporation reporting into our Lee Brass Company in Anniston, Alabama. This letter confirms our intent to extend an employment offer to you as an Exempt Level 8 Sales Director, reporting directly to Vice President of Sales & Marketing, Lance Ladehoff.

Below, I have outlined the offer of employment, which is contingent upon you passing a drug screen examination. A physician within your local community may perform this examination. Lee Brass Company will reimburse any expenditure incurred in full as a result of this request.

The highlights, of this employment offer, include:

1. Your employment start date will be **Monday, July 12, 2004**.
2. Your monthly pay (excluding deductions required by law) for this position will be \$7,166.67. Future pay adjustments, if any, will be made through Lee Brass' merit increase program, which is directly tied to your individual performance and contributions.
3. You will participate in the Amcast Annual Incentive Program (AIP) at a targeted level of 20% of your base salary. The incentive program is geared towards Lee Brass Company meeting and/or exceeding its established business goals (operating income and net operating assets) on a quarterly, as well as year-end basis, with respective payouts accordingly. Your incentive eligibility will begin for fiscal year 2004 (which runs from September 1, 2003 through August 31, 2004) on July 1, 2004 providing you begin employment July 12. Thereafter fiscal year 2005, you will be processed as a full time participant at the onset of the first qualifying quarter.

RECEIVED
JUL 18 2004

Amcast Industrial Corporation

1255 Oak Street • P.O. Box 1008 • Elkhart, Indiana 46515 • 574/284-3181 • Fax: 574/286-2301

PERSONNEL DEPT.

TRADEMARK

REEL: 003405 FRAME: 0215

Page Three:

Amcast Flow Control and Lee Brass Company look forward to the contributions we feel sure you can and will make to our organization. I am certain that the Corporation will offer the level of challenge needed to provide you with a rewarding career.

If you have any questions about matters covered in this letter, please feel free to contact me at (574) 264-3181, extension 289. I am available to answer any questions you may have regarding this employment offer.

I would appreciate a written decision from you regarding our offer of employment by Friday, July 9, 2004. Responding by email (Elaine.Laux@ElkhartProducts.com) or faxing to my attention at (574) 266-2301 is satisfactory.

Sincerely,



Elaine S. Laux

Group Vice President, Human Resources
Amcast Flow Control

CC: Dan Sansone
Lance Ladehoff
Pat McLeRoy

Page Two:

4. You will be eligible for the standard benefit package, which includes the following:
- A. Ten (10) paid holidays.
 - B. ~~One (1) week of vacation after six (6) months of continual employment;~~ followed by two (2) weeks on January 1, 2005. Thereafter, all additional vacation earnings will be based upon normal standard policy. *✓ King
Pm 11/20/04*
 - C. Medical insurance coverage for you and your eligible dependants will be effective thirty days from the date of your employment. This is a contributory plan and the rates vary based upon the level of coverage selected. Insurance benefits include, but not limited to, the following:
 - 1. Non-contributory life insurance: one and one-half x base annual salary.
 - 2. Contributory supplemental life insurance (spouse and child coverage is available).
 - 3. Non-contributory long-term disability insurance.
 - 4. Dental insurance (rate based on coverage selected and on a before tax basis).
 - 5. Contributory accident, death, and dismemberment insurance: \$250,000 maximum. Spouse and child coverage available.
 - D. Upon completing six (6) months of service, you may begin contributing to our salary deferral [401(k)] program. Although Amcast is not currently matching employee contributions, future matching will be based upon company earnings.
 - E. Automatic enrollment in the Amcast's Cash Balance Pension Plan in which annual company contributions are credited to a personal account, based on service and eligible pay. Special features of this plan include the choice of a lump sum distribution or monthly payments upon retirement, in addition to no reductions to benefit pension levels for retiring before age 65 (earliest retirement eligibility is 55 years of age).

I am hopeful that the offer extended meets the needs of you and your family so that a smooth transition to the new opportunity awaiting you as Sales Director is satisfactory.



CORPORATE CENTER

September 15, 2004

REVISED

Mr. Jerome Truss
107 Eula Lane
Talladega, AL 35160

Dear Jerome:

I am extremely pleased to confirm our offer of employment as Human Resources Manager at Lee Brass Company reporting to David Smith, General Manager.

Below, I have outlined the offer of employment:

- A. Your salary will be at a rate of \$5,834 per month paid biweekly.
- B. You will participate in the Amcast Incentive Plan with a 20% target.
- C. You will be eligible for the standard vacation policy. In addition, you will be eligible for a third week of vacation beginning in 2005.
- D. You will be eligible for Lee Brass' paid holidays.
- E. One month following your employment date, you will be eligible for our comprehensive benefit program including:
 - 1. Life insurance
 - 2. Dental insurance
 - 3. Comprehensive health care program
 - 4. Spending accounts
 - 5. Cash Balance Pension Plan
- F. Upon completing six (6) months' service, you may begin contributing to our salary deferral (401(k)) program.
- G. This offer is contingent upon your passing our standard pre-employment physical examination and drug screening.

Ms. Jerome Truss
Page 2
September 15, 2004 (Revised)

Jerome, congratulations on your offer. If you have any questions or need clarification, please call me.

All of us at Amcast look forward to the contribution we feel sure you will make to our organization. I feel certain that Amcast Industrial Corporation will offer you the level of challenge needed to provide you with a rewarding career.

Best regards,

William H. Higley
William H. Higley
Director, Staffing and Development

jjf
Attachments
cc: David R. Smith

Accepted: _____
Jerome Truss

Date: _____

(Please return the signed letter with your acceptance)

Lee Brass Company

A unit of **AMCAST**

April 15, 2005

Mr. Reed E. Clarkson
508 Hillier High Road
Anniston, Alabama 36207

Dear Reed,

I am extremely pleased to confirm our offer of employment as Material Manager at Lee Brass Company, a unit of Amcast Industrial Corporation. This position will report to the General Manager, David Smith.

Below, I have outlined the offer of employment we discussed.

1. Your salary will be at the annual rate of \$67,500 paid biweekly.
2. You will be eligible for three weeks vacation.
3. You will be eligible for Lee Brass paid holidays.
4. One month following your employment date, you will be eligible for our comprehensive benefit program, which includes
 - * Life insurance
 - * Comprehensive health care program
 - * Flex spending accounts
 - * Dental insurance
5. Upon completing six- (6) months' service, you may begin contributing to our salary deferral (401k) program.

This offer is contingent upon your passing our standard pre-employment physical examination and drug screening. Your physical has been scheduled for Wednesday, April 20, 2005 at Southern Family Practice of Anniston at 256-236-9400.

Congratulations on this offer of employment. All of us at Lee Brass look forward to the contribution we feel sure you will make to our organization.

Sincerely,

Jerome B. Truss
Manager Human Resources

P. O. Box 1229 • Anniston, Alabama 36202-1229 • Tel. 256-831-2501 • Fax 256-835-7382

Optionee Statement

Amcast Industrial Corporation

Exercisable as of 04/28/2005

David R. Smith
71 Shady Lane
Anniston, AL 36201

SSN 421-78-8816

| Grant Date | Expiration Date | Plan ID | Grant Type | Options Granted or Transferred To | Option Price | Options/Date Transferred Out | Options Outstanding | Options Exercisable | |
|------------------------|-----------------|---------|---------------|-----------------------------------|--------------|------------------------------|---------------------|---------------------|---------|
| 05/27/1998 | 05/26/200889 | | Incentive | 500 | \$22.0313 | | 500 | 500 | current |
| 08/25/1999 | 08/24/200999 | | Incentive | 500 | \$17.4375 | | 500 | 500 | current |
| 08/31/2000 | 08/30/201099 | | Incentive | 500 | \$11.8125 | | 500 | 500 | current |
| 08/22/2001 | 08/21/200899 | | Non-Qualified | 3,000 | \$6.4900 | | 3,000 | 3,000 | current |
| 08/20/2002 | 08/19/200799 | | Incentive | 2,000 | \$3.5250 | | 2,000 | 2,000 | current |
| Optionee Totals | | | | 6,500 | | | 6,500 | 6,500 | |

ATTACHMENT TO SCHEDULE 4.8

TRADEMARK
REEL: 003405 FRAME: 0221

Schedule 4.9

Material Contracts

1. See Attached Schedule – Executory Contracts
2. Post-Petition Agreements
 - (a) Equipment Lease Agreement between Lee Brass Company and ABS Business Systems, Inc.
 - (b) Additional agreements to be identified, if any.

Schedule 4.10

Required Consents

[Bank Consents]

Schedule 4.11

Liabilities

Reserves were recorded at the parent corporation level as set forth below:

1. Litigation Reserve 50,000
2. Environmental Reserve 478,000

Schedule 4.12

Products Liability Actions

1. *Johns Manville Corporation* – manufacturing plant fire on May 16, 2003. Johns Manville alleges pipe fitting might have caused fire. No lawsuit yet filed.
2. *Allstate Insurance and Mercy Herr* – subrogation claim for property damage allegedly caused by a pipe leak on October 1, 2004. (Liability undetermined.)
3. *Safeco Insurance and Ann and Mills Coleman* – subrogation claim for damage allegedly caused by a defective shut-off valve. (Liability undetermined.)

Schedule 4.13

Litigation

1. *Solutia Inc., et al. v. Amcast Industrial Corporation, et al.*, Case no. 03-PWG-1345-E, U.S. Dist. Ct. (N.D. Ala.)
2. *Cecil M. Curry v. Lee Brass Company*, Case No. 2031098, Ala. Ct. of Civil Appeals.
3. *Computrex v. Lee Brass Company*, Case No. 01-53755, U.S. Bankr. Ct. (E.D. KY), Lexington Division.
4. *Joyce Annette Haynes, et al. v. Lee Brass Company*, Case No. VC-02-69, Calhoun County, AL Circuit Court.
5. *Secretary of Labor v. Lee Brass Company*, OSHRC Docket No. 04-1331, OSHA Review Commission, Atlanta, GA.
6. *Tom Ackles v. Lee Brass Company*, Case No. 2000-783, Etowah County, AL Circuit Court.
7. *Private Parties*, Case No. CV-03-PWG-1345-E (N.D. Ala.)
8. *USEPA Region IV and Alabama Department of Environmental Management v. Lee Brass Company*, in re Consent Decree.

Schedule 4.14

Taxes

Extensions:

| | |
|-----------------------|---------------|
| Ohio Franchise Tax | June 15, 2005 |
| Alabama Privilege Tax | June 15, 2005 |

Schedule 4.15

Licenses

1. City of Anniston – 2005 Business License No. 2005002028
Issued: 1/28/2005
Expires: 12/31/2005
2. State of Alabama Business license No. 752
Issued: 10/14/2004
Expires: 9/30/2005
3. ADEM Water Supply Permit No. 99-618
Issued: 3/4/1999
Effective: 3/10/1999
Expires: 12/1/2005
4. ADEM Major Source Operating Permit (Air)
Issued: 8/28/2001
Expires: 8/27/2006
5. ADEM State Indirect Discharge Permit No. IU-35-08-000042 (Wastewater)
Issued: 4/20/2005
Effective: 5/1/2005
Expires: 4/20/2010
6. ADEM National Pollutant Discharge Elimination System Permit No. AL0003166 (Stormwater)
Issued: 2/22/2001
Effective: 3/1/2001
Expires: 2/28/2006

Schedule 4.16

Exceptions to Compliance with Laws

No exceptions.

Schedule 4.17

Receivables

No Exceptions

Schedule 5.16

Bidding Procedures

SCHEDULE 5.16

BIDDING PROCEDURES¹

Initial Requirements

Unless otherwise ordered by the Bankruptcy Court for cause shown or as may be modified at any time or from time to time by Seller, to participate in the bidding process, each Person (a "Potential Bidder") must deliver (unless previously delivered) to Seller (a) an executed confidentiality agreement in form and substance satisfactory to Seller, (b) adequate financial statements (to Seller's satisfaction) of the Potential Bidder, and (c) a preliminary (non-binding) proposal regarding (i) the purchase price range, (ii) the structure and financing of the transaction (including sources of financing), (iii) any additional conditions to closing that it may wish to impose, and (iv) the nature and extent of additional due diligence it may wish to conduct. A "Qualified Bidder" is a Potential Bidder (a) that delivers to Seller the documents described above on or before the date that is four (4) Business Days (or such other number of days determined by Seller) before the Bid Deadline (defined below), (b) whose financial information demonstrates, to Seller's satisfaction, the financial capability of the Potential Bidder to consummate the purchase of the Acquired Assets, and (c) that Seller determines, after consultation, if, where and as appropriate, with the Creditors Committee and the Banks, is reasonably likely (based on availability of financing, experience and other considerations) to be able to consummate a purchase of the Acquired Assets. The Banks shall only have the right in their sole discretion to exercise their right to assert a credit bid pursuant to Section 363(k) at the Auction, in the event either (i) the Purchaser and Seller have amended the APA to reduce the Initial Cash Purchase Price (as defined in the APA) to less than \$5 million or to reduce the Assumed Liabilities provided for in the APA, or (ii) a Qualified Bid is made by a Qualified Bidder other than the Purchaser at the Auction. The foregoing notwithstanding, Purchaser is deemed to be a Qualified Bidder.

Information and Due Diligence

Within two (2) Business Days after the Potential Bidder delivers all of the materials required above, Seller shall notify that Potential Bidder in writing whether the Potential Bidder is a Qualified Bidder. Neither Seller nor any of its Affiliates (or any of their respective Representatives) are obligated to furnish any information relating to Seller to any Person other than a Qualified Bidder. If any Qualified Bidder receives any written information not theretofore provided to Purchaser or any other Qualified Bidders, Seller shall forthwith provide Purchaser and the other Qualified Bidders with such information.

¹ Capitalized terms used herein but not otherwise defined herein shall have the meaning assigned thereto in the Asset Purchase Agreement, dated as of [_____, 2005], by and among Morris Capital Management, LLC ("Purchaser"), and Lee Brass Company ("Seller") (the "APA"), to which this Schedule is attached.

Bid Deadline and Bid Requirement

All bids ("Bids") must be submitted to (a) the financial advisor to Seller, Glass & Associates, Inc., c/o Amcast Industrial Corporation, 7887 Washington Village Drive, Dayton, Ohio 45459-3959, Attention: Jeffrey J. Lewis, and (b) counsel for Seller, Thompson Hine LLP, 312 Walnut Street, Suite 1400, Cincinnati, Ohio 45202-4089, Attention: Louis F. Solimine, Esq. and Frank D. Chaiken, Esq., not later than 5:00 p.m., prevailing eastern time on [_____, 2005] or such other date as agreed to by Seller and Purchaser (the "Bid Deadline"). A Bid is a letter from a Qualified Bidder stating that (a) the Qualified Bidder offers to purchase the Acquired Assets upon the terms and conditions no less favorable to Seller than those set forth in the APA, marked to show any amendments or modifications (the "Marked APA"), including as to price, any escrow, indemnities, and time of closing that the Qualified Bidder proposes, or through such other alternative structure on such different or additional terms as appropriate for such transaction (which terms and conditions shall be no less favorable to Seller than the terms and conditions contained in the APA), and (b) the Qualified Bidder's offer is irrevocable until the "Bid Termination Date," which date shall be the earliest of (i) the closing of a purchase of the Acquired Assets, (ii) 20 days after the sale hearing date, (iii) the date Seller withdraws all (or a material portion of) the Acquired Assets from the sales process, and (iv) [_____, 2005].

By submitting a Bid, each Qualified Bidder shall be deemed to have agreed to be bound by these bidding procedures and to have acknowledged and represented that (a) it has had an opportunity to inspect and examine the Acquired Assets and to conduct any and all due diligence regarding the Acquired Assets before making its Bid, (b) it has relied solely upon its own independent review, investigation and/or inspection of any documents and the Acquired Assets in making its Bid, and (c) it has not relied upon any written or oral statements, representations, warranties, promises or guaranties whatsoever, whether express, implied or by operation of law or otherwise, regarding any of the Acquired Assets, or the completeness of any information provided in connection with its possible purchase of the Acquired Assets, except as expressly stated in the definitive asset purchase agreement executed by Seller and such Qualified Bidder.

Good Faith Deposit

A Qualified Bidder shall accompany its Bid with a good faith deposit (the "Good Faith Deposit") in an amount equal to \$500,000. The Good Faith Deposit shall be made/delivered by (a) wire transfer to the account of an escrow agent selected by Seller (the "Escrow Agent"), pursuant to instructions and an escrow agreement prepared by Seller (which shall be provided to the Qualified Bidder upon request), or (b) issuance, by a bank having capital of at least \$100 million, of an irrevocable letter of credit for the benefit of Seller in a form satisfactory to Seller in all respects. A Qualified Bidder's Good Faith Deposit, together with any interest earned thereon, shall be (i) returned to that Qualified Bidder whose Bid is not accepted by Seller by the Bid Termination Date, or (ii) retained by Seller (in addition to all other rights and remedies Seller may have) if the Qualified Bidder is the successful Bidder at the Auction but fails to consummate the transaction because of a breach or failure on the part of the Qualified Bidder.

Qualified Bid

Seller shall consider a Bid only if the Bid (a) provides for an all cash purchase price of not less than the sum of \$200,000 plus the Closing Cash Purchase Price, (b) is on terms that are not materially more burdensome to Seller than the terms of the APA, (c) is not conditioned on obtaining financing or on the outcome of unperformed due diligence by the Qualified Bidder, (d) does not request or entitle the Qualified Bidder to any break-up or topping fee, termination fee, expense reimbursement or similar type of payment, and (e) and the Bid is accompanied by satisfactory evidence of committed financing or other evidence of the Bidder's ability to perform. A Bid will be valued based upon factors such as (a) the amount of the Qualified Bid, (b) the amount of Seller's liabilities to be assumed, and (c) the net value provided to Seller. A Bid received from a Qualified Bidder that satisfies the above requirements is a "Qualified Bid." The foregoing notwithstanding, the APA shall constitute a Qualified Bid without the necessity of any further acts, submissions or deliveries by Purchaser or its Affiliates. Immediately upon receipt, Seller shall provide copies of all Qualified Bids to (a) Purchaser, (b) any other Qualified Bidders that have submitted Qualified Bids, (c) the Banks, and (d) the Creditors Committee.

Auction, Bidding Increments, and Bids Remaining Open

If Seller receives one or more Qualified Bids in addition to the APA, Seller shall conduct an open bid auction (the "Auction") at the offices of Thompson Hine LLP, 10 West Second Street, 2000 Courthouse Plaza, N.E., Dayton, Ohio 45402-1758 on [_____] , 2005, beginning at 10:00 a.m. prevailing eastern time or such other place and/or time as Seller shall notify all Qualified Bidders who have submitted Qualified Bids. Only Representatives of Purchaser, Seller, the Creditors Committee, the Banks, and any other Qualified Bidders who have timely submitted Qualified Bids shall be entitled to attend the Auction, and only Purchaser and such other Qualified Bidders shall be entitled to make any additional bids at the Auction. The opening bid at the Auction shall not be less than \$100,000 greater than the highest Qualified Bid. All offers subsequent to the opening bid at the Auction must exceed the prior offer by not less than \$50,000. Bidding at the Auction will continue until each Qualified Bidder has been provided the opportunity, as determined by Seller, to submit its highest or best Qualified Bid. A court reporter shall make a record of the open bidding at the Auction as it occurs. Seller, the Creditors Committee and/or the Banks, however, may conduct separate or joint discussions with any Qualified Bidder in private and not on the record of such proceeding.

Upon conclusion of the Auction, Seller, in consultation, if, where and as appropriate, with the Creditors Committee and the Banks, shall select the Qualified Bid that Seller determines is the highest and best Bid, taking into account all relevant factors, including its financial and contractual terms and the factors relevant to the sale process, including those factors affecting the speed and certainty of consummating the sale with respect to the Acquired Assets, and shall submit such highest or otherwise best Bid for approval by the Bankruptcy Court at the sale hearing to be held on _____, 2005. Qualified Bids submitted by the Bid Deadline as modified by a Qualified Bidder at the Auction shall remain open and irrevocable until the Bid Termination Date. Upon failure to consummate the transaction because of a breach or failure on the part of the successful Qualified Bidder, Seller may select in their business judgment the next highest or otherwise best Qualified Bid and may consummate the contemplated transaction with

the Qualified Bidder who submitted such Qualified Bid without further order of the Court. If Seller does not receive any competing offers, Seller shall report the same to the Bankruptcy Court and, upon appropriate order, consummate the transaction contemplated by the APA in accordance with the terms set forth in the APA and such court order.

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