

JPMORGAN CHASE BANK, N.A.  
383 Madison Avenue  
New York, NY 10179

CONFIDENTIAL  
January 29, 2025

American Axle & Manufacturing Holdings, Inc.  
American Axle & Manufacturing, Inc.  
One Dauch Drive  
Detroit, Michigan 48211  
Attention: Shannon J. Curry, Treasurer

Engagement and Syndication Letter

Ladies and Gentlemen:

American Axle & Manufacturing Holdings, Inc., a Delaware corporation (“Holdings”), and American Axle & Manufacturing, Inc., a Delaware corporation (the “Borrower”, and together with Holdings, “you”) have advised JPMorgan Chase Bank, N.A. (“JPMorgan”, and together with each person that becomes a party hereto as an additional “Commitment Party” pursuant to Section 1 hereof, the “Commitment Parties”, “we” or “us”) that (a) the Parent intends to acquire (the “Acquisition”) all of the outstanding equity interests of Dowlais Group plc, a company under the laws of England and Wales with registered number 14591224 (the “Target”, and together with its subsidiaries, the “Target Group”), pursuant to a Scheme or an Offer (each as defined in the Backstop Credit Agreement (as defined below)), (b) in connection therewith, you intend to obtain (x) a senior secured first lien revolving credit facility in an aggregate principal amount of up to \$1,250,000,000 (the “Backstop Revolving Facility”), (y) a senior secured first lien term loan A facility in an aggregate principal amount of up to \$484,250,000 (the “Backstop TLA Facility”) and (z) a senior secured first lien term loan B facility in an aggregate principal amount of \$1,491,000,000 (the “Backstop TLB Facility” and, together with the Backstop TLA Facility, the “Backstop Term Facilities”; the Backstop Term Facilities together with the Backstop Revolving Facility, the “Backstop Facilities”), in each case pursuant to the Credit Agreement dated as of January 29, 2025 (as amended, restated, supplemented or otherwise modified from time to time, the “Backstop Credit Agreement”), among the Borrower, the Parent, the lenders from time to time party thereto and JPMorgan, as administrative agent, (c) the Borrower will either (i) issue up to \$843,000,000 in aggregate principal amount of senior secured first lien notes (the “First Lien Notes”) in a rule 144A or other private placement or (ii) if and to the extent the Borrower does not issue \$843,000,000 in aggregate principal amount of First Lien Notes on or prior to the Closing Date (as defined below), borrow up to \$843,000,000, less the gross cash proceeds from the issuance of First Lien Notes, if any, in an aggregate principal amount of first lien bridge loans (the “First Lien Bridge Loans”) under senior secured first lien bridge facility (the “First Lien Bridge Facility”) pursuant to the First Lien Bridge Credit Agreement dated as of January 29, 2025 (the “First Lien Bridge Credit Agreement”) and (d) the Borrower will either (i) issue up to \$500,000,000 in aggregate principal amount of senior secured second lien notes (the “Second Lien Notes” and, together with the First Lien Notes, the “Secured

Notes”) in a rule 144A or other private placement or (ii) if and to the extent the Borrower does not issue \$500,000,000 in aggregate principal amount of Second Lien Notes on or prior to the Closing Date, borrow up to \$500,000,000, less the gross cash proceeds from the issuance of Second Lien Notes, if any, in an aggregate principal amount of second lien bridge loans (the “Second Lien Bridge Loans” and, together with the First Lien Bridge Loans, the “Bridge Loans”) under a senior secured second lien bridge facility (the “Second Lien Bridge Facility” and, together with the First Lien Bridge Facility, the “Bridge Facilities”) pursuant to the Second Lien Bridge Credit Agreement dated as of January 29, 2025 (the “Second Lien Bridge Credit Agreement”), among the Borrower, the Parent, the lenders from time to time party thereto and JPMorgan, as administrative agent. You have also advised us that, following the public announcement of the Parent’s intent to consummate the Acquisition, you intend to (x) seek an amendment (the “Proposed Amendment”) to the Amended and Restated Credit Agreement dated as of March 11, 2022 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the “Existing Credit Agreement” and, as amended by the Proposed Amendment, “the Amended Credit Agreement”), among the Borrower, the Parent, the lenders from time to time party thereto (the “Existing Lenders”) and JPMorgan, as administrative agent, in order to (A) modify certain terms thereof to (1) permit the consummation of the Acquisition and the incurrence of the Bridge Facilities and/or the Secured Notes (the “Acquisition Amendments”), (2) provide for the extension, effective as of the Closing Date, of the maturity date with respect to the Tranche A Term Loans and Revolving Commitments (each as defined in the Existing Credit Agreement) of each Existing Lender that consents to such extension to the date that is five years after the Closing Date and (3) effect such other changes thereto as you and we have discussed or may otherwise agree and (B) obtain incremental term loan B commitments under the Existing Credit Agreement in an aggregate amount of up to \$843,000,000 (the “Incremental TLB Facility”) and incremental revolving commitments in an aggregate amount of up to \$425,000,000 (the “Incremental Revolving Facility” and, together with the Incremental TLB Facility, the “Incremental Facilities”; the Incremental Facilities, together with the Backstop Facilities and the Bridge Facilities, the “Acquisition Facilities”) and (y) concurrently with the effectiveness of the amendment, terminate in full the Backstop Credit Agreement and the Backstop Facilities thereunder. The proceeds of the Incremental TLB Facility or, if the Proposed Amendment is not obtained, the Backstop Term Facilities, and the proceeds of the Secured Notes and/or the Bridge Loans, together with the proceeds of revolving loans under the Borrower’s revolving credit facility and cash on hand of the Borrower, will be used (A) to fund the Acquisition, (B) to fund (1) the repayment in full of all indebtedness outstanding under the Senior Term and Revolving Facilities Agreement dated as of February 22, 2023 (as amended, restated, supplemented, refinanced or replaced), among the Target, G.K.N. Industries Limited, the lenders party thereto, HSBC Bank plc, as agent, and the other parties party thereto, and (2) the repurchase or redemption in full of the senior notes of G.K.N. Industries Limited issued pursuant to the Note Purchase Agreement dated October 30, 2024, among Delta, G.K.N. Industries Limited, the guarantors from time to time party thereto and the purchasers party thereto (clauses (1) and (2), collectively, the “Target Debt Refinancing”), (C) solely if the Proposed Amendment is not obtained, to fund the repayment in full of all indebtedness outstanding under the Existing Credit Agreement (the “Existing Credit Agreement Refinancing”) and (D) to pay fees and expenses incurred in connection with the foregoing. The transactions described in this paragraph are collectively referred to herein as the “Transactions”. As used herein, (i) “Credit Agreements” means, collectively, the Backstop Credit Agreement, the First Lien Bridge Credit Agreement, the Second Lien Bridge Credit Agreement and, after the effectiveness

of the Proposed Amendment, the Amended Credit Agreement and (ii) “Closing Date” means the date on which (a) either (x) the Scheme Court Order (as defined in the Backstop Credit Agreement) has been delivered to the Registrar (as defined in the Backstop Credit Agreement) or (y) the Offer (as defined in the Backstop Credit Agreement) has been declared unconditional and (b) the funding under the Acquisition Facilities are made.

## 1. Titles and Roles

You hereby appoint (a) JPMorgan to act, and JPMorgan hereby agrees to act, as lead arranger and bookrunner for the Backstop Facilities (in such capacity, the “Backstop Lead Arranger”), (b) JPMorgan to act, and JPMorgan hereby agrees to act, as lead arranger and bookrunner for each of the Bridge Facilities (in such capacity, the “Bridge Lead Arranger”), (c) JPMorgan to act, and JPMorgan hereby agrees to act, as lead arranger and bookrunner for the Incremental Facilities (in such capacity, the “Incremental Facilities Lead Arranger”), (d) JPMorgan to act, and JPMorgan hereby agrees to act, as sole lead arranger and bookrunner for the Proposed Amendment (in such capacity, the “Amendment Arranger”), (e) and JPMorgan to act, and JPMorgan hereby agrees to act, as sole and exclusive administrative agent and sole and exclusive collateral agent for the Backstop Credit Facilities, and (f) JPMorgan to act, and JPMorgan hereby agrees to act, as sole and exclusive administrative agent and sole and exclusive collateral agent for each of the Bridge Facilities, in each case upon the terms and subject to the conditions set forth or referred to in this Engagement and Syndication Letter (this “Engagement Letter”). It is agreed that JPMorgan will continue to act as sole and exclusive administrative agent and sole and exclusive collateral agent under the Amended Credit Agreement. JPMorgan, in such capacities, will perform the duties and exercise the authority customarily performed and exercised by it in such roles. In its capacity as Amendment Arranger, JPMorgan agrees to use its commercially reasonable efforts to arrange, as promptly as practicable after the date hereof, the requisite consent (the “Requisite Consent”) of the Existing Lenders to the Proposed Amendment. It is understood and agreed that (i) this Engagement Letter shall not constitute an express or implied commitment or offer by any Commitment Party or any of its affiliates to provide any portion of any of the New Facilities or to otherwise provide any financing (any such commitment or offer will be evidenced by an additional agreement between such Commitment Party or any of its affiliates and the Borrower) or to hold or purchase any existing commitments or term loans under the Existing Credit Agreement in order to facilitate the consummation of the Proposed Amendment and (ii) no guarantee can be given that the Requisite Consent will be obtained and the Proposed Amendment will become effective. Notwithstanding anything herein to the contrary, it is further understood and agreed that your compliance with the terms of this Engagement Letter shall not be a condition to the availability of the Acquisition Facilities.

In addition, in connection with any other loan or credit facilities (other than the Acquisition Facilities) of the Borrower or any of its affiliates incurred or established in connection with (a) the initial financing of the Acquisition and the other Transactions or (b) the refinancing or replacement of all or any portion of the Bridge Facilities or any other interim financing (an “Interim Financing”) the proceeds of which are used in whole or in part for the purposes described in clause (a) (excluding, for the avoidance of doubt, borrowings under any revolving credit facility) (such other credit facilities, the “Other Facilities” and, together with the Acquisition Facilities, the “Facilities”), whether incurred or established prior to, on or after the date of consummation of the Acquisition, you hereby engage (i) JPMorgan to act as lead arranger and bookrunner for the Other

Facilities (in such capacities, and together with their capacities as the Acquisition Facilities Lead Arranger and Amendment Arranger, the “Lead Arranger”), and (ii) JPMorgan to act as the sole and exclusive administrative agent and collateral agent for any Other Facilities. JPMorgan reserves the right not to participate in the arrangement or syndication of any Other Facilities, and the foregoing is not an agreement by JPMorgan to structure, arrange, syndicate or obtain commitments in respect of any Other Facilities or to act as an agent with respect thereto. In connection with the arrangement and syndication of any Other Facility in respect of which JPMorgan elects to participate, the Borrower shall, if requested by JPMorgan, enter into a customary engagement letter with JPMorgan in a mutually acceptable form. In connection with any Other Facility with respect to which JPMorgan agrees to act as Lead Arranger, you may appoint any Additional Agent that has become a Commitment Party hereunder to act in a role consistent with its role hereunder in respect of the Acquisition Facilities (it being understood that in any event JPMorgan shall have “left” placement and the associated rights and responsibilities with respect to any such Other Facility) and award to such Additional Agent a percentage of the total economics payable with respect to such Other Facility no greater than the percentage of economics allocated to such Additional Agent with respect to the Acquisition Facilities in accordance with the next succeeding paragraph.

It is agreed that JPMorgan shall appear on the “left” of all marketing and other materials in connection with the Facilities and the Proposed Amendment and, if applicable, any Other Facility, and will have the rights and responsibilities customarily associated with such name placement. It is understood and agreed that (a) no additional agents, co-agents, arrangers, co-arrangers, managers, co-managers, bookrunners or co-bookrunners will be appointed and no other titles will be awarded in connection with the Facilities or the Proposed Amendment and (b) no compensation (other than that expressly contemplated by the Credit Agreements and the Fee Letters referred to below) will be paid to any person in connection with the Acquisition Facilities unless you and we so agree in writing; provided that at any time within 15 business days after the date hereof, you may appoint additional agents, co-agents, co-managers, lead arrangers, joint bookrunners, managers or co-managers or confer other titles in respect of each Acquisition Facility in a manner and with economics determined by you in coordination with the Lead Arranger (each such party, an “Additional Agent”) pursuant to the execution by such Additional Agent of customary joinder documentation hereto (which may be effected pursuant to an amendment and restatement hereof), which Additional Agents (or their respective affiliates) shall commit to provide a percentage of the aggregate principal amount of (i) each Bridge Facility and (ii) each Backstop Facility or each Incremental Facility, as applicable (ratably across each Acquisition Facility), commensurate with the percentage of total economics with respect to the Acquisition Facilities allocated to such Additional Agent (and the commitment of JPMorgan as initial lender (in such capacity, together with each Additional Agent appointed pursuant to this paragraph in its capacity as initial lender, the “Initial Lenders”) in respect of each Acquisition Facility under the applicable Credit Agreement will be reduced by the amount of the commitments of such Additional Agents and their affiliates) and shall execute and deliver an assignment and assumption or such other documentation as is required by the Lead Arranger which respect to each of the Credit Agreements and, if applicable, the Proposed Amendment in order to provide for such commitments thereunder, and, thereafter, such financial institution shall also constitute a “Commitment Party” and an “Initial Lender” hereunder; provided, further that (i) the aggregate amount of economics allocated to such Additional Arrangers shall not exceed 80% of the total

economics with respect to the Acquisition Facilities and (ii) no Additional Agent may receive greater economics in respect of the Acquisition Facilities than JPMorgan.

## 2. Syndication

The Lead Arranger reserves the right to syndicate all or a portion of the commitments under the Acquisition Facilities and, if applicable, any Other Facility, to one or more financial institutions reasonably satisfactory to you (collectively, the “Lenders”); provided that (a) we agree not to syndicate our commitments to (x) those entities that have been specified to us by you in writing from time to time as competitors of you or the Target, (y) those banks, financial institutions, other institutional lenders and other persons identified to us by you in writing prior to the date hereof and (z) those entities that are clearly identifiable as an affiliate of the entities described in the preceding clauses (x) or (y) on the basis of such affiliate’s name (in the case of any such competitors or their affiliates, other than any bona fide debt fund affiliates) (the “Disqualified Lenders”); provided that the foregoing will not affect commitments previously syndicated to any Disqualified Lender prior to such Lender being identified as a Disqualified Lender and (b) notwithstanding the Lead Arranger’s right to syndicate the Facilities and receive commitments with respect thereto, (i) except with respect to the portion of the commitments of JPMorgan, as Initial Lender, assigned to Additional Agents or their affiliates as contemplated by the immediately preceding paragraph and for any other assignment with respect to which you so consent in accordance with the terms of the applicable Credit Agreement, no Initial Lender shall be relieved, released or novated from its obligations as a Lender under the Credit Agreements (including its obligation to fund the Acquisition Facilities during the Certain Funds Period (as defined in the Backstop Credit Agreement)) in connection with any syndication, assignment or participation of the Acquisition Facilities, including its commitment in respect thereof, until after the funding under the Facilities during the Certain Funds Period has occurred, (ii) except for any assignment described in clause (i) above, no assignment or novation shall become effective with respect to all or any portion of any Initial Lender’s commitment in respect of the Facilities until the initial funding of the Acquisition Facilities and (iii) except with respect to any commitments assigned as described in clause (i) above, unless you otherwise agree in writing, each Initial Lender shall retain exclusive control over all rights and obligations with respect to its commitments in respect of the Facilities, including all rights with respect to consents, modifications, supplements, waivers and amendments, until the initial funding of the Facilities on the Closing Date has occurred. You understand that each of the Facilities may be separately syndicated. You agree, until the date (such date, the “Syndication Date”) that is the earlier of (i) the date upon which a Successful Syndication (as defined in the Arranger Fee Letter referred to below) of the Acquisition Facilities is achieved and (ii) 60 days after the Closing Date (or, with respect to any Other Facility, until the successful syndication thereof), to actively assist (and to use your commercially reasonable efforts not in violation of applicable law or contractual restrictions to cause the Target to actively assist) the Lead Arranger in (i) completing a timely and orderly syndication of the Facilities satisfactory to the Lead Arranger and you and (ii) arranging the Proposed Amendment. Such assistance shall include (a) your using commercially reasonable efforts not in violation of applicable law or contractual restrictions to ensure that the syndication and arrangement efforts benefit from your existing banking relationships and, to the extent practical and appropriate, the existing banking relationships of the Target, (b) direct contact during the syndication and arrangement between your senior management, representatives and advisors, on the one hand, and the Existing Lenders and the proposed Lenders, on the other hand (and your using commercially

reasonable efforts not in violation of applicable law or contractual restrictions to cause such contact between senior management of the Target, on the one hand, and Existing Lenders and the proposed Lenders, on the other hand), (c) upon request, your preparation and delivery of (and your using commercially reasonable efforts not in violation of applicable law or contractual restrictions to cause the Target and your and their respective affiliates and advisors to prepare and deliver) information regarding the business, operations, assets, liabilities, financial position and projections, of the Borrower, the Target and your and their respective subsidiaries and the Transactions, all as shall be deemed reasonably necessary by us in the preparation of Confidential Information Memoranda for the Facilities, lender presentations and other customary marketing materials to be used in connection with the syndication and arrangement (collectively, the “Information Materials”), (d) the hosting, with the Lead Arranger, of one or more meetings or telephone conferences with Existing Lenders and prospective Lenders at times to be mutually agreed upon (and your using commercially reasonable efforts not in violation of applicable law or contractual restrictions to cause senior management of the Target to participate in such meetings or telephone conferences) and (e) your obtaining an updated public corporate credit rating and public corporate family rating (but not, in each case, any particular rating) in respect of Holdings after giving effect to the Transactions and ratings for the Backstop TLB Facility and the Incremental TLB Facility from each of Standard & Poor’s Financial Services LLC (“S&P”) and Moody’s Investors Services, Inc. (“Moody’s”). Such assistance shall also include, in respect of the Proposed Amendment, your cooperating with the Lead Arranger in seeking to obtain the Requisite Consent (including, without limitation, by negotiating in good faith the terms of the Existing Credit Agreement Amendment with the Existing Lenders). In order to facilitate an orderly and successful syndication of the Acquisition Facilities and, if applicable, any Other Facility, you agree that, after the date hereof and until the Syndication Date, there shall be no competing issues, offerings, placements or arrangements of debt securities or commercial bank or other credit facilities of Holdings, the Borrower or its subsidiaries being issued, offered, placed or arranged, and you shall use commercially reasonable efforts, to the extent practical and appropriate and not in violation of applicable law or contractual restrictions, to cause the Target and its subsidiaries not to do any of the foregoing (other than (i) in each case, any indebtedness of the Target or any of its subsidiaries and indebtedness of the Borrower or any of its subsidiaries incurred in the ordinary course of business, including short term debt for working capital, capital leases, purchase money debt and equipment financings, (ii) the Facilities and the Secured Notes (or any other debt securities issued to refinance the Bridge Facilities in whole or in part) and (iii) any issuance of unsecured notes the proceeds of which are used to refinance the Borrower’s 6.500% senior notes due 2027 or the Borrower’s 6.875% senior notes due 2028) without the consent of the Lead Arranger if such issuance, offering, placement or arrangement could reasonably be expected in the reasonable discretion of the Lead Arranger to materially impair the primary syndication of the Acquisition Facilities (or, if applicable, any Other Facility) or the arrangement of the Proposed Amendment.

You hereby acknowledge that the Lead Arranger may place advertisements to which you consent (“Advertisements”) after the closing of the Facilities in financial and other newspapers, journals, the World Wide Web, home page or otherwise, at its own expense describing its services to you hereunder. You hereby authorize JPMorgan to download copies of your trademark logos from your website and post copies thereof on IntraLinks™, DebtDomain, SyndTrak, ClearPar or any other electronic platform chosen by the Lead Arranger to be its electronic transmission system (an “Electronic Platform”) established by the Lead Arranger to

syndicate the Acquisition Facilities (and, if applicable, any Other Facilities) and arrange the Proposed Amendment, and to use the logos on any confidential information memoranda, presentations and other marketing materials prepared in connection with the arrangement and syndication of such Facilities and the Proposed Amendment or in any Advertisements (subject to (x) the use of such logos being consistent with the current guidelines you have provided to JPMorgan or the Lead Arranger and (y) your consent after you have had a reasonable opportunity to review, such consent not to be unreasonably withheld, conditioned or delayed). You also understand and acknowledge that we may provide information regarding the closing date, size, type, purpose of, and parties to, the Acquisition Facilities (and, if applicable, any Other Facilities) and the Proposed Amendment to market data collectors, such as league table, or other service providers to the lending industry.

It is understood and agreed that the Lead Arranger will, in consultation with you, manage all aspects of the syndication, including but not limited to selection of Lenders (which Lenders shall be reasonably satisfactory to you), determination of when the Lead Arranger will approach prospective Lenders, the time of acceptance of the Lenders' commitments, any naming rights and the final allocations of the commitments among the Lenders. In acting as lead arranger and bookrunner, the Lead Arranger will have no responsibility other than to arrange the syndication of the Acquisition Facilities and arrange the Proposed Amendment as set forth herein and is acting solely in the capacity of an arm's length contractual counterparty to you with respect to the syndication of the Acquisition Facilities and the arrangement of the Proposed Amendment (including in connection with determining the terms of the Acquisition Facilities and the Proposed Amendment) and not as a financial advisor or a fiduciary to, or an agent of, you or any other person.

### 3. Information

Until the Syndication Date, to assist the Lead Arranger in its syndication efforts, you agree to use commercially reasonable efforts to prepare and provide (and to use commercially reasonable efforts not in violation of applicable law or contractual restrictions to cause the Target to provide) to the Lead Arranger promptly upon request all customary information with respect to you, the Target and your and their respective subsidiaries, the Transactions and the other transactions contemplated hereby, including a business plan for the fiscal years 2025 through 2029 in form and substance reasonably satisfactory to the Lead Arranger and all other financial information and projections relating to you, the Target (if provided) and your and their respective subsidiaries (the "Projections") as the Lead Arranger may reasonably request in connection with the structuring, arrangement and syndication of the Facilities and the Proposed Amendment. At the request of the Lead Arranger, you agree to assist (and to use commercially reasonable efforts not in violation of applicable law or contractual restrictions to cause the Target to assist) the Lead Arranger in preparing an additional version of the Information Materials (the "Public Side Version") to be used by Existing Lenders' and prospective Lenders' public-side employees and representatives ("Public-Siders") who do not wish to receive material non-public information (within the meaning of the United States Federal or state securities laws) with respect to you, the Target, your and their respective affiliates and any of your or their respective securities (such material non-public information, "MNPI") and who may be engaged in investment and other market-related activities with respect to your, the Target's or your and their respective affiliates' securities or loans. Before distribution of any Information Materials, you agree to execute and

deliver to the Lead Arranger (a) a customary letter in which you authorize distribution of the Information Materials to a prospective Lender's employees willing to receive MNPI ("Private-Siders") and (b) a separate customary letter in which you authorize distribution of the Public Side Version to Public-Siders and represent that no MNPI is contained therein; provided that each such letter shall exculpate you, the Target and your and their respective affiliates and us and our respective affiliates with respect to any liability related to the use of the Information Materials or any related marketing material by the recipients thereof. You acknowledge that the Lead Arranger will make available the Information Materials on a confidential basis to the Existing Lenders and prospective Lenders by posting such information on an Electronic Platform or by similar electronic means. You also acknowledge that the Lead Arranger's Public-Siders consisting of publishing debt analysts may participate in any meetings or telephone conference calls held pursuant to clause (d) of the first paragraph of Section 2 above; provided that such analysts shall not publish any information obtained from such meetings or calls (i) until the syndication of the Acquisition Facilities has been completed upon the making of allocations by the Lead Arranger freeing the Acquisition Facilities to trade or (ii) in violation of any confidentiality agreement between you and the Lead Arranger. You agree that the following documents may be distributed to both Private-Siders and Public-Siders: (A) administrative materials prepared by the Lead Arranger for Existing Lenders and prospective Lenders (such as a lender meeting invitation, bank allocation, if any, and funding and closing memoranda), (B) term sheets for the Facilities or the Proposed Amendment and notification of changes in the terms and conditions of the Facilities or the Proposed Amendment and (C) drafts and final versions of the Credit Agreements and the Proposed Amendment.

For the avoidance of doubt, you will not be required to provide any information to the extent the provision thereof would violate any applicable law, rule or regulation or any obligation of confidentiality binding you, the Target or your or its respective affiliates (provided that in the case of any confidentiality obligation, (a) you shall have used commercially reasonable efforts to obtain consent to provide such information and (b) such obligation was not entered into in contemplation of this provision; provided, further, that you shall notify us if any such information is being withheld as a result of any such obligation of confidentiality).

You hereby represent that (prior to the Closing Date, to the best of your actual knowledge with respect to information made available by or on behalf of the Target) (a) all written information (other than the Projections, other forward-looking information and information of a general economic or industry-specific nature) that has been or is made available to any Commitment Party by or on behalf of you, the Target or your or their respective subsidiaries, or any of your or their respective representatives or affiliates (the "Information"), when taken as a whole, is, when furnished, correct in all material respects and does not, when furnished, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not materially misleading in light of the circumstances under which such statements are made (after giving effect to all supplements thereto) and (b) the Projections that have been or are made available to any Commitment Party by or on behalf of you, the Target or your or their respective subsidiaries, or any of your or their respective representatives or affiliates, have been prepared in good faith (x) except as otherwise disclosed, based upon accounting principles consistent with your and, as applicable, the Target's historical audited financial statements and (y) based upon assumptions that are believed by the preparer thereof to be reasonable at the time made, at the time the related Projections are made available to any



Commitment Party and on the Closing Date (it being understood that (i) the Projections are as to future events and are not to be viewed as facts, (ii) the Projections are subject to significant uncertainties and contingencies, many of which are beyond your control, (iii) no assurance can be given that any particular Projections will be realized and (iv) actual results during the period or periods covered by any such Projections may differ significantly from the projected results and such differences may be material). You agree that if at any time from and including the date hereof until the later of the Closing Date and the Syndication Date, you become aware that the representation in the immediately preceding sentence would be incorrect in any material respect if the Information and Projections were being furnished at such time, then you will promptly supplement the Information (or, prior to the Closing Date, with respect to Information concerning the Target, you will use commercially reasonable efforts not in violation of applicable law or contractual restrictions to supplement or cause to be supplemented) and the Projections so that such representation would be correct under those circumstances. In arranging the Facilities, including the syndication of the Facilities, and in arranging the Proposed Amendment, the Lead Arranger will be entitled to use and rely primarily on the Information and the Projections without responsibility for independent verification thereof. Notwithstanding the foregoing, the accuracy of the representation in this paragraph shall not constitute a condition to the commitments contemplated hereunder to be provided or the funding of the Facilities on the Closing Date or any time thereafter.

#### 4. Fees

As consideration for the Initial Lenders' commitments under the Credit Agreements and the Lead Arranger's agreement to structure, arrange and syndicate the Acquisition Facilities, you agree to pay to the Commitment Parties the fees as set forth in the Credit Agreements and in the Administrative Agent Fee Letter (the "Administrative Agent Fee Letter") and the Arranger Fee Letter (the "Arranger Fee Letter" and collectively, the "Fee Letters"), each dated the date hereof and delivered herewith with respect to the Acquisition Facilities. Once paid, except as expressly provided in such Fee Letters, such fees shall not be refundable under any circumstances, except as expressly set forth herein or therein or as otherwise separately agreed to in writing by you and us.

With respect to any Other Facility that the Lead Arranger agrees to arrange and syndicate, you agree to pay to the Lead Arranger fees that will be determined by mutual agreement between the Borrower and the Lead Arranger, giving due regard to then current market rates for structuring, arranging and syndicating similar facilities for similar companies, in each case payable at the closing of such Other Facility. The agency fees payable to JPMorgan as administrative agent with respect to any Other Facility will be determined by mutual agreement between the Borrower and the Administrative Agent, and shall be consistent with the administrative agent fees payable to JPMorgan as administrative agent under the Acquisition Facilities.

#### 5. Limitation of Liability; Indemnification; Reimbursement of Expenses

##### a. *Limitation of Liability*

Notwithstanding any other provision of this Engagement Letter, (i) neither you nor any indemnified person (as defined below) shall have any Liabilities (as defined below), on any theory of liability, for any special, indirect, consequential or punitive damages directly or indirectly

arising out of, in connection with, or as a result of, this Engagement Letter, the Fee Letters, the Credit Agreements, its activities related to the Facilities or the Proposed Amendment or any other agreement or instrument contemplated hereby and (ii) neither you nor any indemnified person shall have any Liabilities directly or indirectly arising from, or be responsible for, the use by others of Information or other materials (including, without limitation, any personal data) obtained through electronic, telecommunications or other information transmission systems, including an Electronic Platform or otherwise via the internet; provided that, nothing in this clause (a) shall limit or relieve you of your indemnity and reimbursement obligations, as provided in clause (b) below, to the extent such liability for damages or such indirect, special, punitive or consequential damages are included in any claim by, or judgment in favor of, a third party with respect to which the applicable indemnified person is entitled to indemnification under clause (b) below. You agree, to the extent permitted by applicable law, to not assert any claims against any indemnified person with respect to any of the foregoing. As used herein, the term “Liabilities” shall mean any losses, claims (including intraparty claims), demands, damages, expenses or liabilities of any kind.

b. *Indemnity*

By executing this Engagement Letter, you agree (i)(x) to indemnify and hold harmless each Commitment Party, its affiliates and each of the Related Parties (as defined below) of the foregoing (each, an “indemnified person”) from and against any and all Liabilities, including the reasonable fees, charges and disbursements of any counsel for any indemnified person, incurred by or asserted against any indemnified person arising out of, in connection with, or as a result of, this Engagement Letter, the Credit Agreements, the Fee Letters, the Transactions, the Facilities, the Proposed Amendment or any related transaction or any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing (any of the foregoing, a “Proceeding”), regardless of whether any such indemnified person is a party thereto or whether a Proceeding is initiated by or on behalf of a third party or you or any of your affiliates, and (y) to reimburse each such indemnified person upon demand for any reasonable and documented out-of-pocket legal and other expenses incurred in connection with investigating or defending any of the foregoing; provided that the foregoing indemnity will not, as to any indemnified person, apply to Liabilities (A) to the extent they result from a Proceeding that does not involve an act or omission by you, the Target or any of your or their respective equityholders or affiliates (or any of your or their respective partners, members, directors, officers, employees or agents) and that is brought by an indemnified person against another indemnified person (other than claims against any arranger, bookrunner or agent (or any holder of any other title or role) in its capacity or in fulfilling its roles as an arranger, bookrunner or agent hereunder or any other role with respect to the Facilities or the Proposed Amendment) or (B) if found in a final and non-appealable judgment of a court of competent jurisdiction to have resulted from the bad faith, willful misconduct or gross negligence of such indemnified person or any of its directors, trustees, officers or employees or material breach by such indemnified person or any of its affiliates or Related Parties of its obligations under this Engagement Letter, the Credit Agreements or the Fee Letters, and (b) to reimburse each Commitment Party upon request from time to time for all reasonable and documented out-of-pocket expenses of the Commitment Parties (including but not limited to the reasonable expenses of the Commitment Parties’ due diligence investigation, reasonable consultants’ fees and expenses, reasonable syndication expenses, reasonable travel expenses and disbursements and other charges of counsel (limited, in the case of counsel, to a single counsel for the Commitment Parties and any local counsel that the Commitment Parties determine to be appropriate in connection with matters

affected by laws other than those of the State of New York)) incurred in connection with the Facilities or the Proposed Amendment and the preparation of this Engagement Letter, the Credit Agreements and related definitive documentation, the Fee Letters, the Proposed Amendment and any security arrangements in connection with any of the foregoing. All amounts due under this Section shall be payable promptly after written demand therefor. For purposes hereof, “Related Parties” means, with respect to any person, the directors, officers, employees, agents, trustees, members, managers, advisors, representatives and controlling persons of such person.

6. Affiliate Activities; Sharing of Information; Absence of Fiduciary Relationships

The Commitment Parties may employ the services of their respective affiliates in providing certain services hereunder and, in connection with the provision of such services, may exchange with such affiliates information concerning you and the other companies that may be the subject of the transactions contemplated by this Engagement Letter, and, to the extent so employed, such affiliates shall be entitled to the benefits, and be subject to the obligations, of such Commitment Party hereunder. Each Commitment Party shall be responsible for its affiliates’ failure to comply with such obligations under this Engagement Letter.

You acknowledge that the Commitment Parties and their respective affiliates may be providing debt financing, equity capital or other services (including but not limited to financial advisory services) to other companies in respect of which you may have conflicting interests regarding the transactions described herein and otherwise. None of the Commitment Parties or any of their respective affiliates will use confidential information obtained from you by virtue of the transactions contemplated by this Engagement Letter or its other relationships with you in connection with the performance by the Commitment Parties or any of their respective affiliates of services for other companies, and none of the Commitment Parties or any of their respective affiliates will furnish any such information to other companies. You also acknowledge that none of the Commitment Parties or any of their respective affiliates has any obligation to use in connection with the transactions contemplated by this Engagement Letter, or to furnish to you, the Target or your or their respective subsidiaries or representatives, confidential information obtained by the Commitment Parties or any of their respective affiliates from any other company or person.

You further acknowledge that each of the Commitment Parties is an Existing Lender and that JPMorgan is the Administrative Agent, and you and your affiliates’ rights and obligations under the Existing Credit Agreement with respect to any Commitment Party or any of its affiliates that currently or hereafter may exist are, and shall be, separate and distinct from the rights and obligations of the parties pursuant to this Engagement Letter, and none of such rights and obligations under the Existing Credit Agreement shall be affected by such Commitment Party’s performance or lack of performance of services hereunder. You hereby agree that each Commitment Party may render its services under this Engagement Letter notwithstanding any actual or potential conflict of interest presented by the foregoing, and you hereby waive any conflict of interest claims relating to the relationship between each Commitment Party and you and your affiliates in connection with the engagement contemplated hereby, on the one hand, and the exercise by such Commitment Party or its affiliates of any of their rights and duties under the Existing Credit Agreement. The terms of this paragraph shall survive the expiration or termination of this Engagement Letter for any reason whatsoever.

You and each additional Commitment Party that becomes party hereto (a) acknowledges that an affiliate of JPMorgan is acting as financial advisor to you in connection with the Acquisition and (b) agrees not to assert or allege any claim based on actual or potential conflict of interest arising or resulting from, on the one hand, the engagement of such affiliate of JPMorgan in such capacity and the obligations of JPMorgan hereunder, on the other hand.

You further acknowledge and agree that (a) each Commitment Party will act under this Engagement Letter as an independent contractor and that no fiduciary, advisory or agency relationship between you and your respective equity-holders or your and their respective affiliates, on the one hand, and any Commitment Party, on the other hand, is intended to be or has been created in respect of any of the transactions contemplated by this Engagement Letter and the Credit Agreements, irrespective of whether any Commitment Party has advised or is advising you on other matters, (b) the Commitment Parties (and their respective affiliates, if applicable), on the one hand, and you, on the other hand, have an arm's-length business relationship that does not directly or indirectly give rise to, nor do you rely on, any fiduciary duty on the part of any Commitment Party, (c) with respect to the transactions contemplated hereby or the process leading thereto, each Commitment Party and, if applicable, its affiliates, has not assumed (x) an advisory or fiduciary responsibility in favor of you or your affiliates (irrespective of whether any Commitment Party or any of its affiliates has advised or is currently advising you or your affiliates on other matters (which, for the avoidance of doubt, includes acting as a financial advisor to the Borrower or any of its affiliates in respect of any transaction related hereto)) or (y) any other obligation except the obligations expressly set forth in this Engagement Letter, (d) you are capable of evaluating and understanding, and you understand and accept, the terms, risks and conditions of the transactions contemplated by this Engagement Letter, the Credit Agreements and the Proposed Amendments, (e) you are responsible for making your own independent investigation and judgment with respect to such transactions and the process leading thereto, (f) you have been advised that each Commitment Party is engaged in a broad range of transactions that may involve interests that differ from your interests and that no Commitment Party has an obligation to disclose such interests and transactions to you by virtue of any fiduciary, advisory or agency relationship, (g) you have consulted your own legal, regulatory, tax and financial advisors to the extent you have deemed appropriate in connection with the Transactions and the other transactions contemplated by this Engagement Letter, the Credit Agreements and the Proposed Amendment, and no Commitment Party shall have any responsibility or liability to you with respect thereto and (h) you will not assert any claim against any Commitment Party based on an alleged breach of fiduciary duty by any Commitment Party in connection with this Engagement Letter and the transactions contemplated hereby. Any review by the Commitment Parties of the Borrower, the transactions contemplated hereby or other matters relating to such transactions will be performed solely for the benefit of the Commitment Parties and shall not be on behalf of you or any of your subsidiaries.

You further acknowledge that each of the Commitment Parties (or an affiliate thereof) is a full service securities and banking firm engaged in securities trading and brokerage activities as well as providing investment banking and other financial services. In the ordinary course of business, each Commitment Party may provide investment banking and other financial services to, and/or acquire, hold or sell, for its own accounts and the accounts of customers, equity, debt and other securities and financial instruments (including bank loans) and other obligations of, you, the Target and other companies with which you or the Target may have commercial or other relationships. With respect to any securities and/or financial instruments so held by the

Commitment Parties or any of their respective customers, all rights in respect of such securities and financial instruments, including any voting rights, will be exercised by the holder of the rights, in its sole discretion.

## 7. Confidentiality

You agree that you will not disclose, directly or indirectly, this Engagement Letter, the Fee Letters, the contents of any of the foregoing or the activities of the Commitment Parties pursuant hereto or thereto to any person without the prior approval of the Commitment Parties (or, in the case of the Administrative Agent Fee Letter, JPMorgan), except that you may disclose (a) this Engagement Letter, the Fee Letters and the contents hereof and thereof (i) to your affiliates, and the respective directors, officers, employees, affiliates, members, partners, stockholders, agents, attorneys, accountants and advisors of each of the foregoing directly involved in the consideration of this matter on a confidential and need-to-know basis, (ii) pursuant to the order of any court or administrative agency or in any legal, judicial or administrative proceeding or other compulsory process or otherwise as required by applicable law or regulations (in which case you shall promptly notify us, in advance, to the extent lawfully permitted to do so), (iii) in connection with the exercise of remedies to the extent relating to this Engagement Letter or the Fee Letters or the enforcement of any of your rights hereunder or thereunder, and (iv) upon the request or demand of any regulatory authority having jurisdiction over you or any of your affiliates (in which case you shall promptly notify us, in advance, to the extent lawfully permitted to do so), (b) this Engagement Letter and the Arranger Fee Letter (but not the Administrative Agent Fee Letter) to any potential Additional Agents, (c) the existence of this Engagement Letter (but not this Engagement Letter, the Fee Letters or the contents hereof or thereof) to any rating agency in connection with the Transactions, (d) this Engagement Letter and the contents thereof, but not the Fee Letters or the contents thereof, except, in the case of fees set forth therein, as part of generic disclosure regarding sources and uses, in filings with the Securities and Exchange Commission and other applicable regulatory authorities and stock exchanges, (e) information regarding the Facilities (but not any other portion of this Engagement Letter or the Fee Letters or the terms thereof, except, in the case of fees set forth therein, as part of generic disclosure regarding sources and uses (but without disclosing any specific fees, any “market flex” or any other economic term set forth therein)) to potential Lenders, (f) you may disclose the Fee Letters and the contents thereof as required by the Takeover Code (as defined in the Backstop Credit Agreement) and (g) you may disclose this Engagement Letter and the contents hereof (but not the Fee Letters or the contents thereof) to the Target, its subsidiaries and its and their respective officers, directors, employees, agents, attorneys, accountants, advisors and controlling persons, on a confidential and need-to-know basis. Your obligations under this paragraph shall automatically terminate two years after the date hereof.

Each Commitment Party shall use all confidential information provided to it by or on behalf of you or the Target in connection with the Facilities and the Transactions solely for the purposes of providing the services that are the subject of this Engagement Letter and the Fee Letters and shall treat confidentially all such information; provided, however, that nothing herein shall prevent any Commitment Party from disclosing any such information (a) to ratings agencies on a confidential basis and in consultation with you, (b) to any Existing Lenders or participants or prospective Lenders or prospective participants, (c) pursuant to the order of any court or administrative agency or in any legal, judicial or administrative proceeding or other compulsory

process or otherwise as required by applicable law or regulations (in which case, such Commitment Party shall promptly notify you, in advance, to the extent lawfully permitted to do so), (d) upon the request or demand of any regulatory authority or other governmental authority having jurisdiction over a Commitment Party or any of its affiliates (in which case such Commitment Party shall, except with respect to any audit or examination conducted by bank accountants or any governmental bank regulatory authority exercising examination or regulatory authority, promptly notify you to the extent lawfully permitted to do so), (e) to the respective Related Parties of any Commitment Party who need to know such information in connection with the Transactions and who are informed of the confidential nature of such information and are or have been advised of their obligation to keep all such information confidential or are otherwise under a professional or employment duty of confidentiality, and such Commitment Party shall be responsible for each such person's compliance with this paragraph, (f) to any of its affiliates (provided that any such affiliate is advised of its obligation to retain such information as confidential, and such Commitment Party shall be responsible for its affiliates' compliance with this paragraph) who needs to know such information in connection with the Transactions, (g) to the extent any such information becomes publicly available other than by reason of disclosure by such Commitment Party, its affiliates or any of their respective Related Parties in breach of this Engagement Letter or any other confidentiality obligations owing to you, the Target or any of your or its respective affiliates, (h) to the extent such information is received by any Commitment Party from a third party that is not, to such Commitment Party's knowledge, subject to a confidentiality obligation to you or the Target with respect to such information, (i) to the extent that such information is independently developed by any Commitment Party or its affiliates so long as such Commitment Party has not otherwise breached its confidentiality obligations hereunder, (j) in connection with the exercise of remedies to the extent relating to this Engagement Letter or the Fee Letters, (k) in connection with the enforcement of any Commitment Party's rights hereunder and (l) for purposes of establishing any defense available under securities laws, including, without limitation, establishing a "due diligence" defense or to defend any claim related to this Engagement Letter or the Fee Letters or the Facilities; provided that the disclosure of any such information to any Existing Lenders or prospective Lenders or participants or prospective participants referred to above shall be made subject to the acknowledgment and acceptance by such Existing Lender or prospective Lender or participant or prospective participant that such information is being disseminated on a confidential basis (on the terms set forth in this paragraph or as is otherwise reasonably acceptable to you) in accordance with the standard syndication processes of the Commitment Parties or customary market standards for dissemination of such type of information. The obligations of each Commitment Party under this paragraph shall automatically terminate and be superseded by the confidentiality provisions of the applicable Credit Agreement upon the initial funding thereunder on the Closing Date and shall, in any event, terminate two years after the date hereof.

For the avoidance of doubt, nothing in this confidentiality provision shall prohibit any person from voluntarily disclosing or providing any information within the scope of this confidentiality provision to any governmental, regulatory or self-regulatory organization (any such entity, a "Regulatory Authority") to the extent that any such prohibition on disclosure set forth in this confidentiality provision shall be prohibited by the laws or regulations applicable to such Regulatory Authority.

## 8. Miscellaneous

This Engagement Letter and the agreements hereunder shall not be assignable by you, and your obligations hereunder may not be delegated, without the prior written consent of each of the Commitment Parties, and any attempted assignment without such consent shall be void. This Engagement Letter may not be amended or any provision hereof waived or modified except by an instrument in writing signed by each Commitment Party and you. This Engagement Letter may be executed in any number of counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one agreement. Delivery of an executed counterpart of a signature page of this Engagement Letter by facsimile transmission or electronic transmission (in “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Engagement Letter. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to this Engagement Letter, the Fee Letters and/or any document to be signed in connection with this Engagement Letter and the transactions contemplated hereby shall be deemed to include Electronic Signatures (as defined below), deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act or any other similar State laws based on the Uniform Electronic Transactions Act. “Electronic Signatures” means any electronic symbol or process attached to, or associated with, any contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record.

This Engagement Letter, the Credit Agreements and the Fee Letters are the only agreements that have been entered into among us with respect to the Acquisition Facilities and the Proposed Amendment and set forth the entire understanding of the parties with respect thereto. This Engagement Letter, the Credit Agreements and the Fee Letters supersede all prior understandings, whether written or oral, between us with respect to the Acquisition Facilities or the Proposed Amendment. This Engagement Letter is intended to be solely for the benefit of the parties hereto and the parties required to be indemnified hereunder and is not intended to confer any benefits upon, or create any rights in favor of, any person other than the parties hereto and the parties required to be indemnified hereunder. THIS ENGAGEMENT LETTER AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS ENGAGEMENT LETTER AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. The Commitment Parties may perform the duties and activities described hereunder through any of their respective affiliates (including, without limitation, J.P. Morgan Securities LLC) and the provisions of Section 5 shall apply with equal force and effect to any of such affiliates so performing any such duties or activities.

EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS ENGAGEMENT LETTER, THE CREDIT AGREEMENTS, THE FEE LETTERS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY OR THE PERFORMANCE OF SERVICES HEREUNDER OR THEREUNDER (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO

HEREBY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS ENGAGEMENT LETTER, THE CREDIT AGREEMENTS AND THE FEE LETTERS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS PARAGRAPH.

You hereby irrevocably and unconditionally agree that you will not commence any action, litigation or proceeding of any kind or description, whether in law or equity, whether in contract or in tort or otherwise, against any Commitment Party or their respective affiliates or any of their or their affiliates' respective Related Parties in any way relating to the Transactions, this Engagement Letter, the Credit Agreements or the Fee Letters or the performance of services hereunder or thereunder, in any forum other than the courts of the State of New York sitting in the Borough of Manhattan and of the United States District Court for the Southern District of New York and any appellate court from any thereof, and each of the parties hereto irrevocably and unconditionally submits to the jurisdiction of such courts and agrees that all claims in respect of any such action, litigation or proceeding may be heard and determined in such New York State court or, to the fullest extent permitted by applicable law, in such Federal court. Each of the parties hereto hereby agrees that service of any process, summons, notice or document by registered mail addressed to such party shall be effective service of process for any suit, action or proceeding brought in any such court. Each party hereto hereby irrevocably and unconditionally waives any objection to the laying of venue of any such action, litigation or proceeding brought in any such court and any claim that any such action, litigation or proceeding has been brought in any inconvenient forum. Each party hereto hereby agrees that a final judgment in any such suit, action or proceeding brought in any such court shall be conclusive and binding upon such party and may be enforced in any other courts to whose jurisdiction such party is or may be subject, by suit upon judgment. Nothing in this Engagement Letter, the Credit Agreements or the Fee Letters shall affect any right that any Commitment Party may have to bring any action or proceeding relating to the Transactions, this Engagement Letter, the Credit Agreements or the Fee Letters or the performance of services hereunder or thereunder against you or your property in the courts of any other jurisdiction.

We hereby notify you that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107 56 (signed into law October 26, 2001), as subsequently amended and reauthorized) (the "Patriot Act") and 31 C.F.R. § 1010.230 (the "Beneficial Ownership Regulation"), each of us and each of the Lenders or each of our or their respective affiliates may be required to obtain, verify and record information that identifies you, the Borrower and each of the other Guarantors, which information may include your name and address, the name and address of each of the Borrower and the other Guarantors and other information that will allow each of us and each of the Lenders to identify you, the Borrower and each of the other Guarantors in accordance with the Patriot Act and the Beneficial Ownership Regulation. This notice is given in accordance with the requirements of the Patriot Act and the Beneficial Ownership Regulation and is effective for each Commitment Party and each of the Existing Lenders and the Lenders and each of our or their respective affiliates.



Section headings used herein are for convenience of reference only and are not to affect the construction of, or to be taken into consideration in interpreting, this Engagement Letter.

Please indicate your acceptance of the terms hereof and of the Fee Letters by signing in the appropriate space below and in the Fee Letters and returning to the Commitment Parties executed original copies (or facsimiles or other electronic copies in “pdf” or “tif” format thereof) of this Engagement Letter and the Fee Letters not later than 5:00 p.m., New York City time, on January 29, 2025. Our agreements hereunder will expire at such time in the event that the Commitment Parties have not received such executed original copies (or facsimiles or other electronic copies in “pdf” or “tif” format thereof) in accordance with the immediately preceding sentence. If not previously terminated, this Engagement Letter shall automatically terminate on the earliest to occur of (i) the last day of the Certain Funds Period, without the closing of the Acquisition, (ii) the consummation of the Acquisition, if the Acquisition is consummated without any loans being made under the Bridge Facilities or any Interim Financing, so long as each Other Facility, if any, incurred or established prior to the consummation of the Acquisition was made in compliance with the provisions of this Engagement Letter, (iii) if the Acquisition shall have been consummated and loans made under either Bridge Facility or any Interim Financing, the repayment in full of such loans, so long as each Other Facility, if any, was incurred or established in compliance with the provisions of this Engagement Letter and (iv) the first anniversary of the consummation of the Acquisition. The syndication, compensation, reimbursement, indemnification, jurisdiction, governing law, waiver of jury trial, waiver of fiduciary duty and, except as expressly set forth above, confidentiality provisions contained herein and in the Fee Letters shall remain in full force and effect regardless of whether any of the Transactions are consummated and notwithstanding the termination of this Engagement Letter.

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We are pleased to have been given the opportunity to assist you in connection with this important financing.

Very truly yours,

JPMORGAN CHASE BANK, N.A.

By

[Redacted Signature]

Name:

Title:

[Redacted Title]

Accepted and agreed to as of  
the date first above written:

AMERICAN AXLE &  
MANUFACTURING HOLDINGS, INC.

By

[Redacted signature block]

AMERICAN AXLE &  
MANUFACTURING, INC.

By

[Redacted signature block]