EXECUTION VERSION

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

BANK OF AMERICA, N.A.
BOFA SECURITIES, INC.
One Bryant Park
New York, NY 10036

BANK OF MONTREAL
BMO CAPITAL MARKETS CORP.
151 West 42nd Street, 31st Floor
New York, NY 10036

CITIGROUP GLOBAL MARKETS INC.
388 Greenwich Street
New York, NY 10013

BNP PARIBAS
BNP PARIBAS SECURITIES CORP.
787 Seventh Avenue
New York, NY 10019

MIZUHO BANK, LTD.
1271 Avenue of the Americas
New York, NY 10020

PNC BANK, NATIONAL ASSOCIATION
PNC CAPITAL MARKETS LLC
The Tower at PNC Plaza
300 Fifth Avenue
Pittsburgh, PA 15222

U.S. BANK NATIONAL ASSOCIATION
1095 Avenue of the Americas
New York, NY 10036

TRUIST BANK
TRUIST SECURITIES, INC.
3333 Peachtree Road NE
Atlanta, GA 30326

CITIZENS BANK, N.A.
28 State Street
Boston, MA 02109

FIFTH THIRD BANK, NATIONAL ASSOCIATION
38 Fountain Square Plaza
Cincinnati, OH 45263

THE HUNTINGTON NATIONAL BANK
41 South High Street
Columbus, OH 43287

HSBC BANK USA, NATIONAL ASSOCIATION
HSBC SECURITIES (USA) INC.
66 Hudson Boulevard East
New York, NY 10001

KEYBANK NATIONAL ASSOCIATION
KEYBANC CAPITAL MARKETS
127 Public Square
Cleveland, OH 44144

COMMERZBANK AG, NEW YORK BRANCH
225 Liberty Street
New York, NY 10286

DEUTSCHE BANK AG NEW YORK BRANCH
DEUTSCHE BANK SECURITIES INC.
1 Columbus Circle
New York, NY 10019

CONFIDENTIAL
February 24, 2025

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

Amended and Restated Arranger Fee Letter

Ladies and Gentlemen:

Reference is made to the Amended and Restated Engagement and Syndication Letter dated the date hereof (the "Engagement Letter"), among you, JPMorgan Chase Bank, N.A. ("JPMorgan"), Bank of America, N.A. ("BofA"), BofA Securities, Inc. ("BofA Securities"), Bank of Montreal ("BMO"), BMO Capital Markets Corp. ("BMO Capital Markets"), Citi (as defined below), BNP Paribas ("BNP"), BNP Paribas Securities Corp. ("BNP Securities"), Mizuho Bank, Ltd. ("Mizuho"), PNC Bank, National Association ("PNC"), PNC Capital Markets LLC ("PNC Capital Markets"), U.S. Bank National Association ("US Bank"), Truist Bank ("Truist"), Truist Securities, Inc. ("Truist Securities"), Citizens Bank, N.A. ("Citizens"), Fifth Third Bank, National Association ("Fifth Third"), The Huntington National Bank ("Huntington"), HSBC Bank USA, National Association ("HSBC"), HSBC Securities (USA) Inc. ("HSBC Securities"), KeyBank National Association ("KeyBank"), KeyBanc Capital Markets Inc. ("KeyBanc Capital Markets"), Commerzbank AG, New York Branch ("Commerzbank"), Deutsche Bank AG New York Branch ("DBNY") and Deutsche Bank Securities Inc. ("DB Securities", and together with JPMorgan, BofA, BofA Securities, BMO, BMO Capital Markets, Citi, BNP, BNP Securities, Mizuho, PNC, PNC Capital Markets, US Bank, Truist, Truist Securities, Citizens, Fifth Third, Huntington, HSBC, HSBC Securities, KeyBank, KeyBanc Capital Markets, Commerzbank and DBNY, the "Commitment Parties", "we" or "us") and to each of the Credit Agreements referred to therein. Except as otherwise provided herein, capitalized terms used but not defined in this letter agreement shall have the meanings assigned to them in the Engagement Letter. This letter agreement is the "Arranger Fee Letter" referenced in the Engagement Letter and shall hereinafter be referred to as the "Arranger Fee Letter". This Arranger Fee Letter amends and restates and supersedes in its entirety the Arranger Fee Letter dated as of January 29, 2025 (the "Original Arranger Fee Letter"), between you and JPMorgan. "Citi" shall mean Citigroup Global Markets Inc., Citibank, N.A., Citicorp USA, Inc., Citicorp North America, Inc. and/or any of their affiliates as any of them shall determine to be appropriate to provide the services contemplated herein. It is understood and agreed that Citigroup Global Markets Inc., is entering into this letter for and on behalf of Citi.

1. Fees.

As consideration for the Initial Lenders' commitments under the Credit Agreements and the Lead Arrangers' agreement under the Engagement Letter to structure, arrange and syndicate the Acquisition Facilities, you agree to pay to JPMorgan, for the account of the Initial Lenders, the following fees (such fees to be allocated ratably among the Initial Lenders under the applicable Acquisition Facility in accordance with their respective commitments thereunder):

Incremental Facilities Fees.

(a) An underwriting fee (the "Incremental Underwriting Fee") in an amount equal to the sum of (a) 1.25% of the aggregate amount of the commitments in respect of the Incremental Revolving Facility on the date hereof and (b) 1.75% of the aggregate amount of the commitments in respect of the Incremental TLB Facility on the date hereof, such fee to be earned, due and payable on the Closing Date to the Initial Lenders under the Incremental Facilities.

First Lien Bridge Facility Fees.

(b) A commitment fee (the "First Lien Bridge Commitment Fee") in an amount equal to 0.75% of the aggregate commitments in respect of the First Lien Bridge Facility on the date hereof, such fee to be earned, due and payable on the Closing Date to the Initial Lenders under the First Lien Bridge Facility (the "Initial First Lien Bridge Lenders").

(c) In the event that the Borrower borrows under the First Lien Bridge Facility on the Closing Date, an additional fee (the "First Lien Bridge Takedown Fee") in an amount equal to 1.00% of the principal amount of such borrowing, such fee to be earned, due and payable on the Closing Date to the Initial First Lien Bridge Lenders.

(d) If the First Lien Bridge Facility shall remain outstanding on the day that is the one-year anniversary of the Closing Date (the "Initial First Lien Bridge Loan Maturity Date") and the First Lien Bridge Facility has been refinanced with Extended Term Loans (as defined in the First Lien Bridge Credit Agreement and referred herein as the "First Lien Extended Term Loans") or Exchange Notes (as defined in the First Lien Bridge Credit Agreement and referred to herein as the "First Lien Exchange Notes"), a rollover fee (the "First Lien Bridge Rollover Fee") equal to the product of (i) 1.00% and (ii) the aggregate principal amount of such First Lien Extended Term Loans or such First Lien Exchange Notes, such fee to be earned, due and payable on the Initial First Lien Bridge Loan Maturity Date to the Initial First Lien Bridge Lenders.

Second Lien Bridge Facility Fees.

(e) A commitment fee (the "Second Lien Bridge Commitment Fee" and, together with the First Lien Bridge Commitment Fee, the "Bridge Commitment Fees") in an amount equal to 1.25% of the aggregate commitments in respect of the Second Lien Bridge Facility on the date hereof, which fee shall be earned, due and payable on the Closing Date to the Initial Lenders under the Second Lien Bridge Facility (the "Initial Second Lien Bridge Lenders").

(f) In the event that the Borrower borrows under the Second Lien Bridge Facility on the Closing Date, an additional fee (the "Second Lien Bridge Takedown Fee" and, together with the First Lien Bridge Takedown Fee, the "Bridge Takedown Fees") in an amount equal to 1.50% of the principal amount of such borrowing, such fee to be earned, due and payable on the Closing Date to the Initial Second Lien Bridge Lenders.

(g) If the Second Lien Bridge Facility shall remain outstanding on the day that is the one-year anniversary of the Closing Date (the "Initial Second Lien Bridge Loan Maturity Date") and the Second Lien Bridge Facility has been refinanced with Extended Term Loans (as defined in the Second Lien Bridge Credit Agreement and referred to herein as the "Second Lien Extended Term Loans") or Exchange Notes (as defined in the Second Lien Bridge Credit Agreement and referred to herein as the "Second Lien Exchange Notes" and together with the First Lien Exchange Notes, the "Exchange Notes"), a rollover fee (the "Second Lien Bridge Rollover Fee" and, together with the First Lien Bridge Rollover Fee, the "Bridge Rollover Fees") equal to the product of (i) 1.50% and (ii) the aggregate principal amount of such Second Lien Extended Term Loans or such Second Lien Exchange Notes, such fee to be earned, due and payable on the Initial Second Lien Bridge Loan Maturity Date to the Initial Second Lien Bridge Lenders.

Backstop Facility Fees.

(a) A credit agreement backstop fee (the "Existing Facilities Backstop Fee") equal to 0.350% of $2,057,250,000 (i.e., the aggregate principal amount of term loans and revolving commitments outstanding under the Existing Credit Agreement on the Original Signing Date), such fee to be earned, due and payable on the Closing Date. The Existing Facilities Backstop Fee shall be payable solely to JPMorgan in its capacity as Initial Lender under the Backstop Facilities (as defined in the Original Engagement Letter), and no portion thereof shall be payable to any other Commitment Party.

You also agree to pay to JPMorgan, for the account of the applicable Lenders under the Acquisition Facilities as of the Closing Date, an upfront fee (the "Upfront Fees") equal to (i) with respect to the Incremental Revolving Facility, 0.25% of the aggregate amount of the commitments thereunder on the Closing Date and (ii) with respect to the Incremental TLB Facility, 0.50% of the aggregate principal amount of the loans funded thereunder on the Closing Date and on the date of each subsequent funding thereunder. At the option of the Lead Arrangers, the Upfront Fees payable with respect to any loans funded on the Closing Date may be structured as original issue discount.

In connection with the Proposed Amendment, you also agree to pay to JPMorgan, (i) for the account of each Existing Lender that consents to the Proposed Amendment, a consent fee (the "Consent Fees") in an amount equal 0.125% of the aggregate amount of the outstanding Tranche A Term Loans and Revolving Commitments (each as defined in the Existing Credit Agreement) of such Existing Lender, such fees to be earned, due and payable on the date of effectiveness of the Proposed Amendment and (ii) for the account of each Existing Lender that consents to extend the final maturity of its Tranche A Term Loans and/or its Revolving Commitments, (A) an upfront fee (the "Amendment Upfront Fees") in an amount equal to 0.25% of the aggregate amount of the Tranche A Term Loans and Revolving Commitments of such Existing Lender so extended and (B) an arrangement fee (the "Amendment Arrangement Fees") in an amount equal to 0.375% of the aggregate amount of the Tranche A Term Loans and Revolving Commitments of such Existing Lender so extended, such fees to be earned, due and payable on the date of effectiveness of the Proposed Amendment.

In addition, in the event that the Incremental TLB Facility is not funded into escrow pursuant to Section 4 below, and without duplication of any Escrow Failure Ticking Fees (as defined below) to the extent applicable, you agree to pay to JPMorgan, for the account of the applicable Lenders under the Incremental TLB Facility a ticking fee (the "Ticking Fees") at a rate per annum equal to the Ticking Fee Applicable Rate (as defined below) on the aggregate amount of the commitments in respect of the Incremental TLB Facility, commencing on the earlier of (i) the date of allocation of the Incremental TLB Facility, and (ii) November 13, 2025 (the "Ticking Fee Start Date"), until the date of termination or expiration of the commitments in respect of such facility (whether upon the funding thereof or otherwise). The Ticking Fees shall be calculated on the basis of the actual number of days elapsed in a 360-day year and shall be due and payable on the Closing Date and each subsequent Funding Date or on such other date on which the commitments under the Incremental Facility are terminated, regardless of whether the Closing Date occurs. As used herein, "Ticking Fee Applicable Rate" means a rate per annum equal to (i)

from the Ticking Fee Start Date through and including the date that is 45 days after the Ticking Fee Start Date, 0%, (ii) from and including the date that is 46 days following the Ticking Fee Start Date until and including the date that is 90 days after the Ticking Fee Start Date, 50% of the applicable margin for Term SOFR loans under the Incremental TLB Facility and (iii) thereafter, 100% of the applicable margin for Term SOFR Loans under the Incremental TLB Facility.

It is understood and agreed that notwithstanding that the commitments in respect of the Backstop Facilities (as defined in the Original Engagement Letter) were not terminated within the period specified therefor in the Original Arranger Fee Letter, the payment of the Backstop Underwriting Fee (as defined in the Original Arranger Fee Letter) is hereby waived in full and no amounts shall be due and payable in respect thereof.

In connection with the syndication of the Acquisition Facilities and the arrangement of the Proposed Amendment, the Commitment Parties may, in their sole discretion, allocate to their respective affiliates or to the Lenders portions of any fees payable to them in connection therewith.

You agree that, except as otherwise expressly contemplated in writing, once paid, the fees or any part thereof payable hereunder or under the Credit Agreements shall not be refundable under any circumstances. All fees payable hereunder shall be paid in U.S. dollars in immediately available funds, shall not be subject to reduction by way of set-off or counterclaim and shall be in addition to reimbursement of each Commitment Party's out-of-pocket expenses (to the extent required to be reimbursed under the terms of the Engagement Letter). In addition, all such payments of fees shall be made without deduction for any taxes, levies, imposts, duties, deductions, charges or withholdings imposed by any national, state or local taxing authority, or will be grossed up by you for such amounts; provided that each Initial Lender has provided to the Borrower, prior to such payment of fees, a valid and executed Internal Revenue Service Form W-9 or Form W-8ECI, as applicable.

2. Alternate Transaction.

If, in connection with the consummation of the Acquisition during the 18-month period commencing on the Original Signing Date, you utilize debt financing in lieu of the Incremental Facilities, then you will pay to the Commitment Parties a fee (the "Alternate Bank Transaction Fee") equal to (a) 50% of the amount of the Incremental Underwriting Fee and (b) 50% of the Existing Facilities Backstop Fee (with the portion of the Alternate Bank Transaction Fee under this clause (b) payable solely to JPMorgan and not any other Commitment Party), such payment to be made immediately upon the consummation of the Acquisition with the proceeds of such alternate financing; provided that the Alternate Bank Transaction Fee shall not be payable to any Commitment Party that has either terminated its commitments in respect of the Incremental Facilities or has breached its obligation to provide such facilities on the terms and conditions set forth in the applicable Credit Agreement (as and to the extent any such terms and conditions have been modified by the "flex" provisions below). Alternatively, if in lieu of the Acquisition, (a) any similar transaction occurs within 18 months following the date of the Engagement Letter, in which you or any of your affiliates acquire, directly or indirectly, a majority of the stock or assets of the Target (an "Alternate Transaction") and (b) another institution provides debt financing to you or to such affiliate in lieu of the Acquisition Facilities, then you will pay the Alternate Bank

Transaction Fee to the Commitment Parties, such payment to be made immediately upon the consummation of such Alternate Transaction; provided that such Alternate Bank Transaction Fee shall not be due and payable to any Commitment Party that has been provided a reasonable opportunity to provide such debt financing on substantially the same terms so proposed in connection with such Alternate Transaction, but acting in the roles and with not less than the percentage of compensatory economics thereof as specified in the Engagement Letter and this Fee Letter, and has declined to provide such financing on such proposed terms.

If, in connection with the consummation of the Acquisition during the 18-month period commencing on the Original Signing Date, you utilize debt financing (other than the Secured Notes or any Securities pursuant to a Securities Demand) in lieu of the Bridge Facilities, then you will pay to the Commitment Parties a fee (the "Alternate Bridge Transaction Fee") equal to 50% of the Bridge Commitment Fees and 50% of the Bridge Rollover Fees that would have been payable to the Commitment Parties if the Closing Date had occurred (assuming the rollover of the full amount of the Bridge Facilities, in the case of the Bridge Rollover Fees), such payment to be made immediately upon the consummation of the Acquisition with the proceeds of such alternate financing; provided that the Alternate Bridge Transaction Fee shall not be payable to any Commitment Party that has either terminated its commitments in respect of the Bridge Facilities or breached its obligation to provide the Bridge Facilities on the terms and conditions set forth in the Bridge Credit Agreements (as and to the extent any such terms and conditions have been modified by the "flex" provisions below). Alternatively, if in lieu of the Acquisition, (a) an Alternate Transaction occurs and (b) another institution provides debt financing to you or any of your affiliates in lieu of the Bridge Facilities, then you will pay the Alternate Bridge Transaction Fee to the Commitment Parties, such payment to be made immediately upon the consummation of such alternate transaction; provided that such Alternate Bridge Transaction Fee shall not be due and payable to any Commitment Party that has been provided a reasonable opportunity to provide such debt financing on substantially the same terms so proposed in connection with such alternate transaction, but acting in the roles and with not less than the percentage of compensatory economics thereof as specified in the Engagement Letter and this Fee Letter, and has declined to provide such financing on such proposed terms.

3. Market Flex.

It is understood and agreed that the Lead Arrangers holding (or whose affiliates hold) a majority of the aggregate amount of the commitments under the applicable Acquisition Facility (the "Majority Lead Arrangers") shall be entitled, both before and after the Closing Date and without your consent, but after consultation with you, to make the following changes to the applicable Acquisition Facility at any time on or prior to (but not after) the earlier of (x) the Syndication Date and (y) achievement of a Successful Syndication (as defined below) (and solely with respect to clauses (k), (l), (m), (n) and (o) below (the "Securities Flex Provisions") at any time on or prior to the one year anniversary of the Closing Date (the "Securities Flex Termination Date")), if the Majority Lead Arrangers reasonably determine that such changes are advisable in order to ensure a Successful Syndication (or, in the case of the Securities Flex Provisions, in order to place the Securities (as defined below)) or that a Successful Syndication of such applicable Acquisition Facility is not likely to be achieved on or prior to such date (or, in the case of the Securities Flex Provisions, that the Securities cannot be placed) (with all capitalized terms used in

this Section 3 and not defined in this Arranger Fee Letter having the meanings assigned thereto in the applicable Credit Agreement):

(a) With respect to the Incremental TLB Facility, increase the interest rate margins by up to [redacted] basis points per annum; provided that (i) such amount shall be increased by (x) [redacted] basis points per annum on April 29, 2025, (y) an additional [redacted] basis points per annum on July 28, 2025 and (z) an additional [redacted] basis points per annum on October 26, 2025, in each case, if the Closing Date has not occurred prior to such date and (ii) up to [redacted] basis points (which amount shall increase to (x) [redacted] basis points on April 29, 2025, (y) [redacted] basis points on July 28, 2025 and (z) [redacted] basis points on October 26, 2025, in each case, if the Closing Date has not occurred prior to such date) of such increase in interest rate may take the form of additional original issue discount or upfront fees, with original issue discount or upfront fees being equated to interest margins based on an assumed four-year average life to maturity (e.g., [redacted] basis points of interest margin equals [redacted] basis points in original issue discount or upfront fees payable on the principal amount of debt), so long as aggregate original issue discount, with respect to the Incremental TLB Facility shall not exceed 5.00% (inclusive of the Upfront Fee with respect to the Incremental TLB Facility) for a minimum issue price of 95.0%;

(b) Reallocate up to the entire aggregate principal amount of the First Lien Bridge Facility to the Incremental TLB Facility (subject, in each case, to any amendments to the Incremental TLB Facility, or any assurances required to be given by the Borrower, in each case required by the financial advisor to the Borrower in connection with the Acquisition);

(c) (i) Extend or eliminate the 12-month "sunset" on the "most favored nation" pricing protection with respect to incremental term loan facilities under the Amended Credit Agreement and/or (ii) remove the limitations that such "most favored nation" pricing protection applies only with respect to (x) "broadly syndicated" incremental term loan facilities and (y) incremental term loan facilities maturing within one year of the maturity date with respect to the Incremental TLB Facility;

(d) Extend the duration of the "soft call" prepayment premium with respect to the Incremental TLB Facility from six months to 12 months;

(e) Reduce the First Lien Net Leverage Ratio applicable to the "ratio basket" with respect to the incurrence of first lien Incremental Extensions of Credit and Alternative Incremental Facility Debt from 1:50 to 1.00 to 1.25 to 1.00;

(f) Reduce the Secured Net Leverage Ratio applicable to the "ratio basket" with respect to the incurrence of junior lien Incremental Extensions of Credit and Alternative Incremental Facility Debt from 2:50 to 1.00 to 2.00 to 1.00;

(g) Reduce the Total Net Leverage Ratio applicable to the investments "ratio basket" from 2.80 to 1.00 to 2.50 to 1.00;

(h) With respect to the Incremental TLB Facility, include a springing maturity with respect to any earlier maturing series of Senior Notes or any refinancing indebtedness in respect thereof, in each case with an aggregate principal amount outstanding in excess of $250,000,000;

(i) With respect to the Ticking Fee Applicable Rate, revise to a rate per annum equal to (i) from the Ticking Fee Start Date through and including the date that is 30 days after the Ticking Fee Start Date, 0%, (ii) from and including the date that is 31 days following the Ticking Fee Start Date until and including the date that is 60 days after the Ticking Fee Start Date, 50% of the applicable margin for Term SOFR loans under the Incremental TLB Facility and (iii) thereafter, 100% of the applicable margin for Term SOFR Loans under the Incremental TLB Facility;

(j) With respect to the Second Lien Bridge Credit Agreement, reduce the amount of each dollar basket and threshold to 120% of the amount of the corresponding dollar basket or threshold in the First Lien Bridge Credit Agreement and correspondingly reduce the Total Assets grower component of any such basket or threshold;

(k) With respect to (i) the First Lien Exchange Notes and (ii) any first lien secured Securities issued pursuant to a Securities Demand, in each case, eliminate the ability to redeem, during each twelve-month period during the "non-call period" with respect to such Securities, up to 10% of the aggregate principal amount of such Securities at a price equal to 103% of the aggregate principal amount thereof plus accrued interest;

(l) With respect to (i) the Second Lien Exchange Notes and (ii) any second lien secured Securities issued pursuant to a Securities Demand, in each case, reduce the Secured Net Leverage Ratio (to be defined in a manner consistent with the Existing Credit Agreement) applicable to the "ratio basket" with respect to the incurrence of debt secured by liens that are junior to liens securing any first lien debt from 2:50 to 1.00 to 2.00 to 1.00;

(m) With respect to (i) the First Lien Exchange Notes and (ii) any first lien secured Securities issued pursuant to a Securities Demand, in each case, modify the terms of such First Lien Exchange Notes or Securities to reflect any change to any term of the First Lien Bridge Credit Agreement permitted pursuant to the "flex" provisions set forth above, to the extent such term in the First Lien Bridge Credit Agreement is also included in such First Lien Exchange Notes or Securities;

(n) With respect to (i) the Second Lien Exchange Notes and (ii) any second lien secured or unsecured Securities issued pursuant to a Securities Demand, in each case, modify the terms of such Second Lien Exchange Notes or Securities to reflect any change to any term of the Second Lien Bridge Credit Agreement permitted pursuant to the "flex" provisions set forth above, to the extent such term in the Second Lien Bridge Credit Agreement is also included in such Second Lien Exchange Notes or Securities; and

(o) In the event that a Securities Demand has been delivered or the Borrower or any of its affiliates is otherwise pursuing an offering of Securities, require the Borrower to issue up

to an additional $843,000,000 of first lien secured Securities in such offering (the "Flexed TLB Securities"); provided that (i) the Flexed TLB Securities do not cause the First Lien All-in-Yield to exceed the First Lien Total Cap and (ii) the aggregate principal amount of the Incremental TLB Facility, or the commitments therefor, as applicable, shall be reduced on a dollar-for-dollar basis by the aggregate principal amount of any Flexed TLB Securities actually issued.

The agreements set forth in this paragraph shall remain in full force and effect through the Syndication Date (or, solely with respect to the Securities Flex Provisions, the Securities Flex Termination Date) and you agree that, until the Syndication Date (or, solely with respect to the Securities Flex Provisions, the Securities Flex Termination Date), you shall enter into any amendment to the applicable Credit Agreement or any other document that is necessary to give effect to any changes made to the Acquisition Facilities or the Securities pursuant to this paragraph. To the extent that any change is made to any "ratio" basket or exception pursuant to the flex terms set forth above with respect to any indebtedness, a corresponding change shall be made to such term in all other applicable indebtedness. For purposes of this Arranger Fee Letter and the Engagement Letter, a "Successful Syndication" shall mean (a) with respect to the Incremental TLB Facility, that the aggregate amount of the commitments of the Initial Lenders in respect of the Incremental TLB Facility have been reduced to $0 and (b) with respect to the Bridge Facilities, that the aggregate amount of the commitments of the Initial Lenders in respect of the Bridge Facilities have been reduced to $0.

4. Escrow Funding.

The Lead Arrangers shall have the right to require the Borrower to borrow and to fund into escrow, on any date (such date, the "Escrow Date") on or after November 13, 2025, upon written notice (an "Escrow Notice") from the Lead Arranger delivered no less than two business days prior to the Escrow Date, the full amount of the Incremental TLB Facility pursuant to customary escrow arrangements on terms and conditions reasonably satisfactory to the Lead Arrangers and you.

Notwithstanding anything to the contrary contained in the Engagement Letter, this Fee Letter or the applicable Credit Agreement, in the event of any failure by you to comply with the preceding paragraph following receipt of an Escrow Notice with respect to the Incremental TLB Facility (an "Escrow Failure"), (i) 50% of the Incremental Facilities Underwriting Fee with respect to the Incremental TLB Facility and 50% of the Existing Facilities Backstop Fee with respect to the Backstop TLB Facility (as defined in the Original Engagement Letter) shall become immediately due and payable in full on the date that is five business days after the Escrow Date (it being understood that the amount of such underwriting fees paid upon an Escrow Failure shall correspondingly reduce the amount thereof due and payable on the Closing Date) and (ii) a ticking fee (the "Escrow Failure Ticking Fees") shall accrue with respect to the aggregate amount of the commitments in respect of the the Incremental TLB Facility at a rate per annum equal to the interest rate margin that would be applicable to Term SOFR loans made thereunder, which shall include the maximum increase in interest rate margin contemplated by paragraph (a) of the flex provisions set forth in Section 3 above. The Escrow Failure Ticking Fees shall accrue from and including the date that is five business days after the Escrow Date until the earlier to occur of (x)

the Closing Date and (y) the date of termination or expiration of the commitments in respect of the Acquisition Facilities (such earlier date, the "Ticking Fee Termination Date") (calculated on the basis of the actual number of days elapsed in a 360-day year), and will be due and payable in cash quarterly in arrears on the last business day of each calendar quarter and on the Ticking Fee Termination Date, regardless of whether or not the Closing Date occurs.

In the event that the Acquisition is not consummated prior to the Longstop Date and the Closing Date does not occur, all loans under the Incremental TLB Facility that have been funded into escrow shall be repaid in full at par together with all accrued and unpaid interest, but without premium or penalty thereon.

5. Securities Demand.

You agree to engage one or more investment banks reasonably satisfactory to the Required Bookrunners (collectively, and acting together, the "Securities Demand Investment Banks") to privately place debt securities of the Borrower or any of the guarantors of the Bridge Loans, which may include senior unsecured securities, senior secured first lien securities, senior secured second lien securities or any combination of the foregoing (the "Securities"), to replace all or any portion of the funding to be provided by, or to repay all or any portion of the principal and other amounts then outstanding under, the Bridge Loans.

You also agree that you will, and will use reasonable best efforts (which, for the avoidance of doubt, shall not include any efforts that would violate the United Kingdom City Code on Takeover and Mergers) to cause the Target to, (a) commence, in a timely manner, preparation of a customary preliminary offering memorandum or a private placement memorandum, as applicable, relating to the Securities (the "Offering Document") and (b) take such other actions as are reasonably necessary or desirable so that the Securities Demand Investment Banks can, as promptly as reasonably practicable after the date on which a Securities Demand (as defined below) is given, complete an Offering (as defined below).

Further, you hereby agree that, if at any time (but not more than three times) on or after the earlier of (x) November 6, 2025, and (y) the date that is five business days prior to the Closing Date, and prior to the first anniversary of the Closing Date, the First Lien Required Bookrunners or the Second Lien Required Bookrunners give notice (a "Securities Demand") to you, after completion of one customary fixed income investor "roadshow" following the Original Signing Date (which, for the avoidance of doubt, may occur prior to, on or following the Closing Date, and provided that such a roadshow shall not be so required if (a) you have been afforded a bona fide opportunity to participate in and complete such a roadshow and have declined to do so, or (b) the Securities Demand Investment Banks determine in their sole judgment that conducting such a roadshow would be futile), you will, upon delivery of such Securities Demand, offer, issue and sell Securities in such amounts and upon such terms and conditions as are specified in the Securities Demand and, to the extent not specified in the Securities Demand, as determined by the Securities Demand Investment Banks in their sole judgment to be appropriate in light of the then prevailing circumstances and market conditions for comparable securities (which may include issuing the Securities prior to the Closing Date and holding the proceeds thereof in escrow pursuant to customary escrow arrangements) (each such offering, an "Offering"); provided that:

(i) each Offering shall be in respect of a minimum of $300 million aggregate principal amount of Securities or, if less, the aggregate principal amount then remaining committed in respect of or drawn and outstanding under the class or classes of Bridge Loans that will be replaced or repaid, as applicable, with the net proceeds of such Securities;

(ii) the Securities shall be issued through a "Rule 144A-for-life" or other private placement without registration rights;

(iii) unless otherwise mutually agreed by you and the Required Bookrunners, the guarantee and collateral structure for each series of Securities shall be consistent with that provided under the class of Bridge Loans that will be replaced or repaid, as applicable, with the net proceeds of such series of Securities, subject to an investment grade fall away provision substantially identical to that applicable to the Borrower's 5.00% Senior Notes;

(iv) the interest rate (whether floating or fixed) and issue price shall be determined by the Securities Demand Investment Banks in light of the then-prevailing market conditions for comparable securities, but in no event shall (A) the weighted average effective yield (including the effect of issuance with original issue discount but excluding, for the avoidance of doubt, discounts and other fees paid to the Securities Demand Investment Banks) payable by the issuer thereof in respect of all first lien secured Securities issued pursuant to Securities Demands or otherwise issued to replace or repay the First Lien Bridge Loans and all Flexed TLB Securities (such weighted average effective yield of all such Securities, the "First Lien All-in-Yield") exceed the Total First Lien Cap (as defined below) or (B) the weighted average effective yield (including the effect of issuance with original issue discount but excluding, for the avoidance of doubt, discounts and other fees paid to the Securities Demand Investment Banks) payable by the issuer thereof in respect of all second lien secured Securities and all unsecured Securities issued pursuant to Securities Demands or otherwise issued to replace or repay the Second Lien Bridge Loans (such weighted average effective yield of all such Securities, the "Second Lien All-in-Yield") exceed the Total Second Lien Cap (as defined below);

(v) such Securities shall have an issue price of no less than 98.0%;

(vi) in the case of any series of first lien secured Securities, (A) the maturities thereof shall be not less than seven years after the issue date thereof and the "non-call period" with respect to such Securities shall be three years (subject to customary "T+50" make-whole redemption provisions), thereafter callable at par plus accrued interest plus a premium equal to 50% of the coupon in effect on such Securities, which premium shall decline ratably on each yearly anniversary of the date of such sale to 0% on the date that is two years prior to the final maturity date of such Securities, (B) such Securities shall be optionally redeemable during the "non-call period" pursuant to customary 40% "equity claw" redemption provisions; provided that at least 60% of the original aggregate principal amount of such Securities remains outstanding after each such redemption and (C) during the "non-call period" with respect to such Securities, up to 10% of the aggregate principal amount of such Securities shall be optionally redeemable during each twelve-month period beginning with the issue date thereof at a price equal to 103% of the aggregate principal amount thereof plus accrued interest;

(vii) in the case of any series of second lien secured Securities or unsecured Securities, (A) the maturities thereof shall be not less than eight years after the issue date thereof and the "non-call period" with respect to such Securities shall be three years (subject to customary "T+50" make-whole redemption provisions), thereafter callable at par plus accrued interest plus a premium equal to 50% of the coupon in effect on such Securities, which premium shall decline ratably on each yearly anniversary of the date of such sale to 0% on the date that is three years prior to the final maturity date of such Securities and (B) such Securities shall be optionally redeemable during the "non-call period" pursuant to customary 40% "equity claw" redemption provisions; provided that at least 60% of the original aggregate principal amount of such Securities remains outstanding after each such redemption;

(viii) the Securities shall include terms with respect to (A) change of control, (B) modification, (C) defeasance and (D) satisfaction and discharge, in each case, that are substantially similar to those in the indenture, dated as of December 18, 2009, among the Borrower, the guarantors party thereto and U.S. Bank National Association, as trustee (the "2009 Indenture");

(ix) the holders of the Securities shall have the absolute and unconditional right to transfer such Securities in compliance with applicable law to any third parties;

(x) the Securities shall, to the extent not otherwise specified herein, include terms substantially similar to those in the 2009 Indenture with (A) adjustments to the negative covenants, financial thresholds for events of default (where applicable) and financial definitions to make such terms substantially similar to (1) in the case of first lien secured Securities, the First Lien Bridge Loans, (2) in the case of second lien secured Securities, the Second Lien Bridge Loans and (3) in the case of unsecured Securities, the Second Lien Bridge Loans, with such modifications as are necessary to reflect the nature of the Securities as unsecured and (B) any other adjustments as may be mutually agreed upon by you and the Required Bookrunners;

(xi) (A) in connection with each Offering you shall enter into, and the sale of such Securities shall be pursuant to, a placement agency agreement or purchase agreement, as applicable, with the Securities Demand Investment Banks, which agreement shall be reasonably consistent with the underwriting agreement executed in connection with the Borrower's 5.00% Senior Notes, with appropriate revisions in light of the transactions contemplated hereby (including the type of Security offered) and developments since the issuance of such Senior Notes and (B) the issuance of such Securities shall be pursuant to one or more indentures consistent with the requirements of this Fee Letter;

(xii) so long as no Demand Failure Event has occurred, after the Closing Date, to the extent that Holdings determines in its sole and absolute discretion that an offering of Securities could result in a material adverse tax consequence to Holdings, such Securities must be sold or immediately resold to bona fide investors which are not affiliated with any lenders under the Bridge Facilities (which for the avoidance of doubt shall include portfolio management affiliates, which shall be deemed to be bona fide unaffiliated investors); and

(xiii) no Securities shall be issued prior to the earlier of (a) in the case of an issuance of Securities where the proceeds will be held in escrow, November 13, 2025 and (b) the Closing Date, unless otherwise agreed by the Borrower.

Notwithstanding anything to the contrary herein, the calculation of each of the Total First Lien Cap and the Total Second Lien Cap shall exclude the effect of any resale below par to the extent such discount exceeds any original issue discount as issued by you and shall not take into account any tax cost related thereto in addition to such original issue discount.

In connection with any Securities Demand, you agree that the Offering Document for such Offering shall include information regarding Holdings, the Borrower, the guarantors of the Securities being offered, the Target and the Acquisition of the type and form customarily included in private placements under Rule 144A under the Securities Act, including all financial statements, business and other financial data of the type required in a registered offering by Regulation S-X and Regulation S-K under the Securities Act (including all audited financial statements (and related audit reports), all unaudited financial statements (with respect to which independent accountants shall have performed a SAS 100 review) and all pro forma financial statements (but excluding (1) financial statements or information required by Rules 3-09, 3-10, 13-01 or 13-02 of Regulation S-X (provided that reasonable and customary information with respect to non-guarantors in the aggregate shall be provided), (2) "segment reporting" and Compensation Discussion and Analysis required by Regulation S-K Item 402(b) and (3) other information or financial data customarily excluded from a Rule 144A offering memorandum) and all information that would be necessary for the Securities Demand Investment Banks to receive customary "comfort" letters (including customary "negative assurance" comfort) that independent registered public accounting firms of both you and the Target would be prepared to deliver upon completion of customary procedures in connection with such Offering. In addition, to assist the Securities Demand Investment Banks in a timely completion of each Offering, you agree, upon the Securities Demand Investment Banks' reasonable request, to make your senior officers and representatives available to the Securities Demand Investment Banks in connection with such Offering (and, upon the Securities Demand Investment Banks' reasonable request, your using reasonable best efforts (which, for the avoidance of doubt, shall not include any efforts that would violate the United Kingdom City Code on Takeovers and Mergers) to make senior officers and representatives of the Target available to the Securities Demand Investment Banks), including making them available to assist in the preparation of each Offering Document (including assistance in obtaining industry data), to participate in due diligence sessions and to participate in a reasonable number of roadshows or investor conference calls to market the Securities (in all cases, at times and locations to be mutually agreed upon).

It is understood and agreed that, in the event of a failure to issue Securities in connection with a Securities Demand in accordance with the provisions hereof (a) with respect to a Securities Demand delivered on or after the Closing Date, within five business days after delivery of such Securities Demand, or (b) with respect to any Securities Demand delivered prior to the Closing Date, on the Closing Date (it being understood and agreed that Securities shall not be required to be issued prior to the earlier of (x) in the event of an issuance of Securities where the proceeds will be held in escrow, November 13, 2025 and (y) the Closing Date) (such event, a "Demand Failure Event" and such date, as applicable, the "Demand Failure Date"), (i)(A) the interest rate on the First Lien Bridge Loans (and the First Lien Exchange Notes (if and when issued) shall automatically increase such that the weighted average First Lien All-in-Yield shall be equal to the Total First Lien Cap and (B) the interest rate on the Second Lien Bridge Loans (and the Second Lien Exchange Notes (if and when issued) shall automatically increase such that the

weighted average Second Lien All-in-Yield shall equal to the Total Second Lien Cap, (ii) the First Lien Bridge Rollover Fee and Second Lien Bridge Rollover Fee shall be immediately due and payable (if not previously paid), calculated based on the principal amount of the respective loans committed in respect of or drawn and outstanding under the Bridge Facilities on the Demand Failure Date, (iii) any restrictions on the transfer of Bridge Loans shall cease to apply and (iv) the call protection and change of control provisions of each class of Exchange Notes shall become applicable to the related class of Bridge Loans. The foregoing shall be the sole and exclusive remedies for a Demand Failure Event (provided that such remedies shall be in addition to the remedies set forth in the second succeeding paragraph below in connection with the occurrence of a Securities Escrow Date (as defined below)) and such a failure shall not constitute a default or event of default under the Bridge Facilities.

It is further understood and agreed that, as long as any such Securities are held by any Initial Lender or its affiliates (other than asset management affiliates purchasing the Securities in the ordinary course of their business as part of a regular distribution of the Securities (the "Asset Management Affiliates"), and excluding Securities acquired pursuant to *bona fide* open market purchases from third parties or market making activities), such Securities shall be optionally redeemable at any time by the issuer thereof or any of its affiliates at par, plus accrued and unpaid interest.

Notwithstanding anything to the contrary contained in the Commitment Letter, the First Lien Bridge Credit Agreement, the Second Lien Bridge Credit Agreement or this Arranger Fee Letter, if any commitments in respect of the Bridge Facilities exist on or after the date (the "Securities Escrow Date") that is five business days after the date that the first Securities Demand has been delivered in accordance with this Arranger Fee Letter on or after November 6, 2025 which requires that Securities be issued into escrow, (i) 50% of the Bridge Commitment Fees with respect to the aggregate commitments in respect of the Bridge Facilities that exist on such fifth business day which commitments correspond to the aggregate principal amount of Securities failed to be issued following such Securities Demand shall become immediately due and payable (it being understood that the amount of the Bridge Commitment Fees so paid shall correspondingly reduce the amount thereof due and payable on the Closing Date) and (ii)(1) a ticking fee (the "First Lien Bridge Ticking Fee") shall accrue with respect to the average daily amount of the commitments in respect of the First Lien Bridge Facility at a rate per annum equal to the Total First Lien Cap and (2) a ticking fee (the "Second Lien Bridge Ticking Fee") shall accrue with respect to the average daily amount of the commitments in respect of the Second Lien Bridge Facility at a rate per annum equal to the Total Second Lien Cap. The First Lien Bridge Ticking Fee and the Second Lien Bridge Ticking Fee shall accrue from and including the Securities Escrow Date until the Ticking Fee Termination Date (calculated on the basis of the actual number of days elapsed in a 360-day year), and will be due and payable in cash on the Ticking Fee Termination Date, regardless of whether or not the Closing Date occurs.

"First Lien Required Bookrunners" means the Lead Arrangers with respect to the First Lien Bridge Facility who hold (when taken together with their affiliates) at least a majority of the aggregate amount of the commitments provided under the First Lien Bridge Facility on the date hereof.

"Required Bookrunners" means the First Lien Required Bookrunners and the Second Lien Required Bookrunners.

"Second Lien Required Bookrunners" means the Lead Arrangers with respect to the Second Lien Bridge Facility who hold (when taken together with their affiliates) at least a majority of the aggregate amount of the commitments provided under the Second Lien Bridge Facility on the date hereof.

"Total First Lien Cap" means [redacted]% per annum; provided that (i) on April 29, 2025, the Total First Lien Cap shall increase to [redacted]% per annum, (ii) on July 28, 2025, the Total First Lien Cap shall increase to [redacted]% per annum and (iii) on October 26, 2025, the Total First Lien Cap shall increase to [redacted]% per annum.

"Total Second Lien Cap" means [redacted]% per annum; provided that (i) on April 29, 2025, the Total Second Lien Cap shall increase to [redacted]% per annum, (ii) on July 28, 2025, the Total Second Lien Cap shall increase to [redacted]% per annum and (iii) on October 26, 2025, the Total Second Lien Cap shall increase to [redacted]% per annum.

6. General.

This Arranger Fee Letter 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 Arranger Fee Letter may not be amended or any provision hereof waived or modified except by an instrument in writing signed by each of the Commitment Parties and you. This Arranger Fee 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 Arranger Fee Letter by facsimile transmission or electronic transmission (in "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Arranger Fee Letter. This Arranger Fee Letter, the Administrative Agent Fee Letter, the Engagement Letter and the Credit Agreements 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 Arranger Fee Letter, the Administrative Agent Fee Letter, the Engagement Letter and the Credit Agreements supersede all prior understandings, whether written or oral, between us with respect to the Acquisition Facilities or the Proposed Amendment. This Arranger Fee Letter is intended to be solely for the benefit of the parties hereto and is not intended to confer any benefits upon, or create any rights in favor of, any person other than the parties hereto. This Arranger Fee 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 Arranger Fee Letter or the Original Arranger Fee Letter and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the State of New York. The third and fourth paragraphs of Section 8 of the Engagement letter are hereby incorporated by reference herein, *mutatis mutandis*. 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 of the Engagement Letter shall apply with equal force and effect to any of such affiliates so performing any such duties or activities.

You agree that you will not disclose, directly or indirectly, this Arranger Fee Letter or the contents hereof other than as permitted by the Engagement Letter (and the provisions of the first paragraph of Section 7 of the Engagement Letter are hereby incorporated by reference herein, *mutatis mutandis*). The market flexibility and Securities Demand provisions contained herein in the third and fifth sections, respectively, shall remain in full force and effect through the Syndication Date regardless of whether the Transactions are consummated and shall be executed and delivered and notwithstanding the termination of this Arranger Fee Letter or the commitments under the Acquisition Facilities.

It is understood and agreed that this Fee Letter shall not constitute or give rise to any commitment, undertaking or obligation on the part of any Commitment Party or any of its affiliates to provide any financing in respect of the Acquisition Facilities; such an obligation shall arise only under the Credit Agreements (subject to the conditions and limitations set forth therein) if the same shall become effective.

[The remainder of this page intentionally left blank]

Please confirm that the foregoing is our mutual understanding by signing and returning to the Commitment Parties an executed counterpart of this Arranger Fee Letter.

Very truly yours,

JPMORGAN CHASE BANK, N.A.

By [redacted]

Name: [redacted]
Title: [redacted]

BANK OF AMERICA, N.A.

By [redacted]

Name: [redacted]
Title: [redacted]

BOFA SECURITIES, INC.

By [redacted]

Name: [redacted]
Title: [redacted]

BANK [redacted]

By [redacted]

Title: [redacted]

BMO CAPITAL MARKETS CORP.

By [redacted]

Name: [redacted]

Title: [redacted]

CITIGROUP GLOBAL MARKETS INC.

By [redacted]

Name: [redacted]
Title: [redacted]

BNP PARIBAS

By [redacted]

Name: [redacted]
Title: [redacted]

[redacted]

Name: [redacted]
Title: [redacted]

BNP PARIBAS SECURITIES CORP.

By [redacted]

Name: [redacted]
Title: [redacted]

[redacted]

Name: [redacted]
Title: [redacted]

MIZU [redacted]

By [redacted]

Name: [redacted]
Title: [redacted]

PNC BANK, NATIONAL ASSOCIATION

By [redacted]

Name: [redacted]
Title: [redacted]

PNC CAPITAL MARKETS LLC

By [redacted]

Name: [redacted]
Title: [redacted]

U.S. BANK NATIONAL ASSOCIATION

By [redacted]

Name: [redacted]
Title:

TRUIST BANK

By [redacted]

Name: [redacted]
Title: [redacted]

TRUIST SECURITIES, INC.

By [redacted]

Name: [redacted]
Title: [redacted]

CITIZENS BANK, N.A.

By [redacted]

Name: [redacted]
Title: [redacted]

FIFTH THIRD BANK, NATIONAL ASSOCIATION

By [redacted]

Name:
Title: [redacted]

THE HUNTINGTON NATIONAL BANK

By [redacted]

Name: [redacted]
Title: [redacted]

HSBC BANK USA, NATIONAL ASSOCIATION

By [redacted]

Name: [redacted]
Title: [redacted]

HSBC SECURITIES (USA) INC.

By [redacted]

Name: [redacted]
Title: [redacted]

KEYBANK NATIONAL ASSOCIATION

By [redacted]

Name: [redacted]
Title: [redacted]

KEYBANC CAPITAL MARKETS

By [redacted]

Name: [redacted]
Title: [redacted]

COMMERZBANK AG, NEW YORK BRANCH

By [redacted]

Name: [redacted]
Title: [redacted]

By [redacted]

Name: [redacted]
Title: [redacted]

DEUTSCHE BANK AG NEW YORK BRANCH

By [redacted]

Name: [redacted]
Title:

DEUTSCHE BANK SECURITIES INC.

By [redacted]

Name [redacted]
Title:

DEUTSCHE BANK AG NEW YORK BRANCH

By [redacted]

Name: [redacted]
Title:

DEUTSCHE BANK SECURITIES INC.

By [redacted]

Name [redacted]
Title:

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

AMERICAN AXLE &
MANUFACTURING HOLDINGS, INC.

By [redacted]

Name
Title: [redacted]

AMERICAN AXLE &
MANUFA[redacted]

By [redacted]

Name:
Title: [redacted]