

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

Administrative Agent Fee Letter

Ladies and Gentlemen:

Reference is made to the Engagement and Syndication Letter dated the date hereof (the “Engagement Letter”) among you and JPMorgan Chase Bank, N.A. (“JPMorgan”). Terms used but not defined in this letter agreement shall have the meanings assigned to them in the Engagement Letter (including the exhibits thereto). This letter agreement is the “Administrative Agent Fee Letter” referenced in the Engagement Letter and shall hereinafter be referred to as the “Administrative Agent Fee Letter”.

As consideration for JPMorgan’s agreement to act as sole and exclusive administrative agent and collateral agent for the Backstop Facilities, you agree to pay to JPMorgan an administration fee (the “Backstop Facilities Administration Fee”) in an amount of \$100,000 per annum, due and payable quarterly in advance, computed from the Closing Date to the final maturity date (or termination and indefeasible payment in full) of the Backstop Facilities and any other commitments or loans under the Backstop Credit Agreement (the “Backstop Term”). The first payment of the Backstop Facilities Administration Fee will be due upon the Closing Date for the period from the Closing Date to the last day of the calendar quarter in which the Closing Date occurs (on a prorated basis), and each payment of the Backstop Facilities Administration Fee thereafter will be due on the first business day of each calendar quarter during the Backstop Term commencing with the first business day of the calendar quarter immediately following the calendar quarter in which the Closing Date occurs.

You acknowledge and agree that the administration fee (the “Senior Facilities Administration Fee”) with respect to the Existing Credit Agreement payable to JPMorgan pursuant to the Administrative Agent Fee Letter dated as of November 3, 2016, between you and JPMorgan shall continue to be payable to JPMorgan on the terms provided for therein so long as any loans or commitments are outstanding under the Existing Credit Agreement or the Amended Credit Agreement.

If the Borrower borrows under the First Lien Bridge Facility, you agree to pay to JPMorgan an administration fee (the “First Lien Bridge Administration Fee”) in an amount of \$50,000 per annum, due and payable quarterly in advance, computed from the Closing Date to the maturity date (or termination and indefeasible payment in full) of the First Lien Bridge Facility (the “First Lien Bridge Term”). The first payment of the First Lien Bridge Administration Fee will be due upon the Closing Date for the period from the Closing Date to the last day of the calendar quarter in which the Closing Date occurs (on a prorated basis), and each payment of the First Lien Bridge Administration Fee thereafter will be due on the first business day of each calendar quarter during the First Lien Bridge Term commencing with the first business day of the calendar quarter immediately following the calendar quarter in which the Closing Date occurs.

If the Borrower borrows under the Second Lien Bridge Facility, you agree to pay to JPMorgan an administration fee (the “Second Lien Bridge Administration Fee”) in an amount of \$50,000 per annum, due and payable quarterly in advance, computed from the Closing Date to the maturity date (or termination and indefeasible payment in full) of the Second Lien Bridge Facility (the “Second Lien Bridge Term”). The first payment of the Second Lien Bridge Administration Fee will be due upon the Closing Date for the period from the Closing Date to the last day of the calendar quarter in which the Closing Date occurs (on a prorated basis), and each payment of the Second Lien Bridge Administration Fee thereafter will be due on the first business day of each calendar quarter during the Second Lien Bridge Term commencing with the first business day of the calendar quarter immediately following the calendar quarter in which the Closing Date occurs.

As consideration for JPMorgan’s agreements to structure and arrange the Acquisition Facilities, you agree to pay to JPMorgan on the Closing Date, for its own account, a structuring fee (the “Structuring Fee”) equal to (i) 0.10% of the aggregate amount of the commitments in respect of the Bridge Facilities and the Backstop Facilities on the date hereof or (ii) if the Backstop Termination (as defined in the Arranger Fee Letter) occurs within 15 business days following the date hereof, 0.10% of the aggregate amount of the commitments in respect of the Bridge Facilities and the Incremental TLB Facility on the date hereof. The Structuring Fee will be earned, due and payable in full on the Closing Date.

You agree that, except as otherwise expressly contemplated in writing, once paid, the fees or any part thereof payable hereunder shall not be refundable under any circumstances. All fees payable hereunder shall be paid 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 JPMorgan’s out-of-pocket expenses (to the extent required to be reimbursed under the terms of the Engagement Letter).

This Administrative Agent Fee Letter shall not be assignable by you, and your obligations hereunder may not be delegated, without the prior written consent of JPMorgan, and any attempted assignment without such consent shall be void. This Administrative Agent Fee Letter may not be amended or any provision hereof waived or modified except by an instrument in writing signed by JPMorgan and you. This

Administrative Agent 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 Administrative Agent 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 Administrative Agent Fee Letter. This Administrative Agent Fee Letter, the Arranger 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 Administrative Agent Fee Letter, the Arranger 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 Administrative Agent 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 ADMINISTRATIVE AGENT 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 ADMINISTRATIVE AGENT FEE LETTER AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. JPMorgan may perform the duties and activities described hereunder through any of its 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 Administrative Agent Fee Letter or the contents hereof other than as permitted by the Engagement Letter.

[The remainder of this page intentionally left blank]

Please confirm that the foregoing is our mutual understanding by signing and returning to JPMorgan an executed counterpart of this Administrative Agent Fee Letter.

Very truly yours,

JPMORGAN CHASE BANK, N.A.

By

[Redacted Signature]

Name:

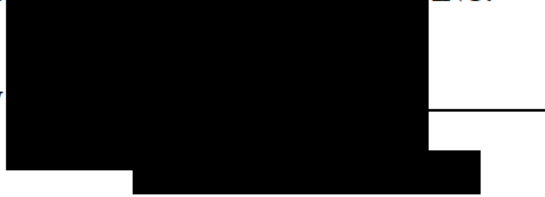
Title:

[Redacted Name and Title]

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

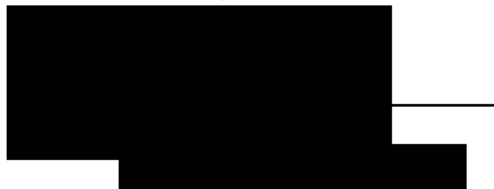
AMERICAN AXLE &
MANUFACTURING HOLDINGS, INC.

By

A large black rectangular redaction box covering the signature and name of the representative of American Axle & Manufacturing Holdings, Inc. A horizontal line extends from the right side of the box.

AMERICAN AXLE &
MANUFACTURING, INC.

By

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