

## ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this “Agreement”) is entered into as of October 3, 2025, by and among American Axle & Manufacturing, Inc. (the “Issuer”) and American Axle & Manufacturing Holdings, Inc. (collectively with the Issuer, “Party A”), J.P. Morgan Securities plc, as financial advisor, a company duly incorporated in England having its registered office at 25 Bank Street, Canary Wharf, London E14 5JP (“Party B”), U.S. Bank Trust Company, National Association, solely in its capacity as trustee (the “Secured Notes Trustee”) under the Secured Notes Indenture (as defined below), U.S. Bank Trust Company, National Association, solely in its capacity as trustee (the “Unsecured Notes Trustee” and, together with the Secured Notes Trustee, the “Trustees”) under the Unsecured Notes Indenture (as defined below) and together with Party A and Party B, sometimes referred to individually as “Party” and collectively as the “Parties”), and JPMorgan Chase Bank, N.A. (“Escrow Agent”). Capitalized terms used in this Agreement and not defined in this Agreement shall have the same meanings as in the Indentures.

### BACKGROUND

Party B acts as financial adviser to Party A in connection with the offer (the “Offer”) made by Party A to acquire the entire issued and to be issued share capital of Dowlais Group plc. (“Dowlais”) on terms set out in an announcement of a firm intention to make an offer for the entire issued and to be issued capital of Dowlais pursuant to Rule 2.7 of the UK’s City Code on Takeovers and Mergers (the “Code”) on 29 January 2025 (the “Rule 2.7 Announcement”) and will be effected by means of a Scheme of Arrangement under Part 26 of the UK Companies Act 2006. In connection with the Offer, and in accordance with Rules 2.7(d) and 24.8 of the Code, Party B is required to confirm (the “Cash Confirmation”) that there are sufficient resources available to Party A to satisfy the full cash consideration payable under the Offer. Party B made and continues to make the Cash Confirmation in reliance on a number of matters including the representations given by Party A in both this Agreement and a representation letter from Party A to Party B dated on or around the date of this Agreement (the “Cash Confirmation Letter”). In order to support the accuracy of the Cash Confirmation, it is agreed that withdrawals from, and other dealings with, the Escrow Accounts (as defined in Section 2(a) below) will only be undertaken in accordance with the terms of the applicable Indenture (as defined below), this Agreement and the Cash Confirmation Letter.

**WHEREAS**, this Agreement is being entered into in connection with (i) that certain purchase agreement (the “Purchase Agreement”) dated as of September 19, 2025, among Party A, the initial subsidiary guarantors party thereto and J.P. Morgan Securities LLC, as representative of the initial purchasers set forth therein (collectively, the “Initial Purchasers”), (ii) that certain indenture (the “Secured Notes Indenture”) dated as of the date hereof, governing Party A’s \$850,000,000 6.375% Senior Secured Notes due 2032 (the “Secured Notes”) by and among Party A, the Secured Notes Trustee and the guarantors from time to time party thereto and (iii) that certain indenture (the “Unsecured Notes Indenture” and together with the Secured Notes Indenture, the “Indentures”) dated as of the date hereof, governing the Issuer’s \$1,250,000,000 7.750% Senior Notes due 2033 (the “Unsecured Notes” and together with the Secured Notes, the “Notes”) by and among the Issuer, the Unsecured Notes Trustee and the guarantors from time to time party thereto;

**WHEREAS**, Party A will issue all of the Secured Notes and a portion of the Unsecured Notes to fund the transactions contemplated by the Offer, including the cash consideration payable under the Offer.

**WHEREAS**, Party A has agreed to deposit in escrow certain funds from the issuance of the Notes and wishes such deposit to be subject to the terms and conditions set forth herein.

1. **Appointment.** The Parties hereby appoint Escrow Agent as their escrow agent for the purposes set forth herein, and Escrow Agent hereby accepts such appointment under the terms and conditions set forth herein.

2. **Fund; Investment.** (a) Party A agrees to deposit or cause to be deposited with Escrow Agent the sum of \$850 million gross proceeds from the Secured Notes and the amount of interest that would accrue on the Secured Notes from and including the date hereof to but excluding October 31, 2025 (the “Secured Notes Initial Escrow Deposit”) and \$600 million gross proceeds from the Unsecured Notes and the amount of interest that would accrue on

\$600 million aggregate principal amount of the Unsecured Notes from and including the date hereof to but excluding October 31, 2025 (the “Unsecured Notes Initial Escrow Deposit,” and together with the Secured Notes Initial Escrow Deposit, the “Initial Escrow Deposits”). In addition, unless the Initial Escrow Deposits have been released in accordance with the terms hereof and of the Indentures, no later than the date that is three Business Days prior to the last day of each month beginning with October 31, 2025 and ending with the later of (i) June 29, 2026 and (ii) such later date (if any) as Party A and Dowlais may agree to extend the “Long Stop Date” (as defined in the Rule 2.7 Announcement), Party A will deposit (or cause to be deposited) into the applicable Escrow Account an amount of additional cash in U.S. dollars equal to (1) in the case of the Escrow Account for the Secured Notes, the interest that would accrue on \$850 million aggregate principal amount of the Secured Notes from and including the last day of the then-current month to but excluding the last day of the immediately succeeding month (each, a “Secured Notes Additional Deposit” and, collectively with the Secured Notes Initial Escrow Deposit, the “Secured Notes Escrow Deposit”) and (2) in the case of the Escrow Account for the Unsecured Notes, the amount of interest that would accrue on \$600 million aggregate principal amount of Unsecured Notes from and including the last day of the then-current month to but excluding the last day of the immediately succeeding month (each, an “Unsecured Notes Additional Deposit” and, collectively with the Unsecured Notes Initial Escrow Deposit, the “Unsecured Notes Escrow Deposit”), in each case, as calculated in accordance with the terms of the applicable Indenture. The Escrow Agent shall hold the Secured Notes Escrow Deposit and the Unsecured Notes Escrow Deposit (together, the “Escrow Deposits”) in accordance with the terms of this Agreement. The Escrow Agent shall invest and reinvest the Secured Notes Escrow Deposit and all interest or other income thereof (the “Secured Notes Escrow Fund”) in an interest bearing demand deposit account at JPMorgan Chase Bank, N.A., or a comparable successor investment offered by Escrow Agent (the “Secured Notes Escrow Account”). The Escrow Agent shall invest and reinvest the Unsecured Notes Escrow Deposit and all interest or other income thereof (the “Unsecured Notes Escrow Fund,” and together with the Secured Notes Escrow Fund, the “Funds”) in an interest bearing demand deposit account at JPMorgan Chase Bank, N.A., or a comparable successor investment offered by Escrow Agent (the “Unsecured Notes Escrow Account,” and together with the Secured Notes Escrow Account, the “Escrow Accounts”). Party A shall provide Escrow Agent with prior written notice via email of any such deposits. Interest bearing demand deposit accounts have rates of compensation that may vary from time to time as determined by Escrow Agent. No other investment of the Escrow Deposits will be permitted during the term of this Agreement.

(b) Party A shall grant pursuant to Section 9, for the benefit of the Secured Notes Trustee and holders of the Secured Notes, a first-priority security interest in the Secured Notes Escrow Account, and Party A shall grant pursuant to Section 9, for the benefit of the Unsecured Notes Trustee and holders of the Unsecured Notes, a first-priority security interest in the Unsecured Notes Escrow Account, in each case, as described in Section 9.

(c) Escrow Agent will not provide supervision, recommendations or advice relating to either the investment of moneys held in the Escrow Accounts or the purchase, sale, retention or other disposition of any investment described herein, and each Party acknowledges that it was not offered any investment, tax or accounting advice or recommendation by Escrow Agent with regard to any investment and has made an independent assessment of the suitability and appropriateness of any investment selected hereunder for purposes of this Agreement. Escrow Agent shall not have any liability for any loss sustained as a result of any investment made pursuant to the terms of this Agreement or as a result of any liquidation of any investment prior to its maturity or for the failure of an Authorized Representative (as defined in Section 4(b) below) of any of the Parties to give Escrow Agent instructions to invest or reinvest the Funds. Escrow Agent shall have the right to liquidate any investments held in order to provide funds necessary to make required payments under this Agreement.

(d) All interest or other income earned under this Agreement shall be allocated to American Axle & Manufacturing Inc., paid in the Escrow Accounts (or such other account as notified by Party A to the Escrow Agent in writing), and reported, by Escrow Agent to the IRS, or any other taxing authority, on IRS Form 1099 or 1042/1042-S (or other appropriate form) as income earned from the Escrow Deposits by American Axle & Manufacturing Inc. whether or not said income has been distributed during such year. Escrow Agent shall withhold any taxes it deems appropriate in the absence of proper tax documentation or as required by law, and shall remit such taxes to the appropriate authorities. The Parties hereby represent to Escrow Agent that no other tax withholding or information reporting of any kind is required by Escrow Agent.

3. **Escrow Accounts Use.** The Parties acknowledge and agree that the Funds may not be deposited or withdrawn by the Parties unless pursuant to the terms of this Agreement and consistent with the underlying purpose of this Agreement

as communicated to Escrow Agent by the Parties, and the Funds will not be used for the general operating needs of the Parties while the Funds are held in any accounts governed by this Agreement. The Parties acknowledge and agree that on or before the Escrow Outside Date and subject to compliance with the requirements of Section 4 hereof, the Funds shall be permitted to be withdrawn from the Escrow Accounts only (i) to make periodic interest payments due on the Notes in accordance with the Indentures or (ii) if the following conditions are satisfied:

- (1) all conditions precedent to the Acquisition have been satisfied or waived in accordance with the terms of the Scheme Documents as in effect on September 19, 2025, without amendment or waiver in a manner that would be materially adverse to the Holders of the Notes, other than (i) the payment of the consideration to be paid for the Acquisition for which the Funds are required (but subject to the payment of such consideration using the Funds), and (ii) such other conditions precedent that by their nature are to be satisfied at the time of completion of the Acquisition (but subject to the satisfaction or waiver of such conditions);
- (2) the Scheme Effective Date has occurred or substantially concurrently with the release of the Funds will occur;
- (3) no Default or Event of Default has occurred and is continuing at the time of, or immediately after giving effect to, the Acquisition; and
- (4) the Issuer shall have delivered to the Escrow Agent, the Secured Notes Trustee and the Unsecured Notes Trustee on or before the Escrow Outside Date (and not later than 12:00 p.m. New York City time at least two (2) Business Days prior to the Escrow Release Date specified in such officer's certificate (or such later time as is agreed by the Escrow Agent)), an officer's certificate instructing the Escrow Agent to release the Funds and certifying as to the satisfaction of the conditions in clauses (1) through (3) above (an "Officer's Certificate"). As used herein, "Escrow Outside Date" means the later of (i) June 29, 2026 and (ii) such later date (if any) as the Company and the Target may agree to extend the "Long Stop Date" (as defined in the Co-operation Agreement) in accordance with the Co-operation Agreement. The Issuer will notify the Escrow Agent and the Trustees in writing of any extension of the Escrow Outside Date in accordance with clause (ii) of the immediately preceding sentence. As used herein, "Escrow Release Date" means the date the Funds are released from the Escrow Accounts upon satisfaction of the foregoing conditions (1) through (4).

#### **4. Disposition and Termination.**

- (a) On and from the date hereof until the Escrow Outside Date:
  - (i) the Escrow Agent is hereby authorized and instructed to and agrees to make payments and effect withdrawals from the Escrow Accounts, the Escrow Deposits and the Funds in accordance with:
    - (A) the joint written instructions received by the Escrow Agent from an Authorized Representative substantially in the form of (Exhibit A-1) ("Joint Instructions") of each of Party B and Party A; or
    - (B) the written instructions of an Authorized Representative of Party B in the event that Party A has not countersigned a joint written instruction (in accordance with Section 4(a)(i)(A) substantially in the form of (Exhibit A-2) ("Party B Notice") above by 12 p.m. Central Time on the Business Day (as defined in Section 4(h) below) falling on or prior to the day which falls 7 calendar days after the Offer has become or is declared wholly unconditional or otherwise effective (as confirmed in writing by both Party A and Party B to the Escrow Agent) ("Receiving Agent Funding Date"), and Party B shall be entitled to draw on the Escrow Accounts to make such payment as is due to be made by Party A in accordance with the terms of Offer and as required by the Code without Party A's approval. Party B undertakes to notify the Escrow Agent and Party A promptly upon any such circumstances arising for the purposes of the Escrow Agent complying with its obligations under this Section 4(a)(i)(B); or

- (C) the written instructions of an Authorized Representative of Party A in the event that Party B has not countersigned a joint written instruction (in accordance with Section 4(a)(i)(A) substantially in the form of (Exhibit A-3) ("Party A Notice") above by 12 p.m. Central Time on the Receiving Agent Funding Date, and Party A shall be entitled to draw on the Escrow Accounts to make such payment as is due to be made by Party A in accordance with the terms of Offer and as required by the Code without Party B's approval. Party A undertakes to notify the Escrow Agent and Party B promptly upon any such circumstances arising for the purposes of the Escrow Agent complying with its obligations under this Section 4(a)(i)(C); or
- (D) the written instructions of an Authorized Representative of Party A which instruct the Escrow Agent to disburse Funds to the respective Trustees in order to make periodic interest payments due on the Notes in accordance with the Indentures; and

- (ii) the Escrow Agent is hereby irrevocably instructed and agrees not to deal in any way whatsoever with any of the monies held in or reflected on or effected through the Escrow Accounts from time to time or the Escrow Accounts itself otherwise than in accordance with the express terms of this Agreement and agrees that such monies are held and undertakes to hold such monies only for the purposes of dispersing such monies in the way and manner set out in this Agreement; and

(b) Promptly following the occurrence of the Special Termination Date, the Escrow Agent is instructed, and the Parties acknowledge that the Escrow Agent is authorized, to use the funds transfer instructions set forth in Schedule 3 to disburse all amounts in the Escrow Accounts to the respective Trustees, on behalf of Party A (in accordance with the Standing Instructions (as defined in Section 4(d) below), for use by the respective Trustees for purposes of a Special Mandatory Redemption, as contemplated by the respective Indentures, without a verifying call-back or email confirmation as set forth in this Section 4. As used herein, the "Special Termination Date" is defined as the earliest of (i) the date on which the Issuer notifies the Escrow Agent and the Trustees in writing that it has determined in its sole discretion that the Escrow Conditions cannot be satisfied, (ii) the end of the day on the Escrow Outside Date, if the Escrow Officer's Certificate (as defined below) has not been delivered by such time and (iii) the date on which the Issuer notifies the Escrow Agent and the Trustees in writing that (A) the Issuer will not pursue the consummation of the Acquisition and/or (B) the Scheme lapses or is terminated and an "Escrow Officer's Certificate" shall mean a certificate instructing the Escrow Agent to release the escrowed funds and certifying to the effect that (i) all conditions precedent to the Acquisition have been satisfied or waived in accordance with the terms of the Scheme Documents as in effect on the date of the Offering Memorandum, without amendment or waiver in a manner that would be materially adverse to the Holders of the Notes, other than (A) the payment of the consideration to be paid for the Acquisition for which the Escrowed Property is required (but subject to the payment of such consideration using the Escrowed Property), and (B) such other conditions precedent that by their nature are to be satisfied at the time of completion of the Acquisition (but subject to the satisfaction or waiver of such conditions), (ii) the Scheme Effective Date has occurred or substantially concurrently with the release of the Escrowed Property will occur and (iii) no Default or Event of Default has occurred and is continuing at the time of, or immediately after giving effect to, the Acquisition (clauses (i), (ii) and (iii), collectively, the "Escrow Conditions").

Subject to Section 13, the instructions given to the Escrow Agent in Section 4(a) above may not be amended or revoked prior to the Escrow Outside Date, subject to the Party A Notice (Section 4(a)(i)(B)) and Party B Notice (Section 4(a)(i)(C)), unless such revocation of all or any part thereof has been expressly consented to in writing by an Authorized Representative of each of Party B and Party A (other than in circumstances where Section 4(a)(i)(B) or Section 4(a)(i)(C) applies). The Escrow Agent is hereby directed to (and agrees to) disregard any other purported revocation thereof by Party A or any other person. The Escrow Agent is further authorised to (and agrees to) inform Party B forthwith of any purported revocation of the Instruction or any part thereof by Party A or any other person (except in the case of a Party A Notice, a Party B Notice or a Directive).

Notwithstanding anything to the contrary, any instructions in any way related to the transfer or distribution of the Funds must, in order to be deemed delivered and effective, be in writing and executed by the appropriate Party or Parties as evidenced by the signatures of the person or persons signing this Agreement or one of the designated persons as set forth on the Designation of Authorized Representatives attached hereto as Schedule 1-A, 1-B, 1-C and 1-D (each an "Authorized Representative"), and delivered to Escrow Agent only by facsimile (as evidenced by a confirmed transmittal to the applicable Party's or Parties' transmitting fax number) or as a Portable Document Format ("PDF")

attached to an email only at the fax number or email address set forth in Section 12 below or through an online platform offered by Escrow Agent's escrow services business ("Escrow Direct"). Escrow Agent shall not be liable to any Party or other person for refraining from acting upon any instruction for or related to the transfer or distribution of the Funds that does not satisfy the requirements herein. Escrow Agent may rely and act upon the confirmation of anyone purporting to be an Authorized Representative in connection with any of Escrow Agent's verifying callbacks or email confirmations. Notwithstanding anything to the contrary, the Parties acknowledge and agree that Escrow Agent (i) shall have no obligation to take any action in connection with this Agreement on a non-Business Day and any action Escrow Agent may otherwise be required to perform on a non-Business Day may be performed by Escrow Agent on the following Business Day and (ii) may not transfer or distribute the Funds until Escrow Agent has completed its security procedures.

(d) Each Party authorizes Escrow Agent to use the funds transfer instructions ("Standing Instructions") specified for it in Schedule 3 attached hereto (as may be supplemented from time to time as described below) to disburse any funds due to such Party, without a verifying callback or email confirmation as set forth below.

(e) If any funds transfer instructions other than Standing Instructions are set forth in a permitted instruction from a Party or the Parties in accordance with this Agreement, Escrow Agent may confirm such funds transfer instructions by a telephone callback or email confirmation to an Authorized Representative of such Party or Parties and thereafter, such funds transfer instructions shall also be considered the applicable Party's Standing Instructions hereunder. To the extent a callback or email confirmation is undertaken, no funds will be disbursed until such confirmation occurs. If multiple disbursements are provided for under this Agreement pursuant to any Standing Instructions, only the date, amount and/or description of payments may change without requiring a telephone callback or email confirmation.

(f) The persons designated as Authorized Representatives and telephone numbers and email addresses for same may be changed only in a writing executed by an Authorized Representative or other duly authorized person of the applicable Party setting forth such changes and actually received by Escrow Agent via facsimile or as a PDF attached to an email or through Escrow Direct. Escrow Agent may confirm any such change in Authorized Representatives by a telephone callback or email confirmation according to its security procedures.

(g) Escrow Agent and other financial institutions, including any intermediary bank and the beneficiary's bank, may rely upon the identifying number of the beneficiary, the beneficiary's bank or any intermediary bank included in a funds transfer instruction, even if it identifies a person different from the beneficiary, the beneficiary's bank or intermediary bank identified by name. It is understood that the purpose of Escrow Agent's security procedures is to verify the authenticity of, and not to detect errors in, instructions.

(h) As used in this Agreement, "Business Day" shall mean any day other than a Saturday, Sunday or any other day on which Escrow Agent located at the notice address set forth below is authorized or required by law or executive order to remain closed. The Parties acknowledge that the security procedures set forth in this Section 4 are commercially reasonable. Upon delivery of the Funds in full by Escrow Agent, this Agreement shall terminate and all the related account(s) shall be closed, subject to the provisions of Sections 7 and 8; provided that, if any portion of the Funds are promptly returned to Escrow Agent due to an erroneous funds transfer instruction, such termination and closure shall not occur until the subsequent delivery of the Funds in full by Escrow Agent.

(i) Notwithstanding anything to the contrary contained in this Agreement:

(A) in the event that an electronic signature is affixed to an instruction issued hereunder to disburse or transfer funds, such instruction may be confirmed by a verifying callback (or email confirmation) to an Authorized Representative;

(B) in the event the Special Termination Date occurs, Party A and Party B will provide Escrow Agent written instructions as to the release of the Unsecured Notes Escrow Fund and the Secured Notes Escrow Fund, respectively, and the Escrow Agent will cause the release, on the third business day after the Special Termination Date to fund the Special Mandatory Redemption Price for the applicable Unsecured Notes (with such Unsecured Notes selected in accordance with the terms of the Unsecured Notes Indenture) and the Secured Notes, respectively, in a Special Mandatory Redemption, in accordance with the terms of the

Unsecured Notes Indenture and the Secured Notes Indenture (capitalized terms used but not defined in this clause (B) and in the following clause (C) shall have the meanings given to such terms by, in the case of the Unsecured Notes, the Unsecured Notes Indenture and, in the case of the Secured Notes, the Secured Notes Indenture);

(C) in the event the Escrow Release Date occurs, the Issuer will deliver to the Escrow Agent the Escrow Officer's Certificate instructing (including relevant wiring instructions) the Escrow Agent to cause, and the Escrow Agent will cause, the Funds to be released from the Escrow Accounts on the Escrow Release Date, and \$9,000,000 of the Unsecured Notes Escrow Fund and \$8,500,000 of the Secured Notes Escrow Fund will be released on the Escrow Release Date to J.P. Morgan Securities LLC, as representative of the Initial Purchasers, as the Secured Notes Commission (as defined in the Purchase Agreement) and a portion of the Unsecured Notes Commission (as defined in the Purchase Agreement), in accordance with the Purchase Agreement; and

(D) each of Party A and Party B agree to deliver the joint written instructions contemplated by Section 4(a) or Section 4(b), as applicable, only upon satisfaction of the conditions set forth in Section 3 and Section 4(b), respectively.

5. **Escrow Agent.** Escrow Agent shall have only those duties as are specifically and expressly provided herein, and no other duties, including but not limited to any fiduciary duty, shall be implied. Notwithstanding anything to the contrary, Escrow Agent has no knowledge of, nor any obligation to comply with, the terms and conditions of any other agreement, Escrow Agent shall not be responsible for determining the meaning of any capitalized term not entirely defined herein, nor shall Escrow Agent be required to determine if any Party has complied with any other agreement. Notwithstanding the terms of any other agreement, the terms and conditions of this Agreement shall control the actions of Escrow Agent. Escrow Agent may conclusively rely upon any written notice, document, instruction or request delivered by the Parties believed by it to be genuine and to have been signed by an Authorized Representative(s), as applicable, without inquiry and without requiring substantiating evidence of any kind and Escrow Agent shall be under no duty to inquire into or investigate the validity, accuracy or content of any such document, notice, instruction or request save as expressly set out herein. With respect to any instruction or notice from a Party that Escrow Agent has received, Escrow Agent shall be entitled to conclusively presume that the other Party (or Parties) has simultaneously received such instruction or notice. Any notice, document, instruction or request delivered by a Party but not contemplated under this Agreement may be disregarded by Escrow Agent provided that Escrow Agent has first taken reasonable steps to determine if such notice, document, instruction or request was intended to be a notice, document, instruction or request under this Agreement. Escrow Agent shall NOT BE LIABLE FOR ANY ACTION TAKEN, SUFFERED OR OMITTED TO BE TAKEN BY IT IN GOOD FAITH EXCEPT TO THE EXTENT THAT ESCROW AGENT'S FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT WAS THE CAUSE OF ANY DIRECT LOSS TO ANY PARTY. Escrow Agent may execute any of its powers and perform any of its duties hereunder directly or through affiliates or agents. In the event Escrow Agent shall be uncertain, or believes there is some ambiguity, as to its duties or rights hereunder or receives instructions, claims or demands from any Party hereto which in Escrow Agent's judgment conflict with the provisions of this Agreement, or if Escrow Agent receives conflicting instructions from the Parties, Escrow Agent shall be entitled either to: (a) refrain from taking any action until it shall be given (i) a joint written direction executed by Authorized Representatives of the Parties which eliminates such ambiguity or conflict or (ii) a court order issued by a court of competent jurisdiction (it being understood that Escrow Agent shall be entitled conclusively to rely and act upon any such court order and shall have no obligation to determine whether any such court order is final); or (b) file an action in interpleader. Escrow Agent shall have no duty to solicit any payments which may be due it or any accounts governed by this Agreement, including, without limitation, the Escrow Deposits nor shall Escrow Agent have any duty or obligation to confirm or verify the accuracy or correctness of any amounts deposited with it hereunder. ANYTHING IN THIS AGREEMENT TO THE CONTRARY NOTWITHSTANDING, IN NO EVENT SHALL ESCROW AGENT BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOST PROFITS), EVEN IF ESCROW AGENT HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH LOSS OR DAMAGE AND REGARDLESS OF THE FORM OF ACTION.

6. **Termination; Resignation; Succession.**

Escrow Agent may resign and be discharged from its duties or obligations hereunder by giving no less than ninety (90) days advance notice in writing of such resignation to the Parties specifying a date when such resignation shall take effect or may be removed, with or without cause, by the Parties at any time after giving not less than ninety (90) days advance joint written notice to Escrow Agent. Escrow Agent's sole responsibility after such ninety (90) day notice period expires shall be to hold the Funds (without any obligation to reinvest the same) and to deliver the same to a designated substitute escrow agent, if any, jointly appointed by the Parties, or such other person jointly designated by the Parties, or in accordance with the directions of a final court order, at which time of delivery, Escrow Agent's obligations hereunder shall cease and terminate. If prior to the effective resignation or removal date of Escrow Agent the Parties have failed to jointly appoint a successor escrow agent, or to jointly instruct Escrow Agent to deliver the Funds to another person as provided above, or if such delivery is contrary to applicable law, at any time on or after the effective resignation date, Escrow Agent may either (a) interplead the Funds with a court located in the State of New York and the costs, expenses and reasonable attorney's fees which are incurred in connection with such proceeding may be charged and withdrawn from the Funds; or (b) appoint a successor escrow agent of its own choice provided that such successor escrow agent must be a bank or other entity with at least \$500,000,000 of assets and is appointed on substantially similar terms to this Agreement. Any appointment of a successor escrow agent shall be binding upon the Parties and no appointed successor escrow agent shall be deemed to be an agent of Escrow Agent. Escrow Agent shall deliver the Funds to any appointed successor escrow agent, at which time Escrow Agent's obligations under this Agreement shall cease and terminate. Any entity into which Escrow Agent may be merged or converted or with which it may be consolidated, or any entity to which all or substantially all the escrow business may be transferred, shall be Escrow Agent under this Agreement without further act.

7. **Compensation; Acknowledgment.** Party A agrees to pay Escrow Agent upon execution of this Agreement and from time to time thereafter reasonable compensation for the services to be rendered hereunder, which unless otherwise agreed in writing, shall be as described in Schedule 2. Each of the Parties further agrees to the disclosures and agreements set forth in Schedule 2.

8. **Indemnification and Reimbursement.** Party A agrees to indemnify, defend, hold harmless, pay or reimburse Escrow Agent and its affiliates and their respective successors, assigns, directors, agents and employees (the "Indemnitees") from and against any and all losses, damages, claims, liabilities, taxes (other than taxes on income earned by an Indemnitee in connection herewith), costs or expenses (including reasonable and documented attorney's fees) (collectively "Losses"), resulting directly or indirectly from (a) Escrow Agent's performance of this Agreement, except to the extent that such Losses are finally determined by a court of competent jurisdiction to have been caused by the gross negligence, willful misconduct, or bad faith of an Indemnitee; and (b) Escrow Agent's following, accepting or acting upon any instructions or directions, whether joint or singular, from the Parties received in accordance with this Agreement. The obligations set forth in this Section 8 shall survive the resignation, replacement or removal of Escrow Agent or the termination of this Agreement.

9. **Grant of Security Interest; Instructions to Escrow Agent.** (a) (I) As security for the due and punctual payment when due of all amounts that may be payable to the holders of the Secured Notes from time to time pursuant to this Agreement, Party A hereby grants a first-priority security interest in and lien on, to the Secured Notes Trustee for the benefit of the holders of the Secured Notes, all of its right, title and interest in:

- (i) the Secured Notes Escrow Account and the funds now or hereafter placed or deposited in, or delivered to the Escrow Agent for placement or deposit in, the Secured Notes Escrow Account, including, without limitation, all funds held therein;
- (ii) all rights which Party A has under this Agreement in respect of the Secured Notes Escrow Account and all rights it may now have or hereafter acquire against the Escrow Agent in respect of its holding all or any part of the funds now or hereafter placed or deposited in, or delivered to the Escrow Agent for placement or deposit in, the Secured Notes Escrow Account, including, without limitation, all funds held therein; and
- (iii) all proceeds (as such term is defined in Section 9-102(a) of the UCC) of any of the foregoing related to the Secured Notes Escrow Account, the funds related thereto or the rights of the Escrow Agent in respect thereof (the "Secured Notes Collateral").

(II) As security for the due and punctual payment when due of all amounts that may be payable from time to time to the holders of the Unsecured Notes pursuant to this Agreement, Party A hereby grants a first-priority security interest in and lien on, to the Unsecured Notes Trustee for the benefit of the holders of the Unsecured Notes, all of its right, title and interest in:

- (i) the Unsecured Notes Escrow Account and the funds now or hereafter placed or deposited in, or delivered to the Escrow Agent for placement or deposit in, the Unsecured Notes Escrow Account, including, without limitation, all funds held therein;
- (ii) all rights which Party A has under this Agreement in respect of the Unsecured Notes Escrow Account and all rights it may now have or hereafter acquire against the Escrow Agent in respect of its holding all or any part of the funds now or hereafter placed or deposited in, or delivered to the Escrow Agent for placement or deposit in, the Unsecured Notes Escrow Account, including, without limitation, all funds held therein; and
- (iii) all proceeds (as such term is defined in Section 9-102(a) of the UCC) of any of the foregoing related to the Unsecured Notes Escrow Account, the funds related thereto or the rights of the Escrow Agent in respect thereof (together with the Secured Notes Collateral, the "Collateral").

The Escrow Agent hereby acknowledges each Trustee's security interest and lien as set forth above. Party A shall take all actions on its part to ensure the creation and continuance of a perfected security interest in the applicable Collateral in favor of the applicable Trustee. Party A shall not grant or cause or permit any other person (other than the Escrow Agent pursuant to the terms hereof) to obtain a security interest, encumbrance, lien or other claim, direct or indirect, in Party A's right, title or interest in either Escrow Account or any Collateral, except as expressly provided herein (including, without limitation, Section 10(b)(i)).

- (b) The liens and security interests provided for in this Section 9 shall automatically terminate and cease as to, and shall not extend or apply to, and the applicable Trustee shall have no security interest in, any Funds disbursed by the Escrow Agent in accordance with this Agreement. Each Trustee will, at the reasonable request and expense of Party A, take all steps reasonably necessary to authorize the termination of any financing statements and will execute such other documents without recourse, representation or warranty of any kind as Party A may reasonably request in writing to evidence or confirm the termination of the security interest in such released Funds.
- (c) Party A will execute and deliver or cause to be executed and delivered, or use its reasonable best efforts to procure, all assignments, instruments and other documents, deliver any instruments to the applicable Trustee and take any other actions that are necessary to perfect, continue the perfection of, or protect the applicable Trustee's security interest in and to the applicable Collateral, to protect the Collateral against the rights, claims, or interests of third persons or to effect the purposes of this Agreement and agree to file or to cause to be filed one or more UCC financing statements and continuation statements or financing change statements, as the case may be, in such jurisdictions and filing offices and containing such description of collateral as are reasonably necessary or advisable in order to perfect the security interests granted herein. A copy of the UCC financing statements will timely be delivered to the applicable Trustee; provided that in no event shall the applicable Trustee be responsible for any information contained in any UCC financing statement or the recording or filing of this Agreement or any initial financing statements or other instruments, and unless otherwise notified in writing by Party A, the applicable Trustee may conclusively rely without liability upon the applicable financing statements. The applicable Trustee is authorized (but not obligated) to file any financing or continuation statements or financing change statements, as the case may be, with respect to the applicable Collateral without its respective signature (to the extent permitted by applicable law), and any such filings are authorized to be made by the Initial Purchasers or their counsel on behalf of the applicable Trustee. Party A shall pay all reasonable out-of-pocket costs incurred in connection with any of the foregoing, it being understood that the applicable Trustee shall have no duty to determine whether to file or record any document or instrument relating to the applicable Collateral. None of the Secured Notes Trustee, the Unsecured Notes Trustee or the Escrow Agent shall have any duty or obligation to file or record any document



or otherwise to see to the grant or perfection of any security interest granted hereunder. To the extent the applicable Trustee is required to file any instrument, the applicable Trustee shall be entitled to retain counsel or a third-party vendor to file the UCC financing statements and shall be entitled to receive reimbursement of all fees and expenses pursuant to this Agreement and the applicable Indenture.

- (d) Each of the Parties and the Escrow Agent acknowledges and agrees that: (i) each Escrow Account is a “deposit account”, (ii) this Agreement governs the Escrow Accounts and (iii) the “bank’s jurisdiction” (as such term is defined in Article 9 of the UCC) is the State of New York. The Escrow Agent represents and warrants that the Escrow Agent is a “Bank” (as such term is defined in Article 9 of the UCC) with respect to each Escrow Account. Party A represents that it is validly existing as a corporation under the laws of Delaware. During the term of this Agreement, Party A will not change its legal name, identity or organizational type, jurisdiction of organization or location of the chief executive office without giving each Trustee prompt written notice and within thirty (30) days it shall have taken all actions reasonably necessary to maintain the perfection and priority of the security interests granted hereunder, if applicable. Without limiting Party A’s rights under Section 4, but notwithstanding any other provision of this Agreement, the Escrow Agent shall comply with all notices or instructions of the applicable Trustee without further consent of Party A or Party B.
- (e) Party A hereby confirms that the arrangements established under this Section 9 constitute “control” (within the meanings of Sections 9-104 and 9-106 of the UCC) by the applicable Trustee of the applicable Escrow Account and the applicable Funds credited thereto. The Escrow Agent and Party A have not entered and will not enter into any other agreement with respect to control of either Escrow Account or purporting to limit or condition the obligation of the Escrow Agent to comply with any orders or instructions of the applicable Trustee with respect to the applicable Escrow Account as set forth in this Section 9. In the event of any conflict with respect to control over the applicable Escrow Account between this Agreement (or any portion hereof) and any other agreement now existing or hereafter entered into, the terms of this Agreement shall prevail.
- (f) Notwithstanding anything to the contrary contained herein, the Escrow Agent hereby agrees that any security interest in, lien on, encumbrance, claim or right of setoff against, the Escrow Accounts or any funds therein or credited thereto that it now has or subsequently obtains shall be subordinate to the security interest of the applicable Trustee in the applicable Escrow Account and the Funds therein or credited thereto.
- (g) It is understood that Escrow Agent has no responsibility with respect to the validity or perfection of the security interests other than to act in accordance with the terms of this Agreement.

## **10. Protection of Interests.**

- (a) Notwithstanding any agreement or arrangement to the contrary:
  - (i) the Escrow Agent agrees that it shall not approve, acknowledge or take any action which would enable it or, subject to Section 13 and in respect of the monies from time to time standing to the credit of the Escrow Accounts only, a third party to acquire or perfect any claim, proprietary interest, charge, mortgage, pledge, lien, assignment, right of set-off, counter claim, rights or interests or other encumbrance or security interest or any other agreement or arrangement having similar effect (each an “Encumbrance”) over or in relation to the Escrow Accounts or the monies from time to time standing to the credit thereof;
  - (ii) the Escrow Agent (in its capacity as such) waives and agrees that it shall not exercise or have the benefit of any lien, right of set-off, amalgamation, combination of accounts or any Encumbrance or rights or remedies in respect thereof on or over the Escrow Accounts or the monies from time to time standing to the credit thereof or have or exercise any right to deduct, or withdraw sums from, or withhold sums standing to the credit of, the Escrow Accounts in payment of any taxes or costs, expenses, liabilities, obligations or any other sums payable by Party A or any other person to the

Escrow Agent or any other person other than (i) any tax required by law to be deducted from the Escrow Accounts in respect of interest received in relation to the credit balance of, and which has been paid into, the Escrow Accounts and (ii) in the manner contemplated by Section 13; and

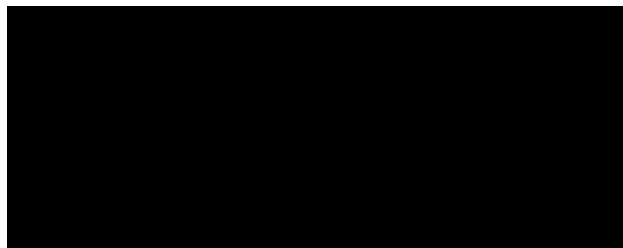
- (iii) for the avoidance of doubt, no costs, expenses, or any other sums payable by Party A to Escrow Agent shall be deducted from the Escrow Deposits. Any such monies payable to Escrow Agent by Party A shall be settled separately by Party A.
- (b) Party A hereby represents and warrants to each of the Escrow Agent and Party B that:
  - (i) it will not create or permit to arise or subsist any lien, right of set off, amalgamation, combination of accounts or any Encumbrance or right or remedies in respect thereof on or over the Escrow Accounts or the monies standing to the credit thereof other than arising as a matter of law or as expressly contemplated by Sections 2(b) and 9 above; and
  - (ii) it will not grant any person any right to withdraw, set-off, withhold or to apply the monies standing to the credit of the Escrow Accounts from time to time other than as expressly contemplated by Sections 2(b) and 9 above.
- (c) Party A hereby irrevocably authorizes the Escrow Agent to disclose, and the Escrow Agent hereby agrees promptly to provide, to Party B such information in relation to the Escrow Accounts, the operation thereof and the monies standing to the credit thereof as Party B may from time to time reasonably request.
- (d) The Escrow Agent (in its capacity as such) agrees and acknowledges that Party B owes no duties or obligations to the Escrow Agent to perform any of Party A's obligations under this Agreement or which relate to the Escrow Accounts, whether those duties or obligations arise under this Agreement, any other related agreement or arrangement or otherwise.
- (e) The Escrow Agent (in its capacity as such) agrees and acknowledges that save for the express obligations contained in this Agreement, the Parties owe no duties or obligations to it in connection with the transactions and other matters contemplated in or by this Agreement and any duties or obligations implied by law are excluded to the maximum extent permitted by applicable law.

**11. Escrow Agent Confirmations and Undertakings.**

- (a) The Escrow Agent:
  - (i) hereby agrees to notify the Parties in writing via email of the aggregate net amount in cleared funds standing to the credit of the Escrow Accounts as soon as practicable following its safe receipt of the Escrow Deposits; and
  - (ii) confirms that it has not received notice of any right of any third party in or to the Escrow Accounts or the amounts standing to the credit of the Escrow Accounts.

**12. Notices.** Except as otherwise provided in Section 4, all communications hereunder shall be in writing (which may be a PDF attached to an email) and shall be delivered by facsimile, email or overnight courier only to the appropriate fax number, email address, or notice address set forth for each party as follows:

If to Party A:



Account statements  
and billing:

With copies to:

If to Party B:

If to Escrow Agent:

If to Secured Notes Trustee:

If to Unsecured Notes Trustee:

13. **Compliance with Directives.** In the event that a legal garnishment, attachment, levy, restraining notice, court order or other governmental order (a "Directive") is served with respect to any of the Funds, or the delivery thereof shall be stayed or enjoined by a Directive, Escrow Agent is hereby expressly authorized, in its sole discretion, to obey and comply with all such Directives so entered or issued, and in the event that Escrow Agent obeys or complies with any such Directive it shall not be liable to any of the Parties hereto or to any other person by reason of such compliance notwithstanding such Directive be subsequently reversed, modified, annulled, set aside or vacated.

14. **Miscellaneous.** (a) The provisions of this Agreement may be waived, altered, amended or supplemented only by a writing signed by Escrow Agent and the Parties. Neither this Agreement nor any right or interest hereunder may be assigned by any Party without the prior consent of Escrow Agent and the other Party and any assignment in violation of this Agreement shall be ineffective and void. This Agreement shall be governed by and construed under the laws of the State of New York. Each Party and Escrow Agent irrevocably waives any objection on the grounds of venue, forum non-conveniens or any similar grounds and irrevocably consents to service of process by mail or in any other manner permitted by applicable law and consents to the jurisdiction of the courts located in the State of New York. To the extent that in any jurisdiction either Party may now or hereafter be entitled to claim for itself or its assets, immunity from suit, execution, attachment (before or after judgment) or other legal process or immunity from liability, such Party shall not claim, and hereby irrevocably waives, such immunity. ESCROW AGENT AND THE PARTIES FURTHER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY LAWSUIT OR JUDICIAL PROCEEDING ARISING OR RELATING TO THIS AGREEMENT.

(b) No party to this Agreement is liable to any other party for losses due to, or if it is unable to perform its obligations under the terms of this Agreement because of acts of God, fire, war, terrorism, floods, strikes, public health emergencies, electrical outages, equipment or transmission failure, or other causes reasonably beyond its control. This Agreement and any joint instructions from the Parties may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument or instruction, as applicable. This Agreement may be executed and transmitted by facsimile or as a PDF attached to an email and each such execution shall be of the same legal effect, validity and enforceability as a manually executed original, wet-inked signature. The words “execution,” “executed,” “signed,” “signature,” “delivery” and words of like import in or relating to this Agreement or any document to be signed in connection with this Agreement shall be deemed to include electronic signatures, 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, and the parties hereto consent to conduct the transactions contemplated hereunder by electronic means. If any provision of this Agreement is determined to be prohibited or unenforceable by reason of any applicable law of a jurisdiction, then such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in such jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction. The Parties each represent, warrant and covenant that (i) each document, notice, instruction or request provided by such Party to Escrow Agent shall comply with applicable laws and regulations; (ii) such Party has full power and authority to enter into this Agreement and to perform all of the duties and obligations to be performed by it hereunder; and (iii) the person(s) executing this Agreement on such Party’s behalf and certifying Authorized Representatives in the applicable Schedule 1 has been duly and properly authorized to do so, and each Authorized Representative of such Party has been duly and properly authorized to take actions specified for such person in the applicable Schedule 1. Except as expressly provided in Section 8 above, nothing in this Agreement, whether express or implied, shall be construed to give to any person or entity other than Escrow Agent and the Parties any legal or equitable right, remedy, interest or claim under or in respect of the Funds or this Agreement.

(c) Neither Trustee shall be responsible for and makes no representation as to the existence, genuineness, value or protection of any Collateral, for the legality, effectiveness or sufficiency of this Agreement, or for the creation, perfection, priority, sufficiency or protection of any liens securing the obligations of Party A. Nothing herein shall require either Trustee to file financing statements or continuation statements, or be responsible for maintaining the security interests purported to be created as described herein and all such responsibilities shall be solely those of the other parties hereto. In connection with its execution of this Agreement and in acting hereunder, as agreed between the Parties, each Trustee is entitled to all of the rights, privileges, benefits, immunities and indemnities provided to it under each applicable Indenture.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date set forth above.

**PARTY A**  
**AMERICAN AXLE & MANUFACTURING, INC.**



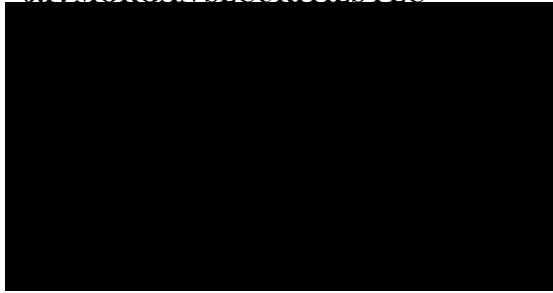
**PARTY A**  
**AMERICAN AXLE & MANUFACTURING HOLDINGS, INC.**



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

**PARTY B**

**J.P. MORGAN SECURITIES PLC**



**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date set forth above.

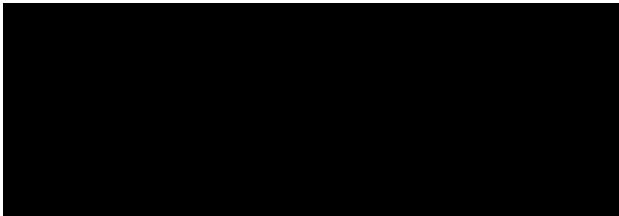
**ESCROW AGENT  
JPMORGAN CHASE BANK, N.A.**



**SECURED NOTES TRUSTEE  
U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**



**UNSECURED NOTES TRUSTEE  
U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**





## EXHIBIT A-1

### FORM OF JOINT INSTRUCTIONS

JPMorgan Chase Bank, N.A.  
Escrow Services  
10 South Dearborn Street, 44<sup>th</sup> Floor, Mail Code IL1-0113  
Chicago, Illinois 60603  
Fax No.: (312) 954-0430  
Email Address: mw.escrow@jpmorgan.com  
Attention: Vanyo D. Manov

[Date]

Re: American Axle & Manufacturing, Inc. / American Axle & Manufacturing Holdings, Inc. / J.P. Morgan Securities plc – Escrow Agreement dated [ ], 2025

[Secured Notes / Unsecured Notes] Escrow Account no. [ ]

Dear Sir/Madam:

We refer to an escrow agreement dated [ ], 2025 among American Axle & Manufacturing, Inc. and American Axle & Manufacturing Holdings, Inc., as Party A, J.P. Morgan Securities plc, as Party B and JPMorgan Chase Bank, N.A., as Escrow Agent (the “Escrow Agreement”).

Capitalized terms in this letter that are not otherwise defined shall have the same meaning given to them in the Escrow Agreement.

Pursuant to Section [ ] of the Escrow Agreement, Party A and Party B instruct Escrow Agent to release [the entirety of the Secured Notes Escrow Fund / Unsecured Notes Escrow Fund] [the portion of the Secured Notes Escrow Fund / Unsecured Notes Escrow Fund specified below] to the specified party as instructed below.

[Amount (In writing): [INSERT ONLY IF LESS THAN ENTIRE SECURED NOTES ESCROW FUND / UNSECURED NOTES ESCROW FUND IS BEING DISBURSED]]

Beneficiary:

City:

Country:

#### **US Instructions:**

Bank Name:

Bank Address:

ABA Number:

Credit A/C Name:

Credit A/C #:

Credit A/C Address:

If Applicable:

FFC A/C Name:

FFC A/C #:

FFC A/C Address:

#### **International Instructions:**

Bank Name:

Bank Address

SWIFT Code:

US Pay Through ABA:

Credit A/C Name:

Credit A/C # (IBAN #):

Credit A/C Address:

If Applicable:

FFC A/C Name:

FFC A/C # (IBAN #):

FFC A/C Address:

**PARTY A:**

**AMERICAN AXLE & MANUFACTURING, INC.**

By: \_\_\_\_\_

Name:

Title:

**PARTY A:**

**AMERICAN AXLE & MANUFACTURING HOLDINGS, INC.**

By: \_\_\_\_\_

Name:

Title:

**PARTY B:**

**J.P. MORGAN SECURITIES PLC**

By: \_\_\_\_\_

Name:

Title:

**EXHIBIT A-2**

**PARTY B NOTICE**

JPMorgan Chase Bank, N.A., Escrow Services  
10 South Dearborn Street, 44<sup>TH</sup> Floor, Mail Code IL1-0113  
Chicago, Illinois 60603  
Fax No.: (312) 954-0430  
Email Address: [mw.escrow@jpmorgan.com](mailto:mw.escrow@jpmorgan.com)  
Attention: Vanyo D. Manov

[Date]

Re: American Axle & Manufacturing, Inc. / American Axle & Manufacturing Holdings, Inc. / J.P. Morgan Securities plc – Escrow Agreement dated [ ], 2025

[Secured Notes / Unsecured Notes] Escrow Account no. [ ]

Dear Sir/Madam:

We refer to an escrow agreement dated [ ], 2025 among American Axle & Manufacturing, Inc. and American Axle & Manufacturing Holdings, Inc., as Party A, J.P. Morgan Securities plc, as Party B and JPMorgan Chase Bank, N.A., as Escrow Agent (the “Escrow Agreement”).

Capitalized terms in this letter that are not otherwise defined shall have the same meaning given to them in the Escrow Agreement.

Pursuant to Section [ ] of the Escrow Agreement, Party B instructs Escrow Agent to release [the entirety of the Secured Notes Escrow Fund / Unsecured Notes Escrow Fund] [the portion of the Secured Notes Escrow Fund / Unsecured Escrow Fund specified below] to the specified party as instructed below.

Party B hereby certifies to Escrow Agent that this notice was delivered to Party A.

[Amount (In writing): [INSERT ONLY IF LESS THAN ENTIRE SECURED NOTES ESCROW FUND / UNSECURED NOTES ESCROW FUND IS BEING DISBURSED]]

Beneficiary:

City:

Country:

**US Instructions:**

Bank Name:

Bank Address:

ABA Number:

Credit A/C Name:

Credit A/C #:

Credit A/C Address:

If Applicable:

FFC A/C Name:

FFC A/C #:

FFC A/C Address:

**International Instructions:**

Bank Name:

Bank Address

SWIFT Code:

US Pay Through ABA:

Credit A/C Name:

Credit A/C # (IBAN #):

Credit A/C Address:

If Applicable:

FFC A/C Name:

FFC A/C # (IBAN #):

FFC A/C Address:

**PARTY B:**

**J.P. MORGAN SECURITIES PLC**

By: \_\_\_\_\_

Name:

Title:

## EXHIBIT A-3

### PARTY A NOTICE

JPMorgan Chase Bank, N.A., Escrow Services  
10 South Dearborn Street, 44<sup>TH</sup> Floor, Mail Code IL1-0113  
Chicago, Illinois 60603  
Fax No.: (312) 954-0430  
Email Address: [mw.escrow@jpmorgan.com](mailto:mw.escrow@jpmorgan.com)  
Attention: Vanyo D. Manov

[Date]

Re: American Axle & Manufacturing, Inc. / American Axle & Manufacturing Holdings, Inc. / J.P. Morgan Securities  
plc – Escrow Agreement dated [ ], 2025

[Secured Notes / Unsecured Notes] Escrow Account no. [ ]

Dear Sir/Madam:

We refer to an escrow agreement dated [ ], 2025 among American Axle & Manufacturing, Inc. and American Axle & Manufacturing Holdings, Inc., as Party A, J.P. Morgan Securities plc, as Party B and JPMorgan Chase Bank, N.A., as Escrow Agent (the “Escrow Agreement”).

Capitalized terms in this letter that are not otherwise defined shall have the same meaning given to them in the Escrow Agreement.

Pursuant to Section [ ] of the Escrow Agreement, Party A instructs Escrow Agent to release [the entirety of the Secured Notes Escrow Fund / Unsecured Notes Escrow Fund] [the portion of the Secured Notes Escrow Fund / Unsecured Notes Escrow Fund specified below] to the specified party as instructed below.

Party A hereby certifies to Escrow Agent that this notice was delivered to Party B.

[Amount (In writing): [INSERT ONLY IF LESS THAN ENTIRE SECURED NOTES ESCROW FUND / UNSECURED NOTES ESCROW FUND IS BEING DISBURSED]]

Beneficiary:

City:

Country:

#### US Instructions:

Bank Name:

Bank Address:

ABA Number:

Credit A/C Name:

Credit A/C #:

Credit A/C Address:

If Applicable:

FFC A/C Name:

FFC A/C #:

FFC A/C Address:

#### International Instructions:

Bank Name:

Bank Address

SWIFT Code:

US Pay Through ABA:

Credit A/C Name:

Credit A/C # (IBAN #):

Credit A/C Address:

If Applicable:

FFC A/C Name:

FFC A/C # (IBAN #):

FFC A/C Address:

**PARTY A:**

**AMERICAN AXLE & MANUFACTURING, INC.**

By: \_\_\_\_\_

Name:

Title:

**PARTY A:**

**AMERICAN AXLE & MANUFACTURING HOLDINGS, INC.**

By: \_\_\_\_\_

Name:

Title:

**Schedule 1-A**

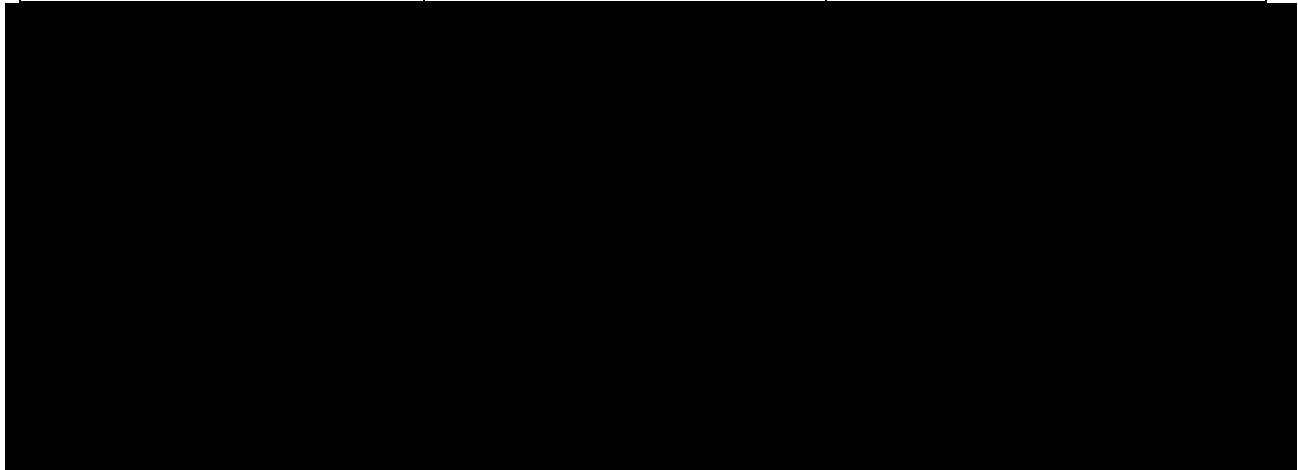
**AMERICAN AXLE & MANUFACTURING, INC.  
AMERICAN AXLE & MANUFACTURING HOLDINGS, INC.**

**DESIGNATION OF AUTHORIZED  
REPRESENTATIVES**

The undersigned, Shannon J. Curry, being the duly elected, qualified and acting Vice President & Treasurer of American Axle & Manufacturing, Inc. and American Axle & Manufacturing Holdings, Inc. ("Party A"), does hereby certify:

1. That each of the following representatives is at the date hereof an Authorized Representative, as such term is defined in the Escrow Agreement, by and among Party A, Party B and Escrow Agent to which this Schedule is attached (the "Escrow Agreement"), that the signature appearing opposite each Authorized Representative's name is the true and genuine signature of such Authorized Representative, and that each Authorized Representative's contact information is current and up-to-date at the date hereof. Each of the Authorized Representatives is individually authorized to issue instructions, confirm funds transfer instructions by callback or email confirmation and effect changes in Authorized Representatives, all in accordance with the terms of the Escrow Agreement. Callbacks or emails confirming an instruction shall be made to an Authorized Representative other than the Authorized Representative who issued the instruction unless (a) only a single Authorized Representative is designated below or (b) the information set forth below changes and is not updated by Party A such that only the Authorized Representative who issued the instruction is available to receive a callback or email confirmation. Party A acknowledges that pursuant to this Schedule, Escrow Agent is offering an option for callback or email confirmation to a different Authorized Representative, and if Party A nevertheless names only a single Authorized Representative or fails to update Authorized Representative information, Party A agrees to be bound by any instruction, whether or not authorized, confirmed by callback or email confirmation to the issuer of the instruction.

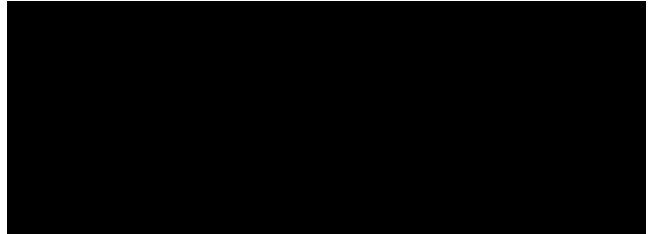
NAME	SIGNATURE	DIRECT TELEPHONE, CELL NUMBER and EMAIL ADDRESS
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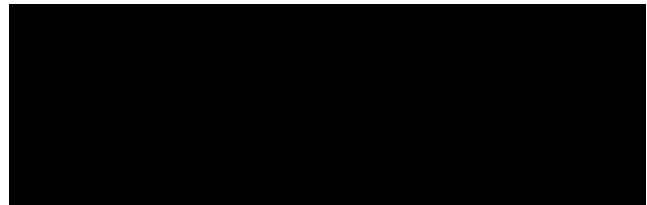
2. Email confirmation not accompanied by other means of authentication (such as DocuSign initiated by Escrow Agent) approved by Escrow Agent is only permitted to a corporate email address (and not a personal email address) for purposes of this Schedule.
3. This Schedule may be signed in counterparts and the undersigned certifies that any signature set forth on an attachment to this Schedule is the true and genuine signature of an Authorized Representative and that each such Authorized Representative's contact information is current and up-to-date at the date hereof.

4. That pursuant to Party A's governing documents, as amended, the undersigned has the power and authority to execute this Schedule on behalf of Party A.
5. Notwithstanding the above, if Party A is an individual and the sole Authorized Representative, no signature will be required below.

American Axle & Manufacturing, Inc.



American Axle & Manufacturing Holdings, Inc.



**FOR YOUR SECURITY, PLEASE CROSS OUT ALL UNUSED SIGNATURE LINES ON THIS  
SCHEDULE 1-A**

All instructions, including but not limited to funds transfer instructions, whether transmitted by facsimile, set forth in a PDF attached to an email or through an online platform offered by Escrow Agent's escrow services business, must include the signature (or electronic signature subject to the conditions set forth in the Escrow Agreement) of the Authorized Representative authorizing said funds transfer on behalf of such Party.



**Schedule 1-B**

**J.P. Morgan Securities PLC**

**DESIGNATION OF AUTHORIZED  
REPRESENTATIVES**

The undersigned, Jonty Edwards, being the duly elected, qualified and acting authorised signatory of J.P. Morgan Securities plc ("Party B"), does hereby certify:

1. That each of the following representatives is at the date hereof an Authorized Representative, as such term is defined in the Escrow Agreement, by and among Party A, Party B, the Secured Notes Trustee, the Unsecured Notes Trustee and Escrow Agent to which this Schedule is attached (the "Escrow Agreement"), that the signature appearing opposite each Authorized Representative's name is the true and genuine signature of such Authorized Representative, and that each Authorized Representative's contact information is current and up-to-date at the date hereof. Each of the Authorized Representatives is individually authorized to issue instructions, confirm funds transfer instructions by callback or email confirmation and effect changes in Authorized Representatives, all in accordance with the terms of the Escrow Agreement. Callbacks or emails confirming an instruction shall be made to an Authorized Representative other than the Authorized Representative who issued the instruction unless (a) only a single Authorized Representative is designated below or (b) the information set forth below changes and is not updated by Party B such that only the Authorized Representative who issued the instruction is available to receive a callback or email confirmation. Party B acknowledges that pursuant to this Schedule, Escrow Agent is offering an option for callback or email confirmation to a different Authorized Representative, and if Party B nevertheless names only a single Authorized Representative or fails to update Authorized Representative information, Party B agrees to be bound by any instruction, whether or not authorized, confirmed by callback or email confirmation to the issuer of the instruction.

NAME	SIGNATURE	DIRECT TELEPHONE, CELL NUMBER and EMAIL ADDRESS
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2. Email confirmation not accompanied by other means of authentication (such as DocuSign initiated by Escrow Agent) approved by Escrow Agent is only permitted to a corporate email address (and not a personal email address) for purposes of this Schedule.
3. This Schedule may be signed in counterparts and the undersigned certifies that any signature set forth on an attachment to this Schedule is the true and genuine signature of an Authorized Representative and that each such Authorized Representative's contact information is current and up-to-date at the date hereof.
4. That pursuant to Party B's governing documents, as amended, the undersigned has the power and authority to execute this Schedule on behalf of Party B.
5. Notwithstanding the above, if Party B is an individual and the sole Authorized Representative, no signature will be required below.

**Schedule 1-C**

**U.S. Bank Trust Company, National Association**

**DESIGNATION OF AUTHORIZED  
REPRESENTATIVES**

The undersigned, , being the duly elected, qualified and acting authorised signatory of U.S. Bank Trust Company, National Association (“Secured Notes Trustee”), does hereby certify:

1. That each of the following representatives is at the date hereof an Authorized Representative, as such term is defined in the Escrow Agreement, by and among Party A, Party B, the Secured Notes Trustee, the Unsecured Notes Trustee and Escrow Agent to which this Schedule is attached (the “Escrow Agreement”), that the signature appearing opposite each Authorized Representative’s name is the true and genuine signature of such Authorized Representative, and that each Authorized Representative’s contact information is current and up-to-date at the date hereof. Each of the Authorized Representatives is individually authorized to issue instructions, confirm funds transfer instructions by callback or email confirmation and effect changes in Authorized Representatives, all in accordance with the terms of the Escrow Agreement. Callbacks or emails confirming an instruction shall be made to an Authorized Representative other than the Authorized Representative who issued the instruction unless (a) only a single Authorized Representative is designated below or (b) the information set forth below changes and is not updated by the Secured Notes Trustee such that only the Authorized Representative who issued the instruction is available to receive a callback or email confirmation. Secured Notes Trustee acknowledges that pursuant to this Schedule, Escrow Agent is offering an option for callback or email confirmation to a different Authorized Representative, and if Secured Notes Trustee nevertheless names only a single Authorized Representative or fails to update Authorized Representative information, Secured Notes Trustee agrees to be bound by any instruction, whether or not authorized, confirmed by callback or email confirmation to the issuer of the instruction.

NAME	SIGNATURE	DIRECT TELEPHONE, CELL NUMBER and EMAIL ADDRESS
	<hr/>	(cell)  (email)

2. Email confirmation not accompanied by other means of authentication (such as DocuSign initiated by Escrow Agent) approved by Escrow Agent is only permitted to a corporate email address (and not a personal email address) for purposes of this Schedule.
3. This Schedule may be signed in counterparts and the undersigned certifies that any signature set forth on an attachment to this Schedule is the true and genuine signature of an Authorized Representative and that each such Authorized Representative’s contact information is current and up-to-date at the date hereof.
4. That pursuant to the Secured Notes Trustee’s governing documents, as amended, the undersigned has the power and authority to execute this Schedule on behalf of Secured Notes Trustee.
5. Notwithstanding the above, if Secured Notes Trustee is an individual and the sole Authorized Representative, no signature will be required below.

Signature: \_\_\_\_\_  
Name:

Title:

**FOR YOUR SECURITY, PLEASE CROSS OUT ALL UNUSED SIGNATURE LINES ON THIS  
SCHEDULE 1-C**

All instructions, including but not limited to funds transfer instructions, whether transmitted by facsimile, set forth in a PDF attached to an email or through an online platform offered by Escrow Agent's escrow services business, must include the signature (or electronic signature subject to the conditions set forth in the Escrow Agreement) of the Authorized Representative authorizing said funds transfer on behalf of such Party.

**Schedule 1-D**

**U.S. Bank Trust Company, National Association**

**DESIGNATION OF AUTHORIZED  
REPRESENTATIVES**

The undersigned, , being the duly elected, qualified and acting authorised signatory of U.S. Bank Trust Company, National Association (“Unsecured Notes Trustee”), does hereby certify:

1. That each of the following representatives is at the date hereof an Authorized Representative, as such term is defined in the Escrow Agreement, by and among Party A, Party B, the Secured Notes Trustee, the Unsecured Notes Trustee and Escrow Agent to which this Schedule is attached (the “Escrow Agreement”), that the signature appearing opposite each Authorized Representative’s name is the true and genuine signature of such Authorized Representative, and that each Authorized Representative’s contact information is current and up-to-date at the date hereof. Each of the Authorized Representatives is individually authorized to issue instructions, confirm funds transfer instructions by callback or email confirmation and effect changes in Authorized Representatives, all in accordance with the terms of the Escrow Agreement. Callbacks or emails confirming an instruction shall be made to an Authorized Representative other than the Authorized Representative who issued the instruction unless (a) only a single Authorized Representative is designated below or (b) the information set forth below changes and is not updated by the Unsecured Notes Trustee such that only the Authorized Representative who issued the instruction is available to receive a callback or email confirmation. Unsecured Notes Trustee acknowledges that pursuant to this Schedule, Escrow Agent is offering an option for callback or email confirmation to a different Authorized Representative, and if Unsecured Notes Trustee nevertheless names only a single Authorized Representative or fails to update Authorized Representative information, Unsecured Notes Trustee agrees to be bound by any instruction, whether or not authorized, confirmed by callback or email confirmation to the issuer of the instruction.

NAME	SIGNATURE	DIRECT TELEPHONE, CELL NUMBER and EMAIL ADDRESS
	_____	(cell)
		(email)

2. Email confirmation not accompanied by other means of authentication (such as DocuSign initiated by Escrow Agent) approved by Escrow Agent is only permitted to a corporate email address (and not a personal email address) for purposes of this Schedule.
3. This Schedule may be signed in counterparts and the undersigned certifies that any signature set forth on an attachment to this Schedule is the true and genuine signature of an Authorized Representative and that each such Authorized Representative’s contact information is current and up-to-date at the date hereof.
4. That pursuant to the Unsecured Notes Trustee’s governing documents, as amended, the undersigned has the power and authority to execute this Schedule on behalf of Unsecured Notes Trustee.
5. Notwithstanding the above, if Unsecured Notes Trustee is an individual and the sole Authorized Representative, no signature will be required below.

Signature: \_\_\_\_\_  
Name:

Title:

**FOR YOUR SECURITY, PLEASE CROSS OUT ALL UNUSED SIGNATURE LINES ON THIS  
SCHEDULE 1-D**

All instructions, including but not limited to funds transfer instructions, whether transmitted by facsimile, set forth in a PDF attached to an email or through an online platform offered by Escrow Agent's escrow services business, must include the signature (or electronic signature subject to the conditions set forth in the Escrow Agreement) of the Authorized Representative authorizing said funds transfer on behalf of such Party.



## SCHEDULE 2

# J.P.Morgan

## Schedule of Fees and Disclosures for Escrow Agent Services

### **Account Acceptance Fee** ..... \$Waived

Encompassing review, negotiation and execution of governing documentation, opening of the account, and completion of all due diligence documentation. Payable upon closing.

### **Annual Administration Fee** ..... \$Waived

The Administration Fee covers our usual and customary ministerial duties, including record keeping, distributions, document compliance and such other duties and responsibilities expressly set forth in the governing documents for each transaction. Payable upon closing and annually in advance thereafter, without pro-rata for partial years.

**Extraordinary Services and Out-of-Pocket Expenses:** Escrow Agent or any of its affiliates may receive compensation with respect to any investment directed hereunder including without limitation charging any applicable agency fee or trade execution fee in connection with each transaction. Any additional services beyond our standard services as specified above, and all reasonable out-of-pocket expenses including attorney's or accountant's fees and expenses will be considered extraordinary services for which related costs, transaction charges, and additional fees will be billed at Escrow Agent's then standard rate. Escrow Agent may impose, charge, debit, pass-through and modify fees and/or charges for any account established and services provided by Escrow Agent, including but not limited to, transaction, maintenance, balance-deficiency, and service fees, agency or trade execution fees, and other charges, including those levied by any governmental authority.

**Fee Disclosure & Assumptions:** Please note that the fees quoted are based on a review of the transaction documents provided and an internal due diligence review, and assumes the escrow deposit will be continuously invested in an interest bearing demand deposit account at JPMorgan Chase Bank, N.A. Escrow Agent reserves the right to revise, modify, change and supplement the fees quoted herein if the assumptions underlying the activity in the account, level of balances, market volatility or other factors change from those used to set the fees described herein.

Payment of the invoice is due upon receipt.

### **Disclosures and Agreements:**

**Taxes.** The Parties shall duly complete such tax documentation or other procedural formalities necessary for Escrow Agent to complete required tax reporting and for the relevant Party to receive interest or other income without withholding or deduction of tax in any jurisdiction. Should any information supplied in such tax documentation change, the Parties shall promptly notify Escrow Agent. Escrow Agent shall withhold any taxes it deems appropriate in the absence of proper tax documentation or as required by law, including without limitation, the Foreign Account Tax Compliance Act ("FATCA"), and shall remit such taxes to the appropriate authorities.

**Know Your Customer.** To assist in the prevention of the funding of terrorism and money laundering activities, applicable law may require financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for the Parties: when the Parties open an account, Escrow Agent may ask for each Party's name, address, date of birth (for natural persons), and/or other information and documents that will allow Escrow Agent to identify such Party. Escrow Agent may also request and obtain certain information from third party vendors regarding any Party. To fulfill Escrow Agent's "know your customer" responsibilities and in connection with its performance of this Agreement, Escrow Agent may request information and/or documentation from each Party from time to time, including, without limitation, regarding such Party's organization, business and, to the extent applicable, beneficial owner(s) of such Party, including relevant natural or legal persons, and such Party shall procure and furnish the same to Escrow Agent in a timely manner. Any information and/or documentation furnished by any Party is the sole responsibility of such Party and Escrow Agent is entitled to rely on the information and/or documentation without making any verification whatsoever (except for the authentication under the security procedures, as applicable). Each Party represents and warrants that all such information and/or documentation is true, correct and not misleading and shall advise Escrow Agent promptly of any changes and, except as prohibited by applicable law, such Party agrees to provide complete responses to Escrow Agent's requests within the timeframes specified. If any Party fails to provide or consent to the provision of any information required by this paragraph, Escrow Agent may suspend or discontinue providing any service hereunder and resign pursuant to this Agreement.

**OFAC Disclosure.** Escrow Agent is required to act in accordance with the laws and regulations of various jurisdictions relating to the prevention of money laundering and the implementation of sanctions, including but not limited to regulations issued by the U.S. Office of Foreign Assets Control. Escrow Agent is not obligated to execute payment orders or effect any other transaction where the beneficiary or

other payee is a person or entity with whom Escrow Agent is prohibited from doing business by any law or regulation applicable to Escrow Agent, or in any case where compliance would, in Escrow Agent's opinion, conflict with applicable law or banking practice or its own policies and procedures. Where Escrow Agent does not execute a payment order or effect a transaction for such reasons, Escrow Agent may take any action required by any law or regulation applicable to Escrow Agent including, without limitation, freezing or blocking funds. Transaction screening may result in delays in the posting of transactions.

**Loss of Contact & Unclaimed Property.** Escrow Agent is required to act in accordance with the laws and regulations of various states and jurisdictions relating to unclaimed property, escheatment, abandoned property, or similar law and, accordingly, shall be entitled, but not obligated, to report and remit dormant funds to any state as unclaimed property in accordance with such laws and regulations. Without limitation of the foregoing, notwithstanding any instruction to the contrary, Escrow Agent shall not be liable to any Party for any amount disbursed from an account maintained under this Agreement to a government entity or public official in compliance with any applicable unclaimed property, escheatment, abandoned property, or similar law. Similarly, Escrow Agent shall not be liable to any party for failing to disburse an amount from an account maintained under this Agreement to a government entity or public official in compliance with any applicable unclaimed property, escheatment, abandoned property, or similar law.

Should Escrow Agent reasonably determine that it has lost contact with the Parties for three (3) years or more, Escrow Agent may send to the Parties a notice of inactivity to the addresses and in the manner set forth in Section 12 of this Agreement. Should the Parties fail to respond to such notice of inactivity within sixty (60) days, Escrow Agent may, in its sole judgment, consider the Funds as payable and distributable for purposes of state unclaimed property laws as of the date of last contact with the Parties. In the absence of any agreement to the contrary, at the end of the applicable dormancy period, Escrow Agent may report and remit the Funds, listing the Parties as co-owners, to the state of the account holder's last-known address as set forth in this Agreement.

**Information.** The Parties authorize Escrow Agent to disclose information with respect to this Agreement and the account(s) established hereunder, the Parties, or any transaction hereunder if such disclosure is: (i) necessary in Escrow Agent's opinion, for the purpose of allowing Escrow Agent to perform its duties and to exercise its powers and rights hereunder or for operational or risk management purposes or compliance with legal, tax and regulatory requirements, including, without limitation, FATCA; (ii) to a proposed assignee of the rights of Escrow Agent; (iii) to a branch, affiliate, subsidiary, employee or agent of Escrow Agent or to their auditors, regulators or legal advisers or to any competent court; (iv) to the auditors of any of the Parties; or (v) required by applicable law, regardless of whether the disclosure is made in the country in which each Party resides, in which the escrow account is maintained, or in which the transaction is conducted. The Parties agree that such disclosures by Escrow Agent and its affiliates may be transmitted across national boundaries and through networks, including those owned by third parties.

**Acknowledgment of Compensation and Multiple Roles.** Escrow Agent is authorized to act under this Agreement notwithstanding that Escrow Agent or any of its subsidiaries or affiliates (such subsidiaries and affiliates hereafter individually called an "Affiliate" and collectively called "Affiliates") may (A) receive fees or derive earnings (float) as a result of providing an investment product or account on the books of Escrow Agent pursuant to this Agreement or for providing services or referrals with respect to investment products, or (B) (i) act in the same transaction in multiple capacities, (ii) engage in other transactions or relationships with the same entities to which Escrow Agent may be providing escrow or other services under this Agreement, (iii) refer clients to an Affiliate for services or (iv) enter into agreements under which referrals of escrow or related transactions are provided to Escrow Agent. JPMorgan Chase Bank, N.A. may earn compensation from any of these activities in addition to the fees charged for services under this Agreement.

**FDIC Disclosure.** In the event Escrow Agent becomes insolvent or enters into receivership, Escrow Agent may provide to the Federal Deposit Insurance Corporation ("FDIC") account balance information for any account governed by this Agreement, as reflected on Escrow Agent's end-of-day ledger balance, and the customer name and tax identification number associated with such accounts for the purposes of determining the appropriate deposit insurance coverage. Funds held in such accounts will be insured by the FDIC under its applicable rules and limits.

**THE FOLLOWING DISCLOSURES ARE REQUIRED TO BE PROVIDED UNDER APPLICABLE U.S. REGULATIONS, INCLUDING, BUT NOT LIMITED TO, FEDERAL RESERVE REGULATION D. WHERE SPECIFIC INVESTMENTS ARE NOTED BELOW, THE DISCLOSURES APPLY ONLY TO THOSE INVESTMENTS AND NOT TO ANY OTHER INVESTMENT.**

**Demand Deposit Account Disclosure.** Escrow Agent is authorized, for regulatory reporting and internal accounting purposes, to divide an escrow demand deposit account maintained in the U.S. in which the Fund is held into a demand deposit internal account and a savings internal account, and to transfer funds on a daily basis between these internal accounts on Escrow Agent's general ledger in accordance with U.S. law at no cost to the Parties. Escrow Agent will record the internal accounts and any transfers between them on Escrow Agent's books and records only. The internal accounts and any transfers between them will not affect the Fund, any investment or disposition of the Fund, use of the escrow demand deposit account or any other activities under this Agreement, except as described herein. Escrow Agent will establish a target balance for the demand deposit internal account, which may change at any time. To the extent funds in the demand deposit internal account exceed the target balance, the excess will be transferred to the savings internal account, unless the maximum number of transfers from the savings internal account for that calendar month or statement cycle has already occurred. If withdrawals from the demand deposit internal account exceeds the available balance in the demand deposit internal account, funds from the savings internal account will be

transferred to the demand deposit internal account up to the entire balance of available funds in the savings internal account to cover the shortfall and to replenish any target balance that Escrow Agent has established for the demand deposit internal account. If a sixth transfer is needed during a calendar month or statement cycle, it will be for the entire balance in the savings internal account, and such funds will remain in the demand deposit internal account for the remainder of the calendar month or statement cycle.

**Account Use.** The Parties acknowledge and agree that the Funds may not be deposited or withdrawn by the Parties unless pursuant to the terms of this Agreement and consistent with the underlying purpose of this Agreement as communicated to Escrow Agent by the Parties, and the Funds will not be used for the general operating needs of the Parties while the Funds are held in any accounts governed by this Agreement.

**Unlawful Internet Gambling.** The use of any account to conduct transactions (including, without limitation, the acceptance or receipt of funds through an electronic funds transfer, or by check, draft or similar instrument, or the proceeds of any of the foregoing) that are related, directly or indirectly, to unlawful Internet gambling is strictly prohibited.

**Recordings.** Each Party and Escrow Agent consent to the other party or parties making and retaining recordings of telephone conversations between any Party or Parties on one hand and Escrow Agent on the other hand in connection with Escrow Agent's security procedures.

**Use of Electronic Records and Signatures.** As used in this Agreement, the terms "writing" and "written" include electronic records, and the terms "execute", "signed" and "signature" include the use of electronic signatures. Notwithstanding any other provision of this Agreement or the attached Exhibits and Schedules, any electronic signature that is presented as the signature of the purported signer, regardless of the appearance or form of such electronic signature, may be deemed genuine by Escrow Agent in Escrow Agent's sole discretion, and such electronic signature shall be of the same legal effect, validity and enforceability as a manually executed, original, wet-inked signature. Any electronically signed agreement shall be an "electronic record" established in the ordinary course of business and any copy shall constitute an original for all purposes. The terms "electronic signature" and "electronic record" shall have the meanings ascribed to them in 15 USC § 7006. This Agreement and any instruction or other document furnished hereunder may be transmitted by facsimile or as a PDF file attached to an email.



### SCHEDULE 3

#### STANDING INSTRUCTIONS

<b>American Axle &amp; Manufacturing, Inc.:</b>	
Bank Name:	Bank of America, N.A.
Bank Address:	Corporate Center 100 North Tryon Street Charlotte, NC 28255
Routing number ACH/EFT:	071000039
Routing number DOM. WIRES:	026009593
Credit A/C Name:	BLKPNDG-AMERICAN AXLE
Credit A/C #	005401086813
If Applicable:	
FFC A/C Name:	
FFC A/C #:	
FFC A/C Address:	
<b>American Axle &amp; Manufacturing Holdings, Inc.:</b>	
Bank Name:	Bank of America, N.A.
Bank Address:	Corporate Center 100 North Tryon Street Charlotte, NC 28255
Routing number ACH/EFT:	071000039
Routing number DOM. WIRES:	026009593
Credit A/C Name:	AMERICAN AXLE
Credit A/C #	005401086821
If Applicable:	
FFC A/C Name:	
FFC A/C #:	
FFC A/C Address:	
<b>J.P. Morgan Securities plc:</b>	
Bank Name:	JPMorgan Chase Bank N.A, New York (Agent SWIFT: CHASUS33)
Bank Address:	JPMorgan Chase Bank N.A, New York, 270 Park Avenue, New York, NY 10017-2070
ABA number:	021 00 00 21

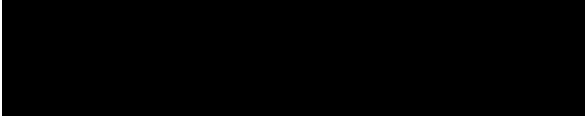
Credit A/C Name:	J.P. Morgan Securities plc, London (Beneficiary SWIFT: JPMSGB2L)
Credit A/C #	600 15 498
If Applicable:	
FFC A/C Name:	
FFC A/C #:	
FFC A/C Address:	
<b>Secured Notes Trustee:</b>	
Bank Name:	U.S. Bank, Minneapolis, MN
Bank Address:	777 E. Wisconsin Avenue Milwaukee, WI 53202-5300
ABA number:	091000022
Credit A/C Name:	U.S. Bank National Association
Credit A/C #	180121167365
Ref:	American Axle & Manufacturing, Inc. 6.375% Senior Secured Notes due 2032
Trust #:	296260000
If Applicable:	
FFC A/C Name:	
FFC A/C #:	
FFC A/C Address:	
<b>Unsecured Notes Trustee:</b>	
Bank Name:	U.S. Bank, Minneapolis, MN
Bank Address:	777 E. Wisconsin Avenue Milwaukee, WI 53202-5300
ABA number:	091000022
Credit A/C Name:	U.S. Bank National Association
Credit A/C #	180121167365
Ref:	American Axle & Manufacturing, Inc. 7.750% Senior Notes due 2033
Trust #:	296264000
If Applicable:	
FFC A/C Name:	
FFC A/C #:	
FFC A/C Address:	

#### **SCHEDULE 4**

##### **ESCROW DIRECT (ONLINE PLATFORM) – ADDITIONAL USERS**

Please list the names and email addresses of any additional contacts other than Authorized Representatives and contacts with email addresses listed in the Notice Section who shall have access for this transaction in Escrow Direct. Note that Authorized Representatives will be entitled to full access to Escrow Direct and contacts with email addresses in the notice section will automatically be added as additional users.

**American Axle & Manufacturing, Inc.:**



**American Axle & Manufacturing Holdings, Inc.:**



**J.P. Morgan Securities plc:**

Name:

Email Address:

Name:

Email Address: