EXECUTION VERSION

AMERICAN AXLE & MANUFACTURING, INC.

$850,000,000 6.375% Senior Secured Notes due 2032
$1,250,000,000 7.750% Senior Notes due 2033

Purchase Agreement

September 19, 2025

J.P. Morgan Securities LLC
As Representative of the
several Initial Purchasers listed
in Schedule 1 hereto
c/o J.P. Morgan Securities LLC
383 Madison Avenue
New York, New York 10179

Ladies and Gentlemen:

American Axle & Manufacturing, Inc., a Delaware corporation (the "Company"), proposes to issue and sell to the several initial purchasers listed in Schedule 1 hereto (the "Initial Purchasers"), for whom you are acting as representative (the "Representative"), $850,000,000 principal amount of its 6.375% Senior Secured Notes due 2032 (the "2032 Notes" or the "Secured Notes") and $1,250,000,000 principal amount of its 7.750% Senior Notes due 2033 (the "2033 Notes" or the "Unsecured Notes" and, together with the Secured Notes, the "Notes"). The term "Securities", as used herein, refers collectively to the Notes and the Guarantees (as defined below). The Secured Notes will be issued pursuant to an Indenture to be dated as of the Closing Date (as defined below) (the "Secured Notes Indenture") among the Company, as issuer, American Axle & Manufacturing Holdings, Inc. ("Holdings"), the subsidiaries of Holdings listed on Schedule 2 hereto (collectively with Holdings, the "Initial Guarantors"), U.S. Bank Trust Company, National Association, as trustee (the "Secured Notes Trustee") and collateral agent (the "Collateral Agent"). The Unsecured Notes will be issued pursuant to an Indenture to be dated as of the Closing Date (the "Unsecured Notes Indenture" and, together with the Secured Notes Indenture, the "Indentures") among the Company, as issuer, the Initial Guarantors and U.S. Bank Trust Company, National Association, as trustee (the "Unsecured Notes Trustee" and, together with the Secured Notes Trustee, the "Trustees").

The Securities are being issued as part of the financing to effect the acquisition (the "Acquisition") by Holdings of all of the outstanding equity interests of Dowlais Group plc, a company organized under the laws of England and Wales with registered number 14591224 (the "Target"), pursuant to an English law governed scheme of arrangement effected under part 26 of the United Kingdom Companies Act 2006 between the Target and the holders of the Target shares to implement the Acquisition with or subject to any modification, addition or condition approved by or imposed by the High Court of Justice of England and Wales (a "Scheme"). On January 29, 2025, in connection with the Acquisition, Holdings and the Target entered into a Co-operation Agreement (the "Co-operation Agreement"). On February 24, 2025, in connection with the Acquisition, the Company and Holdings entered into a Second Amendment to the Amended

and Restated Credit Facility and the Incremental Facility Agreement (the "A&R Credit Agreement"). The proceeds of the Securities and the Incremental Facility Agreement under the A&R Credit Agreement will be used (i) to pay the cash consideration payable in connection with the Acquisition and related fees and expenses, (ii) to repay in full all outstanding borrowings under the Dowlais Credit Facilities (as defined in the Time of Sale Information (as defined below)) and to pay related fees, expenses and premiums, after which the Dowlais Credit Facilities will be terminated, (iii) to fund the Dowlais Notes Change of Control Offer (as defined in the Time of Sale Information) and (iv) the remainder, if any, for general corporate purposes, which may include, among other things, repayment of debt.

Within 60 days after the consummation of the Acquisition, if it occurs, in the case of the Secured Notes, each of the subsidiaries of the Target that will guarantee the obligations of the Company under the A&R Credit Agreement (collectively, the "Additional Guarantors") will enter into: (i) a supplemental indenture to the Secured Notes Indenture (the "Secured Notes Supplemental Indenture") pursuant to which the Additional Guarantors will provide Secured Notes Guarantees (as defined below); and (ii) a joinder to this Agreement, the form of which is attached hereto as Exhibit A (the "Joinder Agreement") (the date of execution of such documents, if it occurs, the "Secured Notes Additional Guarantee Date"). Within 45 days after the Secured Notes Additional Guarantee Date, if such date occurs, each of the Additional Guarantors will enter into a supplemental indenture to the Unsecured Notes Indenture (the "Unsecured Notes Supplemental Indenture" and, together with the Secured Notes Supplemental Indenture, the "Supplemental Indentures") pursuant to which the Additional Guarantors will provide Unsecured Notes Guarantees (as defined below) (the date of execution of the Unsecured Notes Supplemental Indenture, if it occurs, the "Unsecured Notes Additional Guarantee Date" and each of the Secured Notes Additional Guarantee Date and the Unsecured Notes Additional Guarantee Date, an "Additional Guarantee Date").

The payment of principal of, premium, if any, and interest on the Secured Notes and the other obligations of the Company under the Secured Notes Indenture will be fully and unconditionally guaranteed (each, a "Secured Notes Guarantee") on a senior secured basis, jointly and severally, (i) from and after the Closing Date, by the Initial Guarantors, (ii) from and after the Secured Notes Additional Guarantee Date, by the Initial Guarantors and the Additional Guarantors, and (iii) from time to time, by any other subsidiary of Holdings that executes a supplement to the Secured Notes Indenture guaranteeing the Secured Notes and the other obligations of the Company under the Secured Notes Indenture in accordance with the terms of the Secured Notes Indenture, and their respective successors and assigns (collectively, the "Secured Notes Guarantors").

The payment of principal of, premium, if any, and interest on the Unsecured Notes and the other obligations of the Company under the Unsecured Notes Indenture will be fully and unconditionally guaranteed (each, an "Unsecured Notes Guarantee" and, together with the Secured Notes Guarantees, the "Guarantees") on a senior unsecured basis, jointly and severally, (i) from and after the Closing Date, by the Initial Guarantors, (ii) from and after the Unsecured Notes Additional Guarantee Date, by the Initial Guarantors and the Additional Guarantors, and (iii) from time to time, by any other subsidiary of Holdings that executes a supplement to the Unsecured Notes Indenture guaranteeing the Unsecured Notes and the other obligations of the Company under the Unsecured Notes Indenture in accordance with the terms

of the Unsecured Notes Indenture, and their respective successors and assigns (collectively, the "Unsecured Notes Guarantors" and, together with the Secured Notes Guarantors, the "Guarantors").

From and after the Closing Date, (i) the Notes will be secured by a first-priority security interest in the applicable Escrow Account (as defined below) (including the Escrowed Property (as defined below) therein) and (ii) the Secured Notes and the Secured Notes Guarantees will be secured by a first-priority security interest in the Collateral (as defined in the Time of Sale Information) owned by the Company and the Initial Guarantors (the "Initial Collateral"), equally and ratably with the obligations of the Company and the Initial Guarantors under the First Lien Documents (as defined in the Time of Sale Information). Following the Escrow Release Date (as defined below), the Secured Notes and the Secured Notes Guarantees will also be secured by a first-priority security interest in the all of the Collateral owned by the Additional Guarantors (the "Additional Collateral"), equally and ratably with the obligations of the Additional Guarantors under the First Lien Documents.

On or prior to the Closing Date, the Company and the Initial Guarantors, as applicable, will enter into (i) a Collateral Agreement (the "Collateral Agreement") among the Company, the Initial Guarantors, the Secured Notes Trustee and the Collateral Agent and (ii) a First Lien Intercreditor Agreement (the "First Lien Intercreditor Agreement") among the Company, the Initial Guarantors, the Secured Notes Trustee, the Collateral Agent and the collateral agent under the A&R Credit Agreement.

Following the Closing Date, the Company and the Initial Guarantors, as applicable, will enter into:

(i) within 60 days after the Closing Date, intellectual property security agreements in connection with liens granted to the Collateral Agent on the Intellectual Property (as defined in the Time of Sale Information) constituting Initial Collateral (the "Initial IPSAs");

(ii) within 60 days after the Closing Date, a global intercompany note and customary intercompany subordination agreement (the "Initial Intercompany Documents");

(iii) within 90 days after the Closing Date, except as otherwise permitted under the Secured Notes Indenture to be effectuated more than 90 days after the Closing Date, deposit account control agreements, as required by the Collateral Agreement with respect to the Initial Collateral (the "Initial DACAs"); and

(iv) within 90 days after the Closing Date except as otherwise permitted under the Secured Notes Indenture to be effectuated more than 90 days after the Closing Date, mortgages, deeds of trust, assignments of leases and rents, leasehold mortgages, or land charges (or amendments or supplements thereto, as appropriate), as applicable, with respect to each parcel of real property and the improvements thereto identified on Schedule 3.12 to the A&R Credit Agreement as Mortgaged Property (as defined in the A&R Credit Agreement) (the "Initial Mortgages" and, together with the Collateral Agreement, First Lien Intercreditor Agreement, Initial IPSAs, Initial Intercompany Documents and Initial DACAs, the "Initial Collateral Documents").

Within 60 days after the consummation of the Acquisition, if it occurs, the Additional Guarantors (and, as applicable, the Company and the Initial Guarantors) will enter into (i) a joinder to the Collateral Agreement (the "Collateral Agreement Joinder") and (ii) a joinder to the First Lien Intercreditor Agreement (the "1L ICA Joinder").

Following the consummation of the Acquisition, if it occurs, the Company and the Initial Guarantors, as applicable, will enter into:

(i) within 60 days after the consummation of the Acquisition, if it occurs, intellectual property security agreements in connection with liens granted to the Collateral Agent on the Intellectual Property (as defined in the Time of Sale Information) constituting Additional Collateral (the "Supplemental IPSAs");

(ii) within 60 days after the consummation of the Acquisition, if it occurs, an amended global intercompany note and customary intercompany subordination agreement (the "Amended Intercompany Documents");

(iii) within 90 days after the consummation of the Acquisition, if it occurs, except as otherwise permitted under the Secured Notes Indenture to be effectuated more than 90 days after the consummation of the Acquisition, if it occurs, deposit account control agreements, as required by the Collateral Agreement with respect to the Additional Collateral (the "Additional DACAs"); and

(iv) within 90 days after the consummation of the Acquisition, if it occurs, except as otherwise permitted under the Secured Notes Indenture to be effectuated more than 90 days after the consummation of the Acquisition, if it occurs, mortgages, deeds of trust, assignments of leases and rents, leasehold mortgages, or land charges (or amendments or supplements thereto, as appropriate), as applicable, with respect to each parcel of real property and the improvements thereto owned by an Additional Guarantor with respect to which a Mortgage (as defined in the A&R Credit Agreement) is granted pursuant to Section 5.11 of the A&R Credit Agreement (the "Additional Mortgages" and, together with the Initial Mortgages, the "Mortgages", and the Additional Mortgages, together with the Collateral Agreement Joinder, 1L ICA Joinder, Supplemental IPSAs, Amended Intercompany Documents and Additional DACAs, the "Additional Collateral Documents").

Each date on which any Additional Collateral Document is executed, if any such date occurs, is referred to herein as an "Additional Collateral Date".

The Initial Collateral Documents, the Additional Collateral Documents and each other document executed and delivered by the Company and the Guarantors to secure the Secured Notes and the Secured Notes Guarantees (collectively, the "Collateral Documents") will be delivered to the Collateral Agent and will grant to the Collateral Agent, for the benefit of the Secured Notes Trustee and the holders of the Secured Notes, a first-priority security interest in the Collateral, subject to certain limitations with respect to enforcement as described in the Time of Sale Information and the Offering Memorandum (as such terms are defined below) and certain liens and encumbrances expressly permitted by the Secured Notes Indenture to be incurred or exist on the Collateral ("Permitted Encumbrances").

The Securities will be sold to the Initial Purchasers without being registered under the Securities Act of 1933, as amended (the "Securities Act"), in reliance upon an exemption therefrom. The Company and the Initial Guarantors have prepared a preliminary offering memorandum dated September 15, 2025 (the "Preliminary Offering Memorandum") and will prepare an offering memorandum dated the date hereof (the "Offering Memorandum") setting forth information concerning the Company, the Guarantors and the Securities. Copies of the Preliminary Offering Memorandum have been, and copies of the Offering Memorandum will be, delivered by the Company to the Initial Purchasers pursuant to the terms of this purchase agreement (this "Agreement"). Each of the Company and the Initial Guarantors hereby confirms that it has authorized the use of the Preliminary Offering Memorandum, the other Time of Sale Information (as defined below) and the Offering Memorandum in connection with the offering and resale of the Securities by the Initial Purchasers in the manner contemplated by this Agreement. References herein to the Preliminary Offering Memorandum, the Time of Sale Information and the Offering Memorandum shall be deemed to refer to and include any document incorporated or deemed to be incorporated by reference therein and any reference to "amend," "amendment" or "supplement" with respect to the Preliminary Offering Memorandum or the Offering Memorandum shall be deemed to refer to and include any documents filed after such date and incorporated or deemed to be incorporated by reference therein.

At or prior to the time when sales of the Securities were first made (the "Time of Sale"), the Company and the Initial Guarantors prepared the following information (collectively, the "Time of Sale Information"): the Preliminary Offering Memorandum, as supplemented and amended by the written communications listed on Annex A hereto.

On the Closing Date, unless the Closing Date is expected to occur substantially concurrently with the consummation of the Acquisition, the Company will enter into an escrow agreement for the Securities in form and substance reasonably satisfactory to the Representative (as amended, supplemented or modified from time to time, the "Escrow Agreement"), with the Trustees and JPMorgan Chase Bank, N.A., as escrow agent (in such capacity, together with its successors, the "Escrow Agent"), pursuant to which on the Closing Date (i) the Company will deposit or cause to be deposited into segregated escrow accounts for each series of Secured Notes and Unsecured Notes (the "Escrow Accounts") with the Escrow Agent an amount of cash in U.S. dollars equal to (1) in the case of the Escrow Account for the Secured Notes, the gross proceeds from the sale of such series of Secured Notes under this Agreement and (2) in the case of the Escrow Account for the Unsecured Notes, an amount equal to the gross proceeds from the sale of $600 million aggregate principal amount of Unsecured Notes under this Agreement and (ii) the Company shall deposit or cause to be deposited into each Escrow Account an amount of cash in U.S. dollars equal to (1) in the case of the Escrow Account for the Secured Notes, the amount of interest that would accrue on the Secured Notes from and including the Closing Date to but excluding October 31, 2025 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 Closing Date to but excluding October 31, 2025. In addition, unless the Escrow Release Date or a Special Mandatory Redemption (as defined below) has occurred on or prior to such date, 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 Escrow Outside Date (as defined in the Time of Sale Information), the Company 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 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 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 (in each case, as calculated in accordance with the terms of the applicable Indenture). The initial funds deposited in the Escrow Accounts, and all other funds, securities, interest, dividends, distributions and other property and payments credited to the Escrow Accounts pursuant to the Escrow Agreement (less any property and/or funds paid in accordance with the Escrow Agreement) are referred to, collectively, as the "Escrowed Property." The Company will grant, for the benefit of the applicable Trustee and the holders of the applicable series of Notes, a first-priority security interest in the applicable Escrow Account (including the Escrowed Property therein) to secure, as applicable, the Secured Notes Obligations (as defined in the Time of Sale Information) or the obligations under the Unsecured Notes; provided that such security interest will be automatically extinguished on and terminate at the time of the Escrow Release (as defined below) or Special Mandatory Redemption, as applicable, in accordance with the Escrow Agreement.

The Escrowed Property will be released (the "Escrow Release") to the Company by the Escrow Agent upon satisfaction of all conditions precedent to such release, as set forth in the Escrow Agreement (the "Escrow Conditions", and the date of such release, the "Escrow Release Date"). Upon the earliest of (x) the date on which the Company notifies the Escrow Agent and the Trustees in writing that it has determined in its sole discretion that the Escrow Conditions cannot be satisfied, (y) the end of the day on the Escrow Outside Date, if the Escrow Officer's Certificate (as defined in the Time of Sale Information) has not been delivered by such time and (z) the date on which the Company notifies the Escrow Agent and the Trustees in writing that (i) Holdings will not pursue the consummation of the Acquisition and/or (ii) the Scheme lapses or is terminated (such earliest date, the "Special Termination Date"), the Company will be required to redeem all of the outstanding Secured Notes and $600 million aggregate principal amount of the Unsecured Notes (the "Special Mandatory Redemption") on the Special Mandatory Redemption Date (as defined in the Time of Sale Information) at a price equal to the initial issue price of such Notes, plus accrued and unpaid interest, if any, to, but excluding, the Special Mandatory Redemption Date. The Company will deliver or cause to be delivered notice of a Special Mandatory Redemption to the Trustees and the Escrow Agent no later than one Business Day following the Special Termination Date. Such notice will provide that all of the outstanding Secured Notes and $600 million aggregate principal amount of the Unsecured Notes shall be redeemed in accordance with the terms of the applicable Indenture on the Special Mandatory Redemption Date. At the time of the closing of the Acquisition, subject to the satisfaction of the Escrow Conditions, the Escrowed Property will be released to the Company and then applied by the Company as described in the "Use of Proceeds" section in the Time of Sale Information and the Offering Memorandum.

This Agreement, the Indentures, the Securities, the Joinder Agreement, the Supplemental Indentures, the Collateral Documents and the Escrow Agreement are referred to herein as the "Transaction Documents."

The Company and the Guarantors hereby confirm their agreement with the several Initial Purchasers concerning the purchase and resale of the Securities, as follows:

1. Purchase and Resale of the Securities.

(a) The Company and the Initial Guarantors agree to issue and sell the Securities to the several Initial Purchasers as provided in this Agreement, and each Initial Purchaser, on the basis of the representations, warranties and agreements set forth herein and subject to the conditions set forth herein, agrees, severally and not jointly, to purchase from the Company and the Initial Guarantors the respective principal amount of each series of Notes set forth opposite such Initial Purchaser's name in Schedule 1 hereto at a price equal to (i) 100.0% of the principal amount thereof, in the case of the 2032 Notes, and (ii) 100.0% of the principal amount thereof, in the case of the 2033 Notes, plus, in each case, accrued interest, if any, from October 3, 2025 to the Closing Date. The Company and the Initial Guarantors will not be obligated to deliver any of the Securities except upon payment for all the Securities to be purchased as provided herein. In consideration for the Initial Purchasers' underwriting services, the Company and the Guarantors agree, jointly and severally, to pay (without duplication) to the Initial Purchasers a fee equal to (x) 1.00% of the aggregate principal amount of the Secured Notes being sold hereunder (the "Secured Notes Commission") and (y) 1.50% of the aggregate principal amount of the Unsecured Notes being sold hereunder (the "Unsecured Notes Commission" and, together with the Secured Notes Commission, the "Initial Purchasers' Commission"), with (i) the Initial Purchasers' Commission on the Secured Notes and $600 million aggregate principal amount of Unsecured Notes (the "Escrowed Notes Amount") to be paid out of the escrowed proceeds directly by the Escrow Agent (at the direction of the Company) to the Representative on behalf of the Initial Purchasers subject to and at the time of the release of the Escrowed Property in connection with the consummation of the Acquisition and (ii) the Initial Purchasers' Commission on the remaining aggregate principal amount of the Unsecured Notes to be paid on the Closing Date out of the proceeds from such Unsecured Notes. The Secured Notes Commission and the Unsecured Notes Commission will be allocated among the Initial Purchasers in the same proportions as the aggregate principal amount of Secured Notes and the aggregate principal amount of Unsecured Notes, respectively, is allocated among the Initial Purchasers in Schedule 1 hereto. For the avoidance of doubt, in the event a Special Mandatory Redemption occurs, the Initial Purchasers will not be entitled to receive the Initial Purchasers' Commission described in the foregoing clause (i), but will be entitled to receive the Initial Purchasers' Commission described in the foregoing clause (ii).

(b) The Company and the Guarantors understand that the Initial Purchasers intend to offer the Securities for resale on the terms set forth in the Time of Sale Information. Each Initial Purchaser, severally and not jointly, represents, warrants and agrees that:

(i) it is a qualified institutional buyer within the meaning of Rule 144A under the Securities Act (a "QIB") and an accredited investor within the meaning of Rule 501(a) of Regulation D under the Securities Act ("Regulation D");

(ii) it has not solicited offers for, or offered or sold, and will not solicit offers for, or offer or sell, the Securities by means of any form of general solicitation or general advertising within the meaning of Rule 502(c) of Regulation D or in any manner

involving a public offering within the meaning of Section 4(a)(2) of the Securities Act; and

(iii) it has not solicited offers for, or offered or sold, and will not solicit offers for, or offer or sell, the Securities as part of their initial offering except:

(A) within the United States to persons whom it reasonably believes to be QIBs in transactions pursuant to Rule 144A under the Securities Act ("Rule 144A") and in connection with each such sale, it has taken or will take reasonable steps to ensure that the purchaser of the Securities is aware that such sale is being made in reliance on Rule 144A; or

(B) in accordance with the restrictions set forth in Annex C hereto.

(c) Each Initial Purchaser acknowledges and agrees that the Company and, for purposes of the "no registration" opinions to be delivered to the Initial Purchasers pursuant to Sections 6(f)(i)(A) and 6(g), counsel for the Company and counsel for the Initial Purchasers, respectively, may rely upon the accuracy of the representations and warranties of the Initial Purchasers, and compliance by the Initial Purchasers with their agreements, contained in paragraph (b) above (including Annex C hereto), and each Initial Purchaser hereby consents to such reliance.

(d) The Company and the Guarantors acknowledge and agree that the Initial Purchasers may offer and sell Securities to or through any affiliate of an Initial Purchaser and that any such affiliate may offer and sell Securities purchased by it to or through any Initial Purchaser.

(e) The Company and the Guarantors acknowledge and agree that each Initial Purchaser is acting solely in the capacity of an arm's length contractual counterparty to the Company and the Guarantors with respect to the offering of Securities contemplated hereby (including in connection with determining the terms of the offering) and not as a financial advisor or a fiduciary to, or an agent of, the Company, the Guarantors or any other person. Additionally, neither the Representative nor any other Initial Purchaser is advising the Company or the Guarantors or any other person as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction. The Company and the Guarantors shall consult with their own advisors concerning such matters and shall be responsible for making their own independent investigation and appraisal of the transactions contemplated hereby, and neither the Representative nor any other Initial Purchaser shall have any responsibility or liability to the Company or the Guarantors with respect thereto. Any review by the Representative or any Initial Purchaser of the Company or the Guarantors, the transactions contemplated hereby or other matters relating to such transactions will be performed solely for the benefit of the Representative or such Initial Purchaser, as the case may be, and shall not be on behalf of the Company, the Guarantors or any other person.

2. Payment and Delivery.

(a) Payment for and delivery of the Securities will be made at the offices of Cravath, Swaine & Moore LLP at 10:00 A.M., New York City time, on October 3, 2025, or at such other

time or place on the same or such other date as the Representative and Holdings may agree upon in writing. The time and date of such payment and delivery is referred to herein as the "Closing Date".

(b) Payment for each series of Securities shall be made by wire transfer in immediately available funds (i) for the purchase price in respect of the Escrowed Notes Amount, to the applicable Escrow Account and (ii) for the purchase price in respect of the remaining amount of the Unsecured Notes, to the account(s) specified by the Company, in each case, against delivery to the nominee of The Depository Trust Company ("DTC"), for the account of the Initial Purchasers, of one or more global notes representing the Securities of such series (collectively, the "Global Notes"), with any transfer taxes payable in connection with the sale of the Securities duly paid by the Company. The Global Notes will be made available for inspection by the Representative not later than 1:00 P.M., New York City time, on the business day prior to the Closing Date.

3. Representations and Warranties of the Company and the Guarantors. Each of (i) the Company and the Initial Guarantors represent and warrant, as of the Time of Sale and as of the Closing Date, and (ii) the Additional Guarantors, upon execution by each such Additional Guarantor of a Joinder Agreement, represent and warrant, as of the Time of Sale and as of the Closing Date, to each Initial Purchaser, jointly and severally, as follows. Any references in this Section 3 to any subsidiary of Holdings or the Company or any affiliate of Holdings or the Company shall include the Target and its subsidiaries and all representations made by the Company or the Initial Guarantors with respect to the Target or its subsidiaries shall be qualified by the knowledge of the Company and the Initial Guarantors as of the Time of Sale and the Closing Date, as applicable:

(a) *Time of Sale Information and Offering Memorandum*. The Preliminary Offering Memorandum, as of its date, did not, the Time of Sale Information, at the Time of Sale, did not, and at the Closing Date, will not, and the Offering Memorandum, as of its date and at the Closing Date, will not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that the Company and the Guarantors make no representation or warranty with respect to any statements or omissions made in reliance upon and in conformity with the Initial Purchaser Information (as defined in Section 7(b)). No statement of material fact included in the Offering Memorandum has been omitted from the Time of Sale Information and no statement of material fact included in the Time of Sale Information that is required to be included in the Offering Memorandum has been omitted therefrom.

(b) *Additional Written Communications*. The Company and the Guarantors (including their agents and representatives, other than the Initial Purchasers in their capacity as such) have not prepared, made, used, authorized, approved or referred to and will not prepare, make, use, authorize, approve or refer to any written communication that constitutes an offer to sell or solicitation of an offer to buy the Securities other than (i) the Time of Sale Information, (ii) the Offering Memorandum, and (iii) any electronic road show or other written communications, in each case used in accordance with Section 4(c) (each such communication by the Company or the Guarantors or their agents and representatives referred to in clauses (iii), an "Issuer Written Communication"). Each such Issuer Written Communication, when taken

together with the Time of Sale Information at the Time of Sale, did not, and at the Closing Date will not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that the Company and the Guarantors make no representation and warranty with respect to any statements or omissions made in each such Issuer Written Communication in reliance upon and in conformity with the Initial Purchaser Information.

(c) *Incorporated Documents*. The documents incorporated by reference in each of the Offering Memorandum and the Time of Sale Information, when they were filed with the Securities and Exchange Commission (the "Commission"), conformed in all material respects to the requirements of the Exchange Act, as amended, and the rules and regulations of the Commission thereunder (the "Exchange Act"); and any further documents so filed and incorporated by reference in the Offering Memorandum or the Time of Sale Information, when such documents are filed with the Commission, will conform in all material respects to the requirements of the Exchange Act.

(d) *Financial Statements*. The respective financial statements of Holdings and the Target included or incorporated by reference in each of the Time of Sale Information and the Offering Memorandum, together with the related schedules and notes, present fairly in all material respects the financial position of Holdings and its consolidated subsidiaries (excluding the Target and its subsidiaries) and the Target and its consolidated subsidiaries, respectively, as of the dates indicated and the results of their respective operations and the changes in their respective cash flows for the periods specified; said financial statements of Holdings have been prepared in conformity with U.S. generally accepted accounting principles applied on a consistent basis throughout the periods involved and said financial statements of Target have been prepared in conformity with IFRS Accounting Standards as issued by the International Accounting Standards Board applied on a consistent basis throughout the periods involved; and the other financial information of Holdings and its subsidiaries (excluding the Target and its subsidiaries) and the Target and its subsidiaries included or incorporated by reference in each of the Time of Sale Information and the Offering Memorandum has been derived from the accounting records of Holdings and its subsidiaries (excluding the Target and its subsidiaries) or the Target and its subsidiaries, as applicable, and presents fairly in all material respects the information shown thereby. The pro forma condensed combined financial information and the related notes thereto included under the captions "Summary—AAM Holdings Summary Historical and Pro Forma Consolidated Financial Data" and "Unaudited Pro Forma Condensed Combined Financial Information" and elsewhere in the Time of Sale Information and the Offering Memorandum present fairly in all material respects the information contained therein, have been prepared in accordance with the Commission's rules and guidelines with respect to pro forma financial statements (solely with respect to pro forma financial information for the twelve months ended June 30, 2025, except as described in the Time of Sale Information and the Offering Memorandum) and have been properly presented on the bases described therein, and the assumptions used in the preparation thereof are reasonable and the adjustments used therein are appropriate to give effect to the transactions and circumstances referred to therein. All "non-GAAP financial measures" and "non-IFRS financial measures" (as such terms are defined by the rules and regulations of the Commission) contained in the Offering Memorandum comply with Regulation G of the Exchange Act and Item 10 of Regulation S-K of the Securities Act, as applicable.

(e) *No Material Adverse Change*. Since the date of the most recent financial statements included or incorporated by reference in each of the Time of Sale Information and the Offering Memorandum, except as otherwise stated therein, (i) there has been no material adverse change in the condition, financial or otherwise, or in the earnings, results of operations, business affairs or business prospects of Holdings and its subsidiaries (excluding the Target and its subsidiaries) (taken as a whole) or the Target and its subsidiaries (taken as a whole), in each case, whether or not arising in the ordinary course of business (a "Material Adverse Effect"); (ii) there have been no transactions entered into by Holdings or its subsidiaries (excluding the Target and its subsidiaries) or the Target and its subsidiaries, other than those in the ordinary course of business, which are material with respect to Holdings or any of its subsidiaries (excluding the Target and its subsidiaries) (taken as a whole) or the Target or any of its subsidiaries (taken as a whole), as applicable; and (iii) there has been no dividend or distribution of any kind declared, paid or made by Holdings or the Target, on any class of its capital stock.

(f) *Organization and Good Standing of the Company and the Guarantors*. The Company and each of the Guarantors has been duly organized and is validly existing and in good standing under the laws of the jurisdiction of its organization and has all power and authority necessary to own, lease or operate its properties and to conduct its businesses as described in each of the Time of Sale Information and the Offering Memorandum and to enter into and perform its obligations under the Transaction Documents to which it is party; and the Company and each of the Guarantors is duly qualified as a foreign entity to transact business and is in good standing in each other jurisdiction in which such qualification is required, whether by reason of the ownership or leasing property or the conduct of business, except where the failure so to qualify or to be in good standing would not result in a Material Adverse Effect.

(g) *Organization and Good Standing of Subsidiaries*. Each of the "significant subsidiaries" of Holdings, including the Target and each subsidiary of the Target that would be a "significant subsidiary" of Holdings if the Acquisition had been consummated as of the date hereof (each such person (other than the Company) being a "Subsidiary" and, collectively, the "Subsidiaries"), has been duly organized and is validly existing and in good standing under the laws of the jurisdiction of its organization, has all power and authority to own, lease and operate its properties and to conduct its business as described in each of the Time of Sale Information and the Offering Memorandum and is duly qualified as a foreign entity to transact business and is in good standing in each jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except where the failure so to qualify or to be in good standing would not result in a Material Adverse Effect.

(h) *Capitalization*. Holdings has the capitalization as set forth in each of the Time of Sale Information and the Offering Memorandum under the "Actual" column of the table set forth under the heading "Capitalization" and all the outstanding shares of capital stock or other equity interests of each subsidiary of Holdings (including the Company, but excluding the Target and its subsidiaries) have been duly and validly authorized and issued, are fully paid and non-assessable (except, in the case of any foreign subsidiary, for directors' qualifying shares and except as otherwise described in each of the Time of Sale Information and the Offering Memorandum) and are owned directly or indirectly by Holdings, free and clear of any lien, charge, encumbrance, security interest, restriction on voting or transfer or any other claim of any third party (other than as set forth in the Time of Sale Information and the Offering

Memorandum); all the outstanding shares of capital stock or other equity interests of the Target and each subsidiary of the Target have been duly and validly authorized and issued, are fully paid and non-assessable (except, in the case of any foreign subsidiary, for directors' qualifying shares and except as otherwise described in each of the Time of Sale Information and the Offering Memorandum) and except for the Target are owned directly or indirectly by the Target, free and clear of any lien, charge, encumbrance, security interest, restriction on voting or transfer or any other claim of any third party (other than as set forth in the Time of Sale Information and the Offering Memorandum); none of the outstanding shares of capital stock or other equity interests of the Company or any Subsidiary was issued in violation of any preemptive or similar rights of any securityholder of the Company or such Subsidiary. As of June 30, 2025, on a consolidated basis, after giving pro forma effect to the transactions described therein, Holdings would have had the capitalization as set forth in each of the Time of Sale Information and the Offering Memorandum under the caption "Capitalization" in the column labeled Pro Forma As Adjusted.

(i) *Due Authorization*. The Company and each of the Guarantors has the requisite right, power and authority to execute and deliver, to the extent a party thereto, the Transaction Documents and to perform their respective obligations hereunder and thereunder; and all action required to be taken for the due and proper authorization, execution and delivery of each of the Transaction Documents and the consummation of the transactions contemplated thereby has been duly and validly taken (or, in the case of Transaction Documents to be entered into on any Additional Guarantee Date or any Additional Collateral Date, as applicable, will have been duly and validly taken as of such date).

(j) *The Indentures and the Supplemental Indentures*. The Indentures have been duly authorized by the Company and the Initial Guarantors, and, as of the Closing Date, will have been duly executed and delivered by the Company and the Initial Guarantors. At the Closing Date, each Indenture will (assuming the due authorization, execution and delivery thereof by the applicable Trustee and, in the case of the Secured Notes, the Collateral Agent) constitute a valid and legally binding agreement of each of the Company and the Initial Guarantors, enforceable against the Company and the Initial Guarantors in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency (including, without limitation, all laws relating to fraudulent transfers), reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and except as enforcement thereof is subject to general principles of equity (regardless of whether the enforceability is considered in a proceeding in equity or at law) (collectively, the "Enforceability Exceptions"). On the applicable Additional Guarantee Date, each Supplemental Indenture will have been duly authorized, executed and delivered by, and (assuming the due authorization, execution and delivery thereof by the applicable Trustee and, in the case of the Secured Notes, the Collateral Agent) will constitute a valid and binding agreement of, the Additional Guarantors, enforceable against the Additional Guarantors in accordance with its terms, except as the enforcement thereof may be limited by the Enforceability Exceptions.

(k) *The Securities*. The Notes have been duly authorized by the Company and, when duly executed, authenticated, issued and delivered in the manner provided for in the applicable Indenture and delivered against payment of the purchase price therefor as provided in this Agreement, will be duly and validly issued and outstanding and will constitute valid and legally

binding obligations of the Company enforceable against the Company in accordance with their terms, subject to the Enforceability Exceptions, and will be in the form contemplated by, and entitled to the benefits of, the applicable Indenture. The Guarantees by the Initial Guarantors have been duly authorized by each of the Initial Guarantors and, when the Notes have been duly executed, authenticated, issued and delivered in the manner provided for in the applicable Indenture and delivered against payment of the purchase price therefor as provided herein, will be valid and legally binding obligations of each of the Initial Guarantors, enforceable against each of the Initial Guarantors in accordance with their terms, subject to the Enforceability Exceptions, and will be in the form contemplated by, and entitled to the benefits of, the applicable Indenture. The Secured Notes Guarantees by the Additional Guarantors will have been duly authorized by each of the Additional Guarantors on the Secured Notes Additional Guarantee Date, the Unsecured Notes Guarantees by the Additional Guarantors will have been duly authorized by each of the Additional Guarantors on the Unsecured Notes Additional Guarantee Date and, after (i) the Notes have been duly executed, authenticated, issued and delivered in the manner provided for in the applicable Indenture and delivered against payment of the purchase price therefor as provided herein and (ii) the Supplemental Indentures have been duly authorized, executed and delivered by the Additional Guarantors, such Guarantees will be valid and legally binding obligations of each of the Additional Guarantors, enforceable against each of the Additional Guarantors in accordance with their terms, subject to the Enforceability Exceptions, and will be in the form contemplated by, and entitled to the benefits of, the applicable Indenture.

(l) *Authorization of this Agreement and the Joinder Agreement*. This Agreement has been duly authorized, executed and delivered by the Company and each of the Initial Guarantors. On each applicable Additional Guarantee Date, with respect to each Additional Guarantor, the applicable Joinder Agreement will have been duly authorized, executed and delivered by such Additional Guarantor.

(m) *Escrow Agreement.* The Escrow Agreement has been duly authorized by the Company and, on the Closing Date, (i) will have been duly executed and delivered by the Company and, assuming due authorization, execution and delivery by the Trustees and the Escrow Agent, will constitute a valid and binding agreement of the Company, enforceable against the Company in accordance with its terms, subject to the Enforceability Exceptions and, (ii) subject to the Enforceability Exceptions, will grant a valid and perfected first-priority security interest in the applicable Escrow Account (including the Escrowed Property therein) in favor of the applicable Trustee for the benefit of the holders of the applicable series of Notes.

(n) *Collateral Documents.* Each Initial Collateral Document has been duly authorized by the Company and the Initial Guarantors (to the extent a party thereto) and, as of the Closing Date, will have been duly executed and delivered by the Company and the Initial Guarantors. Each Initial Collateral Document, when duly executed and delivered in accordance with its terms by each of the parties thereto, will constitute a valid and legally binding agreement of the Company and each Initial Guarantor (to the extent a party thereto) enforceable against the Company and each Initial Guarantor (to the extent a party thereto) in accordance with its terms, subject to the Enforceability Exceptions. On each Additional Collateral Date, each Additional Collateral Document delivered on such date will have been duly authorized, executed and delivered by, and (assuming the due authorization, execution and delivery thereof by each of the

parties thereto), will constitute a valid and legally binding agreement of each Additional Guarantor (to the extent party thereto), enforceable against each Additional Guarantor (to the extent a party thereto) in accordance with its terms, subject to the Enforceability Exceptions.

(o) *Descriptions of the Transaction Documents*. Each Transaction Document conforms in all material respects to the description thereof, if any, contained in each of the Time of Sale Information and the Offering Memorandum.

(p) *No Violation or Default*. None of Holdings nor any of its subsidiaries is (i) in violation of its charter or by-laws or other constituting or organizational documents; (ii) in default, or, to the knowledge of the Company or any Guarantor, alleged by any other party to be in default, in the performance or observance of any obligation, agreement, covenant or condition contained in any contract, indenture, mortgage, deed of trust, loan or credit agreement, note, lease or other agreement or instrument to which Holdings or any of its subsidiaries is a party or by which any of them may be bound or to which any of the property or assets of Holdings or any of its subsidiaries is subject; or (iii) in violation of any law or statute or any judgment, order, rule or regulation of any court or arbitrator or governmental or regulatory authority, except, in the case of clauses (ii) and (iii) above, for any such default or violation that would not, individually or in the aggregate, have a Material Adverse Effect.

(q) *No Conflicts*. The execution, delivery and performance by the Company and each Guarantor of the Transaction Documents, to the extent a party thereto, and the consummation of the transactions contemplated by the Transaction Documents (including the issuance and sale of the Securities and the use of proceeds from the sale of the Securities as described in each of the Time of Sale Information and the Offering Memorandum and the grant and perfection of security interests in the Collateral pursuant to the Collateral Documents) and the compliance by the Company and each Guarantor with their obligations under the Transaction Documents, to the extent a party thereto, do not and will not, (i) whether with or without the giving of notice or passage of time or both, conflict with or constitute a breach of, or default, or Repayment Event (as defined below) under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of Holdings or any of its subsidiaries pursuant to, any indenture, mortgage, deed of trust, loan or credit agreement, note, lease or other agreement or instrument to which Holdings or any of its subsidiaries is a party or by which Holdings or any of its subsidiaries is bound (other than any lien, charge or encumbrance created or imposed pursuant to the Collateral Documents), (ii) result in any violation of the provisions of the charter or by-laws or other constituting or organizational documents of Holdings or any of its subsidiaries or (iii) result in the violation of any law, statute, rule, regulation, judgment, order, writ or decree of any government, government instrumentality, arbitrator or court, domestic or foreign, having jurisdiction over Holdings or any of its subsidiaries or any of their assets, properties or operations except, in the case of clauses (i) and (iii) above, for any such conflict, breach, violation, default, lien, charge or encumbrance that would not, individually or in the aggregate, have a Material Adverse Effect. As used herein, a "Repayment Event" means any event or condition which gives the holder of any note, debenture or other evidence of indebtedness (or any person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or a portion of such indebtedness by Holdings or any of its subsidiaries.

(r) *Absence of Further Requirements*. No filing with, or authorization, approval, consent, license, order, registration, qualification or decree of, any court or arbitrator or governmental or regulatory authority or agency is necessary or required for the performance by the Company and the Guarantors of their obligations under each of the Transaction Documents in connection with the offering and sale of the Securities, the grant and perfection of security interests in the Collateral pursuant to the Collateral Documents and compliance by the Company and the Guarantors with the terms thereof and the consummation of the transactions contemplated by the Transaction Documents, except for such consents, approvals, authorizations, orders and registrations or qualifications (i) as may be required under applicable state securities laws in connection with the purchase and resale of the Securities by the Initial Purchasers, (ii) which shall have been obtained or made prior to the Closing Date, (iii) which are required under the Collateral Documents or the Secured Notes Indenture to create, perfect or maintain the first-priority security interests created in the Collateral in favor of the Collateral Agent or (iv) which are required under the Escrow Agreement to create, perfect or maintain the first-priority security interests created in the Escrow Accounts (including the Escrowed Property therein) in favor of the applicable Trustee.

(s) *Absence of Legal Proceedings*. Except as described in each of the Time of Sale Information and the Offering Memorandum, there is no action, suit, proceeding, inquiry or investigation before or brought by any court or governmental agency or body, domestic or foreign, now pending, or, to the knowledge of the Company or any Guarantor, threatened, against or affecting Holdings or any of its subsidiaries, which, individually or in the aggregate, might reasonably be expected to result in a Material Adverse Effect, or which, individually or in the aggregate, might reasonably be expected to materially and adversely affect the properties or assets thereof or the consummation of the transactions contemplated in this Agreement or each of the Time of Sale Information and the Offering Memorandum, or the performance by the Company and each Guarantor of its obligations hereunder or under the Transaction Documents; and the aggregate of all pending legal or governmental proceedings to which the Company, Holdings or any of Holdings' other subsidiaries is a party or of which any of their respective property or assets is the subject which are not described in the Time of Sale Information or the Offering Memorandum, including ordinary routine litigation incidental to the business, could not reasonably be expected to result in a Material Adverse Effect.

(t) *Independent Accountants*. Deloitte & Touche LLP, who have audited the financial statements of Holdings for the years ended December 31, 2024, 2023 and 2022 included or incorporated by reference in each of the Time of Sale Information and the Offering Memorandum, are Independent Registered Public Accountants with respect to Holdings as required by the applicable rules and regulations adopted by the Commission and the Public Company Accounting Oversight Board (United States) (the "PCAOB") and as required by the Securities Act. Deloitte LLP, who have audited the financial statements for the Target for the years ended December 31, 2024 and 2023 included or incorporated by reference in each of the Time of Sale Information and the Offering Memorandum, are Independent Registered Public Accountants with respect to the Target as required by the applicable rules and regulations adopted by the Commission and the American Institute of Certified Public Accountants ("AICPA") and as required by the Securities Act.

(u) *Title to Real Property*. The Company, Holdings and Holdings' other subsidiaries have good and marketable title to all real property owned by each of them, in each case free and clear of all mortgages, pledges, liens, security interests, encumbrances, claims, restrictions and defects and imperfections of title except those that (i) are described in each of the Time of Sale Information and the Offering Memorandum or (ii) do not, singly or in the aggregate, have a Material Adverse Effect and do not interfere with the use made and proposed to be made of such property by the Company, Holdings or Holdings' other subsidiaries; all of the leases and subleases material to the business of the Company, Holdings and Holdings' other subsidiaries considered as one enterprise, and under which the Company, Holdings or any of Holdings' other subsidiaries holds properties described in each of the Time of Sale Information and the Offering Memorandum, are in full force and effect; and none of the Company, Holdings or any of Holdings' other subsidiaries has any notice of any material claim of any sort that has been asserted by anyone adverse to the rights of the Company, Holdings or any of Holdings' other subsidiaries under any of the leases or subleases mentioned above, or affecting or questioning the rights of the Company, Holdings or Holdings' other subsidiaries to the continued possession of the leased or subleased premises under any such lease or sublease.

(v) *Title to Intellectual Property*. The Company, Holdings and Holdings' other subsidiaries own or possess, or can acquire on reasonable terms, adequate patents, patent rights, licenses, inventions, copyrights, know-how (including trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or procedures), trademarks, service marks, trade names or other intellectual property (collectively, "Intellectual Property") necessary to carry on the business now operated by them, except where the failure to own or possess would not, singly or in the aggregate, have a Material Adverse Effect; and none of the Company, Holdings nor any of Holdings' other subsidiaries has received any notice or is otherwise aware of any infringement of or conflict with asserted rights of others with respect to any Intellectual Property or of any facts or circumstances which would render any Intellectual Property invalid or inadequate to protect the interest of the Company, Holdings or any of Holdings' other subsidiaries, and which infringement or conflict (if the subject of any unfavorable decision, ruling or finding) or invalidity or inadequacy, singly or in the aggregate, would result in a Material Adverse Effect.

(w) *Investment Company Act*. None of the Company or the Guarantors is and, after giving effect to the sale of the Securities as contemplated herein and in each of the Time of Sale Information and the Offering Memorandum, the application of the net proceeds therefrom as described in each of the Time of Sale Information and the Offering Memorandum, none of the Company or the Guarantors will be required to register as an "investment company" or an entity "controlled" by an "investment company" as such terms are defined in the Investment Company Act of 1940, as amended, and the rules and regulations of the Commission thereunder.

(x) *Taxes*. Each of Holdings and its subsidiaries has timely filed or caused to be filed all United States federal and other material tax returns and reports required to have been filed and has paid or caused to be paid all taxes required to have been paid by it, except (i) taxes that are being contested in good faith by appropriate proceedings and for which Holdings and its subsidiaries, as applicable, has set aside on its books adequate reserves or (ii) to the extent that the failure to do so would not reasonably be expected to result in a Material Adverse Effect.

(y) *Licenses and Permits*. The Company, Holdings and Holdings' other subsidiaries possess all permits, licenses, certificates, approvals, consents and other authorizations (collectively, "Governmental Licenses") issued by the appropriate federal, state, local or foreign governmental or regulatory authorities that are necessary for the ownership or lease of their respective properties or the conduct of their respective businesses as described in each of the Time of Sale Information and the Offering Memorandum, except where the failure to possess the same would not, individually or in the aggregate, have a Material Adverse Effect; the Company, Holdings and Holdings' other subsidiaries are in compliance with the terms and conditions of all such Governmental Licenses, except where the failure so to comply would not, singly or in the aggregate, have a Material Adverse Effect; all of the Governmental Licenses are valid and in full force and effect, except when the invalidity of such Governmental Licenses or the failure of such Governmental Licenses to be in full force and effect would not have a Material Adverse Effect; and none of the Company, Holdings or Holdings' other subsidiaries has received any notice of proceedings relating to the revocation or modification of any such Governmental Licenses which, singly or in the aggregate, if the subject of an unfavorable decision, ruling or finding, would result in a Material Adverse Effect.

(z) *No Labor Disputes*. Except as disclosed in each of the Time of Sale Information and the Offering Memorandum, no labor dispute by or with employees of the Company, Holdings or Holdings' other subsidiaries exists or, to the knowledge of the Company or any Guarantor, is imminent, and the Company and Holdings are not aware of any existing or imminent labor disturbance by the employees of any of the Company's, Holdings' or any of Holdings' other subsidiaries' principal suppliers, manufacturers, customers or contractors, which, in either case, may reasonably be expected to result in a Material Adverse Effect.

(aa) *Compliance with Environmental Laws*. Except as described in each of the Time of Sale Information and the Offering Memorandum and except as would not, singly or in the aggregate, result in a Material Adverse Effect, (i) none of the Company, Holdings or Holdings' other subsidiaries is in violation of any federal, state, local or foreign statute, law, rule, regulation, ordinance, code, legally binding policy or rule of common law or any judicial or legally binding administrative interpretation thereof, including any judicial or administrative order, consent, decree or judgment, relating to pollution or protection of human health, the environment (including, without limitation, ambient air, surface water, groundwater, land surface or subsurface strata) or wildlife, including, without limitation, laws and regulations relating to the release or threatened release of chemicals, pollutants, contaminants, wastes, toxic substances, hazardous substances, petroleum or petroleum products or per- or poly-fluoralkyl substances (collectively, "Hazardous Materials") or to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials (collectively, "Environmental Laws"), (ii) the Company, Holdings and Holdings' other subsidiaries have all permits, authorizations and approvals required under any applicable Environmental Laws and are each in compliance with their requirements, (iii) there are no pending or, to the knowledge of the Company or any Guarantors, threatened administrative, regulatory or judicial actions, suits, demands, demand letters, claims, liens, notices of noncompliance or violation, investigation or proceedings relating to any Environmental Law against the Company, Holdings or Holdings' other subsidiaries and (iv) there are no events or circumstances that might reasonably be expected to form the basis of an order for clean-up, or remediation, or an action, suit or proceeding by any private party or governmental body or agency, against or affecting the

Company, Holdings or Holdings' other subsidiaries relating to Hazardous Materials or any Environmental Laws.

(bb) *Disclosure Controls*. The Company and Holdings maintain an effective system of "disclosure controls and procedures" (as defined in Rule 13a-15(e) of the Exchange Act) that is designed to ensure that information required to be disclosed by the Company and Holdings reports that they file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the Commission's rules and forms, including controls and procedures designed to ensure that such information is accumulated and communicated to the Company's and Holdings' management, as applicable, as appropriate to allow timely decisions regarding required disclosure. The Company and Holdings have carried out evaluations of the effectiveness of their disclosure controls and procedures as required by Rule 13a-15 of the Exchange Act.

(cc) *Accounting Controls*. The Company and Holdings maintain systems of "internal control over financial reporting" (as defined in Rule 13a-15(f) of the Exchange Act) that comply in all material respects with the requirements of the Exchange Act and have been designed by, or under the supervision of, their respective principal executive and principal financial officers, or persons performing similar functions, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles, including, but not limited to internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorizations; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles and to maintain asset accountability; (iii) access to assets is permitted only in accordance with management's general or specific authorization; (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences; and (v) interactive data in eXtensible Business Reporting Language included or incorporated by reference in each of the Preliminary Offering Memorandum, the Time of Sale Information and the Offering Memorandum is prepared in accordance with the Commission's rules and guidelines applicable thereto. The Target and its subsidiaries maintain systems of internal accounting controls sufficient to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with IFRS, including, but not limited to internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorizations; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with IFRS and to maintain asset accountability; (iii) access to assets is permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. Except as disclosed in each of the Time of Sale Information and the Offering Memorandum, there are no material weaknesses in the Company's, Holdings' or the Target's internal controls.

(dd) *Insurance*. The Company, Holdings and Holdings' other subsidiaries have insurance covering their respective properties, operations, personnel and businesses, including business interruption insurance, which insurance is in amounts and insures against such losses

and risks as are adequate to protect the Company, Holdings and Holdings' other subsidiaries and their respective businesses; and none of the Company, Holdings or Holdings' other subsidiaries has (i) received notice from any insurer or agent of such insurer that material capital improvements or other expenditures are required or necessary to be made in order to continue such insurance or (ii) any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage at reasonable cost from similar insurers as may be necessary to continue its business.

(ee) *No Unlawful Payments*. Neither Holdings nor any of its subsidiaries, nor any director, officer or employee of Holdings or any of its subsidiaries, nor any agent, affiliate or other person associated with or acting on behalf of Holdings or any of its subsidiaries has (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful payment relating to political activity; (ii) made or taken an act in furtherance of an offer, promise or authorization of any direct or indirect unlawful payment or benefit to any foreign or domestic government official or employee, including of any government-owned or controlled entity or of a public international organization, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or party official or candidate for political office; (iii) violated or is in violation of any provision of the Foreign Corrupt Practices Act of 1977, as amended, or any applicable law or regulation implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, or committed an offence under the Bribery Act 2010 of the United Kingdom, or any other applicable anti-bribery or anti-corruption law; or (iv) made, offered, agreed, requested or taken an act in furtherance of any unlawful bribe or other unlawful benefit, including, without limitation, any unlawful rebate, payoff, influence payment, kickback or other unlawful or improper payment or benefit. Holdings and its subsidiaries have instituted, maintain and enforce, and will continue to maintain and enforce, policies and procedures designed to promote and ensure compliance with all applicable anti-bribery and anti-corruption laws.

(ff) *Compliance with Money Laundering Laws*. The operations of the Company, Holdings and Holdings' other subsidiaries, are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the applicable money laundering statutes of all jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the "Money Laundering Laws") and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company, Holdings or Holdings' other subsidiaries with respect to Money Laundering Laws is pending or, to the knowledge of the Company or any Guarantor, threatened.

(gg) *No Conflicts with Sanctions Laws.* Neither Holdings nor any of its subsidiaries, directors, officers or employees, nor any agent, affiliate or other person associated with or acting on behalf of Holdings or any of its subsidiaries is currently the subject or the target of any sanctions administered or enforced by the U.S. government, (including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State and including, without limitation, the designation as a "specially designated national" or "blocked person"), the United Nations Security Council, the European Union or His Majesty's Treasury or other relevant sanctions authority (collectively, "Sanctions"), nor is Holdings or any

of its subsidiaries located, organized or resident in a country or territory that is the subject or target of comprehensive territorial-based Sanctions, including, without limitation, the so-called Donetsk People's Republic, the so-called Luhansk People's Republic, the non-Ukrainian government controlled areas of the Zaporizhzhia and Kherson regions of Ukraine, or any other Covered Region of Ukraine identified pursuant to Executive Order 14065, the Crimea region of Ukraine, Cuba, Iran and North Korea (each, a "Sanctioned Country"); and Holdings will not directly or indirectly use the proceeds of the offering of the Securities hereunder, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity (i) to fund or facilitate any activities of or business with any person that, at the time of such funding or facilitation, is the subject or target of Sanctions, (ii) to fund or facilitate any activities of or business in any Sanctioned Country or (iii) in any other manner that will result in a violation by any person (including any person participating in this transaction, whether as underwriter, initial purchaser, advisor, investor or otherwise) of Sanctions. Since April 24, 2019, Holdings and its subsidiaries have not knowingly engaged in, and are not now knowingly engaged in, any dealings or transactions with any person that at the time of the dealing or transaction is or was the subject or the target of Sanctions or with any Sanctioned Country.

(hh) *Solvency*. On and immediately after the Closing Date and the Escrow Release Date, the Company and Holdings and its subsidiaries on a consolidated basis (after giving effect to the issuance of the Securities and the other transactions described in the Time of Sale Information and the Offering Memorandum under the caption "Capitalization") will be Solvent. As used in this paragraph, the term "Solvent" means, with respect to a particular date, that on such date (i) the present fair market value (or present fair saleable value) of the assets of the Company and Holdings and its subsidiaries on a consolidated basis is not less than the total amount required to pay the liabilities of the Company and Holdings and its subsidiaries on a consolidated basis on their total existing debts and liabilities (including contingent liabilities) as they become absolute and matured; (ii) the Company and Holdings and its subsidiaries on a consolidated basis are able to realize upon their assets and pay their debts and other liabilities, contingent obligations and commitments as they mature and become due in the normal course of business; (iii) assuming consummation of the issuance of the Securities as contemplated by this Agreement, the Time of Sale Information and the Offering Memorandum and the other transactions described in the Offering Memorandum under the caption "Capitalization", the Company and Holdings and its subsidiaries on a consolidated basis are not incurring debts or liabilities beyond their ability to pay as such debts and liabilities mature and (iv) the Company and Holdings and its subsidiaries on a consolidated basis are not engaged in any business or transaction, and do not propose to engage in any business or transaction, for which their respective property would constitute unreasonably small capital after giving due consideration to the prevailing practice in the industry in which the Company is engaged.

(ii) *Rule 144A Eligibility*. The Securities are eligible for resale pursuant to Rule 144A under the Securities Act and, on the Closing Date, will not be of the same class as securities listed on a national securities exchange registered under Section 6 of the Exchange Act or quoted in an automated inter-dealer quotation system; and each of the Preliminary Offering Memorandum and the Offering Memorandum, as of its respective date, contains or will contain all the information that, if requested by a prospective purchaser of the Securities, would be

required to be provided to such prospective purchaser pursuant to Rule 144A(d)(4) under the Securities Act.

(jj) *No Integration*. Neither the Company nor any of its affiliates (as defined in Rule 501(b) of Regulation D) has, directly or through any agent, sold, offered for sale, solicited offers to buy or otherwise negotiated in respect of, any security (as defined in the Securities Act), that is or will be integrated with the sale of the Securities in a manner that would require registration of the Securities under the Securities Act.

(kk) *No General Solicitation or Directed Selling Efforts*. None of the Company or any of its affiliates or any other person acting on its or their behalf (other than the Initial Purchasers, as to which no representation is made) has, (i) solicited offers for, or offered or sold, the Securities by means of any form of general solicitation or general advertising within the meaning of Rule 502(c) of Regulation D or in any manner involving a public offering within the meaning of Section 4(a)(2) of the Securities Act or (ii) engaged in any directed selling efforts within the meaning of Regulation S under the Securities Act ("Regulation S"), and all such persons have complied with the offering restrictions requirement of Regulation S.

(ll) *Securities Law Exemptions*. Assuming the accuracy of the representations and warranties of the Initial Purchasers contained in Section 1(b) (including Annex C hereto) and their compliance with their agreements set forth therein, it is not necessary, in connection with the issuance and sale of the Securities to the Initial Purchasers and the offer, resale and delivery of the Securities by the Initial Purchasers in the manner contemplated by this Agreement, the Time of Sale Information and the Offering Memorandum, to register the Securities under the Securities Act or qualify the Indentures under the Trust Indenture Act.

(mm) *No Stabilization*. Neither the Company nor any Guarantor has taken, directly or indirectly, any action designed to or that could reasonably be expected to cause or result in any stabilization or manipulation of the price of the Securities.

(nn) *Forward-Looking Statements*. No forward-looking statement (within the meaning of Section 27A of the Securities Act and Section 21E of the Exchange Act) contained or incorporated by reference in any of the Time of Sale Information or the Offering Memorandum has been made or reaffirmed without a reasonable basis or has been disclosed other than in good faith.

(oo) *Statistical and Market Data*. Nothing has come to the attention of the Company and the Guarantors that has caused the Company or the Guarantors to believe that the statistical and market-related data included or incorporated by reference in each of the Time of Sale Information and the Offering Memorandum is not based on or derived from sources that are reliable and accurate in all material respects.

(pp) *Cybersecurity; Data Protection*. Except as would not, singly or in the aggregate, result in a Material Adverse Effect, (i) Holdings and its subsidiaries' information technology assets and equipment, computers, systems, networks, hardware, software, websites, applications, and databases (collectively, "IT Systems") are adequate for, and operate and perform as required in connection with the operation of the business of Holdings and its subsidiaries as currently

conducted, and, to the knowledge of the Company and the Guarantors, free and clear of bugs, errors, defects, Trojan horses, time bombs, malware and other corruptants; (ii) Holdings and its subsidiaries have implemented and maintained commercially reasonable controls, policies, procedures, and safeguards to maintain and protect their confidential information and the integrity, continuous operation, redundancy and security of all IT Systems and data (including all personal, personally identifiable, sensitive, confidential or regulated data ("Personal Data")) used in connection with their businesses; (iii) there have been no breaches, violations, outages or unauthorized uses of or accesses to same, except for those that have been remedied without the duty to notify any other person, nor any incidents under internal review or investigations relating to the same and (iv) Holdings and its subsidiaries are presently in compliance with all applicable laws or statutes and all judgments, orders, rules and regulations of any court or arbitrator or governmental or regulatory authority, internal policies and contractual obligations relating to the privacy and security of IT Systems and Personal Data and to the protection of such IT Systems and Personal Data from unauthorized use, access, misappropriation or modification.

(qq) *Sarbanes-Oxley Act*. There is and has been no failure on the part of the Company or Holdings or any of the Company's or Holdings' directors or officers, in their capacities as such, to comply in all material respects with the provisions of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith, including Section 402 related to loans and Sections 302 and 906 related to certifications.

(rr) *Co-operation Agreement.* The Co-operation Agreement has been duly authorized, executed and delivered by Holdings and constitutes a legal, valid and binding instrument, enforceable against the parties thereto in accordance with its terms, subject to the Enforceability Exceptions. The representations and warranties of the Target contained in the Co-operation Agreement are true and correct in all material respects as of the date of the Co-operation Agreement and as of the date hereof (except representations and warranties qualified by materiality or material adverse effect, which are true and correct in all respects).

(ss) *Creation and Enforceability of Security Interests.* The Collateral Documents will, upon execution and delivery thereof, represent all of the collateral agreements, security agreements, guarantee agreements, pledge agreements and other similar agreements necessary to grant a legal, valid and enforceable security interest in the Collateral in favor of the Collateral Agent for the benefit of the Secured Notes Trustee and the holders of the Secured Notes, subject to the Enforceability Exceptions.

(tt) *Perfection of Security Interests.* The Collateral Documents will create valid and, when duly executed and delivered and when all filings and recordings in the applicable filing offices with respect to Collateral have been made in appropriate form as described in the Collateral Documents, perfected first-priority security interests in the Collateral in favor of the Collateral Agent for the benefit of the Secured Notes Trustee and the holders of the Secured Notes (other than as set forth in the Time of Sale Information and the Offering Memorandum), subject only to Permitted Encumbrances.

(uu) *Ownership of Collateral.* The Company and each Guarantor owns the Collateral pledged by it under Collateral Documents free and clear of any security interest, mortgage,

pledge, lien, encumbrance or claim (other than Permitted Encumbrances described in the Time of Sale Information).

4. Further Agreements of the Company and the Guarantors. The Company and the Guarantors jointly and severally covenant and agree with each Initial Purchaser that:

(a) *Delivery of Copies*. The Company will deliver, without charge, to the Initial Purchasers as many copies of the Preliminary Offering Memorandum, any other Time of Sale Information, any Issuer Written Communication and the Offering Memorandum (including all amendments and supplements thereto and documents incorporated by reference therein) as the Representative may reasonably request.

(b) *Offering Memorandum, Amendments or Supplements*. Before finalizing the Offering Memorandum or making or distributing any amendment or supplement to any of the Time of Sale Information or the Offering Memorandum (or filing with the Commission any document that will be incorporated by reference therein), the Company will furnish to the Representative and counsel for the Initial Purchasers a copy of the proposed Offering Memorandum or such amendment or supplement or document to be incorporated by reference therein for review, and will not distribute any such proposed Offering Memorandum, amendment or supplement to which the Representative reasonably objects.

(c) *Additional Written Communications*. Before making, preparing, using, authorizing, approving or referring to any Issuer Written Communication, the Company and the Guarantors will furnish to the Representative and counsel for the Initial Purchasers a copy of such written communication for review and will not make, prepare, use, authorize, approve or refer to any such written communication to which the Representative reasonably objects.

(d) *Notice to the Representative*. The Company and Holdings will advise the Representative promptly (i) of the issuance by any governmental or regulatory authority of any order preventing or suspending the use of any of the Time of Sale Information, any Issuer Written Communication or the Offering Memorandum or the initiation or threatening of any proceeding for that purpose; (ii) of the occurrence of any event at any time prior to the completion of the initial distribution of the Securities as a result of which any of the Time of Sale Information, any Issuer Written Communication or the Offering Memorandum as then amended or supplemented would include any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances existing when such Time of Sale Information, Issuer Written Communication or the Offering Memorandum is delivered to a purchaser, not misleading; and (iii) of the receipt by the Company or the Guarantors of any notice with respect to any suspension of the qualification of the Securities for offer and sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose; and the Company and the Guarantors will use their reasonable best efforts to prevent the issuance of any such order preventing or suspending the use of any of the Time of Sale Information, any Issuer Written Communication or the Offering Memorandum or suspending any such qualification of the Securities and, if any such order is issued, will obtain as soon as possible the withdrawal thereof.

(e) *Time of Sale Information*. If at any time prior to the Closing Date (i) any event shall occur or condition shall exist as a result of which the Time of Sale Information as then amended or supplemented would include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading or (ii) it is necessary to amend or supplement the Time of Sale Information to comply with law, the Company and Holdings will immediately notify the Initial Purchasers thereof and forthwith prepare and, subject to paragraph (b) above, furnish to the Initial Purchasers such amendments or supplements to the Time of Sale Information (or any document to be filed with the Commission and incorporated by reference therein) as may be necessary so that the statements in the Time of Sale Information as so amended or supplemented (including such documents to be incorporated by reference therein) will not, in the light of the circumstances under which they were made, be misleading or so that the Time of Sale Information will comply with law.

(f) *Ongoing Compliance of the Offering Memorandum*. If at any time prior to the completion of the initial offer and resale of the Securities: (i) any event shall occur or condition shall exist as a result of which the Offering Memorandum as then amended or supplemented would include any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances existing when the Offering Memorandum is delivered to a purchaser, not misleading or (ii) it is necessary to amend or supplement the Offering Memorandum to comply with law, the Company and Holdings will immediately notify the Initial Purchasers thereof and forthwith prepare and, subject to paragraph (b) above, furnish to the Initial Purchasers such amendments or supplements to the Offering Memorandum (or any document to be filed with the Commission and incorporated by reference therein) as may be necessary so that the statements in the Offering Memorandum as so amended or supplemented will not, in the light of the circumstances existing when the Offering Memorandum is delivered to a purchaser, be misleading or so that the Offering Memorandum will comply with law.

(g) *Blue Sky Compliance*. The Company and the Guarantors will qualify the Securities for offer and sale under the securities or Blue Sky laws of such jurisdictions as the Representative shall reasonably request and will continue such qualifications in effect so long as required for the offering and resale of the Securities; provided that none of the Company or any Guarantors shall be required to (i) qualify as a foreign corporation or other entity or as a dealer in securities in any such jurisdiction where it would not otherwise be required to so qualify, (ii) file any general consent to service of process in any such jurisdiction or (iii) subject itself to taxation in any such jurisdiction if it is not otherwise so subject.

(h) *Supplying Information.* While the Securities remain outstanding and are "restricted securities" within the meaning of Rule 144(a)(3) under the Securities Act, the Company and each of the Guarantors will, during any period in which the Company is not subject to and in compliance with Section 13 or 15(d) of the Exchange Act, furnish to holders of the Securities and prospective purchasers of the Securities designated by such holders, upon the request of such holders or such prospective purchasers, the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act.

(i) *Clear Market*. During the period from the date hereof through and including the date that is 30 days after the date hereof, the Company and each of the Guarantors will not, without the prior written consent of the Representative, offer, sell, contract to sell or otherwise dispose of any debt securities issued or guaranteed by the Company or any of the Guarantors and having a tenor of more than one year.

(j) *Use of Proceeds*. The Company will apply the net proceeds from the sale of the Securities as described in each of the Time of Sale Information and the Offering Memorandum under the heading "Use of proceeds."

(k) *DTC*. The Company will assist the Initial Purchasers in arranging for the Securities to be eligible for clearance and settlement through DTC.

(l) *No Resales by the Company*. The Company will not, and will not permit any of its affiliates (as defined in Rule 144 under the Securities Act) to, resell any of the Securities that have been acquired by any of them, except for Securities purchased by the Company or any of its affiliates and resold in a transaction registered, or exempt from registration, under the Securities Act.

(m) *No Integration*. Neither the Company nor any of its affiliates (as defined in Rule 501(b) of Regulation D) will, directly or through any agent, sell, offer for sale, solicit offers to buy or otherwise negotiate in respect of, any security (as defined in the Securities Act), that is or will be integrated with the sale of the Securities in a manner that would require registration of the Securities under the Securities Act.

(n) *No General Solicitation or Directed Selling Efforts*. None of the Company or any of its affiliates or any other person acting on its or their behalf (other than the Initial Purchasers, as to which no covenant is given) will, (i) solicit offers for, or offer or sell, the Securities by means of any form of general solicitation or general advertising within the meaning of Rule 502(c) of Regulation D or in any manner involving a public offering within the meaning of Section 4(a)(2) of the Securities Act or (ii) engage in any directed selling efforts within the meaning of Regulation S, and all such persons will comply with the offering restrictions requirement of Regulation S.

(o) *No Stabilization*. Neither the Company nor any of the Guarantors will take, directly or indirectly, any action designed to or that could reasonably be expected to cause or result in any stabilization or manipulation of the price of the Securities.

(p) *Joinder Agreement, Supplemental Indentures and Additional Collateral Documents.* Within 60 days after the consummation of the Acquisition, if it occurs, the Company shall cause each of the Additional Guarantors to (i) become a party to this Agreement and the Secured Notes Indenture by duly authorizing, executing and delivering the Joinder Agreement and the Secured Notes Supplemental Indenture and (ii) authorize, execute and deliver the Additional Collateral Documents and, in each case, the Company shall deliver copies of the same to the Representative. Within 45 days after the Secured Notes Additional Guarantee Date, if such date occurs, the Company shall cause each of the Additional Guarantors to become a party to the Unsecured Notes Indenture by duly authorizing, executing and delivering the

Unsecured Notes Supplemental Indenture and the Company shall deliver a copy of the same to the Representative.

(q) *Initial Purchasers' Commission*. Upon the release of the Escrowed Property in connection with the consummation of the Acquisition, the Company will pay (or cause the Escrow Agent to pay) the Initial Purchasers' Commission on the Escrowed Notes Amount to the Representative on behalf of the Initial Purchasers. The Company will pay the remainder of the Initial Purchasers' Commission on the Closing Date.

(r) *Security Interest Perfection.* (i) The Company and the Initial Guarantors will (1) complete or deliver to the Collateral Agent on the Closing Date all filings and take all other similar actions required in connection with the perfection of security interests in the Initial Collateral and (2) take all actions necessary to maintain such security interests and to perfect security interests in any collateral acquired after the Closing Date, in each case as and to the extent contemplated by the Secured Notes Indenture and the Collateral Documents; to the extent any such filing or action contemplated by clause (i)(1) is not completed or delivered on the Closing Date, the Company and the Initial Guarantors will complete or deliver to the Collateral Agent any and all further filings and take all other similar actions required in connection with the perfection of security interests (including those filings or actions as described in the Time of Sale Information and the Offering Memorandum); and (ii) the Additional Guarantors will (1) complete or deliver to the Collateral Agent within 60 days after the consummation of the Acquisition, if it occurs, all filings and take all other similar actions required in connection with the perfection of security interests in the Additional Collateral and (2) take all actions necessary to maintain such security interests and to perfect security interests in any collateral acquired thereafter, in each case as and to the extent contemplated by the Secured Notes Indenture and the Collateral Documents; to the extent any such filing or action contemplated by clause (ii)(1) is not completed or delivered within 60 days after the consummation of the Acquisition, the Additional Guarantors will complete or deliver to the Collateral Agent any and all further filings and take all other similar actions required in connection with the perfection of security interests (including those filings or actions as described in the Time of Sale Information).

5. Certain Agreements of the Initial Purchasers. Each Initial Purchaser hereby represents and agrees that it has not and will not use, authorize the use of, refer to, or participate in the planning for use of, any written communication that constitutes an offer to sell or the solicitation of an offer to buy the Securities other than (i) the Preliminary Offering Memorandum and the Offering Memorandum, (ii) any written communication that contains either (a) no "issuer information" (as defined in Rule 433(h)(2) under the Securities Act) or (b) "issuer information" that was included (including through incorporation by reference) in the Time of Sale Information or the Offering Memorandum, (iii) any written communication listed on Annex A or prepared pursuant to Section 4(c) (including any electronic road show) above, (iv) any written communication prepared by such Initial Purchaser and approved by the Company and the Representative in advance in writing or (v) any written communication relating to or that contains the terms of the Securities or their offering and/or other information that was included (including through incorporation by reference) in the Time of Sale Information or the Offering Memorandum.

6. Conditions of Initial Purchasers' Obligations. The obligation of each Initial Purchaser to purchase Securities on the Closing Date as provided herein is subject to the performance by the Company and each of the Guarantors of their respective covenants and other obligations hereunder and to the following additional conditions:

(a) *Representations and Warranties*. The representations and warranties of the Company and the Initial Guarantors contained herein shall be true and correct on the date hereof and on and as of the Closing Date; and the statements of the Company, the Initial Guarantors and their respective officers made in any certificates delivered pursuant to this Agreement shall be true and correct on and as of the Closing Date.

(b) *No Downgrade*. Subsequent to the earlier of (A) the Time of Sale and (B) the execution and delivery of this Agreement, (i) no downgrading shall have occurred in the rating accorded the Securities or any other debt securities or preferred stock of or guaranteed by Holdings or any of its subsidiaries by any "nationally recognized statistical rating organization", as such term is defined by the Commission for purposes of Section 3(a)(62) of the Exchange Act and (ii) no such organization shall have publicly announced that it has under surveillance or review, or has changed its outlook with respect to, its rating of the Securities or of any other debt securities or preferred stock of or guaranteed by Holdings or any of its subsidiaries (other than an announcement with positive implications of a possible upgrading).

(c) *No Material Adverse Change*. No event or condition of a type described in Section 3(e) hereof shall have occurred or shall exist, which event or condition is not described in the Time of Sale Information (excluding any amendment or supplement thereto) and the Offering Memorandum (excluding any amendment or supplement thereto) and the effect of which in the judgment of the Representative makes it impracticable or inadvisable to proceed with the offering, sale or delivery of the Securities on the terms and in the manner contemplated by this Agreement, the Time of Sale Information and the Offering Memorandum.

(d) *Officer's Certificate*. The Representative shall have received on and as of the Closing Date a certificate of an executive officer of the Company and of each Initial Guarantor who have specific knowledge of the Company's or such Initial Guarantor's financial matters and is satisfactory to the Representative (i) confirming that such officers have carefully reviewed the Time of Sale Information and the Offering Memorandum and, to the knowledge of such officers, the representations set forth in Sections 3(a) and (b) hereof are true and correct, (ii) confirming that the other representations and warranties of the Company and the Initial Guarantors in this Agreement are true and correct and that the Company and the Initial Guarantors have complied with all agreements and satisfied all conditions on their part to be performed or satisfied hereunder at or prior to the Closing Date and (iii) to the effect set forth in paragraphs (b) and (c) above.

(e) *Comfort Letters*. On the date of this Agreement and on the Closing Date, Deloitte & Touche LLP, the independent public accountants for Holdings for the years ended December 31, 2024, 2023 and 2022, and Deloitte LLP, the independent auditors for the Target for the years ended December 31, 2024 and 2023, shall have furnished to the Representative, at the request of Holdings and the Target, respectively, letters, dated the respective dates of delivery thereof and addressed to the Initial Purchasers, and, in the case of the non-US letters

delivered by Deloitte LLP, to the Initial Purchasers or the respective selling agents of the Initial Purchasers, as applicable, listed in Annex D hereto, in form and substance reasonably satisfactory to the Representative, containing statements and information of the type customarily included in accountants' "comfort letters" to Initial Purchasers with respect to the financial statements and certain financial information contained or incorporated by reference in each of the Time of Sale Information and the Offering Memorandum; provided that the letters delivered on the date of this Agreement and Closing Date by the current independent public accountants for Holdings and the Target shall use a "cut-off" date no more than three business days prior to the date of this Agreement or the Closing Date, as applicable.

(f) *Opinion and 10b-5 Statement of Counsel for the Company and the Guarantors*. (i) each of (A) Allen Overy Shearman Sterling US LLP, counsel for the Company and the Guarantors, and (B) the Vice President and General Counsel of Holdings, shall have furnished to the Representative, at the request of the Company and the Guarantors, their written opinion and 10b-5 Statement and (ii) each of (A) Buckingham, Doolittle & Burroughs, LLC, Ohio counsel to AAM Powder Metal Components, Inc. and (B) Lex Novus plc, Michigan counsel to MSP Industries Corporation, shall have furnished to the Representative, at the request of the Company and the appliable Initial Guarantor, their written opinion which, in the case of each of clauses (i) and (ii), shall be in form and substance reasonably satisfactory to the Representative, dated the Closing Date and addressed to the Initial Purchasers.

(g) *Opinion and 10b-5 Statement of Counsel for the Initial Purchasers*. The Representative shall have received on and as of the Closing Date an opinion and 10b-5 Statement of Cravath, Swaine & Moore LLP, counsel for the Initial Purchasers, with respect to such matters as the Representative may reasonably request, and such counsel shall have received such documents and information as they may reasonably request to enable them to pass upon such matters.

(h) *Certificate of Chief Financial Officer*. On each of the date hereof and the Closing Date the Initial Purchasers shall have received from Holdings a certificate, dated the respective dates of delivery thereof and addressed to the Initial Purchasers, signed by the Chief Financial Officer of Holdings, in form and substance reasonably satisfactory to the Representative.

(i) *No Legal Impediment to Issuance*. No action shall have been taken and no statute, rule, regulation or order shall have been enacted, adopted or issued by any federal, state or foreign governmental or regulatory authority that would, as of the Closing Date, prevent the issuance or sale of the Securities; and no injunction or order of any federal, state or foreign court shall have been issued that would, as of the Closing Date, prevent the issuance or sale of the Securities.

(j) *Good Standing*. The Representative shall have received on and as of the Closing Date satisfactory evidence of the good standing of the Company and the Guarantors in their respective jurisdictions of organization and their good standing in such other jurisdictions as the Representative may reasonably request, in each case in writing or any standard form of telecommunication, from the appropriate governmental authorities of such jurisdictions.

(k) *Escrow Agreement.* The Company, the Trustees and the Escrow Agent shall have executed and delivered the Escrow Agreement in form and substance reasonably satisfactory to the Representative, and the Representative shall have received executed copies thereof; the Company shall have taken all actions required in connection with the perfection of a first-priority security interest in each Escrow Account in favor of the applicable Trustee for the benefit of the holders of the applicable series of Notes, as and to the extent required by the Escrow Agreement and the applicable Indenture; and other conditions to the effectiveness of the Escrow Agreement as contained therein shall have been satisfied.

(l) *DTC*. The Securities shall be eligible for clearance and settlement through DTC.

(m) *Indenture and Securities*. Each Indenture shall have been duly executed and delivered by a duly authorized officer of the Company, each of the Initial Guarantors, the applicable Trustee and, the case of the Secured Notes Indenture, the Collateral Agent; and the Notes shall have been duly executed and delivered by a duly authorized officer of the Company and duly authenticated by the applicable Trustee.

(n) *Collateral Documents.* Except as otherwise permitted under the Secured Notes Indenture to be effectuated after the Closing Date, the Initial Collateral Documents shall have been duly executed and delivered by the parties thereto, the security interests created pursuant thereto in the Initial Collateral shall be valid and enforceable, and the Collateral Agent shall hold valid and perfected first-priority security interests in the Initial Collateral (other than as set forth in the Time of Sale Information), securing the obligations of the Company and each of the Initial Guarantors for the benefit of the Secured Notes Trustee and each holder of the Secured Notes.

(o) *Lien Searches.* The Representative shall have received the results of a recent lien search in each of the jurisdictions where the Company and any Guarantor is organized, and such search shall reveal no liens on any of the assets of the Company or the Guarantors, other than such liens as described in the Time of Sale Information.

(p) *Perfection Certificate.* On or prior to the Closing Date, the Representative shall have received a completed certificate in the form attached to the Collateral Agreement to be dated as of the Closing Date, executed by an executive officer of the Company, together with all attachments contemplated thereby, which shall be correct and complete as of the Closing Date.

(q) *UCC and Other Filings.* Except as otherwise permitted under the Secured Notes Indenture to be effectuated after the Closing Date, all documents and instruments, including Uniform Commercial Code financing statements, required by law or reasonably requested by the Collateral Agent to be filed, registered or recorded to create the liens intended to be created by the Initial Collateral Documents and to perfect such liens to the extent required by, and with the priority required by, the Secured Notes Indenture and the Initial Collateral Documents, shall have been filed, registered or recorded or delivered to the Collateral Agent for filing, registration or recording;

(r) *Filing Fees.* Except as otherwise permitted under the Secured Notes Indenture to be effectuated after the Closing Date, all filing fees, taxes and other amounts payable in connection with any filings, recordings, registrations and other actions required pursuant to the

terms of the Secured Notes Indenture and the Initial Collateral Documents shall have been paid or payment by the Company provided for to the reasonable satisfaction of the Collateral Agent.

(s) *Additional Documents*. On or prior to the Closing Date, the Company and the Guarantors shall have furnished to the Representative such further certificates and documents as the Representative may reasonably request.

All opinions, letters, certificates and evidence mentioned above or elsewhere in this Agreement shall be deemed to be in compliance with the provisions hereof only if they are in form and substance reasonably satisfactory to counsel for the Initial Purchasers.

7. Indemnification and Contribution.

(a) *Indemnification of the Initial Purchasers*. The Company and each of the Guarantors jointly and severally agree to indemnify and hold harmless each Initial Purchaser, its affiliates, directors and officers and each person, if any, who controls such Initial Purchaser within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, from and against any and all losses, claims, damages and liabilities (including, without limitation, legal fees and other expenses incurred in connection with any suit, action or proceeding or any claim asserted, as such fees and expenses are incurred), joint or several, that arise out of, or are based upon, any untrue statement or alleged untrue statement of a material fact contained in the Preliminary Offering Memorandum, any of the other Time of Sale Information, any Issuer Written Communication or the Offering Memorandum (or any amendment or supplement thereto) or arising out of or based upon any omission or alleged omission to state therein a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, in each case except insofar as such losses, claims, damages or liabilities arise out of, or are based upon, any untrue statement or omission or alleged untrue statement or omission made in reliance upon and in conformity with the Initial Purchaser Information.

(b) *Indemnification of the Company and the Guarantors*. Each Initial Purchaser agrees, severally and not jointly, to indemnify and hold harmless (i) the Company, each of the Initial Guarantors, each of their respective directors and their respective officers and each person, if any, who controls the Company or any of the Initial Guarantors within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act and (ii) upon execution and delivery by any Additional Guarantor of a Joinder Agreement, each such Additional Guarantor, each such Additional Guarantor's directors and officers and each person, if any, who controls such Additional Guarantor within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, in each case, to the same extent as the indemnity set forth in paragraph (a) above, but only with respect to any losses, claims, damages or liabilities that arise out of, or are based upon, any untrue statement or omission or alleged untrue statement or omission made in reliance upon and in conformity with any information relating to such Initial Purchaser furnished to the Company and the Guarantors in writing by such Initial Purchaser through the Representative expressly for use in the Preliminary Offering Memorandum, any of the other Time of Sale Information, any Issuer Written Communication or the Offering Memorandum (or any amendment or supplement thereto), it being understood and agreed that the only such information consists of the following information in the Preliminary Offering Memorandum and

the Offering Memorandum: the information contained in the third, fourth and fifth sentences of the second paragraph, the fifth sentence of the sixth paragraph and the eighth paragraph, under the caption "Plan of Distribution" (the "Initial Purchaser Information").

(c) *Notice and Procedures*. If any suit, action, proceeding (including any governmental or regulatory investigation), claim or demand shall be brought or asserted against any person in respect of which indemnification may be sought pursuant to either paragraph (a) or (b), such person (the "Indemnified Person") shall promptly notify the person against whom such indemnification may be sought (the "Indemnifying Person") in writing; provided that the failure to notify the Indemnifying Person shall not relieve it from any liability that it may have under paragraphs (a) and (b) of this Section 7 except to the extent that it has been materially prejudiced (through the forfeiture of substantive rights or defenses) by such failure; and provided, further, that the failure to notify the Indemnifying Person shall not relieve it from any liability that it may have to an Indemnified Person otherwise than under paragraphs (a) and (b) of this Section 7. If any such proceeding shall be brought or asserted against an Indemnified Person and it shall have notified the Indemnifying Person thereof, the Indemnifying Person shall retain counsel reasonably satisfactory to the Indemnified Person (who shall not, without the consent of the Indemnified Person, be counsel to the Indemnifying Person) to represent the Indemnified Person and any others entitled to indemnification pursuant to this Section 7 that the Indemnifying Person may designate in such proceeding and shall pay the fees and expenses of such proceeding and shall pay the fees and expenses of counsel related to such proceeding, as incurred. In any such proceeding, any Indemnified Person shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such Indemnified Person unless (i) the Indemnifying Person and the Indemnified Person shall have mutually agreed to the contrary; (ii) the Indemnifying Person has failed within a reasonable time to retain counsel reasonably satisfactory to the Indemnified Person; (iii) the Indemnified Person shall have reasonably concluded that there may be legal defenses available to it that are different from or in addition to those available to the Indemnifying Person; or (iv) the named parties in any such proceeding (including any impleaded parties) include both the Indemnifying Person and the Indemnified Person and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interest between them. It is understood and agreed that the Indemnifying Person shall not, in connection with any proceeding or related proceeding in the same jurisdiction, be liable for the fees and expenses of more than one separate firm (in addition to any local counsel) for all Indemnified Persons, and that all such fees and expenses shall be reimbursed as they are incurred. Any such separate firm for any Initial Purchaser, its affiliates, directors and officers and any control persons of such Initial Purchaser shall be designated in writing by J.P. Morgan Securities LLC and any such separate firm for the Company and the Guarantors, their directors, officers and any control persons of the Company and the Guarantors shall be designated in writing by the Company. The Indemnifying Person shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, the Indemnifying Person agrees to indemnify each Indemnified Person from and against any loss or liability by reason of such settlement or judgment. Notwithstanding the foregoing sentence, if at any time an Indemnified Person shall have requested that an Indemnifying Person reimburse the Indemnified Person for fees and expenses of counsel as contemplated by this paragraph, the Indemnifying Person shall be liable for any settlement of any proceeding effected without its written consent if (i) such settlement is entered into more than 30 days after receipt by the Indemnifying Person of such

request and (ii) the Indemnifying Person shall not have reimbursed the Indemnified Person in accordance with such request prior to the date of such settlement. No Indemnifying Person shall, without the written consent of the Indemnified Person, effect any settlement of any pending or threatened proceeding in respect of which any Indemnified Person is or could have been a party and indemnification could have been sought hereunder by such Indemnified Person, unless such settlement (x) includes an unconditional release of such Indemnified Person, in form and substance reasonably satisfactory to such Indemnified Person, from all liability on claims that are the subject matter of such proceeding and (y) does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any Indemnified Person.

(d) *Contribution*. If the indemnification provided for in paragraph (a) or (b) above is unavailable to an Indemnified Person or insufficient in respect of any losses, claims, damages or liabilities referred to therein, then each Indemnifying Person under such paragraph, in lieu of indemnifying such Indemnified Person thereunder, shall contribute to the amount paid or payable by such Indemnified Person as a result of such losses, claims, damages or liabilities (i) in such proportion as is appropriate to reflect the relative benefits received by the Company and the Guarantors on the one hand and the Initial Purchasers on the other from the offering of the Securities or (ii) if the allocation provided by clause (i) is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) but also the relative fault of the Company and the Guarantors on the one hand and the Initial Purchasers on the other in connection with the statements or omissions that resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations. The relative benefits received by the Company and the Guarantors on the one hand and the Initial Purchasers on the other shall be deemed to be in the same respective proportions as the net proceeds (before deducting expenses) received by the Company from the sale of the Securities and the total discounts and commissions received by the Initial Purchasers in connection therewith, as provided in this Agreement, bear to the aggregate offering price of the Securities. The relative fault of the Company and the Guarantors on the one hand and the Initial Purchasers on the other shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company or any Guarantor or by the Initial Purchasers and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Additional Guarantors and their respective directors and officers and each person, if any, who controls such Additional Guarantors within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act shall not be entitled to contribution pursuant to this paragraph (d) until such time as such Additional Guarantor becomes entitled to indemnification by the Initial Purchasers under paragraph (b) above.

(e) *Limitation on Liability*. The Company, the Guarantors and the Initial Purchasers agree that it would not be just and equitable if contribution pursuant to this Section 7 were determined by pro rata allocation (even if the Initial Purchasers were treated as one entity for such purpose) or by any other method of allocation that does not take account of the equitable considerations referred to in paragraph (d) above. The amount paid or payable by an Indemnified Person as a result of the losses, claims, damages and liabilities referred to in paragraph (d) above shall be deemed to include, subject to the limitations set forth above, any legal or other expenses incurred by such Indemnified Person in connection with any such action or claim. Notwithstanding the provisions of this Section 7, in no event shall an Initial Purchaser

be required to contribute any amount in excess of the amount by which the total discounts and commissions received by such Initial Purchaser with respect to the offering of the Securities exceeds the amount of any damages that such Initial Purchaser has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Initial Purchasers' obligations to contribute pursuant to this Section 7 are several in proportion to their respective purchase obligations hereunder and not joint.

(f) *Non-Exclusive Remedies*. The remedies provided for in this Section 7 are not exclusive and shall not limit any rights or remedies which may otherwise be available to any Indemnified Person at law or in equity.

8. Effectiveness of Agreement. This Agreement shall become effective upon the execution and delivery hereof by the parties hereto.

9. Termination. This Agreement may be terminated in the absolute discretion of the Representative, by notice to the Company, if after the execution and delivery of this Agreement and on or prior to the Closing Date (i) trading generally shall have been suspended or materially limited on the New York Stock Exchange, the London Stock Exchange or the over-the-counter market; (ii) trading of any securities issued or guaranteed by the Company, the Target or any of the Guarantors shall have been suspended on any exchange or in any over-the-counter market; (iii) a general moratorium on commercial banking activities shall have been declared by federal or New York State authorities; or (iv) there shall have occurred any outbreak or escalation of hostilities or any change in financial markets or any calamity or crisis, either within or outside the United States, that, in the judgment of the Representative, is material and adverse and makes it impracticable or inadvisable to proceed with the offering, sale or delivery of the Securities on the terms and in the manner contemplated by this Agreement, the Time of Sale Information and the Offering Memorandum.

10. Defaulting Initial Purchaser.

(a) If, on the Closing Date, any Initial Purchaser defaults on its obligation to purchase the Securities that it has agreed to purchase hereunder, the non-defaulting Initial Purchasers may in their discretion arrange for the purchase of such Securities by other persons satisfactory to the Company on the terms contained in this Agreement. If, within 36 hours after any such default by any Initial Purchaser, the non-defaulting Initial Purchasers do not arrange for the purchase of such Securities, then the Company shall be entitled to a further period of 36 hours within which to procure other persons satisfactory to the non-defaulting Initial Purchasers to purchase such Securities on such terms. If other persons become obligated or agree to purchase the Securities of a defaulting Initial Purchaser, either the non-defaulting Initial Purchasers or the Company may postpone the Closing Date for up to five full business days in order to effect any changes that in the opinion of counsel for the Company or counsel for the Initial Purchasers may be necessary in the Time of Sale Information, the Offering Memorandum or in any other document or arrangement, and the Company agrees to promptly prepare any amendment or supplement to the Time of Sale Information or the Offering Memorandum that effects any such changes. As used

in this Agreement, the term "Initial Purchaser" includes, for all purposes of this Agreement unless the context otherwise requires, any person not listed in Schedule 1 hereto that, pursuant to this Section 10, purchases Securities that a defaulting Initial Purchaser agreed but failed to purchase.

(b) If, after giving effect to any arrangements for the purchase of the Securities of a defaulting Initial Purchaser or Initial Purchasers by the non-defaulting Initial Purchasers and the Company as provided in paragraph (a) above, the aggregate principal amount of such Securities that remains unpurchased does not exceed one-eleventh of the aggregate principal amount of all the Securities, then the Company shall have the right to require each non-defaulting Initial Purchaser to purchase the principal amount of Securities that such Initial Purchaser agreed to purchase hereunder plus such Initial Purchaser's pro rata share (based on the principal amount of Securities that such Initial Purchaser agreed to purchase hereunder) of the Securities of such defaulting Initial Purchaser or Initial Purchasers for which such arrangements have not been made.

(c) If, after giving effect to any arrangements for the purchase of the Securities of a defaulting Initial Purchaser or Initial Purchasers by the non-defaulting Initial Purchasers and the Company as provided in paragraph (a) above, the aggregate principal amount of such Securities that remains unpurchased exceeds one-eleventh of the aggregate principal amount of all the Securities, or if the Company shall not exercise the right described in paragraph (b) above, then this Agreement shall terminate without liability on the part of the non-defaulting Initial Purchasers. Any termination of this Agreement pursuant to this Section 10 shall be without liability on the part of the Company or the Guarantors, except that the Company and each of the Guarantors will continue to be liable for the payment of expenses as set forth in Section 11(a) hereof and except that the provisions of Section 7 hereof shall not terminate and shall remain in effect.

(d) Nothing contained herein shall relieve a defaulting Initial Purchaser of any liability it may have to the Company, the Guarantors or any non-defaulting Initial Purchaser for damages caused by its default.

11. Payment of Expenses.

(a) Whether or not the transactions contemplated by this Agreement are consummated or this Agreement is terminated, the Company and each of the Guarantors jointly and severally agrees to pay or cause to be paid all costs and expenses incident to the performance of their obligations hereunder and under the Transaction Documents, including without limitation, (i) the costs incident to the authorization, issuance, sale, preparation and delivery of the Securities and any taxes payable in that connection; (ii) the costs incident to the preparation and printing of the Preliminary Offering Memorandum, any other Time of Sale Information, any Issuer Written Communication and the Offering Memorandum (including all exhibits, amendments and supplements thereto) and the distribution thereof; (iii) the costs of reproducing and distributing each of the Transaction Documents; (iv) the fees and expenses of the Company and the Guarantors' counsel and independent accountants; (v) the fees and expenses incurred in connection with the registration or qualification and determination of eligibility for investment of the Securities under the laws of such jurisdictions as the Representative may designate and the

preparation of a Blue Sky Memorandum (including the related fees and expenses of counsel for the Initial Purchasers); (vi) any fees charged by rating agencies for rating the Securities; (vii) the fees and expenses of the Trustee and any paying agent (including related fees and expenses of any counsel to such parties); (viii) all expenses and application fees incurred in connection with the approval of the Securities for book-entry transfer by DTC; (ix) all expenses incurred by the Company in connection with any "road show" presentation to potential investors; (x) all fees and expenses incurred in connection with the Collateral Documents, lien and title searches, title insurance, taxes, fees and other charges for recording Mortgages, filing financing statements and continuations and other actions to perfect, protect and continue the Collateral Agent's lien on the Collateral (including reasonable and documented fees and expenses of counsel for the Initial Purchasers in connection therewith) and the fees and expenses of the Collateral Agent and the Secured Notes Trustee (including reasonable fees and expenses of their professional advisors); and (xi) fees and expenses related to the entry into and performance of the Escrow Agreement and the perfection of collateral in connection therewith, including the reasonable and documented fees and disbursement of counsel for the Initial Purchasers in connection therewith and the reasonable and documented fees and expenses of the Escrow Agent and its counsel in connection therewith.

(b) If (i) this Agreement is terminated pursuant to Section 9, (ii) the Company for any reason fails to tender the Securities for delivery to the Initial Purchasers or (iii) other than a termination of this Agreement pursuant to Section 10(c), the Initial Purchasers decline to purchase the Securities for any reason permitted under this Agreement, the Company and each of the Guarantors jointly and severally agree to reimburse the Initial Purchasers for all out-of-pocket costs and expenses (including the fees and expenses of their counsel) reasonably incurred by the Initial Purchasers in connection with the Transaction Documents and the offering contemplated hereby.

12. Persons Entitled to Benefit of Agreement. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and the officers and directors and any controlling persons referred to herein, and the affiliates of each Initial Purchaser referred to in Section 7 hereof. Nothing in this Agreement is intended or shall be construed to give any other person any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein. No purchaser of Securities from any Initial Purchaser shall be deemed to be a successor merely by reason of such purchase.

13. Survival. The respective indemnities, rights of contribution, representations, warranties and agreements of the Company, the Guarantors and the Initial Purchasers contained in this Agreement or made by or on behalf of the Company, the Guarantors or the Initial Purchasers pursuant to this Agreement or any certificate delivered pursuant hereto shall survive the delivery of and payment for the Securities and shall remain in full force and effect, regardless of any termination of this Agreement or any investigation made by or on behalf of the Company, the Guarantors or the Initial Purchasers.

14. Certain Defined Terms. For purposes of this Agreement, (a) except where otherwise expressly provided, the term "affiliate" has the meaning set forth in Rule 405 under the Securities Act; (b) the term "business day" means any day other than a day on which banks are permitted or required to be closed in New York City; (c) the term "subsidiary" has the meaning

set forth in Rule 405 under the Securities Act (provided that, for the avoidance of doubt, from and after the consummation of the Acquisition, the Target and its subsidiaries shall be deemed to be "subsidiaries" of Holdings); and (d) the term "significant subsidiary" has the meaning set forth in Rule 1-02 of Regulation S-X under the Exchange Act.

15. Miscellaneous.

(a) *Authority of J.P. Morgan Securities LLC*. Any action by the Initial Purchasers hereunder may be taken by J.P. Morgan Securities LLC on behalf of the Initial Purchasers, and any such action taken by J.P. Morgan Securities LLC shall be binding upon the Initial Purchasers.

(b) *Notices*. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if mailed or transmitted and confirmed by any standard form of telecommunication. Notices to the Initial Purchasers shall be given to the Representative c/o J.P. Morgan Securities LLC, 383 Madison Avenue, New York, New York 10179; Attention: Stathis Karanikolaidis. Notices to the Company and the Guarantors shall be given to them at One Dauch Drive, Detroit, Michigan 48211 (fax: 313-758-3937); Attention: General Counsel, with a copy to Allen Overy Shearman Sterling US LLP, 599 Lexington Avenue, New York, New York 10022, Attention: Richard Alsop, Esq. and Jeffrey Pellegrino, Esq.

(c) *Governing Law*. This Agreement and any claim, controversy or dispute arising under or related to this Agreement shall be governed by and construed in accordance with the laws of the State of New York.

(d) *Submission to Jurisdiction*. The Company and the Guarantors hereby submit to the exclusive jurisdiction of the U.S. federal and New York state courts in the Borough of Manhattan in The City of New York in any suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby. The Company and the Guarantors waive any objection which it may now or hereafter have to the laying of venue of any such suit or proceeding in such courts. Each of the Company and the Guarantors agrees that final judgment in any such suit, action or proceeding brought in such court shall be conclusive and binding upon the Company and the Guarantors, as applicable, and may be enforced in any court to the jurisdiction of which Company and the relevant Guarantors, as applicable, is subject by a suit upon such judgment.

(e) *Waiver of Jury Trial*. Each of the parties hereto hereby waives any right to trial by jury in any suit or proceeding arising out of or relating to this Agreement.

(f) *Counterparts*. This Agreement may be signed in counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including any electronic signature covered by the Electronic Signatures in Global and National Commerce Act of 2000, Uniform Electronic Transactions Act, the Electronic Signatures and Records Act or other applicable law (e.g., www.docusign.com)) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be legally valid, effective and enforceable for all purposes.

(g) *Amendments or Waivers*. No amendment or waiver of any provision of this Agreement, nor any consent or approval to any departure therefrom, shall in any event be effective unless the same shall be in writing and signed by the parties hereto.

(h) *Headings*. The headings herein are included for convenience of reference only and are not intended to be part of, or to affect the meaning or interpretation of, this Agreement.

(i) *Patriot Act*. In accordance with the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), the Initial Purchasers are required to obtain, verify and record information that identifies their respective clients, including the Company, which information may include the name and address of their respective clients, as well as other information that will allow the Initial Purchasers to properly identify their respective clients.

(j) *Recognition of the U.S. Special Resolution Regimes*.

(i) In the event that any Initial Purchaser that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Initial Purchaser of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.

(ii) In the event that any Initial Purchaser that is a Covered Entity or a BHC Act Affiliate of such Initial Purchaser becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Initial Purchaser are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

(iii) As used in this Section 15(j):

(A) "BHC Act Affiliate" has the meaning assigned to the term "affiliate" in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k).

(B) "Covered Entity" means any of the following:

(1) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);

(2) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or

(3) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

(C) "Default Right" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

(D) "U.S. Special Resolution Regime" means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

If the foregoing is in accordance with your understanding, please indicate your acceptance of this Agreement by signing in the space provided below.

Very truly yours,

AMERICAN AXLE &
MANUFACTURING, INC.

By: [redacted]

Title: Vice President & Treasurer

AMERICAN AXLE &
MANUFACTURING HOLDINGS, INC.

By: [redacted]

Title: Executive Vice President & Chief Financial Officer

EACH OF THE SUBSIDIARIES LISTED ON SCHEDULE 2 HERETO

By: [redacted]

Title: Vice President & Treasurer

Accepted and agreed to as
of the date first written above

J.P. MORGAN SECURITIES LLC

For itself and on behalf of the
several Initial Purchasers listed
in Schedule 1 hereto.

By: 

[Signature Page to Purchase Agreement]

Schedule 1

Initial Purchaser	Principal Amount of Secured Notes	Principal Amount of Unsecured Notes
J.P. Morgan Securities LLC	$ 177,562,000	$ 250,000,000
BofA Securities, Inc.	$ 89,250,000	$ 131,250,000
Citigroup Global Markets Inc.	$ 89,250,000	$ 131,250,000
BMO Capital Markets Corp.	$ 85,000,000	$ 125,000,000
BNP Paribas Securities Corp.	$ 68,000,000	$ 100,000,000
Mizuho Securities USA LLC	$ 68,000,000	$ 100,000,000
PNC Capital Markets LLC	$ 59,500,000	$ 87,500,000
U.S. Bancorp Investments, Inc.	$ 59,500,000	$ 87,500,000
Huntington Securities, Inc.	$ 34,000,000	$ 50,000,000
Truist Securities, Inc.	$ 26,438,000	$ 50,000,000
Citizens JMP Securities, LLC	$ 25,500,000	$ 37,500,000
Fifth Third Securities, Inc.	$ 25,500,000	$ 37,500,000
HSBC Securities (USA) Inc.	$ 21,250,000	$ 31,250,000
KeyBanc Capital Markets Inc.	$ 21,250,000	$ 31,250,000
Total	$ 850,000,000	$1,250,000,000

Schedule 2

Initial Subsidiary Guarantors

AAM Casting Corp.
AAM International Holdings, Inc.
AAM North America, Inc.
AAM Mexico Holdings, LLC
AAM Powder Metal Components, Inc.
AccuGear, Inc.
ASP Grede Intermediate Holdings LLC
ASP HHI Holdings, Inc.
Auburn Hills Manufacturing, Inc.
Colfor Manufacturing, Inc.
HHI FormTech, LLC
Impact Forge Group, LLC
Jernberg Industries, LLC
MD Investors Corporation
Metaldyne M&A Bluffton, LLC
Metaldyne Performance Group, Inc.
Metaldyne Powertrain Components, Inc.
Metaldyne Sintered Ridgway, LLC
Metaldyne SinterForged Products, LLC
MSP Industries Corporation
Oxford Forge, Inc.
Punchcraft Machining and Tooling, LLC
Tekfor, Inc.

ANNEX A

Additional Time of Sale Information

1. Term sheet containing the terms of the Securities, substantially in the form of Annex B.

American Axle & Manufacturing, Inc.

Pricing Term Sheet

$850,000,000 6.375% Senior Secured Notes due 2032 ("Secured Notes")
$1,250,000,000 7.750% Senior Notes due 2033 ("Unsecured Notes")

Issuer:	American Axle & Manufacturing, Inc.
Guaranteed by:	American Axle & Manufacturing Holdings, Inc. and certain current and future subsidiaries
Distribution:	144A/Regulation S for life (no registration rights)
Face Amount:	Secured Notes: $850,000,000, which represents an increase from the $843,000,000 aggregate principal amount reflected in the Preliminary Offering Memorandum. Unsecured Notes: $1,250,000,000, which represents an increase from the $600,000,000 aggregate principal amount reflected in the Preliminary Offering Memorandum, $500,000,000 of which increase was contemplated in the Preliminary Offering Memorandum, and an additional increase of $150,000,000.
Gross Proceeds:	$2,100,000,000
Use of Proceeds:	The Issuer intends to use the net proceeds from this offering, together with borrowings under the Credit Agreement and cash on hand, (i) to pay the cash consideration payable in connection with the Combination and related fees and expenses, (ii) to repay in full all outstanding borrowings under the Dowlais Credit Facilities and to pay related fees, expenses and premiums, after which the Dowlais Credit Facilities will be terminated, (iii) to fund the Dowlais Notes Change of Control Offer for outstanding Dowlais Notes, (iv) to fund the redemption of all of the Issuer's 6.50% Notes due 2027, of which $500,000,000 aggregate principal amount was outstanding as of the date hereof, and the partial redemption of $150,000,000 principal amount of the Issuer's 6.875% Senior Notes due 2028, of which $400,000,000 aggregate principal amount was outstanding as of the date hereof, and, in each case, to pay accrued and unpaid interest with respect to such notes and (v) the remainder, if any, for general corporate purposes.
Maturity:	Secured Notes: October 15, 2032 Unsecured Notes: October 15, 2033
Coupon:	Secured Notes: 6.375% Unsecured Notes: 7.750%
Price:	Secured Notes: 100.000% of face amount, plus accrued interest, if any, from October 3, 2025

	Unsecured Notes: 100.000% of face amount, plus accrued interest, if any, from October 3, 2025
Yield to Maturity:	Secured Notes: 6.375% Unsecured Notes: 7.750%
Spread to Treasury:	Secured Notes: +249 bps Unsecured Notes: +379 bps
Benchmark Treasury:	Secured Notes: UST 3.875% due August 31, 2032 Unsecured Notes: UST 3.875% due August 15, 2033
Interest Payment Dates:	April 15 and October 15, commencing April 15, 2026
Record Dates:	April 1 and October 1
Equity Clawback:	Secured Notes: Prior to October 15, 2028, up to 40% of aggregate principal at 106.375% Unsecured Notes: Prior to October 15, 2028, up to 40% of aggregate principal at 107.750% (excluding aggregate principal redeemed in a special mandatory redemption, if applicable)
Optional Redemption:	Secured Notes: Make-whole call @ T+50 bps prior to October 15, 2028, plus accrued and unpaid interest to but excluding the redemption date, then: On or after: — Price: October 15, 2028 — 103.188% October 15, 2029 — 101.594% October 15, 2030 and thereafter — 100.000% Unsecured Notes: Make-whole call @ T+50 bps prior to October 15, 2028, plus accrued and unpaid interest to but excluding the redemption date, then: On or after: — Price: October 15, 2028 — 103.875% October 15, 2029 — 101.938% October 15, 2030 and thereafter — 100.000%
Change of Control:	Put @ 101% of principal plus accrued and unpaid interest to but excluding the repurchase date
Escrow:	As described in the Preliminary Offering Memorandum, if the issuance of the notes occurs prior to the Scheme Effective Date, the Issuer will deposit into segregated escrow accounts for each of the Secured Notes and the Unsecured Notes an amount of cash equal to (1) in the case of the escrow account for the Secured Notes, the gross proceeds from the sale of such Secured Notes in this offering, together with additional amounts on the issue date and from time to time to prefund interest on the Secured Notes

	and (2) in the case of the escrow account for the Unsecured Notes, the gross proceeds from $600,000,000 aggregate principal amount of Unsecured Notes, together with additional amounts on the issue date and from time to time to prefund interest on $600,000,000 aggregate principal amount of Unsecured Notes. Prior to the release of the proceeds from escrow, the escrow accounts and the funds therein will be pledged on a first-priority basis as collateral for the benefit of holders of the applicable series of notes. If the Escrow Conditions are not satisfied on or prior to the Special Termination Date, all of the Secured Notes and $600,000,000 aggregate principal amount of the Unsecured Notes will be subject to a special mandatory redemption. The escrow provisions described in the Preliminary Offering Memorandum will apply to the upsized aggregate principal amount of the Secured Notes. Notwithstanding the upsize of the Unsecured Notes, the escrow provisions described in the Preliminary Offering Memorandum will only apply to $600,000,000 aggregate principal amount of Unsecured Notes.
Special Mandatory Redemption:	Under certain circumstances described in the Preliminary Offering Memorandum, the Issuer will be required to redeem all of the Secured Notes and $600,000,000 aggregate principal amount of the Unsecured Notes, in each case @ 100% of the initial issue price of such notes plus accrued and unpaid interest to but excluding the redemption date. Notwithstanding the upsize of the Unsecured Notes, the special mandatory redemption provisions described in the Preliminary Offering Memorandum will only apply to $600,000,000 aggregate principal amount of Unsecured Notes.
Joint Book-running Managers:	J.P. Morgan Securities LLC BofA Securities, Inc. Citigroup Global Markets Inc. BMO Capital Markets Corp. BNP Paribas Securities Corp. Mizuho Securities USA LLC PNC Capital Markets LLC U.S. Bancorp Investments, Inc. Truist Securities, Inc.
Co-managers:	Huntington Securities, Inc. Citizens JMP Securities, LLC Fifth Third Securities, Inc. HSBC Securities (USA) Inc. KeyBanc Capital Markets Inc.
Trade Date:	September 19, 2025
Settlement Date:[(1)]	October 3, 2025 (T+10)

Ratings (S&P / Moody's / Fitch):	Secured Notes: BB / Ba2 / BB+ Unsecured Notes: B+ / B3 / BB-
CUSIP/ISIN:	Secured Notes: 144A CUSIP/ISIN: 02406PB CS3 / US02406PBC32 REG S CUSIP/ISIN: U02436 AF7 / USU02436AF71 Unsecured Notes: 144A CUSIP/ISIN: 02406P BD1 / US02406PBD15 REG S CUSIP/ISIN: U02436 AG5 / USU02436AG54
Other Changes to the Preliminary Offering Memorandum:	The Issuer has elected to increase the aggregate principal amount of the Secured Notes from $843,000,000 to $850,000,000 (the "Secured Notes Upsize"), and it has elected to increase the aggregate principal amount of the Unsecured Notes from $600,000,000 to $1,250,000,000 (the "Unsecured Notes Upsize"), which reflects an increase of $650,000,000, $500,000,000 of which increase was contemplated in the Preliminary Offering Memorandum. The proceeds from such additional $650,000,000 aggregate principal amount of Unsecured Notes will not be deposited into an escrow account and will be used to redeem all of the Issuer's 6.50% Notes due 2027 and partially redeem $150,000,000 principal amount of the Issuer's 6.875% Senior Notes due 2028. In connection with the Secured Notes Upsize and the Unsecured Notes Upsize, (i) all references in the Preliminary Offering Memorandum related to the aggregate principal amount of the Secured Notes are amended from $843,000,000 to $850,000,000; (ii) the information in the Preliminary Offering Memorandum relating to the offering size of the Secured Notes (including, but not limited to, the information in the sections entitled "Summary," "The Offering," "Risk Factors," "Use of Proceeds," "Capitalization," Description of Secured Notes," "Description of Unsecured Notes," and "Plan of Distribution") is deemed to have changed to the extent affected by the Secured Notes Upsize, (iii) all references in the Preliminary Offering Memorandum related to the aggregate principal amount of the Unsecured Notes are amended from $600,000,000 to $1,250,000,000; and (iv) the information in the Preliminary Offering Memorandum relating to the offering size of the Unsecured Notes (including, but not limited to, the information in the sections entitled "Summary," "The Offering," "Risk Factors," "Use of Proceeds," "Capitalization," Description of Secured Notes," "Description of Unsecured Notes," and "Plan of Distribution") is deemed to have changed to the extent affected by the Unsecured Notes Upsize. The Issuer has elected to decrease the aggregate principal amount of the incremental Tranche C Term Facility under the Credit Agreement from $843,000,000 to $835,000,000, which reflects a decrease of $8,000,000.

(1) We expect that delivery of the notes will be made to investors on or about October 3, 2025, which will be the tenth business day following the date of the offering memorandum (such settlement being referred to as "T+10"). Under Rule 15c6-1 under the Securities Exchange Act of 1934, trades in the secondary market are required to settle in one business day, unless the parties to any such trade expressly agree otherwise. Accordingly, purchasers who wish to trade notes on any date prior to one business day before delivery will be required, by virtue of the fact that the notes initially settle in T+10, to specify an alternate settlement arrangement at the time of any such trade to prevent a failed settlement. Purchasers of the notes who wish to trade the notes prior to their date of delivery hereunder should consult their advisors.

This material is confidential and is for your information only and is not intended to be used by anyone other than you. This information does not purport to be a complete description of the notes or the offering. The information in this term sheet supplements the preliminary offering memorandum dated September 15, 2025 (the "Preliminary Offering Memorandum") and supersedes the information contained in the Preliminary Offering Memorandum to the extent it is inconsistent therewith. This term sheet is otherwise qualified in its entirety by reference to the Preliminary Offering Memorandum. Capitalized terms used but not defined herein have the meaning ascribed to them in the Preliminary Offering Memorandum.

The notes have not been registered under the Securities Act of 1933, as amended (the "Securities Act") and are being offered only (1) to persons reasonably believed to be "qualified institutional buyers" as defined in Rule 144A under the Securities Act and (2) outside the United States to non-U.S. persons in compliance with Regulation S under the Securities Act.

This communication does not constitute an offer to sell or the solicitation of an offer to buy any securities in any jurisdiction to any person to whom it is unlawful to make such offer or solicitation in such jurisdiction.

ANNEX C

Restrictions on Offers and Sales Outside the United States

In connection with offers and sales of Securities outside the United States:

(a) Each Initial Purchaser acknowledges that the Securities have not been registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except pursuant to an exemption from, or in transactions not subject to, the registration requirements of the Securities Act.

(b) Each Initial Purchaser, severally and not jointly, represents, warrants and agrees that:

(i) Such Initial Purchaser has offered and sold the Securities, and will offer and sell the Securities, (A) as part of their distribution at any time and (B) otherwise until 40 days after the later of the commencement of the offering of the Securities and the Closing Date, only in accordance with Regulation S under the Securities Act ("Regulation S") or Rule 144A or any other available exemption from registration under the Securities Act.

(ii) None of such Initial Purchaser or any of its affiliates or any other person acting on its or their behalf has engaged or will engage in any directed selling efforts with respect to the Securities, and all such persons have complied and will comply with the offering restrictions requirement of Regulation S.

(iii) At or prior to the confirmation of sale of any Securities sold in reliance on Regulation S, such Initial Purchaser will have sent to each distributor, dealer or other person receiving a selling concession, fee or other remuneration that purchases Securities from it during the distribution compliance period a confirmation or notice to substantially the following effect:

> The Securities covered hereby have not been registered under the U.S. Securities Act of 1933, as amended (the "Securities Act"), and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons (i) as part of their distribution at any time or (ii) otherwise until 40 days after the later of the commencement of the offering of the Securities and the date of original issuance of the Securities, except in accordance with Regulation S or Rule 144A or any other available exemption from registration under the Securities Act. Terms used above have the meanings given to them by Regulation S.

(iv) Such Initial Purchaser has not and will not enter into any contractual arrangement with any distributor with respect to the distribution of the Securities, except with its affiliates or with the prior written consent of the Company.

Terms used in paragraph (a) and this paragraph (b) and not otherwise defined in this Agreement have the meanings given to them by Regulation S.

Annex D

Addressees of Comfort Letter to be Delivered by Deloitte LLP

J.P. Morgan Markets Limited
25 Bank Street
Canary Wharf
London E14 5JP
United Kingdom

J.P. Morgan Dublin plc
200 Capital Dock
79 Sir John Rogerson's Quay
Dublin 2
Ireland

Merrill Lynch International
2 King Edward Street
London EC1A 1HQ
United Kingdom

Citigroup Global Markets Limited
Citigroup Centre
Canada Square
London E14 5LB
United Kingdom

Bank of Montreal, London Branch
Sixth Floor, 100 Liverpool Street
London EC2M 2AT
United Kingdom

BNP PARIBAS
16, boulevard des Italiens
75009 Paris
France

Mizuho International plc
30 Old Bailey
London EC4M 7AU
United Kingdom

PNC Capital Markets LLC
300 Fifth Avenue
10th Floor
Pittsburgh, PA 15222
United States of America

U.S. Bancorp Investments, Inc.
60 Livingston Ave
Saint Paul, MN 55107
United States of America

Huntington Securities, Inc.
41 S. High Street
Columbus, OH 43215
United States of America

Truist Securities, Inc.
740 Battery Ave SE
Atlanta, GA 30339
United States of America

Citizens JMP Securities, LLC
101 California Street, Suite 1700
San Francisco, CA 94111
United States of America

Fifth Third Securities, Inc.
38 Fountain Square Plaza
Cincinnati, OH 45263
United States of America

HSBC Securities (USA) Inc.
66 Hudson Blvd E
New York, New York 10001

KeyBanc Capital Markets Inc.
127 Public Square
Cleveland, OH 44114
United States of America

Exhibit A

Form of Joinder Agreement

[●], 2025

Pursuant to Section (4)(p) of the purchase agreement, dated September 19, 2025 (the "Purchase Agreement"), by and among American Axle & Manufacturing, Inc., a Delaware corporation (the "Company"), American Axle & Manufacturing Holdings, Inc., a Delaware corporation ("Holdings"), the subsidiaries of Holdings listed on Schedule 2 thereto and J.P. Morgan Securities LLC, as the representative of the Initial Purchasers (the "Representative"), such section being an inducement to the Representative to execute the Purchase Agreement, each of the undersigned (the "Additional Guarantors") hereby acknowledges and agrees, for the benefit of the Initial Purchasers, (i) that it has received and reviewed a copy of the Purchase Agreement and all other documents it deems fit in order to enter into this joinder agreement (this "Joinder Agreement"); (ii) it hereby joins and becomes a party to the Purchase Agreement as a Guarantor as indicated by its signature below; (iii) to be bound by all covenants, agreements, representations, warranties, acknowledgements and indemnification obligations applicable to it in the Purchase Agreement, as of the date thereof, as if made by it on the date thereof; and (iv) to perform all obligations and duties required of it pursuant to the Purchase Agreement.

Each of the undersigned Additional Guarantors hereby represents and warrants to the Initial Purchasers that (i) it has all the requisite corporate or similar power and authority to execute, deliver and perform its obligations under this Joinder Agreement; (ii) that this Joinder Agreement has been duly and validly authorized by it; and (iii) that this Joinder Agreement constitutes a valid and legally binding agreement enforceable against it in accordance its terms, subject to the Enforceability Exceptions (as defined in the Purchase Agreement).

This Joinder Agreement and any claim, controversy or dispute arising under or related to this Agreement shall be governed by and construed in accordance with the laws of the State of New York.

This Joinder Agreement may be signed in counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including any electronic signature covered by the Electronic Signatures in Global and National Commerce Act of 2000, Uniform Electronic Transactions Act, the Electronic Signatures and Records Act or other applicable law (e.g., www.docusign.com)) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be legally valid, effective and enforceable for all purposes.

[*Remainder of page intentionally left blank*]

[●]

By: _____
Name:
Title:

[●]

By: _____
Name:
Title:

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By: _____
Name:
Title:

[●]

By: _____
Name:
Title: