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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549**

**FORM 8-K  
CURRENT REPORT  
PURSUANT TO SECTION 13 OR 15(d) OF THE  
SECURITIES EXCHANGE ACT OF 1934**

Date of report (Date of earliest event reported): December 14, 2018

**TOWER INTERNATIONAL, INC.**  
(Exact Name of Registrant as Specified in its Charter)

**Delaware**  
(State or Other  
Jurisdiction of  
Incorporation)

**001-34903**  
(Commission  
File Number)

**27-3679414**  
(IRS Employer  
Identification No.)

17672 Laurel Park Drive North, Suite 400E, Livonia, Michigan  
(Address of principal executive offices)

48152  
(Zip Code)

Registrant's telephone number, including area code: (248) 675-6000

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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## **Item 1.01 Entry into a Material Agreement**

### *Consent and Amendment to Fourth Amended and Restated Revolving Credit and Guaranty Agreement*

On December 14, 2018, Tower International, Inc. (the “Company”) entered into a Consent and Amendment (the “Revolver Amendment”) in respect of the Fourth Amended and Restated Revolving Credit and Guaranty Agreement, dated as of March 7, 2017 (the “Amended Revolving Credit Agreement”), by and among Tower Automotive Holdings USA, LLC (the “Borrower”), the Company, Tower Automotive Holdings I, LLC (“Holdco”), Tower Automotive Holdings II(a), LLC (“Foreign Holdco”), the subsidiary guarantors named therein (the “Revolver Guarantors”), the financial institutions from time to time party thereto, as Lenders, and JPMorgan Chase Bank, N.A., as an Issuing Lender, as a Swing Line Lender and as Administrative Agent (in such capacity, the “Revolver Agent”) for the Lenders.

Pursuant to the Revolver Amendment, the Consenting Lenders (as defined in the Revolver Amendment) consented to (i) the sale or other disposition by an indirect subsidiary of the Company of all or substantially all of the Equity Interests (as defined in the Amended Revolving Credit Agreement) of Tower Automotive Holdings Europe B.V. to Financière SNOF Dunois S.A. (such disposition, the “Tower Europe Disposition”) and (ii) the sale or transfer by the Borrower and one or more of its Affiliates (as defined in the Revolver Amendment) of certain intercompany loans (the “Intercompany Note Sale”) in connection with the Tower Europe Disposition.

In addition, the Revolver Amendment, among other things, (i) extends the expiration date for the Amended Revolving Credit Agreement to March 7, 2023, (ii) permits, so long as no Default (as defined in the Amended Revolving Credit Agreement) shall have occurred and be continuing or would result therefrom, Holdco to make Restricted Payments (as defined in the Amended Revolving Credit Agreement) to the Company in an amount not to exceed \$80,000,000, which amounts shall be used by the Company to repurchase its Equity Interests (as defined in the Amended Revolving Credit Agreement), and (iii) increases the amount of cash that can be deducted from total Indebtedness (as defined in the Amended Revolving Credit Agreement) in order to calculate Total Net Debt (as defined in the Amended Revolving Credit Agreement) from \$125,000,000 to \$300,000,000.

The Revolver Amendment shall become effective upon, among other things, the delivery of customary closing deliverables and consummation of the Tower Europe Disposition and the Intercompany Note Sale. Except as expressly modified by the Revolver Amendment, the Amended Revolving Credit Agreement remains in full force and effect.

The description of the Revolver Amendment is qualified in its entirety by reference to the full text of the Revolver Amendment, which is attached hereto as Exhibit 10.1 to this Current Report on Form 8-K and incorporated by reference herein.

*Consent and Amendment to Term Loan and Guaranty Agreement*

On December 14, 2018, the Company entered into a Consent and Amendment (the “Term Loan Amendment”) in respect of the Term Loan and Guaranty Agreement, dated as of April 23, 2013 (as amended pursuant to a First Refinancing Term Loan Amendment, dated as of July 29, 2013, a Second Refinancing Term Loan Amendment, an Additional Term Loan Amendment dated as of January 31, 2014 and a Third Refinancing Term Loan Amendment, dated as of March 7, 2017, the “Term Loan Agreement”) by and among the Borrower, the Company, Holdco, Foreign Holdco and certain other domestic subsidiaries of the Company as guarantors, each of the financial institutions from time to time party thereto as Lenders, and Citibank, N.A., as administrative agent (in such capacity, the “Term Loan Agent”) for the Lenders, pursuant to which, among other things, the Lenders disbursed term loans to Borrower in the aggregate amount of \$361.5 million. As of December 14, 2018, term loans in the aggregate principal amount of approximately \$305.2 million were outstanding (the “Outstanding Term Loans”) under the Term Loan Agreement.

Pursuant to the Term Loan Amendment, the Lenders party thereto (which constitute the Required Lenders (as defined in the Term Loan Agreement)) consented to (i) the Tower Europe Disposition and (ii) Intercompany Note Sale in connection with the Tower Europe Disposition.

In addition, the Term Loan Amendment, among other things, (i) provides that substantially simultaneously with the consummation of the Tower Europe Disposition, the Borrower shall prepay outstanding Loans (as defined in the Term Loan Agreement) in an aggregate principal amount of \$50,000,000 in accordance with Section 2.12(a) of the Term Loan Agreement and the prepayment of such Loans shall be applied to each outstanding Class (as defined in the Term Loan Agreement) of Loans in accordance with Section 2.12(b) of the Term Loan Agreement; provided that, notwithstanding the terms of the Term Loan Agreement (including Section 2.11 thereof), the only prepayment of Loans the Borrower shall be required to make in connection with the Tower Europe Disposition shall be the prepayment as described above and the remaining proceeds of the Tower Europe Disposition may be retained by the Borrower and shall not be subject to the requirements of Section 2.11 of the Term Loan Agreement, (ii) permits, so long as no Default (as defined in the Term Loan Agreement) shall have occurred and be continuing or would result therefrom, Holdco to make Restricted Payments (as defined in the Term Loan Agreement) to the Company in an amount not to exceed \$80,000,000, which amounts shall be used by the Company to repurchase its Equity Interests (as defined in the Term Loan Agreement), and (iii) increases the amount of cash that can be deducted from total Indebtedness (as defined in the Term Loan Agreement) in order to calculate Total Net Debt (as defined in the Term Loan Agreement) from \$125,000,000 to \$300,000,000.

The Term Loan Amendment shall become effective upon, among other things, the delivery of customary closing deliverables and consummation of the Tower Europe Disposition and the Intercompany Note Sale. Except as expressly modified by the Term Loan Amendment, the Term Loan Agreement remains in full force and effect.

The description of the Term Loan Amendment is qualified in its entirety by reference to the full text of the Term Loan Amendment, which is attached hereto as Exhibit 10.2 to this Current Report on Form 8-K and incorporated by reference herein.

**Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant**

The information set forth in Item 1.01 of this Current Report on Form 8-K is incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits**

(d) Exhibits

**Exhibit  
No.**

- [10.1](#) [Consent and Amendment, dated as of December 14, 2018, among Tower Automotive Holdings USA, LLC, Tower International, Inc., Tower Automotive Holdings I, LLC, Tower Automotive Holdings II\(a\), LLC, the Subsidiary Guarantors, the financial institutions party thereto, as Lenders, and JPMorgan Chase Bank, N.A., as Issuing Lender, as Swing Line Lender and as administrative agent for the Lenders](#)
- [10.2](#) [Consent and Amendment, dated as of December 14, 2018, among Tower Automotive Holdings USA, LLC, Tower International, Inc., Tower Automotive Holdings I, LLC, Tower Automotive Holdings II\(a\), LLC, and the other Guarantors party thereto, the Lenders party thereto and Citibank N.A., as administrative agent](#)

**SIGNATURE**

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

TOWER INTERNATIONAL, INC.

By: /s/James C. Gouin

Name: James C. Gouin

Title: Chief Executive Officer

Dated: December 19, 2018

**EXHIBIT INDEX**

**Exhibit  
No.**

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## CONSENT AND AMENDMENT

CONSENT AND AMENDMENT, dated as of December 14, 2018 (this “**Consent and Amendment**”), in respect of the Fourth Amended and Restated Revolving Credit and Guaranty Agreement, dated as of March 7, 2017, among Tower Automotive Holdings USA, LLC (the “**Borrower**”), Tower International, Inc. (“**Holdings**”), Tower Automotive Holdings I, LLC (“**Holdco**”), Tower Automotive Holdings II(a), LLC (“**Foreign Holdco**”), and the other Guarantors party thereto, the Lenders party thereto and JPMorgan Chase Bank, N.A., as Issuing Lender, Swing Line Lender and administrative agent (the “**Agent**”) (as in effect immediately prior to giving effect to this Consent and Amendment, the “**Loan Agreement**”, and as amended by this Consent and Amendment, the “**Amended Loan Agreement**”).

WHEREAS, the Borrower has notified the Agent and the Lenders that an indirect Subsidiary of Holdco may sell or otherwise dispose of all or substantially all of the Equity Interests of Tower Automotive Holdings Europe B.V. to Financière SNOP Dunois S.A. (such disposition, the “**Tower Europe Disposition**”);

WHEREAS, in connection with the consummation of the Tower Europe Disposition, the Borrower has requested certain amendments to the Loan Agreement (the “**Amendments**”) including the extension of the Maturity Date to March 7, 2023;

WHEREAS, the Consenting Lenders (as defined below) party hereto (which constitute the Super-majority Lenders) have agreed to consent to the Tower Europe Disposition and to the Amendments;

WHEREAS, JPMorgan Chase Bank, N.A. (or its affiliate, J.P. Morgan Securities LLC) (“**JPMorgan**”) has agreed to act in the roles and pursuant to the titles set forth in that certain engagement letter, dated November 28, 2018 (the “**JPMorgan Engagement Letter**”), among the Borrower, Holdings and JPMorgan, in respect of this Consent and Amendment;

NOW, THEREFORE, the parties hereto agree as follows:

SECTION 1. *Defined Terms; References.* Unless otherwise specifically defined herein, each term used herein which is defined in the Loan Agreement has the meaning assigned to such term in the Amended Loan Agreement. The rules of construction and other interpretive provisions specified in Section 1.02 of the Amended Loan Agreement shall apply to this Consent and Amendment, including terms defined in the preamble and recitals hereto.

SECTION 2. *Consent.* Subject to the satisfaction of the conditions set forth in Section 6 below and in the proviso to this sentence, and in reliance on the representations and warranties contained in Section 5 below, the Lenders party hereto (i) hereby consent to the Tower Europe Disposition and agree that the consummation of the Tower Europe Disposition shall be permitted under the Loan Agreement, notwithstanding anything to the contrary therein or in any other Loan Document; (ii) hereby agree that no Default or Event of Default shall arise solely as a result of the consummation thereof; and (iii) hereby consent to the sale or transfer by the Borrower and one or more of its Affiliates of certain intercompany loans (the “**Intercompany Note Sale**”) and agree that the consummation of such Intercompany Note Sale by the Borrower and its Affiliates shall be permitted under the Loan Agreement, notwithstanding anything to the contrary therein or in any other Loan Document.

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SECTION 3. *Extension of Maturity Date.*

(a) Each Lender that is party to this Amendment (each, an “**Consenting Lender**”), agrees that on the Consent and Amendment Effective Date, the maturity date of its applicable Revolving Credit Commitments (including all the Assigned Commitments (as defined below)) and any Revolving Credit Loans held by it hereof shall be extended to March 7, 2023.

(b) In accordance with the provisions of Section 10.09(b) of the Credit Agreement, the Revolving Credit Commitment (each, an “**Assigned Commitment**”) of any existing Lender that is not an Consenting Lender (each, a “**Declining Lender**”) shall be terminated and thereafter a Revolving Credit Commitment in the same amount shall be provided by one or more Consenting Lenders in such amounts so as to cause the Total Revolving Credit Commitments to be held as set forth on Annex I hereto.

(c) On the Consent and Amendment Effective Date, all outstanding Revolving Credit Loans of each Declining Lender shall be repaid together with accrued interest and any other amounts due and payable pursuant to Sections 2.16, 2.21 and 2.22 of the Credit Agreement.

(d) On the Consent and Amendment Effective Date, the participation obligations of the existing Lenders in the outstanding L/C Exposure and Swing Line Exposure shall be reallocated among the Consenting Lenders pro rata in accordance with their respective Revolving Credit Commitments set forth in Annex I hereto.

SECTION 4 *Amendments.* Subject to the satisfaction of the conditions set forth in Section 6 below and in the proviso to Section 2, the Loan Agreement (and the schedules thereto) shall be amended as follows:

(a) by adding the following definitions in Section 1.01 in alphabetical order:

“**Consent and Amendment**” shall mean that certain Consent and Amendment, dated as of December 14, 2018, among the Borrower, Holdings, Holdco, Foreign Holdco, the other Guarantors party thereto, the Lenders party thereto and the Agent.

“**Consent and Amendment Effective Date**” shall have the meaning provided in the Consent and Amendment.

“**Dividing Person**” has the meaning assigned to it in the definition of “Division”.

“**Division**” means the division of the assets, liabilities and/or obligations of a Person (the “Dividing Person”) among two or more Persons (whether pursuant to a “plan of division” or similar arrangement), which may or may not include the Dividing Person and pursuant to which the Dividing Person may or may not survive.

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“**Division Successor**” means any Person that, upon the consummation of a Division of a Dividing Person, holds all or any portion of the assets, liabilities and/or obligations previously held by such Dividing Person immediately prior to the consummation of such Division. A Dividing Person which retains any of its assets, liabilities and/or obligations after a Division shall be deemed a Division Successor upon the occurrence of such Division.

“**LLC**” means any Person that is a limited liability company under the laws of its jurisdiction of formation.

“**Mortgaged Property**” means, collectively, the Initial Mortgaged Property and any New Mortgaged Property (in each case, as amended, released, restated, supplemented or otherwise modified from time to time).;

(b) by amending and restating the definition of “Maturity Date” in Section 1.01 of the Credit Agreement as follows:

“**Maturity Date**” shall mean March 7, 2023.;

(c) by amending and restating the definition of “Total Net Debt” in Section 1.01 of the Credit Agreement as follows:

“**Total Net Debt**” shall mean, at any time, the sum of (a) the aggregate amount of Indebtedness that would be reflected on a consolidated balance sheet of the Holdco Group prepared in accordance with GAAP at such time (other than any Indebtedness of the type described in clause (vi) of the definition of “Indebtedness”) minus (b) the lesser of (i) the aggregate amount of Unrestricted Cash that would be reflected on a consolidated balance sheet of the Holdco Group prepared in accordance with GAAP at such time and (ii) \$300,000,000.;

(d) by amending Section 3.05 by deleting the reference therein to “the ARCA Effective Date” and replacing it with “the Consent and Amendment Effective Date”;

(e) by amending Section 3.15(a) by deleting the reference therein to “the ARCA Effective Date” and replacing it with “the Consent and Amendment Effective Date”;

(f) by amending and restating Section 5.13(a) as follows:

“(a) Subject to applicable law, Holdco shall cause each of its Domestic Subsidiaries formed or acquired after the ARCA Effective Date and each Division Successor pursuant to a Division of a Loan Party to become a Loan Party by executing the Joinder Agreement set forth as Exhibit I (the “**Joinder Agreement**”). Upon execution and delivery thereof, each such Person shall (i) automatically become a Subsidiary Guarantor hereunder and thereupon shall have all of the rights, benefits, duties, and obligations in such capacity under the Loan Documents and (ii) execute supplements to the Security Documents pursuant to which it will grant Liens to the Agent, for the benefit of the Agent and the Lenders, in any and all property of such Subsidiary Guarantor to the extent provided for in the Security Documents, including a Mortgage on the interest of such Subsidiary Guarantor in each real property located in the United States owned or leased by it (subject to Sections 5.13(d) and 5.13(e)).”;

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(g) by amending and restating Section 6.01(a) as follows:

“(a) Liens on any property or any assets of any Group Member existing on the Consent and Amendment Effective Date as reflected on Schedule 6.01; *provided* that (i) such Lien shall not apply to any other property or asset of such Group Member (other than after acquired property affixed thereto or incorporated therein and proceeds or products thereof) and (ii) such Lien shall secure only those obligations which it secures on the date hereof and Permitted Refinancing Indebtedness with respect thereto.”;

(h) by amending and restating Section 6.02(a) as follows:

“(a) No Group Member will merge into or consolidate with any other Person, or permit any other Person to merge into or consolidate with it, consummate a Division as the Dividing Person, or liquidate or dissolve, except that, if at the time thereof and immediately after giving effect thereto no Default shall have occurred and be continuing (i) any Person may merge into Holdco in a transaction in which Holdco is the surviving corporation; (ii) any Group Member (other than Holdco) may merge into any other Group Member in a transaction in which the surviving entity is a Group Member (*provided* that if any party to any such transaction is (A) a Loan Party, the surviving entity of such transaction shall be a Loan Party, (B) a Domestic Subsidiary, the surviving entity of such transaction shall be a Domestic Subsidiary and (C) the Borrower, the surviving entity of such transaction shall be the Borrower); (iii) any Group Member that is an LLC (other than the Borrower) may consummate a Division as the Dividing Person if, immediately upon the consummation of the Division, the assets of the applicable Dividing Person are held by one or more Subsidiaries at such time, or, with respect to assets not so held by one or more Subsidiaries, such Division, in the aggregate, would otherwise result in a Disposition permitted by Section 6.06(l), (iv) any Subsidiary (other than the Borrower) may liquidate or dissolve if Holdco determines in good faith that such liquidation or dissolution is in the best interests of the Holdco Group and is not materially disadvantageous to the Lenders; and (v) any Permitted Acquisition or disposition permitted by Section 6.06 may be effected by way of a merger or consolidation of a Subsidiary provided that, notwithstanding anything to the contrary in this Agreement, any Subsidiary which is a Division Successor resulting from a Division of assets of a Subsidiary (other than a Non-Material Subsidiary) may not be deemed to be a Non-Material Subsidiary at the time of or in connection with the applicable Division.”;

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(i) by amending and restating Section 6.03(a) as follows:

“(a) Indebtedness existing on the Consent and Amendment Effective Date and set forth on Schedule 6.03 and Permitted Refinancing Indebtedness with respect thereto and certain intercompany indebtedness set forth on Schedule 6.03 under the title “Consent and Amendment Effective Date Intercompany Indebtedness” existing on the Consent and Amendment Effective Date and Permitted Refinancing Indebtedness with respect thereto, *provided* that such refinancing is limited to other intercompany debt;”;

(j) by amending and restating Section 6.03(d) as follows:

“(d)(i) Indebtedness incurred subsequent to the ARCA Effective Date secured by purchase money Liens (including Capitalized Leases), (ii) Indebtedness of a Person that becomes a Group Member (other than a result of a Division) after the ARCA Effective Date, *provided* that such Indebtedness is not created in contemplation thereof, and (iii) Permitted Refinancing Indebtedness in respect of Indebtedness described in (i) and (ii), in an aggregate amount for (i), (ii) and (iii) not to exceed \$75,000,000;”;

(k) by amending and restating Section 6.05(f) as follows:

“(f) Investments existing on the Consent and Amendment Effective Date as set forth on Schedule 6.05 and any modification, replacement, renewal, reinvestment or extension thereof (*provided* that the amount of the original Investment is not increased except as otherwise permitted by this Section 6.05);”;

(l) by amending and restating the first sentence of Section 6.06 as follows:

“No Group Member will sell or otherwise dispose (including pursuant to a Division) of any assets (including, without limitation, the capital stock of any Subsidiary), except for:”;

(m) by deleting the word “and” after clause (vi) in Section 6.07(a) and replacing it with “,” and adding the following new clause (viii) to Section 6.07(a):

“and (viii) so long as no Default shall have occurred and be continuing or would result therefrom, Holdco may make Restricted Payments to Holdings, in an amount not to exceed \$80,000,000, which amounts shall be used by Holdings to repurchase its Equity Interests.”;

(n) by replacing Annex A with Annex A attached as Annex I hereto;

(o) by replacing Schedule 3.05 with Schedule 3.05 attached as Annex II hereto;

(p) by replacing Schedule 3.15(a) with Schedule 3.15(a) attached as Annex III hereto;

(q) by replacing Schedule 6.01 with Schedule 6.01 attached as Annex IV hereto;

(r) by replacing Schedule 6.03 with Schedule 6.03 attached as Annex V hereto;

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- (s) by replacing Schedule 6.05 with Schedule 6.05 attached as Annex VI hereto; and
- (t) by replacing Schedule 6.06(j) with Schedule 6.06(j) attached as Annex VII hereto.

SECTION 5. *Effect of Consent and Amendment; Reaffirmation; Etc.*

(a) The terms and provisions set forth in this Consent and Amendment shall modify and supersede all inconsistent terms and provisions of the Loan Agreement and each other Loan Document, but shall not constitute a consent to the modification or waiver of any other term or condition of the Loan Agreement or any other Loan Document. Except as expressly set forth herein or in the Amended Loan Agreement, this Consent and Amendment shall not by implication or otherwise limit, impair, constitute a waiver of or otherwise affect the rights and remedies of the Lenders or the Agent under the Loan Agreement or under any other Loan Document and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Loan Agreement or any other provision of the Loan Agreement or of any other Loan Document, all of which are ratified and affirmed in all respects and shall continue in full force and effect.

(b) Without limiting the foregoing, (i) each Loan Party acknowledges and agrees that (A) each Loan Document to which it is a party is hereby confirmed and ratified and shall remain in full force and effect according to its respective terms (in the case of the Loan Agreement, as amended hereby) and (B) the Security Documents do, and all of the Collateral does, and in each case shall continue to, secure the payment of all Secured Obligations on the terms and conditions set forth in the Security Documents, and hereby ratifies the security interests granted by it pursuant to the Security Documents and (ii) each Guarantor hereby confirms and ratifies its continuing unconditional obligations as Guarantor in accordance with Article 9 of the Loan Agreement with respect to all of the Secured Obligations of each other Secured Obligor.

- (c) This Consent and Amendment constitutes a Loan Document.

SECTION 6. *Representations of Loan Parties.* Each of the Loan Parties hereby represents and warrants that:

(a) all representations and warranties set forth in Article 3 of the Amended Loan Agreement and in each other Loan Document shall be true and correct in all material respects on and as of the Consent and Amendment Effective Date with the same effect as if made on and as of such date (unless such representation or warranty is made only as of a specific date, in which event such representation or warranty shall be true and correct in all material respects as of such specific date);

(b) after giving effect to the effectiveness of the consent set forth in Section 2 hereof and the amendments set forth in Section 4 hereof, no Default or Event of Default shall exist or would result from the transactions contemplated by this Consent and Amendment; and

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- (c) immediately after the consummation of the Tower Europe Disposition and the Intercompany Note Sale, each Loan Party will be Solvent.

SECTION 7. *Effectiveness.* This Consent and Amendment shall become effective on the date when the Agent shall have received from each Loan Party, the Agent, each Consenting Lender and the Lenders constituting the Super-majority Lenders either (i) a counterpart of the Consent and Amendment signed on behalf of each such party or (ii) written evidence satisfactory to the Agent (which may include telecopy or electronic transmission of a signed signature page of the Amendment) that each such party has signed a counterpart of the Consent and Amendment.

Notwithstanding the foregoing, the consent set forth in Section 2 and the amendments set forth in Section 4, shall not become effective until the date (the "**Consent and Amendment Effective Date**") when each of the following conditions shall have been satisfied:

- (a) the Tower Europe Disposition and the Intercompany Note Sale shall have been consummated;
  - (b) the Borrower shall have paid (i) all fees due and payable to JPMorgan pursuant to the JPMorgan Engagement Letter and (ii) to JPMorgan, for the account of each Lender that has executed and delivered a signature page hereto on or prior to December 14, 2018, a consent fee in an amount equal to 0.25% of the Total Revolving Credit Commitments held by each such Lender as of such date.
  - (c) JPMorgan shall have received all reasonable and documented costs and expenses required to be paid or reimbursed under Section 10.05 of the Loan Agreement or the Engagement Letter for which invoices have been presented a reasonable period of time prior to the Consent and Amendment Effective Date;
  - (d) the representations and warranties set forth in Section 6 of this Consent and Amendment shall be true and correct;
  - (e) the Agent shall have received a certificate of a Financial Officer of the Borrower as to the representations set forth in Section 6;
  - (f) the Agent and the Lenders shall have received the favorable written opinion of Lowenstein Sandler LLP, counsel to the Loan Parties, dated the date of the Consent and Amendment Effective Date in form and substance reasonably satisfactory to the Agent;
  - (g) the Agent shall have received for each of the Loan Parties:
    - (i) a copy of such entity's certificate of incorporation or formation, as amended, certified as of a recent date by the Secretary of State of the state of its incorporation or formation;
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(ii) a certificate of such Secretary of State, dated as of a recent date, as to the good standing of and payment of taxes by that entity and as to the charter documents on file in the office of such Secretary of State;

(iii) a certificate of the Secretary or an Assistant Secretary of that entity dated the Consent and Amendment Effective Date, and certifying (A) that attached thereto is a true and complete copy of the by-laws or limited liability company operating agreement of that entity as in effect on the date of such certification, (B) that attached thereto is a true and complete copy of resolutions adopted by the Board of Directors or managers of that entity authorizing the execution, delivery and performance in accordance with their respective terms of this Consent and Amendment and any other documents required or contemplated hereunder, (C) that the certificate of incorporation or formation of that entity has not been amended since the date of the last amendment thereto indicated on the certificate of the Secretary of State furnished pursuant to clause (i) above and (D) as to the incumbency and specimen signature of each officer of that entity executing this Consent and Amendment and the Loan Documents or any other document delivered by it in connection herewith or therewith (such certificate to contain a certification by another officer of that entity as to the incumbency and signature of the officer signing the certificate referred to in this clause (iii)); and

(h) the Agent shall have received evidence that, as of the Consent and Amendment Effective Date, the Loan Parties shall have entered into a corresponding amendment to that certain Term Loan and Guaranty Agreement, dated as of April 23, 2013, among Borrower, Holdings, Holdco, Foreign Holdco, the Subsidiary Guarantors party thereto, the financial institutions from time to time party thereto, as lenders, and Citibank N.A., as administrative agent for the lenders party thereto (the "**Term Loan Lenders**") (as amended, restated, amended and restated, supplemented or otherwise modified prior to the Consent and Amendment Effective Date, the "**Term Loan Credit Agreement**"), providing consent by the Term Loan Lenders to the Tower Europe Disposition and the Intercompany Note Sale, on terms reasonably satisfactory to the Agent (it being understood and agreed that the draft amendment to the Term Loan Credit Agreement delivered to the Agent on December 14, 2018 is reasonably satisfactory to the Agent), and the Term Loan Credit Agreement as so amended shall be in full force and effect as of the Consent and Amendment Effective Date.

SECTION 8. *Mortgage Modifications.* By the date that is ninety (90) days after the Consent and Amendment Effective Date, as such time period may be extended in the Agent's reasonable discretion, the applicable Loan Party shall deliver to the Agent, unless otherwise agreed by the Agent in its reasonable discretion, the following items: (i) any amendments to the Mortgages of such Loan Party reasonably necessary to effectuate the transactions contemplated hereby; (ii) with respect to any Mortgage that is amended pursuant to the foregoing clause (i) of this Section 8, mortgage modification and/or bring-down endorsements to the applicable ALTA loan title insurance policy issued with respect to such Mortgage; (iii) a Flood Determination Form with respect to each Mortgaged Property and, if applicable for any such Mortgaged Property, a Borrower Notice and Evidence of Flood Insurance; and (iv) such other documentation reasonably requested by the Agent in connection with any of the foregoing (including the delivery of local counsel opinions solely with respect to enforceability of any such Mortgage amendments, if requested by the Agent in its reasonable discretion) to give effect to the transactions contemplated by this Consent and Amendment, in each case, in form and substance reasonably satisfactory to the Agent.

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SECTION 9. *Governing Law.* THIS CONSENT AND AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 10. *Counterparts.* This Consent and Amendment may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Consent and Amendment by facsimile or electronic transmission shall be as effective as delivery of a manually signed counterpart of this Consent and Amendment.

*[SIGNATURE PAGES FOLLOW]*

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IN WITNESS WHEREOF, the parties hereto have caused this Consent and Amendment to be duly executed by their respective authorized officers as of the day and year first above written.

**BORROWER:**

**TOWER AUTOMOTIVE HOLDINGS USA, LLC**

By: /s/ Jeffrey L. Kersten

Name: Jeffrey L. Kersten

Title: Vice President

**GUARANTORS:**

**TOWER INTERNATIONAL, INC. (FORMERLY KNOWN AS TOWER AUTOMOTIVE, LLC)**

By: /s/ Jeffrey L. Kersten

Name: Jeffrey L. Kersten

Title: EVP and CFO

**TOWER AUTOMOTIVE HOLDINGS I, LLC**

By: /s/ Jeffrey L. Kersten

Name: Jeffrey L. Kersten

Title: Vice President

**TOWER AUTOMOTIVE HOLDINGS II(A), LLC**

By: /s/ Jeffrey L. Kersten

Name: Jeffrey L. Kersten

Title: Vice President

*[Signature Page to Consent and Amendment]*

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**TOWER AUTOMOTIVE OPERATIONS USA I, LLC**

By: /s/ Jeffrey L. Kersten

Name: Jeffrey L. Kersten

Title: VP and CFO

**TA HOLDINGS FINANCE, INC.**

By: /s/ Jeffrey L. Kersten

Name: Jeffrey L. Kersten

Title: Vice President

*[Signature Page to Consent and Amendment]*

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**JPMORGAN CHASE BANK, N.A.,  
as Agent, Issuing Lender, a Swing Line Lender and a Lender**

By /s/ Gene R Riego De Dios  
Name: Gene R Riego De Dios  
Title: Executive Director

*[Signature Page to Consent and Amendment]*

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**CITIBANK, N.A.,**  
as a Lender

By: /s/ Matthew Burke  
Name: Matthew Burke  
Title: Vice President

*[Signature Page to Consent and Amendment]*

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**BMO HARRIS BANK, N.A.,**  
as a Lender

By: /s/ Joshua Hovermale  
Name: Joshua Hovermale  
Title: Director

*[Signature Page to Consent and Amendment]*

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**Wells Fargo Bank, National Association,**  
as a Lender

By: /s/ Craig P. Wasen

Name: Craig P. Wasen

Title: Senior Vice President

*[Signature Page to Consent and Amendment]*

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**Citizens Bank, N.A.,**  
as a Lender

By: /s/ Stephen A. Maenhout  
Name: Stephen A. Maenhout  
Title: Senior Vice President

*[Signature Page to Consent and Amendment]*

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ANNEX A

to

FOURTH AMENDED AND RESTATED REVOLVING CREDIT AND GUARANTY AGREEMENT

<b>Lender</b>	<b>Revolving Credit Commitment</b>	<b>Revolving Credit Commitment Percentage</b>
JPMorgan Chase Bank, N.A.	\$ 45,000,000	22.5%
Citibank, N.A.	\$ 45,000,000	22.5%
BMO Harris Bank, N.A.	\$ 45,000,000	22.5%
Wells Fargo Bank, National Association	\$ 40,000,000	20.0%
Citizens Bank, N.A.	\$ 25,000,000	12.5%
Total	\$ 200,000,000	100.0%

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## CONSENT AND AMENDMENT

CONSENT AND AMENDMENT, dated as of December 14, 2018 (this “**Consent and Amendment**”), in respect of the Term Loan and Guaranty Agreement, dated as of April 23, 2013, among Tower Automotive Holdings USA, LLC (the “**Borrower**”), Tower International, Inc. (“**Holdings**”), Tower Automotive Holdings I, LLC (“**Holdco**”), Tower Automotive Holdings II(a), LLC (“**Foreign Holdco**”), and the other Guarantors party thereto, the Lenders party thereto and Citibank N.A., as administrative agent (the “**Agent**”) (as in effect immediately prior to giving effect to this Consent and Amendment, the “**Loan Agreement**”, and as amended by this Consent and Amendment, the “**Amended Loan Agreement**”).

WHEREAS, the Borrower has notified the Agent and the Lenders that an indirect Subsidiary of Holdco may sell or otherwise dispose of all or substantially all of the Equity Interests of Tower Automotive Holdings Europe B.V. to Financière SNOP Dunois S.A. (such disposition, the “**Tower Europe Disposition**”);

WHEREAS, in connection with the consummation of the Tower Europe Disposition, the Borrower has requested certain amendments to the Loan Agreement (the “**Amendments**”);

WHEREAS, the Lenders party hereto (which constitute the Required Lenders) have agreed to consent to the Tower Europe Disposition and to the Amendments;

WHEREAS, Citigroup Global Markets Inc. (“**CGMI**”) has agreed to act in the roles and pursuant to the titles set forth in that certain engagement letter, dated November 21, 2018 (the “**CGMI Engagement Letter**”), among the Borrower, Holdings and CGMI, in respect of this Consent and Amendment;

NOW, THEREFORE, the parties hereto agree as follows:

SECTION 1. *Defined Terms; References.* Unless otherwise specifically defined herein, each term used herein which is defined in the Loan Agreement has the meaning assigned to such term in the Amended Loan Agreement. The rules of construction and other interpretive provisions specified in Section 1.02 of the Amended Loan Agreement shall apply to this Consent and Amendment, including terms defined in the preamble and recitals hereto.

SECTION 2. *Consent.* Subject to the satisfaction of the conditions set forth in Section 6 below and in the proviso to this sentence, and in reliance on the representations and warranties contained in Section 5 below, the Lenders party hereto (a)(i) hereby consent to the Tower Europe Disposition and agree that the consummation of the Tower Europe Disposition shall be permitted under the Loan Agreement, notwithstanding anything to the contrary therein or in any other Loan Document; and (ii) hereby agree that no Default or Event of Default shall arise solely as a result of the consummation thereof; (b) hereby agree that notwithstanding the terms of the Loan Agreement (including Section 2.11 thereof), the prepayment of Loans required by the proviso to this sentence shall be the only prepayment of Loans the Borrower shall be required to make in connection with the Tower Europe Disposition and the remaining proceeds of the Tower Europe Disposition may be retained by the Borrower and shall not subject to the requirements of Section 2.11 of the Loan Agreement; *provided* that the consent set forth in this Section 2 and the amendments set forth in Section 3 shall become effective only if substantially simultaneously with the consummation of the Tower Europe Disposition, the Borrower shall have prepaid outstanding Term Loans in an aggregate principal amount of \$50,000,000 in accordance with Section 2.12(a) of the Loan Agreement; *provided further* that the prepayment of Term Loans in the foregoing proviso shall be applied to each outstanding Class of Loans in accordance with Section 2.12(b) of the Loan Agreement; and (c) hereby consent to the sale or transfer by the Borrower and one or more of its Affiliates of certain intercompany loans (the “**Intercompany Note Sale**”) and agree that the consummation of such Intercompany Note Sale by the Borrower and its Affiliates shall be permitted under the Loan Agreement, notwithstanding anything to the contrary therein or in any other Loan Document.

SECTION 3. *Amendments.* Subject to the satisfaction of the conditions set forth in Section 6 below and in the proviso to Section 2, the Loan Agreement (and the schedules thereto) shall be amended as follows:

(a) by adding the following definitions in Section 1.01 in alphabetical order:

“**Consent and Amendment**” shall mean that certain Consent and Amendment, dated as of December 14, 2018, among the Borrower, Holdings, Holdco, Foreign Holdco, the other Guarantors party thereto, the Lenders party thereto and the Agent.”

“**Consent and Amendment Effective Date**” shall have the meaning provided in the Consent and Amendment.”

“**Dividing Person**” has the meaning assigned to it in the definition of “Division”.”

“**Division**” means the division of the assets, liabilities and/or obligations of a Person (the “Dividing Person”) among two or more Persons (whether pursuant to a “plan of division” or similar arrangement), which may or may not include the Dividing Person and pursuant to which the Dividing Person may or may not survive.”

“**Division Successor**” means any Person that, upon the consummation of a Division of a Dividing Person, holds all or any portion of the assets, liabilities and/or obligations previously held by such Dividing Person immediately prior to the consummation of such Division. A Dividing Person which retains any of its assets, liabilities and/or obligations after a Division shall be deemed a Division Successor upon the occurrence of such Division.”

“**LLC**” means any Person that is a limited liability company under the laws of its jurisdiction of formation.”;

(b) by amending and restating the definition of “Incremental Term Loan Amount” in Section 1.01 of the Credit Agreement as follows:

“**Incremental Term Loan Amount**” shall mean, at any time, the sum of (i) the greater of (A) \$175,000,000 and (B) an amount equal to 100% of Consolidated EBITDA for the period of four consecutive fiscal quarters most recently ended on or prior to such date, taken as one accounting period plus (ii) such other amount so long as, on a Pro Forma Basis, after giving effect to the incurrence of any such Incremental Term Loan Facility (including after giving effect on a Pro Forma Basis to any acquisition consummated concurrently therewith and all other events that are funded out of the proceeds of such Incremental Term Loan Facility), the Total Net Leverage Ratio, recomputed as of the last day of the most recently ended fiscal quarter of Holdco for which financial statements are available or required to have been delivered pursuant to Section 5.03, is equal to or less than 2.00:1.00.”;

(c) by amending and restating the definition of “Total Net Debt” in Section 1.01 of the Credit Agreement as follows:

““**Total Net Debt**” shall mean, at any time, the sum of (a) the aggregate amount of Indebtedness that would be reflected on a consolidated balance sheet of the Holdco Group prepared in accordance with GAAP at such time (other than any Indebtedness of the type described in clause (vi) of the definition of “Indebtedness”) minus (b) the lesser of (i) the aggregate amount of Unrestricted Cash that would be reflected on a consolidated balance sheet of the Holdco Group prepared in accordance with GAAP at such time and (ii) \$300,000,000.”;

(d) by amending Section 3.05 by deleting the reference therein to “the ARCA Effective Date” and replacing it with “the Consent and Amendment Effective Date”;

(e) by amending Section 3.15(a) by deleting the reference therein to “the ARCA Effective Date” and replacing it with “the Consent and Amendment Effective Date”;

(f) by amending and restating Section 5.09(a) as follows:

“(a) Subject to applicable law, Holdco shall cause each of its Domestic Subsidiaries formed or acquired after the ARCA Effective Date and each Division Successor pursuant to a Division of a Loan Party to become a Loan Party by executing the Joinder Agreement set forth as Exhibit G (the “**Joinder Agreement**”). Upon execution and delivery thereof, each such Person shall (i) automatically become a Subsidiary Guarantor hereunder and thereupon shall have all of the rights, benefits, duties, and obligations in such capacity under the Loan Documents and (ii) execute supplements to the Security Documents pursuant to which it will grant Liens to the Agent, for the benefit of the Agent and the Lenders, in any and all property of such Subsidiary Guarantor to the extent provided for in the Security Documents, including a Mortgage on the interest of such Subsidiary Guarantor in each real property located in the United States owned or leased by it (subject to Sections 5.09(d) and 5.09(e)).”;

(g) by amending and restating Section 6.01(a) as follows:

“(a) Liens on any property or any assets of any Group Member existing on the Consent and Amendment Effective Date as reflected on Schedule 6.01; *provided* that (i) such Lien shall not apply to any other property or asset of such Group Member (other than after acquired property affixed thereto or incorporated therein and proceeds or products thereof) and (ii) such Lien shall secure only those obligations which it secures on the date hereof and Permitted Refinancing Indebtedness with respect thereto.”;

(h) by amending and restating Section 6.02(a) as follows:

“(a) No Group Member will merge into or consolidate with any other Person, or permit any other Person to merge into or consolidate with it, consummate a Division as the Dividing Person, or liquidate or dissolve, except that, if at the time thereof and immediately after giving effect thereto no Default shall have occurred and be continuing (i) any Person may merge into Holdco in a transaction in which Holdco is the surviving corporation; (ii) any Group Member (other than Holdco) may merge into any other Group Member in a transaction in which the surviving entity is a Group Member (*provided* that if any party to any such transaction is (A) a Loan Party, the surviving entity of such transaction shall be a Loan Party, (B) a Domestic Subsidiary, the surviving entity of such transaction shall be a Domestic Subsidiary and (C) the Borrower, the surviving entity of such transaction shall be the Borrower); (iii) any Group Member that is an LLC (other than the Borrower) may consummate a Division as the Dividing Person if, immediately upon the consummation of the Division, the assets of the applicable Dividing Person are held by one or more Subsidiaries at such time, or, with respect to assets not so held by one or more Subsidiaries, such Division, in the aggregate, would otherwise result in a Disposition permitted by Section 6.06(l), (iv) any Subsidiary (other than the Borrower) may liquidate or dissolve if Holdco determines in good faith that such liquidation or dissolution is in the best interests of the Holdco Group and is not materially disadvantageous to the Lenders; and (v) any Permitted Acquisition or disposition permitted by Section 6.06 may be effected by way of a merger or consolidation of a Subsidiary provided that, notwithstanding anything to the contrary in this Agreement, any Subsidiary which is a Division Successor resulting from a Division of assets of a Subsidiary (other than a Non-Material Subsidiary) may not be deemed to be a Non-Material Subsidiary at the time of or in connection with the applicable Division.”;

(i) by amending and restating Section 6.03(a) as follows:

“(a) Indebtedness existing on the Consent and Amendment Effective Date and set forth on Schedule 6.03 and Permitted Refinancing Indebtedness with respect thereto and certain intercompany indebtedness set forth on Schedule 6.03 under the title “Consent and Amendment Effective Date Intercompany Indebtedness” existing on the Consent and Amendment Effective Date and Permitted Refinancing Indebtedness with respect thereto, *provided* that such refinancing is limited to other intercompany debt;”;

(j) by amending and restating Section 6.03(d) as follows:

“(d)(i) Indebtedness incurred subsequent to the ARCA Effective Date secured by purchase money Liens (including Capitalized Leases), (ii) Indebtedness of a Person that becomes a Group Member (other than a result of a Division) after the ARCA Effective Date, *provided* that such Indebtedness is not created in contemplation thereof, and (iii) Permitted Refinancing Indebtedness in respect of Indebtedness described in (i) and (ii), in an aggregate amount for (i), (ii) and (iii) not to exceed \$75,000,000;”;

(k) by amending and restating Section 6.05(f) as follows:

“(f) Investments existing on the Consent and Amendment Effective Date as set forth on Schedule 6.05 and any modification, replacement, renewal, reinvestment or extension thereof (provided that the amount of the original Investment is not increased except as otherwise permitted by this Section 6.05);”;

(l) by amending and restating the first sentence of Section 6.06 as follows:

“No Group Member will sell or otherwise dispose (including pursuant to a Division) of any assets (including, without limitation, the capital stock of any Subsidiary), except for:”;

(m) by deleting the word “and” after clause (vi) in Section 6.07(a) and replacing it with “,” and adding the following new clause (viii) to Section 6.07(a):

“ and (viii) so long as no Default shall have occurred and be continuing or would result therefrom, Holdco may make Restricted Payments to Holdings, in an amount not to exceed \$80,000,000, which amounts shall be used by Holdings to repurchase its Equity Interests.”;

(n) by replacing Schedule 3.05 with Schedule 3.05 attached as Annex I hereto;

(o) by replacing Schedule 3.12(a) with Schedule 3.12(a) attached as Annex II hereto;

(p) by replacing Schedule 3.15(a) with Schedule 3.15(a) attached as Annex III hereto;

(q) by replacing Schedule 6.01 with Schedule 6.01 attached as Annex IV hereto;

(r) by replacing Schedule 6.03 with Schedule 6.03 attached as Annex V hereto;

(s) by replacing Schedule 6.05 with Schedule 6.05 attached as Annex VI hereto; and

(t) by replacing Schedule 6.06(j) with Schedule 6.06(j) attached as Annex VII hereto.

*SECTION 4. Effect of Consent and Amendment; Reaffirmation; Etc.*

(a) The terms and provisions set forth in this Consent and Amendment shall modify and supersede all inconsistent terms and provisions of the Loan Agreement and each other Loan Document, but shall not constitute a consent to the modification or waiver of any other term or condition of the Loan Agreement or any other Loan Document. Except as expressly set forth herein or in the Amended Loan Agreement, this Consent and Amendment shall not by implication or otherwise limit, impair, constitute a waiver of or otherwise affect the rights and remedies of the Lenders or the Agent under the Loan Agreement or under any other Loan Document and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Loan Agreement or any other provision of the Loan Agreement or of any other Loan Document, all of which are ratified and affirmed in all respects and shall continue in full force and effect.

(b) Without limiting the foregoing, (i) each Loan Party acknowledges and agrees that (A) each Loan Document to which it is a party is hereby confirmed and ratified and shall remain in full force and effect according to its respective terms (in the case of the Loan Agreement, as amended hereby) and (B) the Security Documents do, and all of the Collateral does, and in each case shall continue to, secure the payment of all Secured Obligations on the terms and conditions set forth in the Security Documents, and hereby ratifies the security interests granted by it pursuant to the Security Documents and (ii) each Guarantor hereby confirms and ratifies its continuing unconditional obligations as Guarantor in accordance with Article 9 of the Loan Agreement with respect to all of the Secured Obligations of each other Secured Obligor.

(c) This Consent and Amendment constitutes a Loan Document.

SECTION 5. *Representations of Loan Parties.* Each of the Loan Parties hereby represents and warrants that:

(a) all representations and warranties set forth in Article 3 of the Amended Loan Agreement and in each other Loan Document shall be true and correct in all material respects on and as of the Consent and Amendment Effective Date with the same effect as if made on and as of such date (unless such representation or warranty is made only as of a specific date, in which event such representation or warranty shall be true and correct in all material respects as of such specific date);

(b) after giving effect to the effectiveness of the consent set forth in Section 2 hereof and the amendments set forth in Section 3 hereof, no Default or Event of Default shall exist or would result from the transactions contemplated by this Consent and Amendment; and

(c) immediately after the consummation of the Tower Europe Disposition and the Intercompany Note Sale, each Loan Party will be Solvent.

SECTION 6. *Effectiveness.* This Consent and Amendment shall become effective on the date when the Agent shall have received from each Loan Party, the Agent and Lenders constituting the Required Lenders either (i) a counterpart of the Consent and Amendment signed on behalf of each such party or (ii) written evidence satisfactory to the Agent (which may include telecopy or electronic transmission of a signed signature page of the Amendment) that each such party has signed a counterpart of the Consent and Amendment.

Notwithstanding the foregoing, the consent set forth in Section 2 and the amendments set forth in Section 3, shall not become effective until the date (the “**Consent and Amendment Effective Date**”) when each of the following conditions shall have been satisfied:

(a) the Tower Europe Disposition and the Intercompany Note Sale shall have been consummated and the condition set forth in the proviso to Section 2 shall have been satisfied;

(b) the Borrower shall have paid (i) all fees due and payable to CGMI pursuant to the CGMI Engagement Letter and (ii) to the Agent, for the account of each Lender that has executed and delivered a signature page hereto on or prior to December 14, 2018, a consent fee in an amount equal to 0.25% of the Term Loans held by each such Lender as of such date;

(c) the Agent and CGMI shall have received all reasonable and documented costs and expenses required to be paid or reimbursed under Section 10.05 of the Loan Agreement or the Engagement Letter for which invoices have been presented a reasonable period of time prior to the Consent and Amendment Effective Date;

(d) the representations and warranties set forth in Section 5 of this Consent and Amendment shall be true and correct;

(e) the Agent shall have received a certificate of a Financial Officer of the Borrower as to the representations set forth in Section 5; and

(f) the Agent shall have received evidence that, as of the Consent and Amendment Effective Date, the Loan Parties shall have entered into a corresponding amendment to that certain Fourth Amended and Restated Revolving Credit and Guaranty Agreement, dated as of March 7, 2017, among Borrower, Holdings, Holdco, Foreign Holdco, the Subsidiary Guarantors party thereto, the financial institutions from time to time party thereto, as lenders, and JPMorgan Chase Bank, N.A., as issuing lender, swing line lender and as administrative agent for the lenders party thereto (the “**ABL Lenders**”) (as amended, restated, amended and restated, supplemented or otherwise modified prior to the Consent and Amendment Effective Date, the “**ABL Credit Agreement**”), providing consent by the ABL Lenders to the Tower Europe Disposition and the Intercompany Note Sale, on terms reasonably satisfactory to the Agent (it being understood and agreed that the draft amendment to the ABL Credit Agreement delivered to the Agent on December 14, 2018 is reasonably satisfactory to the Agent), and the ABL Credit Agreement as so amended shall be in full force and effect as of the Consent and Amendment Effective Date.

SECTION 7. *Governing Law.* THIS CONSENT AND AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 8. *Counterparts.* This Consent and Amendment may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Consent and Amendment by facsimile or electronic transmission shall be as effective as delivery of a manually signed counterpart of this Consent and Amendment.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Consent and Amendment to be duly executed by their respective authorized officers as of the day and year first above written.

**BORROWER:**

**TOWER AUTOMOTIVE HOLDINGS USA, LLC**

By: /s/ Jeffrey L. Kersten  
Name: Jeffrey L. Kersten  
Title: Vice President

**GUARANTORS:**

**TOWER INTERNATIONAL, INC. (formerly known as Tower Automotive, LLC)**

By: /s/ Jeffrey L. Kersten  
Name: Jeffrey L. Kersten  
Title: EVP and CFO

**TOWER AUTOMOTIVE HOLDINGS I, LLC**

By: /s/ Jeffrey L. Kersten  
Name: Jeffrey L. Kersten  
Title: Vice President

**TOWER AUTOMOTIVE HOLDINGS II(a), LLC**

By: /s/ Jeffrey L. Kersten  
Name: Jeffrey L. Kersten  
Title: Vice President

*[Signature Page to Consent and Amendment—Term Loan]*

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**TOWER AUTOMOTIVE OPERATIONS USA I, LLC**

By: /s/ Jeffrey L. Kersten  
Name: Jeffrey L. Kersten  
Title: VP and CFO

**TA HOLDINGS FINANCE, INC.**

By: /s/ Jeffrey L. Kersten  
Name: Jeffrey L. Kersten  
Title: Vice President

*[Signature Page to Consent and Amendment—Term Loan]*

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**CITIBANK, N.A., as Agent**

By /s/ Matthew Burke

Name: Matthew Burke

Title: Managing Director & Vice President

*[Signature Page to Consent and Amendment—Term Loan]*

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[Lender signature pages on file with Agent]

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