

June 30, 2017

By Email and US Mail

Ms. Nanette Dudek
Mr. Dennis Pike
Tower International, Inc.
17672 Laurel Park Dr. N Suite 400 E
Livonia, MI 48152

Dear Nanette and Dennis:

Thank you for engaging Foley & Lardner LLP ("Foley" or the "Firm") to represent Tower International, Inc. ("Tower") with respect to certain inquiries, issues articulation and government relations-related assignments in the City of Chicago with regard to Tower's operations in the Ford Supplier Park in Chicago (the "Matter"). Foley will work in Tower's best interests, subject to our duties of professional responsibility and the statutes and ordinances that regulate our government affairs practice. Please call me if you have any questions or comments with respect to this engagement letter (the "Engagement Letter" or "Letter").

For most of our Firm's 175 year history, we began new client relationships without much formality. As I know you are aware, however, in recent years, law firms and the professional standards governing our government relations practice have become much more complex than they were years ago. As a result, like most other large firms, Foley now enters into engagement letters like this one with our clients. Letters like this serve a valuable purpose of setting out the ground rules for your engagement of our Firm. For this new Matter our Engagement Letter also addresses certain specific matters that are required to be set forth in writing by, or relate to rules of, the jurisdictional lobbyist registration and reporting requirements and the various bar associations and other regulatory bodies that govern Foley's practice.

Although we have accepted this measure of formality with a degree of reluctance, we have come to appreciate that it is preferable to have the basic tenets of our relationship discussed and agreed to by our clients at the outset of our relationship. Assuming you agree with the terms outlined in this Letter, please sign the enclosed duplicate original of this Letter in the space provided below, and return a signed original to me. Again, we are delighted, and very grateful, to have the opportunity to once again be helpful to you and Tower.

BOSTON
BRUSSELS
CENTURY CITY
CHICAGO
DALLAS

JACKSONVILLE
LOS ANGELES
MADISON
MIAMI
MILWAUKEE

NEW YORK
ORLANDO
SACRAMENTO
SAN DIEGO
SAN DIEGO/DEL MAR

SAN FRANCISCO
SHANGHAI
SILICON VALLEY
TALLAHASSEE
TAMPA

TOKYO
WASHINGTON, D.C.



FOLEY & LARDNER LLP

Tower International, Inc.

June 30, 2017

Page 2

1. Client and Scope of Representation

Our client in the Matter will be Tower, and we will advise Tower in connection with the Matter, and such other matters as you may direct. You may limit or expand the scope of our representation from time to time, provided that any expansion needs to be agreed to by us.

2. Staffing

John Trentacosta, Steve Hilfinger and I will have primary responsibility for our relationship with Tower for this matter, and we could conceivably involve other lawyers, legal assistants and public affairs professionals in my efforts for Tower when we believe that is the most appropriate course of action for us to take on Tower's behalf. We will keep you informed of our progress. In return, we need you to keep us informed of any developments that affect the Matter as soon as you become aware of them, and to be available when we need to consult with you.

3. Conflicts of Interest, Advance Waiver of Conflicts, and Client Identity

We have determined that there is no present conflict of interest that prevents us from representing Tower on the Matter. However, as a large law firm, it is possible that during the course of our representation of Tower, Foley may be asked to represent another current or new client in a future matter that involves Tower. Or, conversely, you may in the future ask us to handle a matter involving another new or existing client of the Firm. In either instance, if the other client's interests and Tower's interests in the matter are directly adverse, the Firm may not handle the matter without your prior written consent.

Subject to certain conditions described below by signing this Agreement or otherwise affirming its terms, Tower consents in advance to our handling of directly adverse matters, either for you when the matter involves another client or for another client when the matter involves Tower, that arise in the future in the following areas:

- a. Counseling, advice, and negotiation regarding commercial agreements, rights, or obligations and preparation of commercial documents.
- b. Arbitration, litigation, or other contested proceeding.
- c. Advocacy before federal, state, and local governments and non-judicial governmental entities.
- d. Bankruptcy or insolvency proceedings in which the client may have an interest.



FOLEY & LARDNER LLP

Tower International, Inc.

June 30, 2017

Page 3

c. Evaluation of intellectual property rights, such as claim scope analysis, infringement analysis, invalidity analysis, or analysis with respect to any other statutory or non-statutory requirement, participation in connection with intellectual property proceedings before the USPTO, or prosecuting non-interfering IP for another client in a related technology.

As a condition of your consent, the Firm agrees that it will not handle directly adverse matters for other clients that are substantially related to any work the Firm performs for Tower.

Finally, unless specifically requested by Tower and agreed to by the Firm, the Firm's representation does not extend to any of Tower's affiliates. Accordingly, the Firm may represent other clients in matters directly adverse to Tower's affiliates, if any. If Tower requests and the Firm agrees to represent an affiliate of Tower, Tower agrees that the affiliate is bound by the terms set forth in this Agreement.

4. Fees and Billing

Commencing July 1, 2017, our services for the Matter will be compensated by Tower at the monthly fee of [REDACTED] each month for a minimum period of three (3) months, which monthly fee is due and payable on the first of each month (the "Retainer").

Separate and apart from, and in addition to the Retainer, we will bill Tower for disbursements and out-of-pocket expenses related to the Matter. We do not bill and you will not be charged for long distance telephone charges and we will not bill you for faxes related to the Matter. We charge for word processing or secretarial services only if done on an overtime basis and with Tower's consent. Certain support services that involve equipment or staffing or that require payments to third parties may include additional charges that reflect our internal costs. It is our policy to provide the most cost-effective and efficient support systems available.

Tower agrees that we can make arrangements to have Tower billed for larger disbursements directly by third parties, or Tower will pay directly invoices which we receive for costs from third parties that render billable services to Foley on Tower's behalf during the Matter. If we do not make other arrangements for direct billing or direct payment by Tower for third-party costs, Tower agrees that we may pay these invoices on Tower's behalf after we have first been paid by Tower for such costs.

I will send an invoice each month to your attention at your office at 17672 Laurel Park Dr. N Suite 400 E. Livonia, MI 48152. Payment is due promptly upon receipt, please. In addition, subject to the rules of professional responsibility that govern our practice, we may also



FOLEY & LARDNER LLP

Tower International, Inc.

June 30, 2017

Page 4

cease performing services for Tower until satisfactory arrangements have been made for payments of amounts outstanding in excess of 60 days and the payment of future amounts.

5. Limitations of Liability

Foley & Lardner LLP is a limited liability partnership under the laws of Wisconsin. This means Tower's right to recover damages in a legal malpractice action that may exceed our insurance and Firm assets is limited to the personal assets of the attorneys whose acts or omissions gave rise to Tower's claim.

6. Termination of Representation

Either of us may terminate this engagement at any time for any reason by sixty (60) days prior written notice. The Firm is subject to applicable rules of professional conduct when terminating a client engagement. If we terminate the engagement, the Firm will take all reasonable and practical steps to protect Tower's interests in the Matter and, at your request, suggest possible new counsel. We will provide new counsel with any papers Tower has given us. If permission from the court is necessary for withdrawal, we will promptly apply for it, and Tower will engage new counsel to represent Tower.

Unless previously terminated, our representation of Tower in the Matter will end when we send our final invoice. After the Matter ends, there might be changes in laws or regulations that might affect Tower's future rights and liabilities, but the Firm does not have an obligation to continue to advise Tower about future legal developments, unless Tower engages us to do so.

7. Disposition of Files and Records

Following termination of this engagement, we will maintain the confidentiality of any of your confidential information provided us in accordance with applicable rules of professional conduct. Any documents owned or provided to us by Tower, or provided by a third party, will be returned to you unless you authorize Foley's destruction of them.

We will retain our own files pertaining to the Matter, including material prepared by or for the internal use of our public affairs professionals and/or attorneys. These include the Firm's administrative records, time and expense reports, personnel and staffing materials, credit and accounting records, internal work product (such as drafts, notes, internal memoranda and legal and factual research), written and electronic communications, pleadings, and investigative reports. The Firm has internal policies that determine the retention periods for closed representation files.



FOLEY & LARDNER LLP

Tower International, Inc.

June 30, 2017

Page 5

Therefore, if you do not request return of this file material, the Firm reserves the right to destroy it at the end of the defined retention period. At your reasonable request, the Firm will provide such portions of these file materials to you as required by the applicable rules of professional responsibility or other legal requirements. Unless applicable rules of professional responsibility require an earlier return, we may retain such file material pending receipt of payment of any outstanding fees or costs.

8. Communication

We often send our clients information about the Firm or matters we think might be of interest to them. You agree that Foley may send you this material, either by electronic mail or other means. Tower also agrees that Foley may communicate with Tower about this Matter by electronic mail on an unencrypted basis.

Either at the beginning or during representation, we might express opinions or beliefs concerning the Matter and the results that might be anticipated. Any such statement made by us is an expression of opinion only and is not a promise or guarantee of results.

Tower agrees that the Firm may list Tower on publicly disclosed lists and other materials as clients that the Firm represents.

By signing this Engagement Letter containing this provision, you agree to waive any and all rights to a jury trial regarding any Dispute.

Please confirm your approval and acceptance of this Engagement Letter by signing and returning the enclosed duplicate copy in the envelope provided. If you have any questions, please let me know.

We look forward to working with you again on this Matter, and we're very grateful for your continued confidence in our Firm. Thank you.

Very truly yours,

Myles D. Berman
for Foley & Lardner LLP