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): July 12, 2019

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

Delaware	001-34903	27-3679414
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)

17672 Laurel Park Drive North, Suite 400E, Livonia, Michigan	48152
(Address of principal executive offices)	(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))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Ticker symbol(s)	Name of each exchange on which registered
Common Stock, $0.01 par value per share	**TOWR**	**New York Stock Exchange**

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. ☐

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

As previously reported, on July 12, 2019, Tower International, Inc., a Delaware corporation (the "Company"), entered into an Agreement and Plan of Merger (the "Merger Agreement") with Autokiniton US Holdings, Inc., a Delaware corporation ("Parent"), and Tiger Merger Sub, Inc., a Delaware corporation and a direct wholly owned subsidiary of Parent ("Merger Sub"). Pursuant to the terms of the Merger Agreement and the transactions contemplated thereby, subject to the satisfaction or waiver of certain customary conditions set forth in the Merger Agreement, Merger Sub will merge with and into the Company, with the Company surviving as a direct wholly owned subsidiary of Parent (the "Merger").

Immediately prior to executing the Merger Agreement, on July 12, 2019, the Company entered into agreements with James C. Gouin, the Company's President and Chief Executive Officer, Jeffrey Kersten, the Company's Executive Vice President and Chief Financial Officer, and Nanette Dudek, the Company's Vice President Legal Affairs and Compliance and Corporate Secretary, that amend their respective employment agreements with the Company (each an "Amendatory Agreement").

The existing employment agreements between the Company and each of Messrs. Gouin and Kersten provide for payment of certain severance pay and benefits in the event that their employment with the Company is involuntarily terminated without "cause" or if they resign for "good reason" within two years following a "change in control" (as defined in their respective employment agreements). The Amendatory Agreements clarify that Messrs. Gouin and Kersten will have "good reason" to resign if, in connection with or following a change in control (such as the Merger), shares of common stock, par value $0.01 per share, of the Company (the "Shares") cease to be publicly-traded on a national securities exchange (unless they become (or continue as) the chief executive officer or chief financial officer, respectively, of the ultimate parent entity of, or successor to, the Company, and the common stock of such parent entity or successor, as applicable, is publicly traded on a national securities exchange).

The Amendatory Agreements provide that in the event that Mr. Gouin or Ms. Dudek incur an excise tax under Section 4999 of the Internal Revenue Code of 1986, as amended (the "Code"), in connection with payments and benefits payable to them in connection with a change in control of the Company, the Company will provide each with a tax gross-up payment to the extent necessary to put them in the same after-tax position as they would have been in had they not incurred an excise tax under Section 4999 of the Code. This tax gross-up will cease to apply if (i) the Merger Agreement terminates without consummation of the Merger, and (ii) no other "change in control" (as defined in their respective employment agreements) occurs as a result of a definitive transaction agreement entered into by the Company on or before December 31, 2019.

The Amendatory Agreement to Ms. Dudek's employment agreement provides for Ms. Dudek to receive a lump sum retention payment should she remain employed with the Company (or a successor) for one year following a change in control of the Company. The retention payment is equal to the amount of the severance pay she would be entitled to receive under her

employment agreement if her employment were involuntarily terminated without cause immediately following a change in control (approximately two times the sum of her annual base salary and annual target bonus). Ms. Dudek will remain entitled to receive the severance payments and other benefits provided under her employment agreement if she is involuntarily terminated without cause or resigns for good reason, provided that if such termination is on or before the two-year anniversary of a change in control any such severance will be reduced by the retention payment (if it has been earned).

In addition to the foregoing, the Company's Compensation Committee approved payment of performance awards under the Company's 2010 Equity Incentive Plan (the "Equity Plan") based on the greater of threshold targets or actual performance levels achieved in the event that the Merger Agreement terminates without consummation of the Merger and any other "change in control" (as defined in the Equity Plan) occurs.

The foregoing descriptions of the Amendatory Agreements are qualified in their entirety by reference to the full text of the Amendatory Agreements, copies of which are attached hereto as Exhibits 10.1, 10.2 and 10.3 and are incorporated by reference herein.

Item 9.01. Financial Statements and Exhibits.

(d) The following exhibits are filed with this report:

Exhibit 10.1:	Amendatory Agreement, dated as of July 12, 2019, to the Second Amended and Restated Employment Agreement, dated as of August 31, 2016, between Tower Automotive Operations USA I, LLC and James C. Gouin.
Exhibit 10.2:	Amendatory Agreement, dated as of July 12, 2019, to the Amended and Restated Employment Agreement, dated as of August 31, 2016, between Tower Automotive Operations USA I, LLC and Jeffrey Kersten.
Exhibit 10.3:	Amendatory Agreement, dated as of July 12, 2019, to the Amended and Restated Employment Agreement, dated as of December 18, 2018, between Tower Automotive Operations USA I, LLC and Nanette Dudek.

Forward-Looking Statements

This document contains forward-looking information related to the Company, Parent and the proposed acquisition. These forward-looking statements generally include statements that are predictive in nature and depend upon or refer to future events or conditions, and include words such as "believes," "plans," "anticipates," "projects," "estimates," "expects," "intends," "strategy," "future," "opportunity," "may," "will," "should," "could," "potential," or similar expressions. All of the statements in this document, other than historical facts, are forward-looking statements and are based on a number of assumptions that could ultimately prove inaccurate. Forward-looking statements in this document include, among other things, statements with respect to the anticipated timing of the completion of the proposed acquisition and its

potential benefits, as well as Parent's plans, expectations and intentions and projected business, results of operations and financial condition. These forward-looking statements reflect the current analysis of existing information and are subject to various risks and uncertainties. As a result, caution must be exercised in relying on forward-looking statements. Due to known and unknown risks, the Company's actual results may differ materially from its expectations or projections. The following factors, among others, could cause actual plans and results to differ materially from those described in forward-looking statements: (1) risks related to the satisfaction of the conditions to closing the proposed acquisition in the anticipated timeframe or at all, including uncertainties as to how many Shares will be tendered in the Offer and the possibility that the acquisition does not close, (2) the possibility that alternative acquisition proposals will be made, (3) the possibility that the Company will terminate the Merger Agreement to enter into an alternative business combination, (4) the possibility that various closing conditions may not be satisfied and required regulatory approvals may not be obtained, (5) the risk that the Merger Agreement may be terminated in circumstances requiring the Company to pay a termination fee, (6) the risk of litigation and regulatory actions related to the proposed acquisition, which may delay the proposed acquisition, and (7) risks regarding the failure to obtain the necessary financing to complete the proposed acquisition. Other factors that could cause actual results to differ materially from those matters expressed in or implied by such forward-looking statements are set forth under "Risk Factors" in the Company's most recent annual report on Form 10-K and subsequent quarterly reports on Form 10-Q, the Schedule TO and other tender offer documents to be filed by Parent and its affiliates, and the Solicitation/Recommendation Statement on Schedule 14D-9 to be filed by the Company. The Company's filings with the United States Securities and Exchange Commission (the "SEC") are available publicly on the SEC's website at www.sec.gov, or on the Company's website at https://towerinternational.com/ under the "Investors" section. All such forward-looking statements speak only as of the date they are made. Except as required by law or regulation, the Company undertakes no obligation to update or revise any forward-looking statements to reflect subsequent events, circumstances or otherwise.

Additional Information

The Offer described herein has not yet commenced. This document is for informational purposes only and is neither an offer to purchase nor a solicitation of an offer to sell any Shares or any other securities of the Company. On the commencement date of the Offer, a tender offer statement on Schedule TO, including an offer to purchase, a letter of transmittal and related documents, will be filed with the SEC by Parent and Merger Sub, and promptly thereafter a solicitation/recommendation statement on Schedule 14D-9 will be filed with the SEC by the Company. The offer to purchase Shares will only be made pursuant to the offer to purchase, the letter of transmittal and related documents filed as a part of the Schedule TO. **THE TENDER OFFER MATERIALS (INCLUDING AN OFFER TO PURCHASE, A RELATED LETTER OF TRANSMITTAL AND CERTAIN OTHER TENDER OFFER DOCUMENTS) AND THE SOLICITATION/RECOMMENDATION STATEMENT ON SCHEDULE 14D-9 WILL CONTAIN IMPORTANT INFORMATION. STOCKHOLDERS OF THE COMPANY ARE URGED TO READ THESE DOCUMENTS CAREFULLY WHEN THEY BECOME AVAILABLE BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION THAT SUCH STOCKHOLDERS SHOULD CONSIDER BEFORE MAKING ANY DECISION REGARDING TENDERING THEIR SHARES.** Investors and security holders may obtain a free copy of these statements (when available) and other documents filed with the SEC at the website maintained by the SEC at www.sec.gov or by directing such requests to Parent's information 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/ Jeffrey Kersten
Name: Jeffrey Kersten
Title: Chief Financial Officer

Dated: July 12, 2019

Exhibit 10.1

AMENDATORY AGREEMENT

AMENDATORY AGREEMENT (this "Amendment"), dated as of July 12, 2019, to the Second Amended and Restated Employment Agreement, dated as of August 31, 2016, and as further amended (the "Employment Agreement"), between Tower Automotive Operations USA I, LLC, a Delaware limited liability company (the "Company"), and James C. Gouin (the "Employee"). (The Company and the Employee are each a "Party" and, collectively, the "Parties".)

RECITALS:

WHEREAS, pursuant to that certain Agreement and Plan of Merger, dated July 12, 2019, by and among Tower International, Inc., a Delaware corporation ("Tower"), Autokiniton US Holdings, Inc., a Delaware corporation ("Parent"), and (iii) Tiger Merger Sub, Inc., a Delaware corporation and a wholly owned subsidiary of Parent ("Merger Sub") (the "Merger Agreement"), Merger Sub will commence a cash tender offer (the "Offer") to purchase any and all of the outstanding shares of common stock of Tower, par value $0.01 per share on the terms set forth in the Merger Agreement and, if such Offer is consummated, Merger Sub will merge with and into Tower (the "Merger"), with Tower surviving the Merger as a direct, wholly owned Subsidiary of Parent;

WHEREAS, the Company desires to enter into this Amendatory Agreement in order to induce the Employee to remain employed with the Company and to afford Employee peace of mind that he will be eligible to receive the full benefits of the Employment Agreement (i) following the Merger, or (ii) in the event that any other "Change in Control" (as defined in the Employment Agreement) occurs as a result of a definitive transaction agreement entered into by Tower on or before December 31, 2019 (an "Alternative Change in Control Event");

WHEREAS, the Parties desire to amend the Employment Agreement to clarify that "Good Reason" thereunder will exist if, as a result of a "Change in Control" (as defined therein), the Employee ceases to be the Chief Executive Officer of a company whose common stock is publicly traded; and

WHEREAS, the Parties desire to further amend the Employment Agreement to provide for a gross-up of any taxes that may be incurred by the Employee under Section 4999 of the Internal Revenue Code of 1986, as amended, and as a result of any such gross-up payment by virtue of any payments and benefits the Employee becomes entitled to in connection with or as a result of the Merger or any Alternative Change in Control Event;

NOW, THEREFORE, in consideration of the premises set forth in the above Recitals and other good and valuable consideration, the Parties hereby agree as follows:

1. The next to last paragraph of Section 5.1 of the Employment Agreement is hereby amended by adding the following at the end thereof:

"Notwithstanding anything contained in this Agreement to the contrary, "Good Reason" shall be deemed to exist if, in connection with or following a Change in Control, Tower's common stock ceases to be publicly-traded on a national securities exchange (unless the Employee becomes (or continues as) the Chief Executive Officer of the ultimate parent entity of, or successor to, Tower, and the common stock of such parent entity or successor, as applicable, is publicly traded on a national securities exchange)."

2. Section 5.3(e) of the Employment Agreement is hereby amended in its entirety, to read as set forth below; provided, however, that if (i) the Merger Agreement terminates without consummation of the Merger, and (ii) no Alternative Change in Control Event occurs, then the amendment set forth in this paragraph 2 shall be void *ab initio* and Section 5.3(e) of the Employment Agreement shall automatically revert to its terms as in effect immediately prior to the date hereof:

"(e) Notwithstanding any other provision of this Agreement or any other plan, arrangement or agreement to the contrary, if any of the payments or benefits provided or to be provided by the Company or its affiliates to the Employee or for the Employee's benefit pursuant to the terms of this Agreement or otherwise ("Covered Payments") constitute parachute payments ("Parachute Payments") within the meaning of Section 280G of the Code and will be subject to the excise tax imposed under Section 4999 of the Code (or any successor provision thereto) or any interest or penalties with respect to such excise tax (collectively, the "Excise Tax"), then the Company shall pay to the Employee, no later than the time the Excise Tax is required to be paid by the Employee or withheld by the Company, an additional amount (the "Gross-up Payment") equal to the sum of the Excise Tax payable by the Employee, plus the amount necessary to put the Employee in the same after-tax position (taking into account any and all applicable federal, state, local and foreign income, employment and excise taxes (including the Excise Tax and any income and employment taxes imposed on the Gross-up Payment)) that the Employee would have been in if the Employee had not incurred any tax liability under Section 4999 of the Code.

The determination of whether a Gross-up Payment will be required, and of the amount of such Gross-up Payment, shall initially be made (at the Company's expense) by a nationally recognized registered public accounting firm reasonably acceptable to the Company and the Employee prior to the time the Excise Tax is required to be paid by the Employee or withheld by the Company, and shall be made applying the assumptions that the Employee will pay federal income taxes at the highest marginal rate of federal income taxation applicable to individuals for the calendar year in which the Gross-up Payment is to be made, and state and local income taxes at the highest marginal rates of individual taxation in the state and locality of Executive's residence at the time. In light of the uncertainty in applying Sections 280G and 4999 of the Code, if it is subsequently determined that the Gross-up Payment is not sufficient to put the Employee in the same after-tax position (taking into account any and all applicable federal, state, local and foreign income, employment and excise taxes (including the Excise Tax and such taxes imposed on the Gross-up Payment)) that the Employee would have been in if the Employee had not incurred the Excise Tax, then the Company shall promptly pay to or for the benefit of the Employee such additional amounts necessary to put the Employee in the same after-tax position that the Employee would have been in if the Excise Tax had not been imposed. In the event that a written ruling of the Internal Revenue Service ("IRS") is obtained by or on behalf of the Company or the Employee, which provides that the Employee is not required to pay, or is entitled to a refund with respect to, all or a portion of the Excise Tax, then the Employee shall reimburse the Company in an amount equal to the Gross-up Payment, less any amounts which remain payable by or are not refunded to the Employee, within thirty (30) days of the date of the IRS determination or

the date the Employee receives the refund, as applicable. The Employee and the Company shall reasonably cooperate with each other in connection with any administrative or judicial proceedings concerning the existence or amount of liability for the Excise Tax; provided that, if the Company decides to contest a claim by the IRS relating to the Excise Tax, then the Company shall bear and pay directly or indirectly all costs and expenses (including any additional interest and penalties and any legal and accounting fees and expenses) incurred in connection with such action and shall indemnify and hold the Employee harmless, on an after-tax basis, for any Excise Tax or income tax, including interest and penalties with respect thereto, imposed as a result of the Company's action."

3. Miscellaneous. This Amendment, together with the Employment Agreement, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, that may have related in any way to the subject matter hereof. This Amendment shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No amendment or waiver of any provision of this Amendment shall be valid unless the same shall be in writing and signed by each Party bound thereby. This Amendment may be executed by the Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Amendment by facsimile or pdf email transmission shall be effective as delivery of a manually executed counterpart hereof.

[Signature page follows]

IN WITNESS WHEREOF, each of the Parties has executed this Amendment effective as of the day and year first above written.

TOWER AUTOMOTIVE OPERATIONS USA I, LLC

By: /s/ Mark Flynn
Name: Mark Flynn
Title: Sr. Vice President Global Human Resources

/s/ James C. Gouin
James C. Gouin

Exhibit 10.2

AMENDATORY AGREEMENT

AMENDATORY AGREEMENT (this "Amendment"), dated as of July 12, 2019, to the Amended and Restated Employment Agreement, dated as of August 31, 2016, and as further amended (the "Employment Agreement"), between Tower Automotive Operations USA I, LLC, a Delaware limited liability company (the "Company"), and Jeffrey Kersten (the "Employee"). (The Company and the Employee are each a "Party" and, collectively, the "Parties".)

RECITALS:

WHEREAS, pursuant to that certain Agreement and Plan of Merger, dated July 12, 2019, by and among Tower International, Inc., a Delaware corporation ("Tower"), Autokiniton US Holdings, Inc., a Delaware corporation ("Parent"), and (iii) Tiger Merger Sub, Inc., a Delaware corporation and a wholly owned subsidiary of Parent ("Merger Sub") (the "Merger Agreement"), Merger Sub will commence a cash tender offer (the "Offer") to purchase any and all of the outstanding shares of common stock of Tower, par value $0.01 per share on the terms set forth in the Merger Agreement and, if such Offer is consummated, Merger Sub will merge with and into Tower (the "Merger"), with Tower surviving the Merger as a direct, wholly owned Subsidiary of Parent;

WHEREAS, the Company desires to enter into this Amendatory Agreement in order to induce the Employee to remain employed with the Company in light of the Merger; and

WHEREAS, the Parties desire to amend the Employment Agreement to clarify that "Good Reason" thereunder will exist if, as a result of a "Change in Control" (as defined therein), the Employee ceases to be the Chief Financial Officer of a company whose common stock is publicly traded;

NOW, THEREFORE, in consideration of the premises set forth in the above Recitals and other good and valuable consideration, the Parties hereby agree as follows:

1. The next to last paragraph of Section 5.3(e) of the Employment Agreement is hereby amended by adding the following at the end thereof:

"Notwithstanding anything contained in this Agreement to the contrary, "Good Reason" shall be deemed to exist if, in connection with or following a Change in Control, Tower's common stock ceases to be publicly traded on a national securities exchange (unless the Employee becomes (or continues as) the Chief Financial Officer of the ultimate parent entity of, or successor to, Tower, and the common stock of such parent entity or successor, as applicable, is publicly traded on a national securities exchange)."

2. Miscellaneous. This Amendment, together with the Employment Agreement, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, that may have related in any way to the subject matter hereof. This Amendment shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No amendment or waiver of any provision of this Amendment shall be valid unless the same shall be in writing and signed by each Party bound thereby. This Amendment may be executed by the Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Amendment by facsimile or pdf email transmission shall be effective as delivery of a manually executed counterpart hereof.

[Signature page follows]

IN WITNESS WHEREOF, each of the Parties has executed this Amendment effective as of the day and year first above written.

TOWER AUTOMOTIVE OPERATIONS USA I, LLC

By: /s/ James C. Gouin
Name: James C. Gouin
Title: President and CEO

/s/ Jeffrey Kersten
Jeffrey Kersten

Exhibit 10.3

AMENDATORY AGREEMENT

AMENDATORY AGREEMENT (this "Amendment"), dated as of July 12, 2019, to the Amended and Restated Employment Agreement, dated as of December 18, 2018, and as further amended (the "Employment Agreement"), between Tower Automotive Operations USA I, LLC, a Delaware limited liability company (the "Company"), and Nanette Dudek (the "Employee"). (The Company and the Employee are each a "Party" and, collectively, the "Parties".)

RECITALS:

WHEREAS, pursuant to that certain Agreement and Plan of Merger, dated July 12, 2019, by and among Tower International, Inc., a Delaware corporation ("Tower"), Autokiniton US Holdings, Inc., a Delaware corporation ("Parent"), and (iii) Tiger Merger Sub, Inc., a Delaware corporation and a wholly owned subsidiary of Parent ("Merger Sub") (the "Merger Agreement"), Merger Sub will commence a cash tender offer (the "Offer") to purchase any and all of the outstanding shares of common stock of Tower, par value $0.01 per share on the terms set forth in the Merger Agreement and, if such Offer is consummated, Merger Sub will merge with and into Tower (the "Merger"), with Tower surviving the Merger as a direct, wholly owned Subsidiary of Parent;

WHEREAS, the Company desires to enter into this Amendatory Agreement in order to induce the Employee to remain employed with the Company and to afford Employee peace of mind that she will be eligible to receive the full benefits of the Employment Agreement (i) following the Merger, or (ii) in the event that any other "Change in Control" (as defined in the Employment Agreement) occurs as a result of a definitive transaction agreement entered into by Tower on or before December 31, 2019 (an "Alternative Change in Control Event");

WHEREAS, the Parties desire to amend the Employment Agreement to provide that the Employee will be entitled to a retention payment if she remains employed with Tower or a successor thereto or affiliate thereof for one year following a "Change in Control" (as defined therein); and

WHEREAS, the Parties desire to further amend the Employment Agreement to provide for a gross-up of any taxes that may be incurred by the Employee under Section 4999 of the Internal Revenue Code of 1986, as amended, and as a result of any such gross-up payment by virtue of any payments and benefits the Employee becomes entitled to in connection with or as a result of the Merger or any Alternative Change in Control Event;

NOW, THEREFORE, in consideration of the premises set forth in the above Recitals and other good and valuable consideration, the Parties hereby agree as follows:

1. The first two paragraphs of Section 5.3(e) of the Employment Agreement (concerning Section 280G of the Internal Revenue Code of 1986, as amended) are deleted in their entirety; provided, however, that if (i) the Merger Agreement terminates without consummation of the Merger, and (ii) no Alternative Change in Control Event occurs, then this sentence shall be void *ab initio* and Section 5.3(e) of the Employment Agreement shall automatically revert to its terms as in effect immediately prior to the date hereof. For avoidance of doubt, the last three paragraphs of Section 5.3 (concerning compliance with Section 6 of the Employment Agreement and defining "Good Reason") shall remain in effect.

2. "Section 5.6 is hereby added to the Employment Agreement, to read as follows:

"5.6 Retention Payment. Notwithstanding anything contained herein to the contrary, without limiting the payments and benefits the Employee may otherwise be entitled to under Sections 5.1, 5.2 or 5.3, the Employee shall be entitled to a "Retention Payment" (as defined below) payable in a single lump sum payment on or within ten (10) days after the one-year anniversary of a Change in Control (the "CIC Anniversary Date") if the Employee remains in the employment or service of Tower (or any successor thereto or affiliate thereof) through such CIC Anniversary Date.

The "Retention Payment" shall be equal to two (2) times the sum of (i) the Employee's annualized rate of Base Salary in effect on the date of such Change in Control (the "Retention Salary Component"), and (ii) the Employee's target bonus for the year in which such Change in Control occurs (the "Retention Bonus Component"). If the Employee terminates employment after the CIC Anniversary Date but on or before the two-year anniversary of such Change in Control, and becomes entitled to payments and/or benefits under Section 5.3, then the Employee shall be entitled to receive all amounts and benefits set forth in Section 5.3 except that the CIC Base Severance Amount and the CIC Bonus Severance Amount under Section 5.3 shall be reduced, respectively, by the Retention Salary Component and the Retention Bonus Component. For avoidance of doubt, without limiting any other amounts or benefits that the employee becomes entitled to under Section 5.3, if the preceding sentence applies, the Employee shall be entitled to payment of a pro-rated bonus for the year of termination in accordance with Section 5.3(b)(i)(B) without reduction or offset for any portion of the Retention Payment. If the Employee terminates employment after the two-year anniversary of the CIC Anniversary Date, no amounts or benefits that the Employee may be entitled to under Sections 5.2 or 5.3 shall be reduced or offset by the Retention Payment. The Retention Payment shall be subject to applicable income and payroll tax withholdings and other authorized deductions.

The Company may condition the Retention Payment upon the Employee's execution (and non-revocation) of a Release; provided that the Release is furnished to the Employee at least twenty-one (21) days prior to the CIC Anniversary Date."

3. Section 5.7 is hereby added to the Employment Agreement, to read as set forth below; provided, however, that if (i) the Merger Agreement terminates without consummation of the Merger, and (ii) no Alternative Change in Control Event occurs, then the amendment set forth in this paragraph 3 shall be void *ab initio*:

"5.7 Tax Gross-up. Notwithstanding any other provision of this Agreement or any other plan, arrangement or agreement to the contrary, if any of the payments or benefits provided or to be provided by the Company or its affiliates to the Employee or for the Employee's benefit pursuant to the terms of this Agreement or otherwise ("Covered Payments") constitute parachute payments ("Parachute Payments") within the meaning of Section 280G of the Code and will be subject to the excise tax imposed under Section 4999 of the Code (or any successor provision thereto) or any interest or penalties with respect to such excise tax (collectively, the "Excise Tax"), then the Company shall pay to the Employee, no later than the time the Excise Tax is required to be paid by the Employee or withheld by the Company, an additional amount (the "Gross-up Payment") equal to the sum of the Excise Tax payable by the Employee, plus the amount necessary to put the Employee in the same after-tax position (taking into account any and all applicable federal, state, local and foreign income, employment and excise taxes (including the

Excise Tax and any income and employment taxes imposed on the Gross-up Payment)) that the Employee would have been in if the Employee had not incurred any tax liability under Section 4999 of the Code.

The determination of whether a Gross-up Payment will be required, and of the amount of such Gross-up Payment, shall initially be made (at the Company's expense) by a nationally recognized registered public accounting firm reasonably acceptable to the Company and the Employee prior to the time the Excise Tax is required to be paid by the Employee or withheld by the Company, and shall be made applying the assumptions that the Employee will pay federal income taxes at the highest marginal rate of federal income taxation applicable to individuals for the calendar year in which the Gross-up Payment is to be made, and state and local income taxes at the highest marginal rates of individual taxation in the state and locality of Executive's residence at the time. In light of the uncertainty in applying Sections 280G and 4999 of the Code, if it is subsequently determined that the Gross-up Payment is not sufficient to put the Employee in the same after-tax position (taking into account any and all applicable federal, state, local and foreign income, employment and excise taxes (including the Excise Tax and such taxes imposed on the Gross-up Payment)) that the Employee would have been in if the Employee had not incurred the Excise Tax, then the Company shall promptly pay to or for the benefit of the Employee such additional amounts necessary to put the Employee in the same after-tax position that the Employee would have been in if the Excise Tax had not been imposed. In the event that a written ruling of the Internal Revenue Service ("IRS") is obtained by or on behalf of the Company or the Employee, which provides that the Employee is not required to pay, or is entitled to a refund with respect to, all or a portion of the Excise Tax, then the Employee shall reimburse the Company in an amount equal to the Gross-up Payment, less any amounts which remain payable by or are not refunded to the Employee, within thirty (30) days of the date of the IRS determination or the date the Employee receives the refund, as applicable. The Employee and the Company shall reasonably cooperate with each other in connection with any administrative or judicial proceedings concerning the existence or amount of liability for the Excise Tax; provided that, if the Company decides to contest a claim by the IRS relating to the Excise Tax, then the Company shall bear and pay directly or indirectly all costs and expenses (including any additional interest and penalties and any legal and accounting fees and expenses) incurred in connection with such action and shall indemnify and hold the Employee harmless, on an after-tax basis, for any Excise Tax or income tax, including interest and penalties with respect thereto, imposed as a result of the Company's action."

4. Miscellaneous. This Amendment, together with the Employment Agreement, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior understandings, agreements, or

representations by or between the Parties, written or oral, that may have related in any way to the subject matter hereof. This Amendment shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No amendment or waiver of any provision of this Amendment shall be valid unless the same shall be in writing and signed by each Party bound thereby. This Amendment may be executed by the Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Amendment by facsimile or pdf email transmission shall be effective as delivery of a manually executed counterpart hereof.

[Signature page follows]

IN WITNESS WHEREOF, each of the Parties has executed this Amendment effective as of the day and year first above written.

TOWER AUTOMOTIVE OPERATIONS USA I, LLC

By: /s/ James C. Gouin
Name: James C. Gouin
Title: President and CEO

/s/ Nanette Dudek
Nanette Dudek