

PNC Bank, National Association  
International Trade Service Operations  
500 First Avenue - 2nd Floor  
Pittsburgh, PA 15219  
Mail Stop: P7-PF5C-02-T

Customer Service: 1-800-682-4689  
SWIFT Address: PNCCUS33



DATE: MARCH 02, 2016

BENEFICIARY:  
U.S. ENVIRONMENTAL PROTECTION  
AGENCY  
77 WEST JACKSON BOULEVARD, LU-9J  
CHICAGO, IL 60604-3590

APPLICANT:  
TECUMSEH PRODUCTS COMPANY  
5683 HINES DRIVE  
ANN ARBOR, MI 48108

ATTENTION: JOSEPH KELLY, PROJECT  
MANAGER

AMENDMENT TO IRREVOCABLE STANDBY LETTER OF CREDIT

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OUR REFERENCE: 18122401-00-000  
AMENDMENT NUMBER: 1

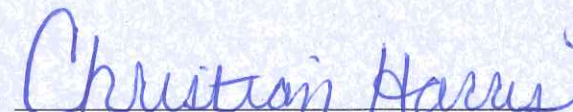
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WE HEREBY AMEND OUR IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER  
18122401-00-000 AS FOLLOWS:

THIS LETTER OF CREDIT WILL INCREASE ON MARCH 30, 2016 BY  
USD\$1,609,400.00 TO A NEW BALANCE OF USD\$3,683,200.00.

BENEFICIARY'S COMPLETE NAME AND ADDRESS:  
REGIONAL ADMINISTRATOR  
REGION 5  
U.S. ENVIRONMENTAL PROTECTION AGENCY  
77 WEST JACKSON BOULEVARD, LU-9J  
CHICAGO, IL 60604-3590

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

  
PNC BANK, NATIONAL ASSOCIATION  
INTERNATIONAL TRADE SERVICE OPERATIONS



Original Issue Date: September 2, 2014  
Updated on: July 11, 2016

Account Name: **Tecumseh Products Company Stand-by Trust Agreement (the "Fund")**

This side letter ("Side Letter") shall apply to the Tecumseh Products Company Stand-by Trust Agreement ("Trust Agreement") by and between Tecumseh Products Company ("Grantor") and PNC Bank, National Association, as Trustee ("Trustee"), for the benefit of the United States Environmental Protection Agency ("Beneficiary"), dated September 2, 2014, as replaced in its entirety by a Stand-by Trust Agreement, dated July 11, 2016. To the extent that any provisions of this Side Letter are inconsistent or conflict with the provisions of the Trust Agreement, insofar as such provisions affect the rights and obligations by and between Grantor and Trustee, the provisions of this Side Letter shall control. It is acknowledged that the provisions of this Side Letter will not be applicable to or binding upon Beneficiary.

1. The Trustee shall have only those duties as are specifically and expressly provided in the Trust Agreement and this Side Letter, and no other duties or obligations shall be implied. All of the duties of the Trustee under the Trust Agreement and hereunder are and shall be deemed purely ministerial in nature. The Trustee shall under no circumstances whatsoever be considered a fiduciary for the Grantor or for any other person or entity, except, solely to the extent set forth in the Trust Agreement, the Beneficiary. The Trustee shall neither be responsible for, nor chargeable with, knowledge of, nor have any requirement to comply with, the terms and conditions of any other agreement, instrument or document (collectively, "Agreements"), between the Grantor and Beneficiary, in connection herewith, if any, nor shall the Trustee be required to determine if Grantor, Beneficiary or any other person or entity has complied with any such Agreements, nor shall any additional obligations of the Trustee be inferred from the terms of such Agreements, even though reference thereto may be made in this Side Letter or the Trust Agreement. The Trustee may rely upon and shall not be liable for acting or refraining from acting upon any written notice, document, instruction, direction, certificate or request (collectively, "Instructions"), furnished to the Trustee hereunder or under the Trust Agreement and reasonably believed by the Trustee to be genuine and to have been signed or presented by an Authorized Person (as defined herein) without inquiry and without requiring substantiating evidence of any kind. The Trustee shall be under no duty to inquire into or investigate the validity, accuracy or content of any Instruction. The Trustee shall have no duty to solicit any payments which may be due it or the account(s) established under the Trust Agreement, including, without limitation, any initial deposit, nor shall the Trustee have any duty or obligation to confirm or verify the accuracy or correctness of any amounts deposited with it or withdrawn from it hereunder or under the Trust Agreement. To the extent Grantor provides any Instructions, Grantor represents warrants and covenants that each Instruction so provided shall comply with applicable laws and regulations.

2. The Trustee shall not be liable to the Grantor for any action taken, suffered or omitted to be taken by it except to the extent that the Trustee's gross negligence or willful misconduct was the cause of any loss. The Trustee may execute any of its powers and perform any of its duties hereunder and under the Trust Agreement directly or through affiliates or agents. The Trustee may consult with counsel, accountants and other skilled persons to be selected and retained by it. The Trustee shall not be liable for any action taken, suffered or omitted to be taken by it in accordance with, or in reliance upon, the advice or opinion of any such counsel, accountants or other skilled persons. Anything in this Side Letter or the Trust Agreement to the contrary notwithstanding, in no event shall the Trustee be liable for special, incidental, punitive, indirect or consequential losses or damages of any kind whatsoever (including but not

limited to lost profits), even if the Trustee has been advised of the likelihood of such losses or damages and regardless of the form of action.

3. In the administration of the Trust Agreement or this Side Letter, the Trustee may request the Instruction of the Beneficiary and/or the Grantor prior to taking, suffering or omitting any action thereunder or hereunder, and the Trustee may rely upon any such Instruction of the Beneficiary and/or the Grantor reasonably believed by it to be genuine and to have been signed or presented by an Authorized Person without inquiry and without requiring substantiating evidence of any kind.

4. Consistent with the Trust Agreement, the Grantor hereby agrees (i) to pay the Trustee upon the execution of the Trust Agreement and from time to time thereafter reasonable compensation for its services as provided in Schedule 1 attached hereto and agrees (ii) to pay or reimburse the Trustee upon request for all expenses, disbursements and advances, including reasonable attorneys' fees and expenses, incurred or made by it in connection with the performance of its duties or exercise of its rights under the Trust Agreement and/or this Side Letter.

5. Grantor acknowledges and agrees that the trust created under the Trust Agreement is a standby trust and as such shall have no assets until such time as proceeds of the Letter of Credit referenced on Exhibit A to the Trust Agreement may be paid into the Fund. Attached as Schedule 2 hereto is a list of permitted investments for the Fund approved by the Grantor and accepted by the Trustee (the "Approved Investments"). At such time as Fund has assets, if any, the Trustee shall invest such assets in the Approved Investments, as directed from time to time by Instructions from the Grantor. The Grantor recognizes and agrees that the Trustee is a directed Trustee and will not provide supervision, recommendations or advice relating to either the investment of moneys held in the Fund or the purchase, sale, retention or other disposition of any Fund assets, including Approved Investments. Grantor acknowledges that the Trustee and its affiliate(s), as the case may be, may provide investment advisory and other services to, and receive compensation from, such Approved Investments and Grantor agrees that the Trustee and its affiliate(s) may be separately and additionally compensated for such services. The Trustee is hereby authorized to execute purchases and sales of Approved Investments through the facilities of its own trading or capital markets operations or those of any affiliated entity. Except with respect to the statements required by the Trust Agreement, the Trustee has no responsibility whatsoever to determine the market or other value of any assets of the Fund. The Trustee shall not have any liability for any loss sustained as a result of any investment in an Approved Investment made pursuant to the terms of the Trust Agreement or this Side Letter or as a result of any liquidation of any Approved Investment prior to its maturity or for the failure of the Grantor to give the Trustee Instructions to invest or reinvest the assets of the Fund. The Trustee shall have the right to liquidate any assets of the Fund in order to provide funds necessary to make required payments under the Trust Agreement.

**Grantor acknowledges and understands that securities available through the Trustee, including shares of mutual funds, are not backed by or guaranteed by the Trustee or its affiliates and are not bank deposits, nor are they insured by, issued by, guaranteed by or obligations of the FDIC, the Federal Reserve Board, or any other government agency, and in addition mutual fund shares are not issued by, guaranteed by or obligations of any government agency or bank. Such securities involve investment risks, including possible loss of value. An investment in money market mutual funds is neither insured nor guaranteed by the U.S. Government and there can be no assurance that such funds will be able to maintain a stable net asset value of \$1.00 per share. For more complete information about mutual funds selected, including charges and expenses, refer to the prospectus for each such fund. Grantor acknowledges (i) that Grantor understands the information set forth in this Section 5, and (ii) receipt and review of the prospectus or summary prospectus for the mutual fund(s) selected.**

6. The Grantor shall indemnify, defend and hold harmless the Trustee and its affiliates and their respective successors, assigns, directors, officers, agents and employees (the "Indemnitees") from and against any and all losses, damages, claims, liabilities, penalties, judgments, settlements, litigation, investigations, costs or expenses (including, without limitation, the reasonable fees and expenses of outside counsel, accountants and experts and their staffs and all expenses of document location, duplication and shipment) (collectively, "Losses") arising out of or in connection with (i) the Trustee's execution and performance of services under or in connection with the Trust Agreement and/or this Side Letter or (ii) its following any Instructions from the Grantor or Beneficiary, whether joint or singular; except to the extent in either case that the Losses have been caused by the gross negligence or willful misconduct of the Trustee. The Grantor acknowledges that the indemnity obligations set forth in this Side Letter are in addition to any indemnity obligations set forth in the Trust Agreement, and shall survive the resignation, replacement or removal of the Trustee or the termination of the Trust Agreement.

7. In accordance with, and not in limitation of, Section 11 of the Trust Agreement, Trustee may resign upon the giving of ninety (90) days prior written notice to Grantor and Beneficiary. In such event, the Trustee shall deliver the balance of the moneys or assets then in the Fund to a successor Trustee as shall be appointed by Grantor and evidenced by a written notice filed with the Trustee. If, for any reason, the Grantor cannot or does not act to appoint a successor Trustee prior to the expiration of ninety (90) days following receipt of the notice of resignation, the Trustee may appoint a successor Trustee or may petition any court of competent jurisdiction for the appointment of a successor Trustee or for other appropriate relief.

8. All instructions, directions, approvals, consents, revocations, terminations and similar communications ("Instructions") with respect to the Fund and the Agreement given to Trustee by Grantor shall be in writing, signed by the Grantor (or a person authorized to act on behalf of the Grantor as set forth on Exhibit B to the Trust Agreement) and delivered to the Trustee's employee assigned responsibility for the Fund ("account officer(s)"). Instructions may be delivered to such account officer(s) in person or by U.S. Mail, overnight courier, facsimile or email, provided, that the Grantor may not rely upon the Trustee's receipt of such Instructions and Trustee shall not be obligated to act on such Instructions until the account officer(s) has confirmed to the Grantor that the Instructions have been received and accepted by the Trustee. E-mail Instructions shall be deemed signed by the Grantor (or a person authorized to act on behalf of the Grantor as set forth on Exhibit B to the Trust Agreement) if sent from an e-mail address provided by the Grantor to Trustee on Exhibit B to the Trust Agreement or otherwise in the form of an Instruction pursuant to this Section 8. Telephone, telephone voice messaging, and other forms of telephonic or oral communication shall not constitute written Instructions. The Trustee's execution of any Instructions requires a commercially reasonable period of time for processing and is subject to the Trustee's customary processing deadlines, mutual fund company processing deadlines and applicable market closings.

Exhibit B to the Trust Agreement sets forth the person or persons designated by the Grantor as authorized to provide Instructions to the Trustee (each, an "Authorized Person"). The Authorized Persons on Exhibit B to the Trust Agreement may be changed only in a writing actually received and acknowledged by the Trustee.

9. Except for Instructions which are governed by Section 8 above, any notice or other communication required or permitted to be given under the Trust Agreement or this Side Letter by any party thereto to any other party thereto shall be considered as properly given if in writing and (i) delivered personally or by a nationally recognized overnight courier against receipt therefor or (ii) mailed by registered or certified mail, return receipt requested and postage as set forth below:

If to Trustee:

PNC Bank, National Association.  
755 West Big Beaver Road, Suite 1500  
Troy, MI 48084  
Attn: David Reid  
Facsimile No.: (248) 729-8159  
Telephone No.: (248) 729-8352

If to Grantor:

Tecumseh Products Company  
5683 Hines Drive  
Ann Arbor, MI 48108  
Attn: Michael Bauersfeld  
Facsimile No: (734) 352-3781  
Telephone No.:(734) 585-9586

Notwithstanding the above, in the case of communication delivered to the Trustee, such communications shall be deemed to have been given on the date received by an officer of the Trustee.

10. The Grantor shall provide the Trustee with such information as the Trustee shall reasonably require in order to permit the Trustee to comply with its obligations under the USA Patriot Act (the "Act"). Grantor (and any other party identified in the Trust Agreement or this Side Letter who may become entitled to receive a distribution of all or a portion of the Fund) shall complete and deliver to the Trustee the Trustee's form of "Beneficial Owner Disclosure." The Trustee shall not credit any amount of interest or investment proceeds earned on the Fund, or make any payment of all or a portion of the Fund, to any person or entity unless such person or entity has provided the Trustee with a Beneficial Owner Disclosure and such other documents as the Trustee may require to permit the Trustee to comply with its obligations under the Act.

11. The Grantor has provided the Trustee with its fully executed Internal Revenue Service ("IRS") Form W-8, or W-9 and/or other required documentation. All interest or other income earned under the Trust Agreement shall be allocated to Grantor and reported, as and to the extent required by law, by the Trustee to the IRS, or any other taxing authority, on IRS Form 1099 or 1042S (or other appropriate form) as income earned from the funds deposited under the Trust Agreement by Grantor whether or not said income has been distributed during such year. Trustee shall withhold any taxes it deems appropriate, including but not limited to required withholding in the absence of proper tax documentation, and shall remit such taxes to the appropriate authorities.

12. Grantor agrees that by providing telephone number(s) to Trustee, now or at any later time, the Grantor authorizes the Trustee and its affiliates and designees to contact the Grantor regarding the Fund at such numbers using any means, including, but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or leaving prerecorded messages or sending ext messages, even if charges may be incurred for the calls or text messages. Grantor consents that any phone call with the Trustee may be monitored or recorded by the Trustee.

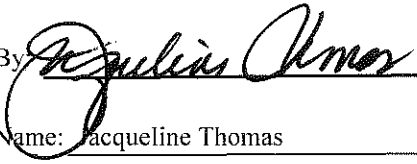
13. The Trustee shall not be obligated to perform any duty under the Trust Agreement or this Side Letter, and shall not incur any liability for the nonperformance or breach of any obligation thereunder, to the extent that the Trustee is delayed in performing, unable to perform or breaches such obligation because of acts of God, war, terrorism, fire, floods, strikes, electrical outages, equipment or transmission failure, or other causes reasonably beyond its control.

14. In case any provision in this Side Letter shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. In case any provision in this Side Letter shall conflict with the terms of the Trust Agreement, but solely with respect to the Beneficiary, the terms of the Trust Agreement shall control.

15. All signatures of the parties to this Side Letter may be transmitted by facsimile, and such facsimile will, for all purposes, be deemed to be the original signature of such party whose signature it reproduces, and will be binding upon such party.

**[Signatures on Following Page]**

**PNC Bank, National Association**

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

Name: Jacqueline Thomas

Title: Senior Vice President

Date: 7/21/16

**Tecumseh Products Company**

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

Name: Michael Bauersfeld

Title: EVP, CFO and Treasurer

Date: 7/18/16, 2016

**SCHEDULE 1**

**Fee Schedule**

\$5,000 annual fee.

**SCHEDULE 2**

**List of Permitted Investments**

\_\_\_\_ (PAIXX) PNC Advantage Institutional Treasury Money Market Fund (Institutional Class)

## Standby Trust Agreement

Standby Trust Agreement ("Agreement") entered into as of September 2, 2014, and updated as of July 11, 2016, by and between Tecumseh Products Company, a Michigan Corporation ("Grantor"), and PNC Bank, National Association, a national bank ("Trustee").

Whereas, Grantor and the United States Environmental Protection Agency ("U.S. EPA"), an agency of the United States Government, are parties to an Administrative Order on Consent, U.S. EPA Docket No: RCRA-05-2010-0012 (the "AOC"), dated March 25, 2010 entered into in accordance with the authority of the Resource Conservation and Recovery Act of 1976 as amended, which requires certain assurances of financial responsibility for completing the work as outlined in the AOC.;

Whereas, the Grantor has elected to establish a standby trust fund into which the proceeds from a letter of credit may be deposited to assure all or part of such financial responsibility for the facility identified in the AOC, located at 100 E. Patterson Street, Tecumseh, Michigan (the "Facility");

Whereas, the Grantor, acting through its duly authorized officers, has selected the Trustee to be the trustee under this agreement, and the Trustee is willing to act as trustee;

Whereas, the trust operations of the Trustee are regulated and examined by a state or federal agency and Trustee has authority to act as trustee; and

Whereas, Trustee is willing to act as trustee;

Now, therefore, the Grantor and the Trustee agree as follows:

### Section 1. Definitions. As used in this Agreement:

(a) The term "Director" means the duly appointed and acting Director of the Land and Chemicals Division of the U.S. EPA, Region 5, or any successor department or agency or his/her authorized representative.

(b) The term "Grantor" means the owner or operator who enters into this Agreement and any successors or assigns of the Grantor.

(c) The term "Trustee" means the Trustee who enters into this Agreement and any successor.

### Section 2. Establishment of Trust Fund.

The Grantor and the Trustee hereby establish a standby trust fund, hereinafter the "Trust Fund," for the benefit of U.S. EPA. The Grantor and the Trustee intend that no third party have access to the Fund except as herein provided. The Trust Fund shall consist of the proceeds of the letter of credit if and when deposited into the Trust Fund. Such proceeds and any other property subsequently transferred to the Trustee is collectively referred to as the Trust Fund, together with all earnings and profits thereon, less any payments or distributions made by the Trustee pursuant to this Agreement. The Trust Fund shall be held by the Trustee, in trust, as hereinafter provided.

### Section 3. Payment for Corrective Action under the AOC.

The Trustee shall make payments from the Trust Fund as the Director shall direct, in writing, to provide for the payment of the costs of corrective action pursuant to the AOC. The Trustee shall reimburse the Grantor or other person as specified by the Director from the Trust Fund for such

corrective action work in such amounts as the Director shall direct in writing. In addition, the Trustee shall refund to the Grantor such amounts as the Director specifies in writing. Upon refund, such funds shall no longer constitute part of the Fund as defined herein.

#### Section 4. Payments Comprising the Trust Fund.

Payments made to the Trustee by the Grantor shall consist of the proceeds from the letter of credit drawn upon by the Trustee, as described on Exhibit A.

The Trustee shall not be responsible nor shall it undertake any responsibility for the amount or adequacy of, nor any duty to collect from the Grantor, any payments necessary to discharge any liabilities of the Grantor as required by the AOC.

#### Section 5. Trustee Management.

The Trustee shall invest and reinvest the principle and income, in accordance with general investment policies and guidelines that the Grantor may communicate in writing to the Trustee from time to time, subject however, to the provisions of this section. In investing, reinvesting, exchanging, selling, and managing the Trust Fund, the Trustee shall discharge his duties with respect to the Trust Fund solely in the interest of the beneficiary and with the care, skill, prudence, and diligence under the circumstances then prevailing that persons of prudence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims; except that:

(i) Securities or other obligations of the Grantor, or any other owner or operator of the facilities, or any of their affiliates as defined in the Investment Company Act of 1940, as amended, 15 U.S.C. 80a-2(a), shall not be acquired or held, unless they are securities or other obligations of the federal or a state government;

(ii) The Trustee is authorized to invest the Trust Fund in time or demand deposits of the Trustee, to the extent insured by an agency of the United States of America or a state government; and

(iii) The Trustee is authorized to hold cash awaiting investment or distribution uninvested for a reasonable time and without liability for the payment of interest thereon.

#### Section 6. Commingling and Investment.

The Trustee is expressly authorized in its discretion:

(a) To transfer from time to time any or all of the assets of the Trust Fund to any common, commingled, or collective trust fund created by the Trustee in which the Trust Fund is eligible to participate, subject to all of the provisions thereof, to be commingled with the assets of other trusts participating therein; and

(b) To purchase shares in any investment company registered under the Investment Company Act of 1940, 15 U.S.C. 80a-1 *et seq.*, including one which may be created, managed, underwritten, or to which investment advice is rendered or the shares of which are sold by the Trustee. The Trustee may vote such shares in its discretion.

#### Section 7. Express Powers of Trustee.

Without in any way limiting the powers and discretions conferred upon the Trustee by the other provisions of this Agreement or by law, the Trustee is expressly authorized and empowered:

(a) To sell, exchange, convey, transfer, or otherwise dispose of any property held by it, by public or private sale. No person dealing with the Trustees shall be bound to see to the application of the purchase money or to inquire into the validity or expediency of any such sale or other disposition;

(b) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

(c) To register any securities held in the Trust Fund in its own name or in the name of a nominee and hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities, or to deposit or arrange for the deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the United States of America, or any agency of instrumentality thereof, with a Federal Reserve Bank, but the books and records of the Trustee shall at all times show that all such securities are part of the Trust Fund;

(d) To deposit any cash in the Trust Fund in interest-bearing accounts maintained or savings certificates issued by the Trustee, in its separate corporate capacity, or in any other banking institution affiliated with the Trustee, to the extent insured by an agency of the Federal or State government; and

(e) To compromise or otherwise adjust all claims in favor of or against the Trust Fund.

#### Section 8. Taxes and Expenses.

All taxes of any kind that may be assessed or levied against or in respect of the Trust Fund and all brokerage commissions incurred by the Trust Fund shall be paid from the Trust Fund. All other expenses incurred by the Trustee in connection with the administration of this Trust Fund, including fees for legal services rendered to the Trustee, the compensation of the Trustee (to the extent not paid directly by the Grantor), and all other proper charges and disbursements to the Trustee shall be paid from the Trust Fund.

#### Section 9. Advice of Counsel.

The Trustee may from time to time consult with counsel, who may be counsel to the Grantor, with respect to any question arising as to the construction of this Agreement or any action to be taken hereunder. The Trustee shall be fully protected, to the extent permitted by law, in acting upon the advice of counsel.

#### Section 10. Trustee Compensation.

The Trustee shall be entitled to reasonable compensation for its services as agreed upon in writing from time to time with the Grantor.

#### Section 11. Successor Trustee.

The Trustee may resign by written notice to all parties, or the Grantor may replace the Trustee by written notice to all parties. Such resignation or replacement shall not be effective until the Grantor has appointed a successor trustee and this successor accepts the appointment. If for any reason the Grantor cannot or does not act in the event of the resignation of the Trustee, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor trustee or for instructions. The successor trustee shall have the same powers and duties as those conferred upon the Trustee hereunder. Upon the successor trustee's acceptance of the appointment, the Trustee

shall assign, transfer, and pay over to the successor trustee the funds and properties then held on behalf of the Trust Fund. The successor trustee shall specify the date on which it assumes administration of the Trust Fund in writing sent to the Grantor, the Director, and the present Trustee by certified mail 10 days before such change becomes effective. Any expenses incurred by the Trustee as a result of any of the acts contemplated by this section shall be paid as provided in Section 8.

#### Section 12. Instructions to the Trustee.

All orders, requests, and instructions to the Trustee shall be in writing, signed by such persons as are designated in the attached Exhibit B. The Trustee shall be fully protected in acting without inquiry in accordance with the Grantor's orders, requests, and instructions. All orders, requests, and instructions by the Director to the Trustee shall be in writing, signed by the Director, or its designee, and the Trustee shall act and shall be fully protected in acting in accordance with such orders, requests, and instructions. The Trustee shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any person to act on behalf of the Grantor or the Director hereunder has occurred. The Trustee shall have no duty to act in the absence of such orders, requests, and instructions from the Grantor and/or the Director, except as provided for herein.

#### Section 13. Amendment of Agreement.

This Agreement may be amended by an instrument in writing executed by the Grantor, the Trustee, and the Director, or by the Trustee and the Director if the Grantor ceases to exist.

#### Section 14. Irrevocability and Termination.

Subject to the right of the parties to amend this Agreement as provided in Section 13, this Trust Fund shall be irrevocable and shall continue until terminated at the written agreement of the Grantor, the Trustee, and the Director, or by the Trustee and the Director, if the Grantor ceases to exist. Upon termination of the Trust, all remaining trust property, less final trust administration expenses, shall be paid to the Grantor.

#### Section 15. Immunity and Indemnification.

The Trustee shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust, or in carrying out any directions by the Grantor and the Director issued in accordance with this Agreement. The Trustee shall be indemnified and saved harmless by the Grantor or from the Trust Fund, or both from and against any personal liability to which the Trustee may be subjected by reason of any act or conduct in its official capacity, including all expenses reasonable incurred in its defense in the event the Grantor fails to provide such defense.

#### Section 16. Choice of Law.

This Agreement shall be administered, construed, and enforced according to the laws of the State of Michigan.

#### Section 17. Interpretation.

As used in this Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each Section of this Agreement shall not affect the interpretation of the legal efficacy of this Agreement.

In Witness Whereof the parties have caused this Agreement to be executed by their

respective officers duly authorized and their corporate seals to be hereunto affixed and attested as of the date first above written. The Grantor certifies that the wording of this Agreement is in compliance with the requirements of the AOC.

FOR THE GRANTOR

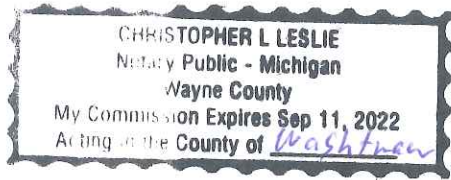
**Tecumseh Products Company**

By: [Signature]  
Name: Michael Bauersfeld  
Title: EVP, CFO and Treasurer

Date: July 11, 2016

STATE OF Michigan )  
 )ss  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this 17 day of July 2016  
by Michael Bauersfeld, the C.F.O. of \_\_\_\_\_  
Tecumseh Products Company, a Michigan corporation, on behalf of the corporation,  
the Grantor named in the foregoing instrument.



[Signature]  
Notary Public  
Washburn County, Michigan  
My Commission Expires: 9-11-2022

FOR THE TRUSTEE

**PNC Bank, National Association**

By: [Signature]  
Name: Deputis Thomas  
Title: SVP

Date: July 11, 2016

STATE OF MI )  
 )ss  
COUNTY OF Oakland )

The foregoing instrument was acknowledged before me this 22 day of July 2016  
by DAVID A. REID, the VICE PRESIDENT of \_\_\_\_\_  
PNC BANK, N.A., a PENNSYLVANIA corporation, on behalf of the corporation,  
the Trustee named in the foregoing instrument.



[Signature]  
Notary Public  
Oakland County, Michigan  
My Commission Expires: Oct. 6, 2017

**EXHIBIT A**

**TRUST ASSETS**

The Trust Fund consist of Irrevocable Standby Letter of Credit Number 18122401-00-000 issued on September 22, 2014, by PNC Bank, National Association, in the initial amount of \$2,073,800.00 (Two million seventy three thousand eight hundred and 00/100 US Dollars), and subsequently amended to increase to \$3,683,200.00 (Three million six hundred eighty three thousand two hundred and 00/100 US Dollars) as of March 30, 2016, and as may be subsequently amended in the future, in favor of U.S. EPA, and any proceeds if the aforementioned Letter of Credit is drawn upon by the beneficiary.

By their signatures below, the parties agree that this Exhibit A is incorporated and made a part of the Trust Agreement dated September 2, 2014 and updated on July 11, 2016.


FOR THE GRANTOR  
**Tecumseh Products Company**

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

Date: July 11, 2016

Name: Michael Bauersfeld  
Title: EVP, CFO and Treasurer

FOR THE TRUSTEE  
**PNC Bank, National Association**

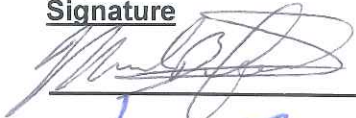
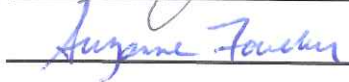
By:  \_\_\_\_\_  
Name: Jacquelin Thomas  
Title: SVP

Date: July 11, 2016

**EXHIBIT B**

**AUTHORIZED SIGNATORIES FOR GRANTOR**

The following persons are authorized to sign orders, requests, certifications of valid claims, and instructions to the Trustee on behalf of the Grantor:

<b><u>Name</u></b>	<b><u>Title</u></b>	<b><u>Signature</u></b>
Michael Bauersfeld	EVP, CFO and Treasurer	 _____
Suzanne Foucher	Corporate Controller	 _____

By their signatures below, the parties agree that this Exhibit B is incorporated and made a part of the Trust Agreement dated September 2, 2014 and updated on July 11, 2016.

FOR THE GRANTOR  
**Tecumseh Products Company**

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

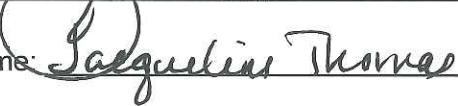
Date: July 11, 2016

Name: Michael Bauersfeld  
Title: EVP, CFO and Treasurer

FOR THE TRUSTEE  
**PNC Bank, National Association**

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

Date: July 11, 2016

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

Title: SVP