

---

---

**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): March 24, 2017**

---

**ALLISON TRANSMISSION HOLDINGS, INC.**  
(Exact name of registrant as specified in its charter)

---

**Delaware**  
(State or other jurisdiction  
of incorporation)

**001-35456**  
(Commission  
File Number)

**26-0414014**  
(IRS Employer  
Identification No.)

**One Allison Way, Indianapolis, Indiana**  
(Address of principal executive offices)

**46222**  
(Zip Code)

**Registrant's telephone number, including area code (317) 242-5000**

**Not Applicable**  
(Former name or former address, if changed since last report)

---

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))
- 
-

**Item 1.01. Entry into a Material Definitive Agreement.**

On March 24, 2017, Allison Transmission Holdings, Inc. (the "Company") and Allison Transmission, Inc. (the "Borrower"), a wholly owned subsidiary of the Company, the several lenders party thereto, Citicorp North America, Inc., as Administrative Agent (the "Administrative Agent"), and the other agents and arrangers party thereto entered into Amendment No. 1 (the "Amendment") to the Amended and Restated Credit Agreement, dated as of September 23, 2016.

The Amendment refinanced approximately \$1,188 million of term loan debt due September 23, 2022 and lowered the applicable margin on such refinanced loans by 0.50% resulting in an interest rate margin that is, at the Borrower's option, either (a) 2.00% above the London interbank offered rate or (b) 1.00% above the greater of (x) the prime lending rate as quoted by the Administrative Agent for such day or (y) the federal funds effective rate published by the Federal Reserve Bank of New York plus 0.50%. The Amendment also reduced the 0.75% LIBOR floor to 0.00% and the 1.75% floor applicable to base rate loans to 1.00%. The Amendment also revised the definition of Term Loan Repricing Transaction to apply to any repricings of the term loans that occur within six months of the date of the Amendment.

This summary of the Amendment does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Amendment filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

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

The information set forth under Item 1.01 above is incorporated herein by reference.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits

**Exhibit  
No.**

**Description**

10.1	Amendment No. 1, dated March 24, 2017, to the Amended and Restated Credit Agreement, dated as of September 23, 2016, among Allison Transmission Holdings, Inc., Allison Transmission, Inc., as Borrower, the several banks and other financial institutions or entities from time to time parties thereto as lenders, Citicorp North America, Inc., as Administrative Agent and the other agents and arrangers party thereto.
------	---

**SIGNATURES**

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.

Allison Transmission Holdings, Inc.

Date: March 24, 2017

By: /s/ Eric C. Scroggins

Eric C. Scroggins

Vice President, General Counsel and Secretary

---

**EXHIBIT INDEX**

**Exhibit  
No.**

**Description**

10.1	Amendment No. 1, dated March 24, 2017, to the Amended and Restated Credit Agreement, dated as of September 23, 2016, among Allison Transmission Holdings, Inc., Allison Transmission, Inc., as Borrower, the several banks and other financial institutions or entities from time to time parties thereto as lenders, Citicorp North America, Inc., as Administrative Agent and the other agents and arrangers party thereto.
------	---

**AMENDMENT NO. 1**

This Amendment No. 1, dated as of March 24, 2017 (this "Amendment"), to that certain Amended and Restated Credit Agreement, dated as of September 23, 2016 (the "Credit Agreement"), among ALLISON TRANSMISSION HOLDINGS, INC., a Delaware corporation ("Holdings"), ALLISON TRANSMISSION, INC., a Delaware corporation (the "Borrower"), the several banks and other financial institutions or entities from time to time parties thereto (the "Lenders"), CITICORP NORTH AMERICA, INC., as Administrative Agent, and the other agents and arrangers parties thereto, is entered into by and among Holdings, the Borrower, the Agents and the New Term Lenders (as defined below). Capitalized terms used herein but not defined herein are used as defined in the Credit Agreement.

## WITNESSETH:

WHEREAS, the Borrower has hereby notified the Administrative Agent and each Term Lender that it intends to incur Specified Refinancing Debt pursuant to Section 2.26(b) of the Credit Agreement in order to refinance the Term Loans outstanding under the Credit Agreement immediately prior to the Amendment Effective Date (as defined below) (the "Existing Term Loans");

WHEREAS, pursuant to Section 2.26(c) of the Credit Agreement, the Borrower may incur Specified Refinancing Debt by, among other things, entering into this Amendment pursuant to the terms and conditions of the Credit Agreement with Term Lenders agreeing to provide such Specified Refinancing Debt;

WHEREAS, the Borrower has requested that (i) the new term Lenders party hereto (each, a "New Term Lender") and (ii) the Lenders holding Existing Term Loans that have executed and delivered a consent to this Amendment substantially in the form of Exhibit A hereto (a "Lender Consent") indicating the Cashless Settlement Option (each, a "Cashless Term Lender") and (iii) the Lenders holding Existing Term Loans that have executed and delivered a Lender Consent indicating the "Assignment Settlement Option" (each, an "Assignment Term Lender") extend credit to the Borrower in the form of Term Loans in an aggregate principal amount of \$1,187,586,951.53 (the "New Term Loans"), the proceeds of which shall repay the Existing Term Loans;

WHEREAS, each New Term Lender has indicated its willingness to lend such New Term Loans in the aggregate amount specified on its signature page to this Amendment on the terms and subject to the conditions herein;

WHEREAS, each Cashless Term Lender has agreed to make New Term Loans on the Amendment Effective Date, in an aggregate amount equal to such Cashless Term Lender's Existing Term Loans (or such lesser amount as may be allocated to such Cashless Term Lender by the Administrative Agent), the proceeds of which shall be used to repay such Lender's Existing Term Loans, and has authorized the Administrative Agent to execute this Amendment on its behalf;

WHEREAS, each Assignment Term Lender has indicated its willingness to accept an Assignment and Assumption of New Term Loans from Citibank, N.A., as a New Term Lender, in an aggregate amount equal to such Assignment Term Lender's Existing Term Loans (or such lesser amount as may be allocated to such Assignment Term Lender by the Administrative Agent), and has authorized the Administrative Agent to execute this Amendment on its behalf;

WHEREAS, each New Term Lender, each Cashless Term Lender and each Assignment Term Lender have agreed subject to the terms and conditions set forth herein to amend the Credit Agreement as set forth in Section 2 below and have authorized the Administrative Agent to execute this Amendment on its behalf.

NOW, THEREFORE, in consideration of the premises and agreements, provisions and covenants herein contained, the parties hereto agree as follows:

## SECTION 1. NEW TERM LOANS

1.1 **New Term Loans.** On the terms and subject to the conditions herein, each Cashless Term Lender hereby agrees to make New Term Loans up to the aggregate principal amount of such Lender's Existing Term Loans (or such lesser amount as may be allocated to such Cashless Term Lender by the Administrative Agent) on the Amendment Effective Date. On the terms and subject to the conditions herein, each New Term Lender hereby agrees to make New Term Loans in the aggregate amount specified on such New Term Lender's signature page to this Amendment on the Amendment Effective Date. On the terms and subject to the conditions herein, each Assignment Term Lender agrees to accept an Assignment and Assumption of New Term Loans from Citibank, N.A., in an aggregate amount equal to such Assignment Term Lender's Existing Term Loans (or such lesser amount as may be allocated to such Assignment Term Lender by the Administrative Agent) on the Amendment Effective Date. Pursuant to Section 2.26 of the Credit Agreement, the New Term Loans shall have the terms set forth in this Amendment and in the Credit Agreement (as amended by this Amendment).

1.2 **Use of Proceeds.** The proceeds of the New Term Loans shall be applied toward the payment of (a) the aggregate outstanding principal amount of the Existing Term Loans and (b) fees, expenses and original issue discount payable in connection with the New Term Loans.

1.3 **Interest Period.** The Borrower shall make an Interest Period election with respect to the Term Loans (including the New Term Loans) at least two Business Days prior to the Amendment Effective Date in accordance with Section 2.13(b) of the Credit Agreement.

1.4 **Credit Agreement Governs.** Effective as of the Amendment Effective Date, except as set forth in this Amendment, the New Term Loans shall be "Term Loans" under the Credit Agreement and shall be subject to the provisions, including any provisions restricting the rights, or regarding the obligations, of the Loan Parties or any provisions regarding the rights of the Term Lenders, of the Credit Agreement and the other Loan Documents.

## SECTION 2. AMENDMENTS TO THE CREDIT AGREEMENT

Effective as of the Amendment Effective Date (as defined in Section 3 below) and subject to the satisfaction (or waiver) of the conditions set forth in Section 3 below, the Credit Agreement is hereby amended as follows:

2.1 The definition of "Applicable Margin" is amended and restated in its entirety as follows:

““Applicable Margin” or “Applicable Commitment Fee Rate”: for any day, with respect to (a) the Term Loans, the applicable rate per annum shall be 1.00% with respect to Base Rate Loans and 2.00% with respect to LIBO Rate Loans, (b) the Revolving Loans (including any Swingline Loans), the applicable rate per annum determined pursuant to the Pricing Grid and (c) the commitment fee payable hereunder, the applicable rate per annum determined pursuant to the Pricing Grid.”

2.2 The definition of “Base Rate” is amended and restated in its entirety as follows:

““Base Rate”: for any day, a rate per annum (rounded upwards, if necessary, to the next 1/100 of 1%) equal to the greater of (a) the Prime Rate in effect on such day and (b) the Federal Funds Effective Rate as published by the Federal Reserve Bank of New York plus ½ of 1%; provided, that with respect to the Term Loans, the Base Rate shall at no time be less than 1.00%.”

2.3 The definition of “LIBO Base Rate” is amended and restated in its entirety as follows:

““LIBO Base Rate”: with respect to any LIBO Rate Advance, for any Interest Period, the rate determined by the Administrative Agent to be the offered rate for deposits in Dollars for the applicable Interest Period appearing on the Reuters LIBOR01 Page as of 11:00 A.M., London time, on the second full Business Day next preceding the first day of each Interest Period. In the event that such rate does not appear on the Reuters LIBOR01 Page (or otherwise on the Reuters screen), the LIBO Base Rate for the purposes of this definition shall be determined by reference to such other comparable publicly available service for displaying London interbank offered rates as may be reasonably selected by the Administrative Agent, or, in the absence of such availability, the LIBO Base Rate shall be the rate of interest reasonably determined by the Administrative Agent to be the rate per annum at which deposits in Dollars are offered by the principal office of Citibank, N.A. in London to major banks in the London interbank market at 11:00 A.M. (London time) two Business Days before the first day of such Interest Period in an amount substantially equal to the LIBO Rate Loan of Citibank, N.A. for a period equal to such Interest Period; provided that the LIBO Base Rate shall at no time be less than 0%.”

2.4 The following definitions of “First Amendment” and “Amendment Effective Date” shall hereby be inserted into Section 1.1 of the Credit Agreement in the correct alphabetical order:

““First Amendment”: Amendment No. 1, dated as of March 24, 2017, among Holdings, the Borrower, the Administrative Agent, the Collateral Agent and the Lenders party thereto.”

““Amendment Effective Date”: as defined in the First Amendment.”

2.5 Section 2.25(a) of the Credit Agreement is hereby amended to delete “(x) any prepayments required as a condition precedent to the Extension Amendment and (ii)”.

2.6 Section 2.28 of the Credit Agreement is hereby amended and restated in its entirety as follows:

“Term Loan Repricing Transaction. Notwithstanding anything to the contrary in this Agreement, in the event that, on or prior to the six month anniversary of the Amendment Effective Date, the Borrower (a) makes any prepayment of Term Loans constituting a Term Loan Repricing Transaction or (b) effects any amendment of this Agreement constituting a Term Loan Repricing Transaction, the Borrower shall pay to the Administrative Agent, for the ratable account of each of the applicable Term Lenders, (x) in the case of clause (a), a prepayment premium of 1.00% of the amount of the Term Loans being prepaid and (y) in the case of clause (b), a payment equal to 1.00% of the aggregate amount of the applicable Term Loans outstanding immediately prior to such amendment.”

### SECTION 3. CONDITIONS PRECEDENT

The making of the New Term Loans and the effectiveness of this Amendment on the date hereof (the "Amendment Effective Date") shall be subject to the following conditions precedent having been satisfied or duly waived:

3.1 **Certain Documents.** The Administrative Agent shall have received each of the following, in form and substance satisfactory to the Administrative Agent:

- (a) this Amendment, duly executed by each of the Borrower, Holdings, the Administrative Agent and each New Term Lender;
- (b) Lender Consents to this Amendment executed by each Cashless Term Lender and each Assignment Term Lender;
- (c) a solvency certificate signed by the chief financial officer on behalf of the Borrower, substantially in the form of Exhibit G of the Credit Agreement;
- (d) a closing certificate of each Loan Party, substantially in the form of Exhibit B hereto, with appropriate insertions and attachments; and
- (e) an executed legal opinion of Latham & Watkins LLP, counsel to the Loan Parties, in form and substance reasonably acceptable to the Administrative Agent.

3.2 **Fees and Other Amounts.** The Borrower shall have paid in full in immediately available funds on the Amendment Effective Date:

- (a) all fees and reimbursable expenses that have been invoiced as of the Amendment Effective Date that are due and payable to any Person under any fee letter entered into in connection with this Amendment; and
- (b) all unpaid interest in respect of the Existing Term Loans accrued until the Amendment Effective Date, payable to the Administrative Agent for the benefit of the applicable Term Lender.

3.3 **Representations and Warranties.** Each of the representations and warranties contained in Section 4 below shall be true and correct.

3.4 **USA Patriot Act.** The New Term Lenders shall have received from each of the Loan Parties documentation and other information required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including, without limitation, the USA Patriot Act, to the extent such documentation or other information has been requested in writing at least five (5) Business Days prior to the Amendment Effective Date.

### SECTION 4. REPRESENTATIONS AND WARRANTIES

Each of Holdings and the Borrower, on behalf of itself and each Loan Party, hereby represents and warrants to the Agents and each Lender, with respect to all Loan Parties, as follows:

4.1 **Incorporation of Representations and Warranties from Loan Documents.** After giving effect to this Amendment, each of the representations and warranties in the Credit Agreement and in the other Loan Documents are true and correct in all material respects (except to the extent that such representation or warranty is qualified as to materiality, in which case it shall be true and correct in all respects) on and as of the date hereof as though made on and as of such date, except to the extent that any such representation or warranty expressly relates to an earlier date;



4.2 **Corporate Power and Authority.** Each of Holdings and the Borrower has taken all necessary action to authorize the execution, delivery and performance of this Amendment, this Amendment has been duly executed and delivered by each of Holdings and the Borrower, and this Amendment is the legal, valid and binding obligation of each of Holdings and the Borrower, enforceable against it in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles; and

4.3 **Absence of Default.** Neither Holdings, the Borrower nor any of its Restricted Subsidiaries is in violation of any Requirement of Law or Contractual Obligation that could reasonably be expected to have a Material Adverse Effect. At the time of and immediately after giving effect to this Amendment, no Default or Event of Default has occurred and is continuing.

## **SECTION 5. LENDER ASSIGNMENT AND ASSUMPTION, CONSENTS AND WAIVERS**

5.1 **Cashless Rollover of Existing Term Loans.** Each Cashless Term Lender agrees that, upon the Amendment Effective Date, all (or such lesser amount as the Administrative Agent may allocate to such Lender) of its Existing Term Loans shall be converted to New Term Loans under the Credit Agreement, and such Existing Term Loans shall be deemed repaid in full on the Amendment Effective Date, including for all accrued and unpaid interest, fees, expenses and other compensation owed to such Cashless Term Lender and due and payable by the Borrower pursuant to this Amendment and the Credit Agreement.

5.2 **Assignment of Existing Term Loans.** The Existing Term Loans of each Assignment Term Lender shall be repaid in full on the Amendment Effective Date, including for all accrued and unpaid interest, fees, expenses and other compensation owed to such Lender and due and payable by the Borrower pursuant to this Amendment and the Credit Agreement. Each Assignment Term Lender agrees to purchase pursuant to an Assignment and Assumption in accordance with Section 10.6 of the Credit Agreement on or immediately after the Amendment Effective Date and assume from a Lender designated by the Administrative Agent Term Loans in an amount equal to the principal amount of such repayment (or such lesser amount as the Administrative Agent may allocate to such Lender).

5.3 **Waivers.** The Administrative agent, each Assignor party hereto and each Assignee hereby waive the requirements and benefits of Section 10.6(b) (ii)(A) and (B) of the Credit Agreement solely with respect to the assignments made pursuant to this Section 5. Notwithstanding anything herein to the contrary, each Assignor, Cashless Term Lender and Assignment Term Lender hereby waives the payment of any breakage loss or expense under Section 2.21 of the Credit Agreement in connection with the repayment of Existing Term Loans or the assignments made pursuant to this Section 5 on the Amendment Effective Date. The Administrative Agent, each Cashless Term Lender and Assignment Term Lender hereby waive the notice provisions of Section 2.11(a) of the Credit Agreement with respect to the repayment of its Existing Term Loans contemplated by Sections 5.1 and 5.2, as applicable.

5.4 **Consent.** The Borrower and the Administrative Agent hereby consent to the assignments made pursuant to this Section 5. Each Term Lender holding New Term Loans shall be deemed to have consented to the transactions contemplated by this Amendment.

## SECTION 6. MISCELLANEOUS

### 6.1 **Reference to and Effect on the Loan Documents.**

(a) As of the Amendment Effective Date, each reference in the Credit Agreement to “*this Agreement*,” “*hereunder*,” “*hereof*,” “*herein*,” or words of like import, and each reference in the other Loan Documents to the Credit Agreement (including, without limitation, by means of words like “*thereunder*”, “*thereof*”, “*therein*” and words of like import), shall mean and be a reference to the Credit Agreement as amended by this Amendment.

(b) Except as expressly amended hereby, all of the terms and provisions of the Credit Agreement and all other Loan Documents are and shall remain in full force and effect and are hereby ratified and confirmed.

(c) The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of the Administrative Agent, any Lender or any Issuing Lender under the Credit Agreement or any Loan Document, or constitute a waiver or amendment of any other provision of the Credit Agreement or any Loan Document (as amended hereby) except as and to the extent expressly set forth herein.

6.2 **Costs and Expenses.** The Borrower agrees to reimburse the Administrative Agent for its costs and expenses in connection with this Amendment (and the other Loan Documents delivered in connection herewith) as provided in Section 10.5 of the Credit Agreement.

6.3 **Reaffirmation.** Each of Holdings and the Borrower hereby confirms that the guaranties, security interests and liens granted pursuant to the Loan Documents continue to guarantee and secure the Obligations as set forth in the Loan Documents and that such guaranties, security interests and liens remain in full force and effect. Each of Holdings and the Borrower confirms and ratifies its obligations under each of the Loan Documents executed by it after giving effect to this Amendment.

6.4 **Counterparts.** This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Receipt by the Administrative Agent of a facsimile copy of an executed signature page hereof shall constitute receipt by the Administrative Agent of an executed counterpart of this Amendment.

6.5 **Governing Law.** THIS AMENDMENT, AND ALL CLAIMS OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) THAT MAY BE BASED UPON, ARISE OUT OF OR RELATE IN ANY WAY TO THIS AMENDMENT, OR THE NEGOTIATION, EXECUTION OR PERFORMANCE OF THIS AMENDMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

6.6 **Loan Document and Integration.** This Amendment shall constitute a Loan Document, and together with the other Loan Documents, incorporates all negotiations of the parties hereto with respect to the subject matter hereof and is the final expression and agreement of the parties hereto with respect to the subject matter hereof.

6.7 **Headings.** Section headings contained in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purposes.

6.8 **Waiver of Jury Trial.** EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING WITH RESPECT TO THIS AMENDMENT OR ANY OTHER LOAN DOCUMENT.

[SIGNATURE PAGES FOLLOW]

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to be executed by their respective officers and members thereunto duly authorized, as of the date indicated above.

ALLISON TRANSMISSION HOLDINGS, INC.

By: /s/David S. Graziosi  
Name: David S. Graziosi  
Title: President, Chief Financial Officer, Treasurer and  
Assistant Secretary

ALLISON TRANSMISSION, INC.

By: /s/David S. Graziosi  
Name: David S. Graziosi  
Title: President, Chief Financial Officer, Treasurer and  
Assistant Secretary

[Signature Page to Amendment No. 1]

CITICORP NORTH AMERICA, INC., as Administrative  
Agent and Collateral Agent

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

[Signature Page to Amendment No. 1]

**Name of Lender: CITIBANK, N.A.**

Executing as a **New Term Lender:**

By: /s/Matthew S. Burke

Name: Matthew S. Burke

Title: Vice President

Credit Agreement Reference  
Term Loan

Aggregate Principal Amount  
\$55,989,975.30

[Signature Page to Amendment No. 1]

**Lender Consent to Amendment No. 1**

This Lender Consent to Amendment No. 1 (the "Amendment") to that certain Amended and Restated Credit Agreement, dated as of September 23, 2016 (the "Credit Agreement"), among Allison Transmission Holdings, Inc., a Delaware corporation, Allison Transmission, Inc., a Delaware corporation (the "Borrower"), the several banks and other financial institutions or entities from time to time parties thereto, Citicorp North America, Inc., as Administrative Agent, and the other agents and arrangers parties thereto. Capitalized terms used but not defined in this Lender Consent have the meanings assigned to such terms in the Credit Agreement (as amended by the Amendment).

The undersigned hereby irrevocably and unconditionally agrees to approve the amendments to the Credit Agreement contained in the Amendment and to the following (check only ONE option):

**Cashless Settlement Option**

to deem prepaid 100% of the outstanding principal amount of the Existing Term Loans held by such Lender (or such lesser amount allocated to such Lender by the Administrative Agent) with proceeds of a New Term Loan in a like principal amount.

**Assignment Settlement Option**

to have 100% of the outstanding principal amount of the Existing Term Loans held by such Lender prepaid on the Amendment Effective Date and to purchase by assignment New Term Loans in a like principal amount (or such lesser amount allocated to such Lender by the Administrative Agent).

IN WITNESS WHEREOF, the undersigned has caused this Lender Consent to be executed and delivered by a duly authorized signatory as of the \_\_\_\_ of March, 2017.

\_\_\_\_\_  
(insert name of the legal entity above)

by \_\_\_\_\_  
Name:  
Title:

For any Institution requiring a second signature line:

by \_\_\_\_\_  
Name:  
Title:

Name of Fund Manager (if applicable): \_\_\_\_\_

FORM OF CLOSING CERTIFICATE

CLOSING CERTIFICATE  
OF  
ALLISON TRANSMISSION HOLDINGS, INC.

Pursuant to Section 3.1(d) of Amendment No. 1, dated as of March 24, 2017 (the "Amendment"; unless otherwise defined herein, terms defined in the Amendment and used herein shall have the meanings given to them in the Amendment), to that certain Amended and Restated Credit Agreement, dated as of September 23, 2016 (as amended, restated, supplemented or otherwise modified from time to time, including but not limited to, the Amendment, the "Credit Agreement"), among Allison Transmission Holdings, Inc. ("Holdings"), Allison Transmission, Inc. (the "Borrower"), the several banks and other financial institutions or entities from time to time parties to the Credit Agreement as lenders (the "Lenders"), Citicorp North America, Inc., as Administrative Agent, and the other agents and arrangers parties thereto, the undersigned Assistant Secretary of Allison Transmission Holdings, Inc. (the "Company"), hereby certifies on behalf of the Company as follows:

1. Eric C. Scroggins is the duly elected and qualified Secretary of the Company and the signature set forth for such officer below is such officer's true and genuine signature.

The undersigned Secretary of the Company hereby certifies as follows:

1. Attached hereto as Annex 1 is a true and complete copy of a Certificate of Good Standing or the equivalent from the Company's jurisdiction of organization dated as of a recent date prior to the date hereof.
2. Attached hereto as Annex 2 is a true and complete copy of resolutions duly adopted by the Board of Directors of the Company on [        ]. Such resolutions have not in any way been amended, modified, revoked or rescinded, have been in full force and effect since their adoption to and including the date hereof and are now in full force and effect and are the only corporate proceedings of the Company now in force relating to or affecting the matters referred to therein.
3. Attached hereto as Annex 3 is a true and complete copy of the Bylaws of the Company as in effect on the date hereof.
4. Attached hereto as Annex 4 is a true and complete certified copy of the Articles of Incorporation of the Company as in effect on the date hereof, and such Articles of Incorporation have not been amended, repealed, modified or restated.
5. The persons listed on Schedule I hereto are now duly elected and qualified officers of the Company holding the offices indicated next to their respective names on Schedule I hereto, and the signatures appearing opposite their respective names on Schedule I hereto are the true and genuine signatures of such officers, and each of such officers is duly authorized to execute and deliver on behalf of the Company each of the Loan Documents to which it is a party and any certificate or other document to be delivered by the Company pursuant to the Loan Documents to which it is a party.



6. Latham & Watkins LLP may rely on this certificate in rendering its opinion.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have hereunto set our names as of the date set forth below.

ALLISON TRANSMISSION HOLDINGS, INC.

---

Name: Eric C. Scroggins  
Title: Vice President, General Counsel and Secretary  
Date: March 24, 2017

---

Name: David S. Graziosi  
Title: President, Chief Financial Officer and Treasurer

[Signature Page to Amendment No. 1 Closing Certificate]

<u>NAME</u>	<u>OFFICE</u>	<u>SIGNATURE</u>
David S. Graziosi	President, Chief Financial Officer and Treasurer	_____
Eric C. Scroggins	Vice President, General Counsel and Secretary	_____

[Signature Page to Amendment No. 1 Closing Certificate - Incumbency]