

**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): June 11, 2026

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:

- 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 | Trading Symbol(s) | Name of each exchange on which registered |
|--------------------------------|----------------------|--|
| Common Stock, \$0.01 par value | ALSN | 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 1.01 Entry into a Material Definitive Agreement.

On June 11, 2026, Allison Transmission Holdings, Inc. (the “Company”), Allison Transmission, Inc., a wholly-owned subsidiary of the Company (the “Borrower”), Fairfield Manufacturing Company, Inc., a wholly-owned subsidiary of the Borrower (the “Subsidiary Guarantor”), and Citibank, N.A., as administrative agent (in such capacity, the “Administrative Agent”) and as the 2026 refinancing term lender, entered into Amendment No. 6 to Credit Agreement (the “Amendment”), which amends the Second Amended and Restated Credit Agreement, dated as of March 29, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including as amended by the Amendment, the “Credit Agreement”).

The Amendment refinanced approximately \$508 million of term loan debt due March 13, 2031 and lowered the applicable margin on such refinanced loans by 0.25%, resulting in an interest rate margin that is, at the Borrower’s option, either (a) 1.50% per annum for SOFR Loans, or (b) 0.50% per annum for Base Rate Loans.

The foregoing description does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Amendment, which is filed as Exhibit 10.1 hereto and incorporated herein by reference.

Item 7.01 Regulation FD Disclosure.

On June 16, 2026, the Company issued a press release announcing the refinancing. A copy of the press release is attached as Exhibit 99.1 hereto and is incorporated herein by reference.

The information contained in this Item 7.01 and in Exhibit 99.1 hereto is furnished and shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), or otherwise subject to the liabilities of that Section, nor shall it be deemed to be incorporated by reference into any filing of the Company under the Securities Act of 1933, as amended, or the Exchange Act, except as expressly set forth by specific reference in such a filing.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

| Exhibit Number | Description |
|-----------------------|--|
| 10.1 | Amendment No. 6 to Credit Agreement, dated as of June 11, 2026, among Allison Transmission Holdings, Inc., Allison Transmission, Inc., as borrower, Fairfield Manufacturing Company, Inc., as subsidiary guarantor, and Citibank, N.A., as administrative agent and as the 2026 refinancing term lender. |
| 99.1 | Press Release dated June 16, 2026. |
| 104 | Cover Page Interactive Data File (embedded within the Inline XBRL document). |

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: June 16, 2026

By: /s/ Eric C. Scroggins
Name: Eric C. Scroggins
Title: Chief Legal Officer & Assistant Secretary

AMENDMENT NO. 6 TO CREDIT AGREEMENT

AMENDMENT NO. 6 TO CREDIT AGREEMENT, dated as of June 11, 2026 (this "Amendment"), by and among ALLISON TRANSMISSION, INC., a Delaware corporation (the "Borrower"), ALLISON TRANSMISSION HOLDINGS, INC., a Delaware corporation ("Holdings"), FAIRFIELD MANUFACTURING COMPANY, INC., a Delaware corporation (the "Subsidiary Guarantor"), CITIBANK, N.A., as administrative agent (in such capacity, the "Administrative Agent"), and as the 2026 refinancing term lender (in such capacity, the "2026 Refinancing Term Lender"), to the Second Amended and Restated Credit Agreement, dated as of March 29, 2019 (as amended by that certain Amendment No. 1 to Credit Agreement, dated as of October 11, 2019, that certain Amendment No. 2 to Credit Agreement, dated as of November 19, 2020, that certain Amendment No. 3 to Credit Agreement, dated as of February 28, 2023, that certain Amendment No. 4 to Credit Agreement, dated as of March 13, 2024, and that certain Amendment No. 5 to Credit Agreement, dated as of January 2, 2026, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Credit Agreement" and the Credit Agreement, as amended by this Amendment, the "Amended Credit Agreement"), among the Borrower, Holdings, the Administrative Agent, Citicorp North America, Inc., as collateral agent (in such capacity, the "Collateral Agent"), and each lender and L/C Issuer from time to time party thereto. Terms defined in the Amended Credit Agreement and used herein shall have the meanings given to them in the Amended Credit Agreement unless otherwise defined herein.

WITNESSETH:

WHEREAS, the Borrower has hereby notified the Administrative Agent and each of Citigroup Global Markets Inc., Barclays Bank PLC, BofA Securities Inc., Truist Securities, Inc., BMO Capital Markets Corp., Fifth Third Bank, National Association, JPMorgan Chase Bank, N.A., Deutsche Bank Securities Inc., Goldman Sachs Bank USA and MUFG Bank, Ltd. (collectively, together with their affiliates, the "2026 Refinancing Term Loan Joint Lead Arrangers") and each Term Lender that it intends to incur Specified Refinancing Debt pursuant to Section 2.18 of the Credit Agreement in order to refinance the 2024 Term Loans outstanding under the Credit Agreement immediately prior to the Amendment No. 6 Effective Date (as defined below) (the "Existing Term Loans");

WHEREAS, pursuant to Section 2.18 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 each of (i) the 2026 Refinancing Term Lender, (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 \$507,640,000.00 (the "2026 Refinancing Term Loans"), the proceeds of which shall repay in full all of the Existing Term Loans;

WHEREAS, the 2026 Refinancing Term Lender has indicated its willingness to lend such 2026 Refinancing Term Loans in the aggregate principal amount specified in Section 1.1 of this Amendment on the terms and subject to the conditions herein;

WHEREAS, each Cashless Term Lender has agreed to make 2026 Refinancing Term Loans on the Amendment No. 6 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 2026 Refinancing Term Loans from the 2026 Refinancing 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, the 2026 Refinancing 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 Article II below and have authorized the Administrative Agent to execute this Amendment on its behalf.

NOW, THEREFORE, the parties hereto hereby agree as follows:

ARTICLE I

Provisions Relating to 2026 Refinancing Term Loans

Section 1.1. 2026 Refinancing Term Loans. Effective as of the Amendment No. 6 Effective Date and on the terms and subject to the conditions herein, each Cashless Term Lender hereby agrees to make 2026 Refinancing 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 No. 6 Effective Date and approves the amendments to the Credit Agreement as set forth in this Amendment. Effective as of the Amendment No. 6 Effective Date and on the terms and subject to the conditions herein, the 2026 Refinancing Term Lender hereby agrees to make 2026 Refinancing Term Loans in an aggregate principal amount of \$49,426,190.63 on the Amendment No. 6 Effective Date and approves the amendments to the Credit Agreement as set forth in this Amendment. Effective as of the Amendment No. 6 Effective Date and on the terms and subject to the conditions herein, each Assignment Term Lender agrees to accept an Assignment and Assumption of 2026 Refinancing Term Loans from the 2026 Refinancing 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) on the Amendment No. 6 Effective Date and approves the amendments to the Credit Agreement as set forth in this Amendment. The 2026 Refinancing Term Loans shall have the same terms as the Existing Terms Loans, except as set forth in and modified by this Amendment.

Section 1.2. Use of Proceeds. The proceeds of the 2026 Refinancing Term Loans shall be applied toward the payment of (a) the aggregate outstanding principal amount of the Existing Term Loans and (b) fees and expenses payable in connection with this Amendment. Upon the Amendment No. 6 Effective Date after giving effect to this Amendment, all Existing Term Loans shall be repaid in full and no longer outstanding.

Section 1.3. Credit Agreement Governs. Effective as of the Amendment No. 6 Effective Date, the 2026 Refinancing Term Loans shall be “Term Loans” under the Amended 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 and the other Secured Parties, of the Amended Credit Agreement and the other Loan Documents.

ARTICLE II

Amendments

Section 2.1. Amendments. Subject to satisfaction (or waiver) of the conditions set forth in Article IV hereof, on the Amendment No. 6 Effective Date, the Credit Agreement is hereby amended as follows:

(a) The following defined terms shall be added to Section 1.01 of the Credit Agreement in alphabetical order:

“**2026 Refinancing Term Loans**” has the meaning ascribed to the term “2026 Refinancing Term Loans” in Amendment No. 6.

“**Amendment No. 6**” means Amendment No. 6 to Credit Agreement, dated as of June 11, 2026.

“**Amendment No. 6 Effective Date**” means June 11, 2026, the date of effectiveness of Amendment No. 6.

(b) Clause (a)(i) of the definition of “Applicable Rate” in Section 1.01 of the Credit Agreement is hereby amended by deleting such clause and replacing it with the following:

“(a)(i) from and after the Amendment No. 6 Effective Date, with respect to the 2026 Refinancing Term Loans, 1.50% per annum for SOFR Loans and 0.50% per annum for Base Rate Loans”.

(c) The definition of “Loan Documents” in Section 1.01 of the Credit Agreement is hereby amended by replacing the word “and” that is immediately before “(xii)” with a comma and inserting the following at the end of the sentence: “and (xiii) Amendment No. 6”.

(d) The definitions of “Adjusted Term SOFR”, “All-in Yield”, “Base Rate”, “Repricing Event” and “Term Loan” in Section 1.01 of the Credit Agreement are hereby amended by replacing the references to “2024 Term Loans” therein with a reference to “2026 Refinancing Term Loans”.

(e) The definition of “Maturity Date” in Section 1.01 of the Credit Agreement is hereby amended by (i) replacing the references to “2024 Term Loans” therein with a reference to “2026 Refinancing Term Loans” and (ii) replacing the references to “2024 Term Loan Stated Maturity Date” therein with a reference to “2026 Refinancing Term Loan Stated Maturity Date”.

(f) The references to “2024 Term Loans” in Sections 2.05(a)(iii) and 2.05(c) of the Credit Agreement are hereby replaced with a reference to “2026 Refinancing Term Loans”.

(g) The reference to “Amendment No. 4 Effective Date” in Section 2.05(a)(iii) of the Credit Agreement are hereby replaced with a reference to “Amendment No. 6 Effective Date”.

(h) Clause (a)(i) of Section 2.07 of the Credit Agreement is hereby amended by deleting such clause and replacing it with the following:

“(i) 2026 Refinancing Term Loans. The Borrower shall repay to the Administrative Agent for the ratable account of the applicable Term Lenders holding 2026 Refinancing Term Loans the aggregate principal amount of all 2026 Refinancing Term Loans outstanding in consecutive quarterly installments as follows (which installments shall, to the extent applicable, be reduced as a result of the application of prepayments in accordance with the order of priority set forth in Sections 2.05 and 2.06, or be increased as a result of any increase in the amount of 2026 Refinancing Term Loans pursuant to Section 2.14 (such increased amortization payments to be calculated in the same manner (and on the same basis) as the schedule set forth below for the 2026 Refinancing Term Loans made as of the Amendment No. 6 Effective Date)):

| <u>Date</u> | <u>Amount</u> |
|---|---|
| The last Business Day of each fiscal quarter ending prior to the Maturity Date for the 2026 Refinancing Term Loans starting with the fiscal quarter ending on June 30, 2026 | \$1,295,000 |
| Maturity Date for the 2026 Refinancing Term Loans | All unpaid aggregate principal amounts of any outstanding 2026 Refinancing Term Loans |

provided, however, that the final principal repayment installment of the 2026 Refinancing Term Loans shall be repaid on the Maturity Date for the 2026 Refinancing Term Loans and in any event shall be in an amount equal to the aggregate principal amount of all 2026 Refinancing Term Loans outstanding on such date.”

(i) Section 3.08(c)(x) of the Credit Agreement is hereby amended by deleting such clause and replacing it with the following:

“(x) if any applicable Lender shall be deemed a Non-Consenting Lender and is required to assign all or any portion of its 2026 Refinancing Term Loans, or its 2026 Refinancing Term Loans are prepaid by the Borrower, pursuant to Section 3.08(a), on or prior to the date that is six months after the Amendment No. 6 Effective Date in connection with any such waiver, amendment or modification constituting a Repricing Event pursuant to clause (ii) of the definition thereof, the Borrower shall pay such Non-Consenting Lender a fee equal to 1.00% of the principal amount of the 2026 Refinancing Term Loans so assigned or prepaid”.

ARTICLE III

Representations and Warranties

In order to induce Lenders party hereto and the Administrative Agent to enter into this Amendment and to amend the Credit Agreement in the manner provided herein, each Loan Party party hereto represents and warrants to the Administrative Agent, Collateral Agent and such Lenders that:

Section 3.1. Existence, Qualification and Power; Compliance with Laws. Each Loan Party and each of the Restricted Subsidiaries (a) is a Person duly organized, formed or incorporated, validly existing and in good standing (to the extent such concept is applicable in the relevant jurisdiction) under the Laws of the jurisdiction of its incorporation or organization, (b) has all requisite power and authority to (i) own or lease its assets and carry on its business and (ii) execute, deliver and perform its obligations under this Amendment and the consummation of the transactions contemplated hereby, (c) is duly qualified and is authorized to do business and in good standing (to the extent such concept is applicable in the relevant jurisdiction) under the Laws of each jurisdiction where its ownership, lease or operation of properties or the conduct of its business requires such qualification, (d) has all requisite governmental licenses, authorizations, consents and approvals to operate its business as currently conducted and (e) is in compliance with all Laws; except in each case referred to in clause (a) (other than with respect to the Borrower), (b)(i) (other than with respect to the Borrower), (c), (d) and (e), to the extent that any failure to be so or to have such would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 3.2. Authorization; No Contravention. The execution, delivery and performance by each Loan Party of this Amendment and the consummation of the transactions contemplated hereby, are within such Loan Party’s corporate or other powers, have been duly authorized by all necessary corporate or other organizational action and do not (a) contravene the terms of any of such Person’s Organization Documents, (b) conflict with or result in any breach or contravention of, or the creation of any Lien under (other than as permitted by Section 7.02 of the Credit Agreement), (i) any Contractual Obligation to which such Person is a party or (ii) any material order, injunction, writ or decree of any Governmental Authority applicable to such Person or to which its property is subject, except to the extent that such breach, contravention or creation of Lien would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, or (c) violate any Law; except to the extent that such violation would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 3.3. Governmental Authorization; Other Consents. No approval, consent, exemption, authorization or other action by, or notice to, or filing with, any Governmental Authority or any other Person is necessary or required in connection with (a) the execution, delivery, performance by, or enforcement against, any Loan Party of this Amendment or any other Loan Document, or for the consummation of the Transactions, (b) the grant by any Loan Party of the Liens granted by it pursuant to the Collateral Documents or (c) the perfection or maintenance of the Liens created under the Collateral Documents, except for (w) with respect to the Loan Parties, filings and registrations necessary to perfect the Liens on the Collateral granted by the Loan Parties or any Restricted Subsidiary in favor of the Secured Parties consisting of UCC financing statements, filings in the United States Patent and Trademark Office and the United States Copyright Office and Mortgages, (x) the approvals, consents, exemptions, authorizations, actions, notices and filings which have been duly obtained, taken, given or made and are in full force and effect, (y) those approvals, consents, exemptions, authorizations or other actions, notices or filings set out in the Collateral Documents and (z) those approvals, consents, exemptions, authorizations or other actions, notices or filings, the failure of which to obtain or make would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 3.4. Binding Effect. This Amendment has been duly executed and delivered by each Loan Party. Subject to the Legal Reservations, this Amendment constitutes, a legal, valid and binding obligation of each Loan Party party hereto, enforceable against each such Loan Party.

Section 3.5. Existing Credit Agreement Representations and Warranties. All representations and warranties of the Borrower and each other Loan Party contained in Article V of the Credit Agreement or any other Loan Document are true and correct in all material respects (and in all respects if any such representation or warranty is already qualified by materiality) on and as of the Amendment No. 6 Effective Date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they are true and correct in all material respects (and in all respects if any such representation or warranty is already qualified by materiality) as of such earlier date.

Section 3.6. Default. No Default or Event of Default exists or has occurred and is continuing on and as of the Amendment No. 6 Effective Date immediately before (in the case of the Credit Agreement) and immediately after (in the case of the Amended Credit Agreement) giving effect to the provisions of this Amendment.

ARTICLE IV

Conditions to Effectiveness

Section 4.1. This Amendment shall become effective on the date (the "Amendment No. 6 Effective Date") on which the following conditions precedent are satisfied (or waived by the Administrative Agent):

(a) The Administrative Agent shall have received from (i) the 2026 Refinancing Term Lender, (ii) the Administrative Agent and (iii) each Loan Party, a counterpart of this Amendment duly executed on behalf of such party.

(b) The Administrative Agent shall have received a duly executed Lender Consent from each Cashless Term Lender and each Assignment Term Lender.

(c) The Administrative Agent shall have received (i) such customary resolutions or other action of each Loan Party as the Administrative Agent may reasonably require evidencing the authority and capacity of each Responsible Officer thereof authorized to act as a Responsible Officer in connection with this Amendment and (ii) with respect to each Loan Party, such documents and certifications (including, without limitation, incumbency certificates, Organization Documents and, if applicable, good standing certificates) as the Administrative Agent may reasonably require to evidence that each Loan Party is duly organized or formed, and that each Loan Party is validly existing and in good standing and (iii) to the extent applicable in the relevant jurisdiction, bring down good standing certificates of each Loan Party dated as of a recent date.

(d) Holdings, the Borrower and each of the Subsidiary Guarantors shall have provided the documentation and other information reasonably requested in writing at least ten (10) days prior to the Amendment No. 6 Effective Date by the Consenting Lenders as they reasonably determine is required by regulatory authorities in connection with applicable “know your customer” and anti-money-laundering rules and regulations, including, without limitation, the PATRIOT Act, and the Beneficial Ownership Regulation, in each case at least three (3) Business Days prior to the Amendment No. 6 Effective Date (or such shorter period as the Administrative Agent shall otherwise agree).

(e) The Borrower shall have paid to the Administrative Agent for the ratable account of the Lenders holding Existing Loans all accrued and unpaid interest on such Existing Loans to, but not including, the Amendment No. 6 Effective Date.

(f) All costs, fees, expenses (including without limitation legal fees and expenses), in each case solely to the extent required to be paid pursuant to Section 10.04 of the Amended Credit Agreement, and other compensation separately agreed in writing to be payable to the Citigroup Global Markets Inc., as sole lead arranger in connection with the Amendment, and the Administrative Agent shall have been paid to the extent due (and, in the case of expenses, invoiced in reasonable detail at least two Business Days prior to the Amendment No. 6 Effective Date).

(g) After giving effect to this Amendment, (A) the representations and warranties of the Borrower and each other Loan Party contained in Article V of the Credit Agreement, Article III hereunder and each other Loan Document are true and correct in all material respects (and in all respects if any such representation or warranty is already qualified by materiality) on and as of the Amendment No. 6 Effective Date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respects (and in all respects if any such representation or warranty is already qualified by materiality) as of such earlier date and (B) no Default shall exist, or would result, immediately after giving effect to the provisions of this Amendment. A Responsible Officer of the Borrower shall have delivered a certificate certifying as to the matters set forth in sub-clauses (A) and (B) of this clause (g).

(h) The Administrative Agent shall have received an opinion of Latham & Watkins LLP, special New York counsel to the Loan Parties, in form and substance reasonably satisfactory to the Administrative Agent.

(i) The Administrative Agent shall have received a solvency certificate signed by the chief financial officer or similar officer, director or authorized signatory of Holdings substantially in the form of Exhibit H of the Credit Agreement.

(j) The Administrative Agent shall have received a Committed Loan Notice with respect to the 2026 Refinancing Term Loans to be funded or deemed to be funded on the Amendment No. 6 Effective Date in accordance with the provisions of Section 2.02 of the Credit Agreement.

(k) A Responsible Officer of the Borrower shall have delivered a certificate certifying that this Amendment and the 2026 Refinancing Term Loans comply with the conditions set forth in Section 2.18 of the Credit Agreement.

ARTICLE V

Lender Assignment and Assumption

Section 5.1. Cashless Rollover of Existing Term Loans. Each Cashless Term Lender agrees that, upon the Amendment No. 6 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 2026 Refinancing Term Loans under the Amended Credit Agreement, and such Existing Term Loans shall be deemed repaid in full on the Amendment No. 6 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.

Section 5.2. Assignment of Existing Term Loans. The Existing Term Loans of each Assignment Term Lender shall be repaid in full on the Amendment No. 6 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 10.07 of the Credit Agreement on or promptly after the Amendment No. 6 Effective Date and assume 2026 Refinancing Term Loans from the 2026 Refinancing Term Lender in an amount equal to the principal amount of such repayment (or such lesser amount as the Administrative Agent may allocate to such Lender).

ARTICLE VI

Miscellaneous

Section 6.1. Expenses. As and to the extent provided in Section 10.04 of the Credit Agreement, the Borrower agrees to reimburse each of the Administrative Agent and the 2026 Refinancing Term Lender for its reasonable and documented out-of-pocket expenses incurred by it in connection with this Amendment, including the reasonable fees, charges and disbursements of Fried, Frank, Harris, Shriver & Jacobson LLP, counsel for the Administrative Agent.

Section 6.2. Continuing Effect; No Other Amendments or Waivers. Except as expressly set forth herein, this Amendment shall not by implication or otherwise limit, impair, constitute a waiver of or otherwise affect the rights and remedies of the Lenders or the Agents under the Credit Agreement or any other Loan Document, and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or any other provision of the Credit Agreement or any other Loan Document, all of which are hereby ratified and affirmed in all respects and shall continue in full force and effect. Except as expressly waived hereby, the provisions of the Credit Agreement and the other Loan Documents are and shall remain in full force and effect in accordance with their terms. The parties hereto acknowledge and agree that the amendment of the Credit Agreement pursuant to this Amendment and all other Loan Documents amended and/or executed and delivered in connection herewith shall not constitute a novation of the Credit Agreement and the other Loan Documents as in effect prior to the Amendment No. 6 Effective Date. This Amendment shall constitute a "Loan Document" for all purposes of the Credit Agreement and the other Loan Documents. All references to the Credit Agreement in any document, instrument, agreement, or writing shall from after the Amendment No. 6 Effective Date be deemed to refer to the Credit Agreement as amended hereby, and, as used in the Credit Agreement, the terms "Agreement," "herein," "hereafter," "hereunder," "hereto" and words of similar import shall mean, from and after the Amendment No. 6 Effective Date, the Credit Agreement as amended hereby.

Section 6.3. Counterparts. This Amendment may be executed in any number of separate counterparts by the parties hereto (including by telecopy or via electronic mail), each of which counterparts when so executed shall be an original, but all the counterparts shall together constitute one and the same instrument.

Section 6.4. GOVERNING LAW. THIS AMENDMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

Section 6.5. Reaffirmation. Each Loan Party hereto expressly acknowledges the terms of this Amendment and reaffirms, as of the date hereof and on the Amendment No. 6 Effective Date, that its guarantee of the Obligations and its grant of Liens on and security interest in the Collateral to secure the Obligations pursuant to each Collateral Document to which it is a party, in each case, remains in full force and effect on a continuous basis and extends to the

obligations of the Loan Parties under the Loan Documents (including the Credit Agreement as amended by this Amendment) subject to any limitations set out in the Credit Agreement (as so amended) and any other Loan Document applicable to that Loan Party. Each Loan Party agrees that the Obligations include, among other things and without limitation, the prompt and complete payment and performance by the Borrower when due and payable (whether at the stated maturity, by acceleration or otherwise) of principal and interest on, and premium (if any) on, the 2026 Refinancing Term Loans under the Amended Credit Agreement and that the Obligations under the Amended Credit Agreement are included in the “Secured Obligations” (as defined in the Collateral Documents). Neither the execution, delivery, performance or effectiveness of this Amendment nor the modification of the Credit Agreement effected pursuant hereto: (i) impairs the validity, effectiveness or priority of the Liens or security interests granted pursuant to any Loan Document, and such Liens and security interests continue unimpaired with the same priority to secure repayment of all Obligations, whether heretofore or hereafter incurred; or (ii) requires that any new filings be made or other action be taken to perfect or to maintain the perfection of such Liens or security interests.

Section 6.6. Electronic Signature. The words “execution,” “signed,” “signature,” and words of like import in this Amendment and the other Loan Documents (including any Assignment and Assumption) shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

Section 6.7. CUSIP. The CUSIP 01973KAK2 will be applicable to the 2026 Refinancing Term Loans as of the Amendment No. 6 Effective Date.

Section 6.8. The 2026 Refinancing Term Loan Joint Lead Arrangers. The Borrower hereby acknowledges and agrees that each of the 2026 Refinancing Term Loan Joint Lead Arrangers shall be an “Arranger” for all purposes under the Amended Credit Agreement, including for purposes of being entitled to the privileges, indemnification, immunities and other benefits afforded to the Arrangers pursuant to Sections 10.04 and 10.05 of the Credit Agreement (to the extent afforded to the Arrangers).

[Signature Pages Follow]

ALLISON TRANSMISSION HOLDINGS, INC.,
as Holdings

By: /s/ Scott Mell

Name: Scott Mell

Title: Chief Financial Officer and Treasurer

ALLISON TRANSMISSION, INC., as Borrower

By: /s/ Scott Mell

Name: Scott Mell

Title: Chief Financial Officer and Treasurer

FAIRFIELD MANUFACTURING COMPANY, INC.

By: /s/ Matt Eaglen

Name: Matt Eaglen

Title: President

[Allison – Signature Page to Amendment No. 6]

CITIBANK, N.A., as Administrative Agent and 2026
Refinancing Term Lender

By: /s/ Andrew Padovano

Name: Andrew Padovano

Title: Vice President & Managing Director

[Allison – Signature Page to Amendment No. 6]

Lender Consent to Amendment No. 6

This consent (this "Lender Consent") to Amendment No. 6 to Credit Agreement (the "Amendment") relating to that certain Second Amended and Restated Credit Agreement, dated as of March 29, 2019 (as amended by that certain Amendment No. 1 to Credit Agreement, dated as of October 11, 2019, that certain Amendment No. 2 to Credit Agreement, dated as of November 19, 2020, that certain Amendment No. 3 to Credit Agreement, dated as of February 28, 2023, that certain Amendment No. 4 to Credit Agreement, dated as of March 13, 2024, and that certain Amendment No. 5 to Credit Agreement, dated as of January 2, 2026, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, 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, as lender and L/C Issuers, Citibank, N.A., as Administrative Agent, and Citicorp North America, Inc., as collateral agent. Capitalized terms used but not defined in this Lender Consent have the meanings assigned to such terms in the Amendment or the Credit Agreement, as applicable.

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 2024 Term Loans held by such Lender (or such lesser amount allocated to such Lender by the Administrative Agent) with proceeds of a 2026 Refinancing Term Loan in a like principal amount.

Assignment Settlement Option

to have 100% of the outstanding principal amount of the 2024 Term Loans held by such Lender prepaid on the Amendment No. 6 Effective Date and to purchase by assignment 2026 Refinancing 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 [•], 2026.

(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): _____



Allison Announces Repricing of \$508 Million Term Loan due 2031

INDIANAPOLIS, June 16, 2026 – Allison Transmission Holdings, Inc. (NYSE: ALSN) (“Allison” or the “Company”), a global leader in high-performance mobility and work solutions, today announced that on June 11, 2026 it completed an opportunistic repricing of its existing \$508 million term loan due March 13, 2031 (the “Term Loan”) through an amendment (the “Amendment”) to its second amended and restated credit agreement (as amended, the “Credit Agreement”).

The Amendment reduced the applicable interest rate margin on the Term Loan by 25 basis points, resulting in an interest rate margin that is either 1.50% per annum for SOFR loans or 0.50% per annum for base rate loans. The Term Loan maturity date of March 13, 2031 and all other material provisions under the Credit Agreement remain unchanged.

“The interest rate reduction on our Term Loan will reduce annual cash interest expense by approximately \$1.3 million,” said Allison’s Chief Financial Officer and Treasurer, Scott Mell. “This repricing transaction reaffirms Allison’s commitment to prudent balance sheet management and its well-defined approach to capital structure and allocation.”

About Allison Transmission

Allison Transmission Holdings, Inc. (NYSE: ALSN) is a global leader in high-performance mobility and work solutions built for the needs of the modern industrial world. Allison operates through two business units: Allison Transmission and Allison Off-Highway Drive & Motion Systems. Headquartered in Indianapolis, Indiana, USA, the Company manufactures solutions which offer industry-leading value propositions across vital sectors such as infrastructure, mining, energy, agriculture, construction, transportation and national security. For over 110 years, Allison has been recognized as a reliable partner of choice, keeping essential industries moving anytime, in over 150 countries around the world. For more information, visit <https://allisontransmission.com>.

Forward-Looking Statements

This press release contains forward-looking statements. The words “believe,” “expect,” “anticipate,” “intend,” “estimate,” “commit” and other expressions that are predictions of or indicate future events and trends and that do not relate to historical matters identify forward-looking statements. You should not place undue reliance on these forward-looking statements. Although forward-looking statements reflect management’s good faith beliefs, reliance should not be placed on forward-looking statements because they involve known and unknown risks, uncertainties and other factors, which may cause actual results, performance or achievements to differ materially from anticipated future results, performance or achievements expressed or implied by such forward-looking statements. Forward-looking statements speak only as of the date the statements are made. We undertake no obligation to publicly update or revise any forward-looking statement, whether as a result of new information, future events, changed circumstances or otherwise. These forward-looking statements are subject to numerous risks and uncertainties, including, but not limited to: the significant costs we are expected to incur in connection with the integration of the Off-Highway Drive & Motion Systems business of Dana Incorporated (now referred to as the “Allison Off-Highway Business”); our ability to successfully integrate the Allison Off-Highway Business and its operations in the expected time frame; our ability to realize all of the anticipated benefits from the integration of the Allison Off-Highway Business and its operations and to effectively manage our expanded operations; our participation in markets that are competitive; our ability to prepare for, respond to and successfully achieve our objectives relating to technological and market developments, competitive threats and changing customer needs, including with respect to electric hybrid and fully electric commercial vehicles; increases in cost, disruption of supply or shortage of labor, freight, raw materials, energy or components used to manufacture or transport our products or those of our customers or suppliers, including as a result of geopolitical risks,

natural disasters, extreme weather events, wars and public health crises such as pandemics; global economic volatility; general economic and industry conditions, including the risk of prolonged inflation and recession; labor strikes, work stoppages or similar labor disputes, which could significantly disrupt our operations or those of our principal customers or suppliers; the highly cyclical industries in which certain of our end users operate; uncertainty in the global regulatory and business environments in which we operate; the concentration of our net sales in our top five customers and the loss of any one of these customers; cybersecurity risks to our operational systems, security systems or infrastructure owned by us or our third-party vendors and suppliers; the failure of markets outside North America to increase adoption of fully automatic transmissions; the success of our research and development efforts, the outcome of which is uncertain; U.S. and foreign defense spending; risks associated with our international operations, including acts of war and increased trade protectionism and tariffs; the discovery of defects in our products, resulting in delays in new model launches, recall campaigns and/or increased warranty costs and reduction in future sales or damage to our brand and reputation; our ability to identify, consummate and effectively integrate acquisitions and collaborations; and risks related to our indebtedness.

Contact

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