

**Exhibit 3**

Blackline of Revised Exhibit G

**Exhibit G**

**Environmental Assumption and Indemnification Agreement**

**ENVIRONMENTAL LIABILITIES  
ASSUMPTION AND INDEMNIFICATION AGREEMENT**

This Assumption and Indemnification Agreement (the “Agreement”) is made as of [●] among Maremont Corporation, a Delaware corporation (“Maremont”), its subsidiaries, Maremont Exhaust Products, Inc., a Delaware corporation (“MEP”), AVM, Inc., a South Carolina corporation (“AVM”) and Former Ride Control Operating Company, Inc., f/k/a ArvinMeritor, Inc., a Delaware corporation (collectively with Maremont, MEP and AVM, the “Debtors,” and as reorganized, the “Reorganized Debtors”), Meritor Heavy Vehicle Systems, LLC, a Delaware limited liability company (“Meritor HVS”), and ~~[EnviroCo], a [●][●] and [●]~~ (“EnviroCoArvin Environmental Management, LLC, a Delaware limited liability company and affiliate of Meritor HVS (“Arvin Environmental”). All capitalized terms not defined herein shall have the meanings ascribed to them in the Plan (as defined below). For convenience, and as the context may require, the Reorganized Debtors, Meritor HVS and ~~EnviroCo~~Arvin Environmental shall each be referred to individually as a “Party” and collectively as “Parties.”

**RECITALS**

**WHEREAS**, on [●], 2019 (the “Petition Date”), the Debtors commenced a voluntary case under chapter 11 of title 11 of United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) and contemporaneously filed the *Joint Prepackaged Plan of Reorganization of Maremont Corporation and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code*, dated [●], 2019 [Docket No. \_\_] (as may be amended, modified, or supplemented, the “Plan”);

**WHEREAS**, the Plan has been confirmed pursuant to an order of the Bankruptcy Court dated [●], 2019 [Docket No. \_\_] and approved by the United States District Court for the District of Delaware on [●], 2019 [Docket No. \_\_], which orders contain, among other things, the Asbestos Personal Injury Channeling Injunction (as defined below);

**WHEREAS**, prior to the Petition Date, the Debtors engaged in negotiations with Meritor, Inc. to determine its contributions to the Debtors under the Plan;

**WHEREAS**, under the terms of the Plan as confirmed, and in consideration of the releases in favor of Meritor and its affiliates and representatives, their inclusion in the Asbestos Personal Injury Channeling Injunction and the other benefits of the Plan to Meritor and its affiliates and representatives, Meritor HVS has agreed to indemnify the Reorganized Debtors from and against all Environmental Liabilities (as defined below) of the Reorganized Debtors, including without limitation Environmental Liabilities relating to the real property sites listed on Exhibit 1 (the “Real Property Sites”), and the Reorganized Debtors will not incur any costs or expenses in relation to such liabilities;

**THEREFORE**, in consideration of the promises and mutual covenants set forth below and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the Parties agree as follows:

**ARTICLE I  
DEFINITIONS**

“Affiliate” means, with respect to any specified Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such specified Person.

“Agreement” has the meaning specified in the Preamble.

~~“Arvin Environmental” has the meaning specified in the Preamble.~~

“Asbestos Personal Injury Channeling Injunction” has the meaning set forth in Section I.A.8 of the Plan.

“Asbestos Personal Injury Claim” has the meaning set forth in Section I.A.9 of the Plan.

“AVM” has the meaning specified in the Preamble.

“Bankruptcy Code” has the meaning specified in the Recitals.

“Bankruptcy Court” has the meaning specified in the Recitals.

“Business Day” means any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by Law to be closed in the City of Detroit, Michigan.

“Debtors” has the meaning specified in the Preamble.

~~“EnviroCo” has the meaning specified in the Preamble.~~

“Environmental Law” means any Law relating to protection of the environment or human health (in respect of exposure to Hazardous Materials), including the use, handling, transportation, treatment, storage, disposal, Release or discharge of Hazardous Materials.

“Environmental Liabilities” means any Claim, Liability, or other legal obligation including any investigatory, remedial, or corrective obligation as well as any liability for response costs or natural resources damages, fines, fees, or penalties, against any of the Reorganized Debtors under any applicable Law or Order concerning public health or safety, or pollution or protection of the environment (including all those pertaining to the presence, use, production, generation, handling, transportation, treatment, storage, disposal, distribution, labeling, testing, processing, discharge, release, threatened release, control or cleanup of any hazardous materials, substances or wastes, chemical substances or mixtures, pesticides, pollutants, contaminants, toxic chemicals, petroleum products or byproducts, polychlorinated biphenyls, noise or radiation and all those pertaining to, or asserting liability on the part of one or more Debtors related to, the Real Property Sites), provided that any Liability qualifying as an Asbestos Personal Injury Claim or related to the post-Effective Date operations or assets of the Reorganized Debtors shall not be an Environmental Liability.

“Government Authority” means any U.S. or non-U.S. federal, state, provincial, local, municipal, regional, territorial, aboriginal or any supra-national or non-U.S. government, political subdivision, governmental, regulatory or administrative authority, instrumentality, agency, body or commission or any court, tribunal, or judicial or arbitral body or any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of them, and any subdivision of them.

“Hazardous Materials” means (a) petroleum, petroleum products, by-products or breakdown products, friable asbestos or polychlorinated biphenyls and (b) any chemical, material or substance defined or regulated as toxic or as a pollutant, contaminant, hazardous substance or hazardous waste under, or for which liability or standards of care are imposed by, any applicable Environmental Law.

“Indemnified Party” and “Indemnified Parties” have the meanings specified in Section 3.1(a).

“Indemnitors” has the meaning specified in Section 3.1(a).

“Law” means any U.S. or non-U.S. federal, state, provincial, local, municipal, regional, territorial statute, law, common law, ordinance, regulation, rule, code, Order or other requirement or rule of law.

“Liabilities” means any loss, liability, debt, guarantee, claim, cause of action, demand, judgment, damage, fine, penalty, expense, commitment or obligation (whether direct or indirect, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, or due or to become due) of every kind and description, including any injury, death or damage or destruction of property, damages, assessed for the maintenance of a public or private nuisance or for the carrying on of an abnormally dangerous activity, remedial, removal or ameliorative activity and all legal, consultant, engineering, and expert fees and expenses and other costs and expenses related to any of the foregoing.

“Maremont” has the meaning specified in the Preamble.

“MEP” has the meaning specified in the Preamble.

“Meritor HVS” has the meaning specified in the Preamble.

“Order” means any order, writ, judgment, injunction, temporary restraining order, decree, stipulation, determination or award entered by or with any Government Authority.

“Party” and “Parties” have the meanings specified in the Preamble.

“Person” means any individual, partnership, firm, corporation, limited liability company, association, trust, unincorporated organization or other entity, as well as any syndicate or group that would be deemed to be a person under Section 13(d)(3) of the Securities Exchange Act of 1934, as amended.

“Petition Date” has the meaning specified in the Recitals.

“Plan” has the meaning specified in the Recitals.

“Real Property Sites” has the meaning specified in the Recitals.

“Reorganized Debtors” has the meaning specified in the Preamble.

“Release” means any release, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, abandonment or disposing into or through the environment (including surface water, groundwater, land surface or subsurface strata).

“Ride Control” has the meaning specified in the Preamble.

“Third Party Claim” has the meaning specified in Section 3.2(a).

**ARTICLE II  
ASSUMPTION**

Section 2.1 Assumption by ~~EnviroCo~~Arvin Environmental. Each Reorganized Debtor hereby assigns, grants, conveys and transfers all of such Party's right title and interest in and to all of its Environmental Liabilities to ~~EnviroCo~~Arvin Environmental, including Environmental Liabilities relating to the Real Property Sites. ~~EnviroCo~~Arvin Environmental hereby assumes from the Reorganized Debtors, without recourse, representation or warranty, any and all Environmental Liabilities and agrees to pay and perform, if and when due, all Environmental Liabilities as obligations of each Reorganized Debtor, as and from the Effective Date of the Plan.

**ARTICLE III  
INDEMNIFICATION**

Section 3.1 Indemnification by Meritor HVS and ~~EnviroCo~~Arvin Environmental.

(a) As of and after the Effective Date of the Plan, Meritor HVS and ~~EnviroCo~~Arvin Environmental (the "Indemnitors"), jointly and severally, shall indemnify Reorganized Debtors, their Affiliates and their respective current and former trustees, fiduciaries, officers, members, managers, directors, employees, agents, representatives, attorneys, accountants and other advisors (collectively the "Indemnified Parties" and each a "Indemnified Party") and save and hold each of them harmless against, and pay on behalf of or reimburse any of the Indemnified Parties as and when incurred for any Liability which any of the Indemnified Parties suffers, sustains or becomes subject to as a result of, arising out of or in connection with any Environmental Liabilities, including without limitation Environmental Liabilities relating to the Real Property Sites. Indemnitors shall manage and control any such Environmental Liabilities and may fulfill their obligations to the Indemnified Parties under this Agreement by complying with the least stringent remediation requirements allowed by applicable Environmental Law to the extent satisfactory to the relevant Governmental Authority or otherwise sufficient to resolve each such Environmental Liability.

(b) As between Indemnitors and Indemnified Parties, Indemnitors shall be responsible for and have control over the performance of any work or obligations relating to any Environmental Liabilities, including without limitation the exclusive right to (i) investigate any suspected contamination or noncompliance, (ii) conduct and obtain any tests, reports, surveys and investigations, (iii) prepare any plan for such Environmental Liabilities, and (iv) conduct or direct any work regarding such Environmental Liabilities. As between Indemnitors and Indemnified Parties, Reorganized Debtors acknowledge and agree that Indemnitors shall control all correspondence, discussions and negotiations with, and submissions to, any Governmental Authority concerning, or that may affect, any Environmental Liabilities. Unless required by applicable Environmental Law, Reorganized Debtors shall refrain from communicating either orally or in writing, or in any other manner, with any Governmental Authority concerning Indemnitor's obligations under this Agreement. Reorganized Debtors shall reasonably cooperate with Indemnitors with respect to any action required of any Reorganized Debtor relating to any Environmental Liabilities. Without limiting the generality of the foregoing, Reorganized Debtors shall

reasonably cooperate with Indemnitors to the extent any of their participation is required in order for Indemnitors to execute, file and record on the local land records any legal instrument to establish any covenants or agreements that Indemnitors may determine from time to time are necessary relating to the Environmental Liabilities, all at Indemnitor's expense.

(c) If and to the extent any provision of Sections 3.1(a) and (b) are unenforceable for any reason, the Indemnitors, jointly and severally, hereby each agrees to make the maximum contribution to Reorganized Debtors to the payment and satisfaction of the Environmental Liability for which indemnification is provided in Section 3.1(a) to the extent permissible under applicable Laws.

Section 3.2 Notice; Third Party Claims.

(a) If an Indemnified Party receives notice of the assertion or commencement of any action, suit or proceeding asserted against such Indemnified Party by a third Person (a "Third Party Claim") in respect of any matter that is subject to indemnification under Section 3.1(a), that Indemnified Party shall give Indemnitors prompt written notice thereof, specifying the facts constituting the basis for such claim, the amount, to the extent known, and the Indemnified Party shall tender to Indemnitors copies of any papers that it has received in respect of the claim. The failure of the Indemnified Party to provide prompt notice as provided herein with respect to any claim for which indemnification is sought shall not relieve Indemnitors of their obligations hereunder, except to the extent that they are prejudiced by the failure to provide prompt notice.

(b) If, within ten Business Days of the receipt of notice from the Indemnified Party pursuant to Section 3.2(a), the Indemnitors jointly acknowledge in writing to the Indemnified Parties their obligation to indemnify the Indemnified Parties hereunder against any Environmental Liability that may result from such Third Party Claim, the Indemnitors shall assume the defense at their sole expense of that Third Party Claim with counsel that they select, which Indemnitors shall prosecute diligently; provided, however, that the Indemnified Party shall be entitled to retain its own counsel in each jurisdiction for which the Indemnified Party determines counsel is required, at the expense of the Indemnified Party. The Indemnified Parties shall cooperate with the Indemnitor in such defense, including by entering into a mutually acceptable joint defense agreement, and the Indemnified Parties shall make available to the Indemnitor, at the Indemnitor's expense, all witnesses, pertinent records, materials and information in the Indemnified Parties' possession or under their control relating thereto as is reasonably required by the Indemnitors. No such Third Party Claim may be settled by the Indemnitor without the prior written consent of the Indemnified Party; provided, however, that the Indemnified Party shall not unreasonably withhold, condition or delay such consent.

**ARTICLE IV**  
**REPRESENTATIONS, WARRANTIES AND ADDITIONAL COVENANTS**

Section 4.1 Each Party hereby represents and warrants to each other Party as follows:

(a) Such Party is duly incorporated, organized or formed (as applicable), validly existing and in good standing under the Laws of the jurisdiction of its incorporation, organization or formation; if required by applicable Laws, that it is duly qualified and in good standing in the jurisdiction of its principal place of business, if different from its jurisdiction of incorporation, organization or formation; and that it has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and all necessary actions by the board of directors, shareholders, managers, members, partners, trustees, beneficiaries or other applicable Persons necessary for the due authorization, execution, delivery and performance of this Agreement by that Party have been duly taken.

(b) Such Party has duly executed and delivered this Agreement and it constitutes the legal, valid and binding obligations of such Party, enforceable against it in accordance with their terms (except as may be limited by bankruptcy, insolvency, reorganization or similar laws of general application relating to or affecting creditors' rights, generally and by the effect of general principles of equity, regardless of whether considered at Law or in equity).

(c) Such Party's authorization, execution, delivery and performance of this Agreement does not and will not (A) conflict with, or result in a breach, default or violation of, (1) its organizational documents, (2) any contract or agreement to which that Party is a party or is otherwise subject, or (3) any Law, order, judgment, decree, writ, injunction or arbitral award to which that Party is subject; or (B) require any consent, approval or authorization from, filing or registration with, or notice to, any Governmental Authority or other Person, unless such requirement has already been satisfied.

Section 4.2 Meritor HVS represents and warrants that ~~EnviroCo~~[Arvin Environmental](#) is and will remain its affiliate during all times in which Meritor HVS has any obligations under this Agreement.

#### **MISCELLANEOUS**

Section 5.1 No Third-Party Beneficiaries. This Agreement will not confer any rights or remedies upon any person other than the Parties and the other Indemnified Parties, provided, however, that pursuant to Section IV.F of the Plan, any governmental unit asserting claims related to Environmental Liabilities may apply to any court of competent jurisdiction for an order to require the applicable Reorganized Debtor to enforce against ~~EnviroCo~~[Arvin Environmental](#) or Meritor HVS the provisions in this Agreement.

Section 5.2 Entire Agreement. As of the Effective Date, this Agreement constitutes the entire agreement among the Parties hereto with respect to the subject matter hereof and supersedes any prior understandings, agreements, or representations between or among the Parties, written or oral, to the extent they relate in any way to the subject matter hereof.

Section 5.3 Effectiveness of Agreement. This Agreement will be of no force or effect unless and until (a) this Agreement is duly executed by the Parties and (b) the Effective Date of the Plan has occurred.



Section 5.4 Succession and Assignment. This Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. No Party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the Parties hereto, and any assignment without such prior consent shall be void.

Section 5.5 Counterparts. This Agreement may be executed in one or more counterparts, including by means of facsimile, each of which will be deemed an original but all of which together will constitute one and the same instrument.

Section 5.6 Headings. The section headings contained in this Agreement are inserted for convenience only and will not affect in any way the meaning or interpretation of this Agreement.

Section 5.7 Notices. Any notice, statement, or other report required or permitted by this Agreement must be: (a) in writing and is deemed given when (i) delivered personally to the recipient, (ii) sent by facsimile before 5:00 p.m. prevailing Eastern Time on a Business Day with a copy of such facsimile sent to the recipient by reputable overnight courier service (charges prepaid) on the same day, (iii) five (5) days after deposit in the United States mail, mailed by registered or certified mail, return receipt requested, postage prepaid, or (iv) one (1) Business Day after being sent to the recipient by reputable overnight courier service (charges prepaid); and (b) addressed to the parties to whom such notice, statement or report is directed (and, if required, its counsel) at the addresses set forth below, or at such other address as such party may designate from time to time in writing in accordance with this section.

If to Reorganized Debtors:

Maremont Corporation  
[27 Albany Avenue](#)  
[Brooklyn, New York 11216](#)  
[Attention: Sherman K. Edmiston III, HI CapM Advisors](#)  
[\_\_\_\_\_] }  
[\_\_\_\_\_] }  
Attention: [\_\_\_\_\_] }

with a copy to

[Sidley Austin LLP](#)  
[One South Dearborn Street](#)  
[Chicago, Illinois 60603](#)  
[\_\_\_\_\_] }  
[\_\_\_\_\_] }  
[\_\_\_\_\_] }  
Attention: [\_\_\_\_\_] } [Andrew F. O’Neill](#)

If to Meritor HVS or ~~EnviroCo~~[Arvin Environmental](#):

Meritor Heavy Vehicle Systems, LLC  
2135 West Maple Road  
Troy, MI 48084  
Attention: Loree J. Shelko

Any Party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other Parties notice in the manner herein set forth.

Section 5.8 Bankruptcy Court Jurisdiction. Notwithstanding anything to the contrary contained in this Agreement, the Bankruptcy Court shall have exclusive jurisdiction of all matters arising out of or related to disputes arising in connection with the interpretation, implementation or enforcement of this Agreement, and the parties consent to the exclusive jurisdiction of the Bankruptcy Court.

Section 5.9 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Michigan.

Section 5.10 Amendments and Waivers. No amendment of any provision of this Agreement will be valid unless the same is in writing and signed by the Parties hereto. No waiver of any provision of this Agreement or any default, misrepresentation, or breach of warranty or covenant hereunder, whether or not intentional, will be valid unless the same is in writing and signed by the party making such waiver; nor will such waiver be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent default, misrepresentation, or breach of warranty or covenant.

Section 5.11 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any circumstance in any jurisdiction will not affect the validity or enforceability of the offending term or provision in any other circumstance or in any other jurisdiction, nor will it affect the validity or enforceability of the remaining terms and provisions hereof, unless the prohibition or unenforceability of such provisions will materially change the purpose or effect of this Agreement.

Section 5.12 Incorporation. The exhibits and schedules attached hereto and identified in this Agreement are incorporated by reference and made a part of this Agreement.

Section 5.13 Further Assurances. Each of the parties shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their authorized representatives as indicated below as of the date set forth above in the preamble.

MAREMONT CORPORATION

By:

Name: Carl D. Anderson, II  
Title: Chairman and Sole Officer

MAREMONT EXHAUST PRODUCTS, INC.

By:

Name: Carl D. Anderson, II  
Title: Chairman and Sole Officer

AVM, INC.

By:

Name: Carl D. Anderson, II  
Title: Chairman and Sole Officer

FORMER RIDE CONTROL OPERATING  
COMPANY, INC.

By:

Name: Carl D. Anderson, II  
Title: Chairman and Sole Officer

~~{ENVIROCO}~~

ARVIN ENVIRONMENTAL, LLC

By:

Name: ~~{•}~~Brett L. Eilander

Title: ~~{•}~~Vice President and Secretary

MERITOR HEAVY VEHICLE SYSTEMS, LLC

By:

Name: ~~{•}~~Brett L. Eilander

Title: ~~{•}~~

Vice President and Secretary

**Exhibit 1**  
**Real Property Sites**

<b>Site</b>	<b>Location</b>
Paulding Site	700 West Caroline Street, Paulding, Ohio 45879
Chickasha Site	700 North Industrial Boulevard, Chickasha, Oklahoma 73018
Hardage/Criner Site	3/4 Miles West of Town on Highway 122, Criner, Oklahoma 73080
Marion Site	144 Tranquil Church Road, Mullins, South Carolina 29574
Zion Site	Old Zion School Road, Mullins, South Carolina 29574
Easley Site	619 Rolling Hills Circle, Easley, South Carolina 29640
Cape Town Site	76 White Road, Retreat, Cape Town, 7965, South Africa