

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C 36, AS AMENDED**

**AND IN THE MATTER OF TK HOLDINGS INC., AND THOSE OTHER
COMPANIES LISTED ON SCHEDULE "A" HERETO (collectively, the "Chapter
11 Debtors")**

**AND IN THE MATTER OF TAKATA CORPORATION, AND THOSE OTHER
COMPANIES LISTED ON SCHEDULE "B" HERETO (the "Japanese Debtors",
and collectively with the Chapter 11 Debtors, the "Debtors")**

**APPLICATION OF TK HOLDINGS INC. AND TAKATA CORPORATION
UNDER SECTION 46 OF THE
*COMPANIES' CREDITORS ARRANGEMENT ACT***

**MOTION RECORD
VOLUME I OF II**

**(re: Recognition of Claims Processes and Second Day Orders)
(Returnable October 13, 2017)**

October 5, 2017

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Index Tab

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**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
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LISTED ON SCHEDULE "A" HERETO (collectively, the "Chapter 11 Debtors")**

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**APPLICATION OF TK HOLDINGS INC. AND TAKATA CORPORATION
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**MOTION RECORD
VOLUME I OF II**

**(re: Recognition of Claims Processes and Second Orders)
(Returnable October 13, 2017)**

INDEX

Tab.	Documents
VOLUME I	
1.	Notice of Motion
2.	Affidavit of Keith A. Teel, sworn October 3, 2017
A.	Declaration of Shai Y. Waisman
B.	Declaration of Jim Messina
C.	Declaration of Thomas Vasquez
D.	Chapter 11 Claims Process Order
E.	TKH Canadian Pre-Filing Creditors

Tab.	Documents
F.	Final Order Authorizing the Debtors to (I) Pay Prepetition Obligations Owed to Certain Foreign Vendors and Lien Claimants and (II) Grant Administrative Status for Certain Goods Delivered to Debtors Postpetition
G.	Final Order Authorizing Debtors to (I) Pay Prepetition Wages, Salaries, and Other Compensation and Benefits, and (II) Maintain Employee Benefit Programs and Pay Related Administrative Obligations
H.	Final Order Approving (I) Debtors' Proposed Form of Adequate Assurance of Payment to Utility Companies, (II) Establishing Procedures for Resolving Objections by Utility Companies, and (III) Prohibiting Utility Companies from Altering, Refusing, or Discontinuing Service
I.	Final Order Authorizing Debtors to (I) Pay Certain Prepetition Taxes and Assessments, and (II) Authorizing Banks to Honor and Process Related Checks and Transfers
J.	Order Pursuant to 11 U.S.C. §§ 105(a), 327, 328, and 330 Authorizing the Debtor to Employ Professionals Used in the Ordinary Course of Business <i>Nunc Pro Tunc</i> to the Petition Date
K.	Order Pursuant to 11 U.S.C. §§ 331 and 105(a) Authorizing Debtors to Establish Procedures for Interim Compensation and Reimbursement of Expenses of Professionals
L.	Order Pursuant to 11 U.S.C. §§ 327(a) and 328(a), Fed. R. Bankr. P. 2014 and 2016, and Local Rules 2014-1 and 2016-1 Authorizing Debtors to Retain and Employ Weil, Gotshal & Manges LLP as Attorneys for Debtors <i>Nunc Pro Tunc</i> to the Petition Date
M.	Order Pursuant to 11 U.S.C. § 327, Fed. R. Bankr. P. 2014(a) and 2016, and Local Rule 2014-1 Authorizing Debtors to Employ and Retain Prime Clerk LLC as Administrative Advisor <i>Nunc Pro Tunc</i> to the Petition Date
N.	Order Authorizing the Debtors to Employ and Retain Richards, Layton & Finger, P.A. as Co-Counsel Pursuant to Section 327(a) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016 and Local Rule 2014-1, <i>Nunc Pro Tunc</i> to the Petition Date
O.	Order Authorizing the Employment and Retention of Covington & Burling LLP as Special Litigation, Regulatory and Corporate Counsel for the Debtors <i>Nunc Pro Tunc</i> to the Petition Date

Tab.	Documents
P.	Order Pursuant to 11 U.S.C. §§ 327(a), 328 and 330(a), Fed. R. Bankr. P. 2014 and 2016 and Local Rules 2014-1 and 2016-1 For Authorizing Debtors to Retain and Employ and PricewaterhouseCoopers LLP as Financial Advisors to the Debtors <i>Nunc Pro Tunc</i> to the Petition Date and Waiving Certain Information Requirements of Local Rule 2016-2
Q.	Final Order to Pay Prepetition Obligations Owed to Certain Critical Vendors
R.	Final Order to (I) Continue Tooling and Warranty Programs in the Ordinary Course of Business and Pay Prepetition Obligations Related Thereto, and (II) Authorize Banks to Honor and Process Related Checks and Transfers
S.	Final Order to Continue Insurance and Surety Bond Programs and Pay All Obligations With Respect Thereto
T.	Order Pursuant to 11 U.S.C. §§ 327(a) and 328(a), Fed. R. Bankr. P. 2014 and 2016 and Del. Bankr. L.R. 2014-1 Authorizing the Retention and Employment of Lazard Freres & Co. LLC and Lazard Freres K.K. as Investment Banker to the Debtors <i>Nunc Pro Tunc</i> to the Petition Date and Waiting Certain Information Requirements of Local Rule 2016-2
U.	Order Pursuant to 11 U.S.C. §§ 105 and 1103 and Federal Rule of Bankruptcy Procedure 2014 Authorizing the Retention and Employment of Frankel Wyron LLP Counsel to the Future Claimants' Representative, <i>Nunc Pro Tunc</i> to July 24, 2017
V.	Order Pursuant to 11 U.S.C. §§ 105 and 1103 and Federal Rule of Bankruptcy Procedure 2014 Authorizing the Retention and Employment of Ashby & Geddes, P.A. as Co-Counsel to the Future Claimants' Representative, <i>Nunc Pro Tunc</i> to July 24, 2017
W.	Order Appointing Roger Frankel as Legal Representative for Future Personal Injury Claimants <i>Nunc Pro Tunc</i> to July 20, 2017
X.	Order Appointing Fee Examiner and Establishing Procedures for Consideration of Requested Fee Compensation and Reimbursement of Expenses
Y.	Final Order (I) Authorizing Debtors to (A) Continue Their Existing Cash Management System, (B) Honor Certain Prepetition Obligations Related to the Use Thereof, (C) Provide Certain Postpetition Claims Administrative Expense Priority, (D) Continue Intercompany Funding of Certain Non-Debtors, and (E) Maintain Existing Bank Accounts and Business Forms; and (II) Extending Time to Comply with Requirements of 11 U.S.C. § 345(b)

Tab.	Documents
Z.	Order Pursuant to 11 U.S.C. 105, 363 and 503 For Authority to Pay Fees and Expenses Incurred by the NHTSA Monitor, to Pay the NHTSA Civil Penalty, and to Honor Certain Related Obligations
AA.	Final Order (i) Authorizing Debtors to Enter into Accommodation Agreement and Access Agreement With Certain Customers, (ii) Granting Adequate Protection to Certain Consenting OEMs in Connection Therewith, (iii) Modifying the Automatic Stay to Implement and Effectuate the Terms of the Interim Order, and (vi) Scheduling a Final Hearing
VOLUME II	
3.	Affidavit of Hiroshi Kasuya, sworn October 2, 2017
A.	Declaration of Nobuaki Kobayashi
B.	Affidavit of Hiroshi Shimizu, sworn August 24, 2017 (without exhibits)
C.	Commencement Notice Package
D.	Commencement Notice Package Recipients
E.	Claims Process FAQ, August 7, 2017
F.	TKJP Website
4.	Draft Claims Process Recognition Order
5.	Draft Second Day Recognition Order

Tab 1

Court File No. CV-17-11857-00CL

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**APPLICATION OF TK HOLDINGS INC. AND TAKATA CORPORATION UNDER
SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT***

**NOTICE OF MOTION
(re: Recognition of Claims Processes and Second Day Orders)
(Returnable October 13, 2017)**

The Foreign Representatives will make a motion pursuant to Part IV of the CCAA before a judge presiding over the Commercial List on October 13, 2017 at 9:30 a.m., or as soon after that time as the motion can be heard, at Toronto, Ontario.

PROPOSED METHOD OF HEARING: The motion is to be heard orally.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the glossary attached hereto as **Schedule "C"**.

THE MOTION IS FOR:

- (a) an order (the “**Claims Process Recognition Order**”) substantially in the form of the draft order included at Tab 4 of the Motion Record of the Foreign Representatives that, among other things, recognizes and gives full force and effect in all provinces and territories of Canada to:
- (i) the Order of the U.S. Bankruptcy Court that, among other things:
- A. Establishes deadlines for filing proofs of claim against the Chapter 11 Debtors in the Chapter 11 Proceedings; and
- B. Establishes the form and manner of notice of the claims process (the “**Chapter 11 Claims Process Order**”);
- (ii) The portions of the Japanese Court Orders that establish a deadline for filing proofs of rehabilitation claims against the Japanese Debtors, and a schedule for the Japanese Proceedings (collectively with the Chapter 11 Claims Process Order, the “**Claims Process Orders**”); and
- (b) an order (the “**Second Day Recognition Order**”) substantially in the form of the draft order included at Tab 5 of the Motion Record of the Foreign Representatives that, among other things, recognizes and gives full force and effect in all provinces and territories of Canada to the U.S. Second Day Orders (as defined below) of the U.S. Bankruptcy Court.

THE GROUNDS FOR THE MOTION ARE:***Background***

1. The claims process deadlines for the Japanese Proceedings were set out in the Japanese Court Orders issued on June 28, 2017. While other aspects of those Japanese Court Orders were recognized on September 1, 2017, recognition of the claims process provisions was not sought at that time to allow recognition of the claims processes in the Japanese Proceedings and the Chapter 11 Proceedings to be sought at the same time.
2. On October 2, 2017, the U.S. Bankruptcy Court issued the Chapter 11 Claims Process Order.
3. From July to October, 2017, the U.S. Bankruptcy Court granted orders (the “**U.S. Second Day Orders**”) which include (i) final versions of interim orders that were previously recognized by this Court on June 28, 2017, (ii) orders regarding the employment and retention of professionals by the Chapter 11 Debtors and others, and (iii) the appointment of a Representative for Future Personal Injury Claimants (as defined in the U.S. Second Day Orders).

Canadian Creditors of the Debtors

4. The potential Canadian creditors of the Debtors whose identities are known to Takata (collectively, the “**Known Canadian Creditors**”) are:
 - (a) the putative representative plaintiffs in the Canadian Class Actions;
 - (b) the putative representative plaintiffs in the Canadian Competition Class Actions;

- (c) the plaintiffs in the two Canadian Personal Injury Actions that have been commenced against TKH and the one Canadian Personal Injury Action that has been commenced against TKJP; and
- (d) the 137 General Canadian Creditors of TKH and one known general creditor of TKJP.

Chapter 11 Claims Process Order

5. The Chapter 11 Claims Process Order contemplates the following noticing and claims process and deadlines:

Claims Bar Dates

- (a) Proofs of claim by any person or entity *other* than PPICs and Governmental Units must be filed by November 27, 2017 at 5:00 p.m. EST (the “**General Bar Date**”);
- (b) Proofs of Claim by Governmental Units must be filed by December 22, 2017 at 5:00 p.m. EST (the “**Governmental Bar Date**”); and
- (c) Proofs of claim by PPICs must be filed by December 27, 2017 at 5:00 p.m. EST (the “**PPIC Bar Date**” and collectively with the General Bar Date and the Governmental Bar Date, the “**Bar Dates**”).

Notice

- (d) The Chapter 11 Debtors will cause to be mailed a General Proof of Claim Form and General Bar Date Notice to known creditors, including Known Canadian Creditors, by October 5, 2017 (the “**General Notice Plan**”);
 - (e) The Chapter 11 Debtors will cause to be mailed a PPIC Combined Notice all U.S. PPIC Notice Parties by November 4, 2017 (the “**U.S. PPIC Notice Plan**”); and
 - (f) The Chapter 11 Debtors will publish newspaper notices in domestic and international publications, including The Globe and Mail and Le Devoir in Canada (the “**Unknown Creditor Notice Plan**” and collectively with the General Notice Plan and the U.S. PPIC Notice Plan, the “**Notice Plan**”).
6. Any claimant that fails to file a proof of claim by the applicable Bar Date will not be treated as a creditor for the purposes of distribution in the Chapter 11 Proceedings and their claim may be discharged under the Chapter 11 Plan of the Chapter 11 Debtors.
7. The proposed claims process and Notice Plan is the result of thorough consideration and analysis by the Chapter 11 Debtors and their advisors over the course of several months, reflects considerable amendments to the Notice Plan made to accommodate concerns expressed by various stakeholders, and has been approved by the U.S. Bankruptcy Court.

Japanese Claims Process

8. Pursuant to the Japanese Court Orders, a potential creditor of the Japanese Debtors must file a proof of rehabilitation claim by August 25, 2017 or such later date as may be permitted by the Japanese Court (the “**Japanese Claims Deadline**”), in order to participate in the Japanese Proceedings. This claims deadline provides a claims period that is double the 30-day claims period than is typical in civil rehabilitation proceedings in Japan.

9. In addition to this extended initial time period, a creditor may submit a proof of claim in Japan up to October 30, 2017 where the reason for their failure to submit a claim prior to the Japanese Claims Deadline was not attributable to them.

10. The Japanese Debtors have indicated they will make best efforts to ask the Japanese Court to accept proofs of claims from foreign creditors that are received by October 30, 2017. As of September 18, 2017, the Japanese Court had accepted (though not necessarily allowed, as the claims will still be assessed) all of the 27 proofs of claim that had been filed after the Japanese Claims Deadline.

The Japanese Debtors have already provided notice of the Japanese Claims Deadline to known and unknown Canadian creditors of the Japanese Debtors, as follows:

Known Canadian Creditors

- (a) On July 14, 2017, the Japanese Debtors sent a claims package to their sole non-litigation creditor;

- (b) During the week of July 24, 2017, the Japanese Debtors sent a claims package to counsel of record for the individual plaintiffs and proposed representative plaintiffs in the Canadian Actions;

Unknown Canadian Creditors

- (c) On July 5, 2017 and July 12, 2017, following recognition of the Chapter 11 Proceedings in Canada, a general notice was published in The Globe and Mail (National Edition) and National Post that provided a link to the Prime Clerk Website and the FTI Website;
- (d) On July 10, 2017, the Japanese Debtors posted a document providing answers in the English language to frequently asked questions about the claims process in the Japanese Proceeding on the TKJP Website;
- (e) On July 18, 2017, a notice regarding the Japanese Claims Deadline was posted on the FTI Website along with a link to the TKJP Website;
- (f) On August 15, 2017, the Japanese claims package was posted on the FTI Website; and
- (g) On September 12, 2017 and September 19, 2017, following recognition of the Japanese Proceedings in Canada, a notice was published in The Globe and Mail (National Edition) and National Post that provided a link to the Prime Clerk Website and the FTI Website and included a notice regarding the Japanese Claims Deadline.

Appropriate to Recognize Claims Process Orders

11. The Claims Process Orders will assist the Debtors in ascertaining the total universe of claims against them and facilitate the implementation of the Global Transaction.
12. The claims deadlines provide sufficient time for all parties in interest to assert their claims against the Debtors in the Foreign Proceedings.
13. The proposed claims and noticing processes are designed to provide notice to all known and unknown creditors of the Debtors, including those situated in Canada, and are at least as robust as claims and noticing processes that have been approved by the Canadian courts in other cases.
14. To the extent reasonably practicable, potential Canadian creditors are treated in the same manner as other similarly situated creditors in the U.S., Japan and around the world.
15. Accordingly, the Claims Process Orders are appropriate and necessary for the protection of the Debtors' property and the interests of creditors in a successful restructuring and the consummation of the Global Transaction and it is appropriate to grant the order requested.

Appropriate to Recognize the U.S. Second Day Orders

16. On June 28, 2017, this Court recognized the U.S. First Day Orders granted by the U.S. Bankruptcy Court. The U.S. First Day Orders were granted on an interim basis to apply until a full hearing on notice could be held by the U.S. Bankruptcy Court.

17. The U.S. Second Day Orders are chiefly final versions of these Orders, which have already been recognized by this Court. Additionally, the U.S. Second Day Orders include orders regarding the employment and retention of professionals by the Chapter 11 Debtors and others.

18. Recognition of the U.S. Second Day Orders in Canada is appropriate and necessary for the protection of the Chapter 11 Debtors' property, as they are each important to the Chapter 11 Debtors' continued operations and progress towards implementation of the Global Transaction.

19. The moving parties will also rely on:

- (a) the provisions of the CCAA and the inherent and equitable jurisdiction of this Court;
- (b) the *Rules of Civil Procedure* (Ontario), with particular reference to Rules 3.02, 5, 6.01, 16 and 37; and
- (c) such further and other grounds as counsel may advise and the Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion:

- (a) Affidavit of Keith A. Teel, sworn October 4, 2017;
- (b) Affidavit of Hiroshi Kasuya, sworn October 2, 2017;
- (c) First Report of FTI Consulting Canada Inc., in its capacity as Information Officer, dated September 28, 2017; and

- (d) Such further and other materials as counsel may advise and this Court may permit.

October 5, 2017

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Schedule “A” – Chapter 11 Debtors

1. TK Holdings Inc.
2. Takata Americas
3. TK Finance, LLC
4. TK China, LLC
5. TK Mexico Inc.
6. TK Mexico LLC
7. Interiors in Flight, Inc.
8. Takata Protection Systems Inc.
9. TK Holdings de Mexico S. de R.L. de C.V.
10. Industrias Irvin de Mexico, S.A. de C.V.
11. Takata de Mexico, S.A. de C.V.
12. Strosshe-Mex, S. de R.L. de C.V.

Schedule “B” – Japanese Debtors

1. Takata Corporation
2. Takata Kyushu Corporation
3. Takata Service Corporation

Schedule “C” – Glossary

Defined Term	Definition
Abeyance Actions	<p>The five Canadian Class Actions that are currently being held in abeyance, specifically:</p> <ul style="list-style-type: none"> • <i>Rai v. Takata Corporation et al.</i>, B.C. Supreme Court File No. S-148694 • <i>Loewenthal v. Takata Corporation et al.</i>, B.C. Supreme Court File No. S149072 • <i>Covill v. Takata Corporation et al.</i>, Saskatchewan Court of Queen’s Bench File No. QBG 2561/2014 • <i>Hall v. Takata Corporation et al.</i>, Saskatchewan Court of Queen’s Bench File No. QBG 1284/2015 • <i>Vitoratos et al. v. Takata Corporation et al.</i>, 500-06-000723-144
Canadian Actions	Collectively, the Canadian Class Actions, the Canadian Competition Class Actions and the Canadian Personal Injury Actions.
Canadian Class Actions	14 putative class actions commenced in four Canadian provinces (British Columbia, Saskatchewan, Quebec and Ontario) which name TKH, TKJP and certain non-Debtor subsidiaries, as well as certain OEMs, as Defendants.
Canadian Competition Class Actions	<p>Four putative competition class actions commenced in four Canadian provinces (British Columbia, Ontario, Saskatchewan, Quebec) against TKH, TKJP, along with certain OEMs, specifically:</p> <ul style="list-style-type: none"> • <i>Sheridan Chevrolet Cadillac Ltd. v. Autoliv ASP, et al.</i>, Ontario Superior Court of Justice File No. CV-13-472259-00CP • <i>M. Serge Asselin v. Autoliv Inc., et al.</i>, Quebec Superior Court File No. 200-06-000158-132 • <i>Ewert v. Autoliv, Inc., et al.</i>, B.C. Supreme Court File No.

Defined Term	Definition
	<p>S132959</p> <ul style="list-style-type: none"> • <i>Cindy Retallick and Jagjeet Singh Rajput v. Autoliv ASP Inc. et al.</i>, Saskatchewan Court of Queen’s Bench File No. Q.B. No. 988 of 2014
Canadian Personal Injury Actions	<p>Three personal injury actions commenced by individual plaintiffs against TKH and/or TKJ in Ontario, specifically:</p> <ul style="list-style-type: none"> • <i>Bluestone et al. v. Takata Corporation et al.</i>, Ontario Superior Court of Justice File No. CV-15-535772 • <i>Hallett v. Takata Corporation et al.</i>, Ontario Superior Court of Justice File No. CV-16-55579700CP • <i>Gordon v. Takata Corporation et al.</i>, Ontario Superior Court of Justice File No. CV-17-577414
Canadian Recognition Orders	<p>The Initial Recognition Order (Foreign Main Proceeding) and Supplemental Recognition Order (Foreign Main Proceeding) issued by the Ontario Superior Court of Justice on June 28, 2017, as amended by the Japanese Recognition Order.</p>
CCAA	<p><i>Companies’ Creditors Arrangement Act</i>, R.S.C. 1985, c. C-36, as amended.</p>
Chapter 11 Proceedings	<p>The proceedings commenced by the Chapter 11 Debtors in the U.S. Bankruptcy Court.</p>
Continuing Actions	<p>The five Canadian Class Actions that have been consolidated into national class actions proceeding in Ontario, specifically:</p> <ul style="list-style-type: none"> • <i>Des-Rosiers et al. v. Takata Corporation et al.</i>, Ontario Superior Court of Justice File No. CV-16-543767-00CP • <i>McIntosh v. Takata Corporation et al.</i>, Ontario Superior Court of Justice File No. CV-16-543833-00CP • <i>Coles v. Takata Corporation et al.</i>, Ontario Superior Court of Justice File No. CV-16-543764-00CP • <i>Mailloux v. Takata Corporation et al.</i>, Ontario Superior

Defined Term	Definition
	<p>Court of Justice File No. CV-16-543763-00CP</p> <ul style="list-style-type: none"> • <i>D'Haene et al. v. Takata Corporation et al.</i>, Ontario Superior Court of Justice File No. CV-16-543766-00CP
Foreign Proceedings	Collectively, the Chapter 11 Proceedings and the Japanese Proceedings.
Foreign Representatives	Collectively, the U.S. Foreign Representative and the Japanese Foreign Representative.
Information Officer	FTI Consulting Canada Inc., in its capacity as information officer appointed pursuant to the Canadian Recognition Orders.
Japanese Court	The 20 th Department of the Civil Division of the Tokyo District Court.
Japanese Court Orders	The Orders issued by the Japanese Court on June 26, 2017 and June 28, 2017 (i) appointing the Supervisor, and (ii) approving the commencement of the Japanese Debtors' proceedings under the Civil Rehabilitation Act and establishing a schedule for the civil rehabilitation proceedings.
Japanese Foreign Representative	TKJP in its capacity as foreign representative of the Japanese Debtors.
Japanese Proceedings	The civil rehabilitation proceedings commenced by the Japanese Debtors in the Japanese Court.
Japanese Recognition Order	The Japanese Recognition Order issued by the Ontario Superior Court of Justice on September 1, 2017.
PPICs	Potential PSAN Inflater Claimants
Prime Clerk	Prime Clerk LLC
Supervisor	Mr. Katsuyuki Miyakawa, a Japanese attorney, appointed as the Japanese Debtors' supervisor pursuant to the Japanese Court Orders.
Takata	TKJP collectively with TKH and all of TKJP's direct and indirect subsidiaries.

Defined Term	Definition
TKH	TK Holdings Inc.
TKJP	Takata Corporation
U.S. Bankruptcy Court	The United States Bankruptcy Court for the District of Delaware.
U.S. First Day Orders	Certain first day orders that were issued in the Chapter 11 Proceedings on June 27, 2017.
U.S. Foreign Representative	TKH, in its capacity as foreign representative of the Chapter 11 Debtors.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at [Toronto](#)

**NOTICE OF MOTION
(re: Recognition of Claims Processes and
Second Day Orders)
(Returnable October 13, 2017)**

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Tab 2

Court File No. CV-17-11857-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C 36, AS AMENDED**

**AND IN THE MATTER OF TK HOLDINGS INC., AND THOSE OTHER COMPANIES
LISTED ON SCHEDULE "A" HERETO (collectively, the "Chapter 11 Debtors")**

**AND IN THE MATTER OF TAKATA CORPORATION, AND THOSE OTHER
COMPANIES LISTED ON SCHEDULE "B" HERETO (the "Japanese Debtors", and
collectively with the Chapter 11 Debtors, the "Debtors")**

**APPLICATION OF TK HOLDINGS INC. AND TAKATA CORPORATION
UNDER SECTION 46 OF THE
*COMPANIES' CREDITORS ARRANGEMENT ACT***

**AFFIDAVIT OF KEITH A. TEEL
SWORN OCTOBER 5, 2017
(re: Recognition of Claims Processes and Second Day Orders)**

TABLE OF CONTENTS

I. OVERVIEW	6
II. BACKGROUND	6
III. CHAPTER 11 CLAIMS PROCESS ORDER	7
Background	7
Overview of Order and Bar Dates	8
Canadian Creditors.....	10
Claims Process: Known Creditors	10
Claims Process: U.S. PPICs.....	12
Claims Process: Canadian Unknown Creditors	13
Consequences of Failure to File a Proof of Claim	15
Revisions to Notice Plan to Reflect Stakeholder Input.....	15
IV. U.S. SECOND DAY ORDERS	16
Background	16
July 26 Orders	17
August 9 Orders	19
August 30 Orders	20
September 6-7 Orders	21
September 12 and 18 Orders.....	21

October 2 Order 22

Court File No. CV-17-11857-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

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**AFFIDAVIT OF KEITH A. TEEL
SWORN OCTOBER 5, 2017
(re: Recognition of Claims Processes and Second Day Orders)**

I, Keith A. Teel, of the City of Bethesda, in the State of Maryland, United States of America, MAKE OATH AND SAY:

1. I am a lawyer admitted to the practice of law in the District of Columbia and a partner with the firm Covington & Burling LLP, which is counsel to TK Holdings Inc. ("**TKH**") and its affiliates in ongoing product liability and consumer protection litigation in the United States. Since February 2017, I have served as interim General Counsel for TKH on an external basis.
2. In addition, I am national coordinating counsel for all civil litigation brought against the Debtors in the United States and Canada. I also serve as lead counsel to TKH in ongoing Multi-District Litigation proceedings in the Southern District of Florida, which is a consolidation of numerous private civil actions brought against the Debtors.

3. Accordingly, I have personal knowledge of the matters herein, except where I have indicated that I have obtained facts from other sources, in which case I believe those facts to be true.
4. All capitalized terms used but not otherwise defined in this affidavit have the meanings given to them in the glossary attached hereto as **Schedule “C”**.
5. On September 8, 2017, the following declarations were sworn in support of a motion by the Chapter 11 Debtors for the Chapter 11 Claims Process Order (defined below):
 - (a) The declaration of Shai Y. Waisman, Chief Executive Officer of Prime Clerk LLC (“**Prime Clerk**”), the official claims and noticing agent for the Chapter 11 Debtors (the “**Waisman Declaration**”), dated September 8, 2017, a true copy of which is attached hereto and marked as **Exhibit “A”**;
 - (b) The declaration of Jim Messina, President and CEO of the Messina Group and principal of Signal Interactive Media LLC, which was retained to design the Chapter 11 Debtors’ constructive notice program (the “**Messina Declaration**”), dated September 8, 2017, a true copy of which is attached hereto as **Exhibit “B”**;
 - (c) The declaration of Thomas Vasquez, senior managing director at Ankura Consulting Group, LLC, which was retained by the Chapter 11 Debtors to assist with obtaining and analyzing the data necessary to execute the U.S. PPIC Notice Plan (defined below) (the “**Vasquez Declaration**”), dated September 8, 2017, a true copy of which is attached hereto as **Exhibit “C”**.

6. The Waisman Declaration describes, among other things, the General Notice Plan (defined below). The Messina Declaration describes, among other things, the Unknown Creditor Notice Plan (defined below). The Vasquez Declaration describes, among other things, the U.S. PPIC Notice Plan (defined below). I have reviewed the contents of the Waisman Declaration, the Messina Declaration and the Vasquez Declaration, and the exhibits thereto, and adopt them in this affidavit.

7. I swear this affidavit in support of the motion brought jointly by the Foreign Representatives, pursuant to Part IV of the CCAA seeking:

- (a) an order (the “**Claims Process Recognition Order**”) substantially in the form of the draft order included at Tab 4 of the Motion Record of the Foreign Representatives that, among other things, recognizes and gives full force and effect in all provinces and territories of Canada to:
 - (i) the Order of the U.S. Bankruptcy Court that, among other things:
 - A. Establishes deadlines for filing proofs of claim against the Chapter 11 Debtors in the Chapter 11 Proceedings; and
 - B. Establishes the form and manner for providing notice of the claims process (the “**Chapter 11 Claims Process Order**”).
 - (ii) The portions of the Japanese Court Orders that establish a deadline for filing proofs of rehabilitation claims against the Japanese Debtors, and a schedule for the Japanese Proceedings; and

- (b) an order (the “**Second Day Recognition Order**”) substantially in the form of the draft order included at Tab 5 of the Motion Record of the Foreign Representatives that, among other things, recognizes and gives full force and effect in all provinces and territories of Canada to the U.S. Second Day Orders (as defined below) of the U.S. Bankruptcy Court.

I. OVERVIEW

8. On June 28, 2017, the Chapter 11 Proceedings were recognized in Canada as foreign main proceedings with respect to the Chapter 11 Debtors. On October 2, 2017, the U.S. Bankruptcy Court issued the Chapter 11 Claims Process Order, which establishes deadlines for filing proofs of claim against the Chapter 11 Debtors along with a claims process and noticing program.
9. The Chapter 11 Claims Process Order is the result of thorough consideration and analysis over the course of several months by the Chapter 11 Debtors and their advisors, reflects considerable amendments to the Notice Plan made to accommodate concerns expressed by various stakeholders and has been approved by the U.S. Bankruptcy Court.
10. The U.S. Bankruptcy Court has also issued the U.S. Second Day Orders (defined below) that permit the Chapter 11 Debtors to continue operating their respective businesses during the course of the Chapter 11 Proceedings.

II. BACKGROUND

11. On June 25, 2017, the Chapter 11 Debtors commenced the Chapter 11 Proceedings. On June 27, 2017, the U.S. Bankruptcy Court issued the U.S. First Day Orders.

12. Concurrently, albeit on June 26, 2017 in Japan, the Japanese Debtors commenced the Japanese Proceedings. On June 26, 2017 and June 28, 2017, the Japanese Court issued the Japanese Court Orders.

13. On June 28, 2017, on an application by the U.S. Foreign Representative, this Court issued the Canadian Recognition Orders, which, among other things, (i) recognized the Chapter 11 Proceedings as “foreign main proceedings”, (ii) recognized and gave full force and effect in all provinces and territories of Canada to the U.S. First Day Orders, and (iii) appointed the Information Officer.

14. On September 1, 2017, on a motion by the Foreign Representatives, this Court issued the Japanese Recognition Order which, among other things, amended the Canadian Recognition Orders such that they (i) recognize the Japanese Proceedings as “foreign main proceedings”, (ii) extend the mandate of the Information Officer to include the Japanese Debtors, and (iii) recognize and give full force and effect in all provinces and territories of Canada to certain provisions in the Japanese Court Orders.

III. CHAPTER 11 CLAIMS PROCESS ORDER

Background

15. On July 7, 2017, the Chapter 11 Debtors filed a motion in the U.S. Bankruptcy Court seeking the Chapter 11 Claims Process Order (the “**Chapter 11 Claims Process Motion**”). The objection deadline for the Chapter 11 Claims Process Motion was July 19, 2017 at 4:00 p.m. The hearing for the Chapter 11 Claims Process Motion was originally scheduled for July 26, 2017 at 11:00 a.m.

16. The Chapter 11 Claims Process Motion was adjourned on five occasions to provide the Chapter 11 Debtors an opportunity to negotiate with several stakeholders who each filed a limited objection to the motion.¹ Modifications were made to the proposed Chapter 11 Claims Process Order in order to resolve certain of these objections, which are described in more detail below.

17. It was not possible to reach a consensual resolution on all of the objections and the Chapter 11 Claims Process Motion proceeded on October 2, 2017 at 10:00 a.m. On that date, the Court issued the Chapter 11 Claims Process Order. A true copy of the Chapter 11 Claims Process Order is attached hereto as **Exhibit “D”**.

Overview of Order and Bar Dates

18. The Chapter 11 Claims Process Order provides deadlines for filing claims and, therefore, enables the Chapter 11 Debtors to ascertain the universe of claims against them. In addition it sets out a noticing process that reflects requests and requirements of the proposed purchaser. It is, therefore, important to moving forward with the transaction for the benefit of creditors and other stakeholders and for the protection of the Debtors’ property. It will assist the Chapter 11 Debtors with their restructuring efforts in the Chapter 11 Proceedings and the consummation of the Global Transaction.

19. In order to provide the maximum notice to potential claimants while also conserving the limited resources of the Chapter 11 Debtors, the Chapter 11 Claims Process Order contemplates the following noticing and claims process and deadlines:

¹ The Chapter 11 Claims Process Motion was subsequently scheduled for August 10, 2017, August 30, 2017, September 11, 2017, September 18, 2017 and October 2, 2017.

Claims Bar Dates

- (a) Proofs of claim by any person or entity *other* than PPICs and Governmental Units must be filed by November 27, 2017 at 5:00 p.m. EST (the “**General Bar Date**”);
- (b) Proofs of Claim by Governmental Units must be filed by December 22, 2017 at 5:00 p.m. EST (the “**Governmental Bar Date**”); and
- (c) Proofs of claim by PPICs must be filed by December 27, 2017 at 5:00 p.m. EST (the “**PPIC Bar Date**” and collectively with the General Bar Date and the Governmental Bar Date, the “**Bar Dates**”).

Notice

- (d) The Chapter 11 Debtors will cause to be mailed a General Proof of Claim Form and General Bar Date Notice to known creditors, including known creditors in Canada, by October 5, 2017 (the “**General Notice Plan**”); and
- (e) The Chapter 11 Debtors will cause to be mailed a PPIC Combined Notice all U.S. PPIC Notice Parties by November 4, 2017 (the “**U.S. PPIC Notice Plan**”).
- (f) The Chapter 11 Debtors will publish newspaper notices in domestic and international publications, including The Globe and Mail and Le Devoir in Canada (the “**Unknown Creditor Notice Plan**” and collectively with the General Notice Plan and the U.S. PPIC Notice Plan, the “**Notice Plan**”).

Canadian Creditors

20. The potential Canadian creditors of the Chapter 11 Debtors whose identities are known to Takata of whom I am aware (collectively, the “**Known Canadian Creditors**”) are:

- (a) The putative representative plaintiffs in the Canadian Class Actions;
- (b) The putative representative plaintiffs in the Canadian Competition Class Actions;
- (c) The plaintiffs in the two Canadian Personal Injury Actions that have been commenced against TKH in Canada (a third personal injury action has been commenced against TKJ only); and
- (d) the 137 individuals and entities listed on the spreadsheet attached hereto as **Exhibit “E”**(the “**General Canadian Creditors**”).

21. The unknown potential Canadian creditors of the Chapter 11 Debtors largely consist of PPICs that may assert a claim against the Chapter 11 Debtors arising out of the recall of over 5.2 million Takata airbag inflators in Canada.

Claims Process: Known Creditors

22. Pursuant to the Chapter 11 Claims Process Order, notice will be sent via first-class mail to certain known creditors (collectively, the “**Traditional Notice Parties**”) by October 5, 2017, including:

- (a) all creditors and other known holders of claims against the Chapter 11 Debtors as of the date of entry of the Chapter 11 Claims Process Order, including all entities

listed in the Debtors' schedules of assets and liabilities filed with the U.S.

Bankruptcy Court (the "**Schedules**") as holding claims against the Chapter 11 Debtors, but excluding PPICs. This includes 137 General Canadian Creditors;

- (b) all parties to pending litigation against the Chapter 11 Debtors as of the date of entry of the Chapter 11 Claims Process Order. In Canada, this includes the plaintiffs in the Canadian Personal Injury Actions and the putative representative plaintiffs in the Canadian Class Actions and Canadian Competition Class Actions, care of their counsel; and
- (c) all parties who have requested notice pursuant to Bankruptcy Rule 2002 as of the date of entry of the Chapter 11 Claims Process Order.

23. The Traditional Notice Parties include all Known Canadian Creditors.

24. The notice to be mailed to the Traditional Notice Parties consists of (i) a General Bar Date Notice, and (ii) a General Proof of Claim Form, substantially in the form attached to the Chapter 11 Claims Process Order as Exhibit A-1 and Exhibit B-1, respectively.

25. The General Bar Date Notice: (i) sets forth the Bar Dates; (ii) advises creditors under what circumstances they must file a General Proof of Claim; (iii) alerts creditors to the consequences of failing to file a timely General Proof of Claim; (iv) sets forth the address to which General Proofs of Claim must be sent for filing; and (v) notifies creditors that (a) General Proofs of Claim must be filed with original signatures and (b) facsimile or email filings of General Proofs of Claim are not acceptable and are not valid for any purpose.

26. General Proofs of Claim must be filed either (i) electronically through the website established by Prime Clerk at TKRestructuring.com (the “**Electronic Filing System**”) or (ii) by delivering the original General Proof of Claim form by hand or mail to the Claims Processing Center established by Prime Clerk (the “**Paper Filing System**”).

Claims Process: U.S. PPICs

27. Since Takata does not sell its products directly to consumers, with certain very limited exceptions, the Chapter 11 Debtors do not have name and address data identifying any PPICs and such information is not reasonably ascertainable by searching any publicly available databases or other sources. Accordingly, other than current litigation parties and parties that have otherwise made themselves known to the Chapter 11 Debtors and are listed on the Schedules, the PPICs are unknown creditors of the Chapter 11 Debtors who are only entitled to constructive notice of dates and deadlines in the Chapter 11 Proceedings.

28. Out of an abundance of caution, and in light of the significant number of PPICs, the Chapter 11 Debtors made arrangements to purchase, at considerable expense, from third-party vendor IHS Markit and its subsidiary R.L. Polk and Co., name and address data identifying individuals that are currently or, during the period January 1, 2013 to the present, were registered owners of a vehicle in the United States containing a PSAN Inflator manufactured with the propellant formulation codenamed “2004” (the “**U.S. PPIC Notice Parties**”). The Chapter 11 Debtors estimate that there are approximately 83 million U.S. PPIC Notice Parties.

29. Rather than incurring the additional cost and expense of mailing a full proof of claim form and form of notice to these unknown creditors, the Chapter 11 Debtors will serve the U.S. PPIC Notice Parties with the PPIC Combined Notice on a 6 x 9 postcard, substantially in the

form attached to the Chapter 11 Claims Process Order as Exhibit A-2. The PPIC Proof of Claim Form is attached to the Chapter 11 Claims Process Order as Exhibit B-2.

30. PPIC Proofs of Claim must be filed either through the Electronic Filing System or the Paper Filing System prior to the PPIC Bar Date.

Claims Process: Canadian Unknown Creditors

31. As with U.S. PPICs, the Chapter 11 Debtors do not have name and address data identifying PPICs in Canada since Takata did not sell its products directly to consumers in Canada. Unlike in the U.S., in which recalls are centrally managed and it is possible to purchase name and address information for vehicles subject to a recall, name and address information for PPICs is not available from any third-party vendor in Canada, to the best of the Chapter 11 Debtors' knowledge and belief, and is not reasonably ascertainable to Takata.

32. I am informed by Heather Meredith, counsel to the U.S. Foreign Representative, that in Canada, recall notices are sent by OEMs rather than through a central or governmental agency, and that the following efforts were undertaken to obtain the mailing addresses for PPICs in Canada:

- (a) **Transport Canada** – Transport Canada was contacted on an anonymous basis to inquire whether they would be able to provide contact details for owners of cars in Canada that contained a Takata airbag subject to a recall. A representative of Transport Canada indicated that it does not have or maintain such information and that, while in some recall scenarios it *may* receive a list of vehicle identification numbers (“VINs”), a general range of VINs, or more generic information such as

the Makes/Models and a data range of the vehicles that are being recalled by the OEMs, it usually does not receive a list or range of VINs. The Transport Canada representative also indicated that any such information that Transport Canada may have received from the OEMs as a result of the recalls of Takata airbag inflators in Canada could only be obtained by making a request for information under the *Privacy Act*, R.S.C. 1985, c. P-21, if such information was in fact received by Transport Canada;

- (b) **Canadian Council of Motor Transport Administrators (the “CCMTA”) –** The CCMTA works with provincial regulators to assist OEMs in obtaining addresses in the event of a recall. The CCMTA was contacted on an anonymous basis to inquire whether they would be able to provide mailing addresses in the event that Takata was able to obtain VINs from another source. The CCMTA advised that it does not own or store data regarding vehicle owners and while it works with provincial regulators to assist OEMs in the event of a recall, in a non-recall situation, including seeking addresses for providing legal notices, separate approval would have to be obtained from the regulator for each jurisdiction. Even if such approval were obtained, Takata would still need to first ascertain the relevant VINs;
- (c) **OEMs –** Canadian counsel to the OEMs were contacted to inquire whether they would be able to provide name and contact information to Takata for PPICs in Canada. Some expressed concern about producing customer lists. Others expressed concern that they were not able to provide this information due to

privacy legislation. None of the OEMs have produced name or contact information for Canadian PPICs to date.

33. In order to provide notice to unknown potential creditors, including PPICs in Canada, the Chapter 11 Debtors will publish notice of the Bar Dates as soon as practicable in 58 different publications in 38 countries, including publication in The Globe and Mail (National Edition) and Le Devoir in Canada. The publications will contain the address of the Prime Clerk Website. The draft form of publication notice is attached to the Chapter 11 Claims Process Order as Exhibit A-3. The complete list of publications is attached to the Chapter 11 Claims Process Order as Exhibit B-3.

Consequences of Failure to File a Proof of Claim

34. Any claimant that fails to file a proof of claim by the applicable Bar Date will not be treated as a creditor for the purposes of distribution in the Chapter 11 Proceedings and their claim may be discharged under the Chapter 11 Plan of the Chapter 11 Debtors.

Revisions to Notice Plan to Reflect Stakeholder Input

35. Following the filing of the Chapter 11 Claims Process Motion on July 7, 2017, the Chapter 11 Debtors worked closely with parties who filed an objection to the Motion to address their concerns. The objections chiefly related to the PPIC Combined Notice, class claim issues and the potential cost of the extensive and unprecedented noticing program that the Chapter 11 Debtors proposed. Many of the objections were addressed through amendments to the Chapter 11 Claims Process Order, and amendments to the various forms and notices, including the PPIC

Combined Notice. For example, to address certain of the concerns raised by the objecting parties, the Chapter 11 Debtors revised the Notice Plan as follows (among other revisions):

- (a) The Chapter 11 Debtors revised the Chapter 11 Claims Process Order to allow for all tort claimants – not just potential PSAN Inflater claimants – to have until the PPIC Bar Date to file Proofs of Claim;
- (b) To address concerns about the size of the PPIC Combined Notice, and to allow both for an increase in the font size and the inclusion of additional important content, the Chapter 11 Debtors increased the size of the PPIC Combined Notice from a 4” x 6” to a 6” x 9” postcard; and
- (c) The Chapter 11 Debtors made adjustments to the Prime Clerk Website to provide multiple language options for viewing the case related information and content.

IV. U.S. SECOND DAY ORDERS

Background

36. The purpose of many of the U.S. First Day Orders (such as the order to continue using their existing cash management system) was to permit the Chapter 11 Debtors to continue operating their respective businesses during the course of the Chapter 11 Proceedings and were granted on an interim basis to apply until a full hearing on notice could be held by the U.S. Bankruptcy Court.

37. From July to October 2017, the U.S. Bankruptcy Court granted certain final orders, all of which are described in more detail below.

July 26 Orders

38. On July 26, 2017, the U.S. Bankruptcy Court issued the following Orders (collectively, the “**July 26 Orders**”), among others:

- (a) Final Order Authorizing the Debtors to (I) Pay Prepetition Obligations Owed to Certain Foreign Vendors and Lien Claimants and (II) Grant Administrative Status for Certain Goods Delivered to Debtors Postpetition, a copy of which is attached hereto as **Exhibit “F”**;
- (b) Final Order to (I) Pay Prepetition Wages, Salaries, and Other Compensation and Benefits, and (II) Maintain Employee Benefit Programs and Pay Related Administrative Obligations, a copy of which is attached hereto as **Exhibit “G”**;
- (c) Final Order (I) Approving Debtors’ Proposed form of Adequate Assurance of Payment to Utility Companies, (II) Establishing Procedures for Resolving Objections by Utility Companies, and (III) Prohibiting Utility Companies from Altering, Refusing, or Discontinuing Service, a copy of which is attached hereto as **Exhibit “H”**;
- (d) Final Order Authorizing the Debtors to (I) Pay Certain Prepetition Taxes and Assessments, and (II) Authorize Banks to Honor and Process Related Checks and Transfers, a copy of which is attached hereto as **Exhibit “I”**;
- (e) Order Pursuant to 11 U.S.C. §§ 105(a), 327, 328, and 330 Authorizing the Debtor to Employ Professionals Used in the Ordinary Course of Business *Nunc Pro Tunc* to the Petition Date, a copy of which is attached hereto as **Exhibit “J”**;

- (f) Order Pursuant to 11 U.S.C. §§ 331 and 105(a) Authorizing Debtors to Establish Procedures for Interim Compensation and Reimbursement of Expenses of Professionals, a copy of which is attached hereto as **Exhibit “K”**;
- (g) Order Pursuant to 11 U.S.C. §§ 327(a) and 328(a), Fed. R. Bankr. P. 2014 and 2016, and Local Rules 2014-1 and 2016-1 Authorizing Debtors to Retain and Employ Weil, Gotshal & Manges LLP as Attorneys for Debtors *Nunc Pro Tunc* to the Petition Date, a copy of which is attached hereto as **Exhibit “L”**;
- (h) Order Pursuant to 11 U.S.C. § 327, Fed. R. Bankr. P. 2014(a) and 2016, and Local Rule 2014-1 Authorizing Debtors to Employ and Retain Prime Clerk LLC as Administrative Advisor *Nunc Pro Tunc* to the Petition Date, a copy of which is attached hereto as **Exhibit “M”**;
- (i) Order Authorizing the Debtors to Employ and Retain Richards, Layton & Finger, P.A. as Co-Counsel Pursuant to Section 327(a) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016 and Local Rule 2014-1, *Nunc Pro Tunc* to the Petition Date, a copy of which is attached hereto as **Exhibit “N”**;
- (j) Order Authorizing the Employment and Retention of Covington & Burling LLP as Special Litigation, Regulatory and Corporate Counsel for the Debtors *Nunc Pro Tunc* to the Petition Date, a copy of which is attached hereto as **Exhibit “O”**;
and
- (k) Order Pursuant to 11 U.S.C. §§ 327(a), 328 and 330(a), Fed. R. Bankr. P. 2014 and 2016 and Local Rules 2014-1 and 2016-1 For Authorizing Debtors to Retain

and Employ and PricewaterhouseCoopers LLP as Financial Advisors to the Debtors *Nunc Pro Tunc* to the Petition Date and Waiving Certain Information Requirements of Local Rule 2016-2, a copy of which is attached hereto as **Exhibit “P”**.

August 9 Orders

39. The following orders were issued by the U.S. Bankruptcy Court on August 9, 2017 (the “**August 9 Orders**”):

- (a) Final Order to Pay Prepetition Obligations Owed to Certain Critical Vendors, a copy of which is attached hereto as **Exhibit “Q”**;
- (b) Final Order to (I) Continue Tooling and Warranty Programs in the Ordinary Course of Business and Pay Prepetition Obligations Related Thereto, and (II) Authorize Banks to Honor and Process Related Checks and Transfers, a copy of which is attached hereto as **Exhibit “R”**; and
- (c) Final Order to Continue Insurance and Surety Bond Programs and Pay All Obligations With Respect Thereto, a copy of which is attached hereto as **Exhibit “S”**.

August 30 Orders

40. The following orders were issued by the U.S. Bankruptcy Court on August 30, 2017 (the “**August 30 Orders**”):

- (a) Order Pursuant to 11 U.S.C. §§ 327(a) and 328(a), Fed. R. Bankr. P. 2014 and 2016 and Del. Bankr. L.R. 2014-1 Authorizing the Retention and Employment of Lazard Freres & Co. LLC and Lazard Freres K.K. as Investment Banker to the Debtors *Nunc Pro Tunc* to the Petition Date and Waiting Certain Information Requirements of Local Rule 2016-2, a copy of which is attached hereto as **Exhibit “T”**;
- (b) Order Pursuant to 11 U.S.C. §§ 105 and 1103 and Federal Rule of Bankruptcy Procedure 2014 Authorizing the Retention and Employment of Frankel Wyron LLP Counsel to the Future Claimants’ Representative, *Nunc Pro Tunc* to July 24, 2017, a copy of which is attached hereto as **Exhibit “U”**; and
- (c) Order Pursuant to 11 U.S.C. §§ 105 and 1103 and Federal Rule of Bankruptcy Procedure 2014 Authorizing the Retention and Employment of Ashby & Geddes, P.A. as Co-Counsel to the Future Claimants’ Representative, *Nunc Pro Tunc* to July 24, 2017, a copy of which is attached hereto as **Exhibit “V”**.

September 6-7 Orders

41. The following orders were issued by the U.S. Bankruptcy Court on September 6-7, 2017 (the “**September 6-7 Orders**”):

- (a) Order Appointing Roger Frankel as Legal Representative for Future Personal Injury Claimants *Nunc Pro Tunc* to July 20, 2017, a copy of which is attached hereto as **Exhibit “W”**; and
- (b) Order Appointing Fee Examiner and Establishing Procedures for Consideration of Requested Fee Compensation and Reimbursement of Expenses, a copy of which is attached hereto as **Exhibit “X”**.

September 12 and 18 Orders

42. The following order was issued by the U.S. Bankruptcy Court on September 12 and 18, 2017 (the “**September 12 and 18 Orders**”):

- (a) Final Order (I) Authorizing Debtors to (A) Continue Their Existing Cash Management System, (B) Honor Certain Prepetition Obligations Related to the Use Thereof, (C) Provide Certain Postpetition Claims Administrative Expense Priority, (D) Continue Intercompany Funding of Certain Non-Debtors, and (E) Maintain Existing Bank Accounts and Business Forms; and (II) Extending Time to Comply with Requirements of 11 U.S.C. § 345(b), a copy of which is attached hereto as **Exhibit “Y”**; and

- (b) Order Pursuant to 11 U.S.C. 105, 363 and 503 For Authority to Pay Fees and Expenses Incurred by the NHTSA Monitor, to Pay the NHTSA Civil Penalty, and to Honor Certain Related Obligations, a copy of which is attached hereto as **Exhibit “Z”**.

October 2 Order

43. In addition to the Chapter 11 Claims Process Order, the following order was issued by the U.S. Bankruptcy Court on October 2, 2017 (the “**October 2 Second Day Order**” and collectively with the July 26 Orders, the August 9 Orders, the August 29-30 Orders, the September 6-7 Orders and the September 12 and 18 Orders, the “**U.S. Second Day Orders**”):

- (a) Final Order (i) Authorizing Debtors to Enter into Accommodation Agreement and Access Agreement With Certain Customers, (ii) Granting Adequate Protection to Certain Consenting OEMs in Connection Therewith, (iii) Modifying the Automatic Stay to Implement and Effectuate the Terms of the Interim Order, and (vi) Scheduling a Final Hearing, a copy of which (without exhibits) is attached hereto as **Exhibit “AA”**. A copy of the Order including exhibits can be accessed on the Prime Clerk Website.

44. The U.S. Second Day Orders include (i) final versions of the interim orders that were previously recognized by this Court on June 28, 2017, (ii) orders regarding the employment and retention of professionals by the Chapter 11 Debtors and others, and (iii) the appointment of a Representative for Future Personal Injury Claimants (as defined in the U.S. Second Day Orders). Recognition of the U.S. Second Day Orders in Canada is important for the protection of the Chapter 11 Debtors' property, as they assist with the Chapter 11 Debtors' continued operations and progress towards implementation of the Global Transaction.

SWORN BEFORE ME at the City of)
Washington, DC this)
5th day of October, 2017.)


_____)

Maria Chavez
Notary Public, District of Columbia
My Commission Expires 01/14/2020



Keith A. Teel



Schedule “A” – Chapter 11 Debtors

1. TK Holdings Inc.
2. Takata Americas
3. TK Finance, LLC
4. TK China, LLC
5. TK Mexico Inc.
6. TK Mexico LLC
7. Interiors in Flight, Inc.
8. Takata Protection Systems Inc.
9. TK Holdings de Mexico S. de R.L. de C.V.
10. Industrias Irvin de Mexico, S.A. de C.V.
11. Takata de Mexico, S.A. de C.V.
12. Strosshe-Mex, S. de R.L. de C.V.

Schedule “B” – Japanese Debtors

1. Takata Corporation
2. Takata Kyushu Corporation
3. Takata Service Corporation

Schedule “C” – Glossary

Defined Term	Definition
Abeyance Actions	<p>The five Canadian Class Actions that are currently being held in abeyance, specifically:</p> <ul style="list-style-type: none"> • <i>Rai v. Takata Corporation et al.</i>, B.C. Supreme Court File No. S-148694 • <i>Loewenthal v. Takata Corporation et al.</i>, B.C. Supreme Court File No. S149072 • <i>Covill v. Takata Corporation et al.</i>, Saskatchewan Court of Queen’s Bench File No. QBG 2561/2014 • <i>Hall v. Takata Corporation et al.</i>, Saskatchewan Court of Queen’s Bench File No. QBG 1284/2015 • <i>Vitoratos et al. v. Takata Corporation et al.</i>, 500-06-000723-144
Canadian Actions	Collectively, the Canadian Class Actions, the Canadian Competition Class Actions and the Canadian Personal Injury Actions.
Canadian Class Actions	14 putative class actions commenced in four Canadian provinces (British Columbia, Saskatchewan, Quebec and Ontario) which name TKH, TKJP and certain non-Debtor subsidiaries, as well as certain OEMs, as Defendants.
Canadian Competition Class Actions	<p>Four putative competition class actions commenced in four Canadian provinces (British Columbia, Ontario, Saskatchewan, Quebec) against TKH, TKJP, along with certain OEMs, specifically:</p> <ul style="list-style-type: none"> • <i>Sheridan Chevrolet Cadillac Ltd. v. Autoliv ASP, et al.</i>, Ontario Superior Court of Justice File No. CV-13-472259-00CP • <i>M. Serge Asselin v. Autoliv Inc., et al.</i>, Quebec Superior Court File No. 200-06-000158-132 • <i>Ewert v. Autoliv, Inc., et al.</i>, B.C. Supreme Court File No. S132959 • <i>Cindy Retallick and Jagjeet Singh Rajput v. Autoliv ASP</i>

Defined Term	Definition
	<i>Inc. et al.</i> , Saskatchewan Court of Queen’s Bench File No. Q.B. No. 988 of 2014
Canadian Personal Injury Actions	<p>Three personal injury actions commenced by individual plaintiffs against TKH and/or TKJ in Ontario, specifically:</p> <ul style="list-style-type: none"> • <i>Bluestone et al. v. Takata Corporation et al.</i>, Ontario Superior Court of Justice File No. CV-15-535772 • <i>Hallett v. Takata Corporation et al.</i>, Ontario Superior Court of Justice File No. CV-16-55579700CP • <i>Gordon v. Takata Corporation et al.</i>, Ontario Superior Court of Justice File No. CV-17-577414
Canadian Recognition Orders	The Initial Recognition Order (Foreign Main Proceeding) and Supplemental Recognition Order (Foreign Main Proceeding) issued by the Ontario Superior Court of Justice on June 28, 2017, as amended by the Japanese Recognition Order.
CCAA	<i>Companies’ Creditors Arrangement Act</i> , R.S.C. 1985, c. C-36, as amended.
Chapter 11 Proceedings	The proceedings commenced by the Chapter 11 Debtors in the U.S. Bankruptcy Court.
Continuing Actions	<p>The five Canadian Class Actions that have been consolidated into national class actions proceeding in Ontario, specifically:</p> <ul style="list-style-type: none"> • <i>Des-Rosiers et al. v. Takata Corporation et al.</i>, Ontario Superior Court of Justice File No. CV-16-543767-00CP • <i>McIntosh v. Takata Corporation et al.</i>, Ontario Superior Court of Justice File No. CV-16-543833-00CP • <i>Coles v. Takata Corporation et al.</i>, Ontario Superior Court of Justice File No. CV-16-543764-00CP • <i>Mailloux v. Takata Corporation et al.</i>, Ontario Superior Court of Justice File No. CV-16-543763-00CP • <i>D’Haene et al. v. Takata Corporation et al.</i>, Ontario Superior Court of Justice File No. CV-16-543766-00CP

Defined Term	Definition
Foreign Proceedings	Collectively, the Chapter 11 Proceedings and the Japanese Proceedings.
Foreign Representatives	Collectively, the U.S. Foreign Representative and the Japanese Foreign Representative.
Information Officer	FTI Consulting Canada Inc., in its capacity as information officer appointed pursuant to the Canadian Recognition Orders.
Japanese Court	The 20 th Department of the Civil Division of the Tokyo District Court.
Japanese Court Orders	The Orders issued by the Japanese Court on June 26, 2017 and June 28, 2017 (i) appointing the Supervisor, and (ii) approving the commencement of the Japanese Debtors' proceedings under the Civil Rehabilitation Act and establishing a schedule for the civil rehabilitation proceedings.
Japanese Foreign Representative	TKJP in its capacity as foreign representative of the Japanese Debtors.
Japanese Proceedings	The civil rehabilitation proceedings commenced by the Japanese Debtors in the Japanese Court.
Japanese Recognition Order	The Japanese Recognition Order issued by the Ontario Superior Court of Justice on September 1, 2017.
OEMs	Original Equipment Manufacturers
PPICs	Potential PSAN Inflater Claimants
Prime Clerk	Prime Clerk LLC
Supervisor	Mr. Katsuyuki Miyakawa, a Japanese attorney, appointed as the Japanese Debtors' supervisor pursuant to the Japanese Court Orders.
Takata	TKJP collectively with TKH and all of TKJP's direct and indirect subsidiaries.
TKH	TK Holdings Inc.
TKJP	Takata Corporation
U.S. Bankruptcy Court	The United States Bankruptcy Court for the District of Delaware.

Defined Term	Definition
U.S. First Day Orders	Certain first day orders that were issued in the Chapter 11 Proceedings on June 27, 2017.
U.S. Foreign Representative	TKH, in its capacity as foreign representative of the Chapter 11 Debtors.

Tab A

This is **Exhibit "A"** referred to in the
affidavit of **KEITH A. TEEL**
sworn before me this
5th day of October, 2017

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke, positioned above a horizontal line.

A Commissioner for taking affidavits

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

-----X
:

In re : **Chapter 11**

:

TK HOLDINGS INC., et al., : **Case No. 17-11375 (BLS)**

:

Debtors.¹ : **Jointly Administered**

:

-----X

**DECLARATION OF SHAI Y. WAISMAN IN SUPPORT OF DEBTORS’
MOTION FOR AUTHORITY TO (I) ESTABLISH DEADLINES FOR
FILING PROOFS OF CLAIM, (II) ESTABLISH THE FORM AND
MANNER OF NOTICE THEREOF, AND (III) APPROVE PROCEDURES
FOR PROVIDING NOTICE OF BAR DATE AND OTHER IMPORTANT
DEADLINES AND INFORMATION TO POTENTIAL PSAN INFLATOR CLAIMANTS**

I, Shai Y. Waisman, make this declaration under 28 U.S.C. § 1746:

1. I am the Chief Executive Officer of Prime Clerk LLC (“*Prime Clerk*”), a chapter 11 administrative services firm whose headquarters are located at 830 3rd Avenue, 9th Floor, New York, New York 10022. Prime Clerk is comprised of leading industry professionals with significant experience in both the legal and administrative aspects of large, complex chapter 11 cases. Prime Clerk’s professionals have experience in noticing, claims administration, solicitation, balloting and facilitating other administrative aspects of chapter 11 cases and experience in matters of the size and complexity of these Chapter 11 Cases. Prime Clerk’s professionals have acted as administrative agent or official claims and noticing agent in many large bankruptcy cases in this District and in other districts nationwide. Prime Clerk has been

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, as applicable, are: Takata Americas (9766); TK Finance, LLC (2753); TK China, LLC (1312); TK Holdings Inc. (3416); Takata Protection Systems Inc. (3881); Interiors in Flight Inc. (4046); TK Mexico Inc. (8331); TK Mexico LLC (9029); TK Holdings de Mexico, S. de R.L. de C.V. (N/A); Industrias Irvin de Mexico, S.A. de C.V. (N/A); Takata de Mexico, S.A. de C.V. (N/A); and Strosshe-Mex, S. de R.L. de C.V. (N/A). Except as otherwise set forth herein, the Debtors’ international affiliates and subsidiaries are not debtors in these chapter 11 cases. The location of the Debtors’ corporate headquarters is 2500 Takata Drive, Auburn Hills, Michigan 48326.

retained as a court appointed claims and noticing agent in the largest and most complex cases in the last several years, including: *General Wireless Operations Inc. dba RadioShack*, No. 17-10506 (BLS) (Bankr. D. Del.); *Lily Robotics, Inc.*, No. 17-10426 (KJC) (Bankr. D. Del.); *Ultrapetrol (Bahamas) Limited*, No. 17-22168 (RDD) (Bankr. S.D.N.Y.); *Bonanza Creek Energy, Inc.*, No. 17-10015 (KJC) (Bankr. D. Del.); *Violin Memory, Inc.*, No. 16-12782 (LSS) (Bankr. D. Del.); *Gracious Home LLC*, No. 16-13500 (MKV) (Bankr. S.D.N.Y.); *DirectBuy Holdings, Inc.*, No. 16-12435 (CSS) (Bankr. D. Del.); *American Apparel, LLC*, No. 16-12551 (BLS) (Bankr. D. Del.); *DACCO Transmission Parts (NY), Inc.*, No. 16-13245 (MKV) (Bankr. S.D.N.Y.); *Shoreline Energy LLC*, No. 16-35571 (DRJ) (Bankr. S.D. Tex.); *Golfsmith International Holdings, Inc.*, No. 16-12033 (LSS) (Bankr. D. Del.); *International Shipholding Corp.*, No. 16-12220 (SMB) (Bankr. S.D.N.Y.); *Global Geophysical Services, LLC*, No. 16-20306 (DRJ) (Bankr. S.D. Tex.); *In re Hercules Offshore, Inc.*, No. 16-11385 (KJC) (Bankr. D. Del.); *In re Fairway Group Holdings Corp.*, No. 16-11241 (MEW) (Bankr. S.D.N.Y.); *In re Aéropostale, Inc.*, No. 16-11275 (SHL) (Bankr. S.D.N.Y.); *In re SandRidge Energy, Inc.*, No. 16-32488 (DRJ) (Bankr. S.D. Tex.); *In re Pacific Sunwear of California, Inc.*, No. 16-10882 (LSS) (Bankr. D. Del.); *In re Aspect Software Parent, Inc.*, No. 16-10597 (MFW) (Bankr. D. Del.); *In re SH130 Concession Co., LLC*, No. 16-10262 (TMD) (Bankr. W.D. Tex.); *In re Republic Airways Holdings Inc.*, No. 16-10429 (SHL) (Bankr. S.D.N.Y.); *In re Abengoa Bioenergy US Holding, LLC*, No. 16-41161 (KAS) (Bankr. E.D. Mo.); *In re Noranda Aluminum, Inc.*, No. 16-10083 (BSS) (Bankr. E.D. Mo.); *In re RCS Capital Corp.*, No. 16-10223 (MFW) (Bankr. D. Del.); *In re Verso Corp.*, No. 16-10163 (KG) (Bankr. D. Del.); *In re Arch Coal, Inc.*, No. 16-40120 (CER) (Bankr. E.D. Mo.); *In re New Gulf Resources, LLC*, No. 15-12566 (BLS) (Bankr. D. Del.); *In re Magnum Hunter Resources Corp.*, No. 15-12533 (KG) (Bankr. D. Del.).

2. I submit this declaration (the “**Declaration**”) in support of the *Motion of Debtors Pursuant to 11 U.S.C. §§ 502 (b)(9) and 105(a), Fed. R. Bankr. P. 2002, 3003(c)(3), 5005, and 9007, and Local Rules 2002-1(e), 3001-1, and 3003-1 for Authority to (I) Establish Deadlines for Filing Proofs of Claim, (II) Establish the Form and Manner of Notice Thereof, and (III) Approve Procedures for Providing Notice of Bar Date and Other Important Deadlines and Information to Potential PSAN Inflater Claimants* filed with the Court by TK Holdings Inc. (“**TKH**”) and certain of its North American affiliates and subsidiaries (collectively, the “**Debtors**”) on July 7, 2017 [Docket No. 171] (together with any exhibits and schedules thereto, the “**Bar Date Motion**”).²

3. Except as otherwise indicated herein, the facts set forth in this Declaration are based upon my personal knowledge, my review of relevant documents, and information provided to me by the Debtors and their other professionals, including professionals at Weil, Gotshal & Manges LLP (“**Weil**”) and PricewaterhouseCoopers LLP (“**PWC**”), other members of the Prime Clerk team, as well as conversations with IHS Markit and its subsidiary R.L. Polk and Co. (collectively, “**IHS**”). If called upon to testify, I would testify competently to the facts set forth in this Declaration. I am authorized to submit this Declaration on behalf of the Debtors.

Prime Clerk’s Engagement by the Debtors

4. The Debtors engaged Prime Clerk in January 2017 to perform a variety of tasks relating to the Debtors’ restructuring. On June 27, 2017, the Court entered an order approving the Debtors’ retention of Prime Clerk as official claims and noticing agent [Docket No. 117]. In addition, by order dated July 26, 2017, the Court approved the Debtors’ application to employ Prime Clerk as administrative advisor in these Chapter 11 Cases [Docket No. 172].

² Capitalized terms used but not otherwise herein defined shall have the meanings ascribed to such terms in the Bar Date Motion.

Formulating the PPIC Notice Procedures

5. As set forth in the Bar Date Motion, the PPIC Noticing Procedures have been formulated by the Debtors to provide notice of certain critical pleadings, notices, deadlines, and events in the Chapter 11 Cases to a substantial and clearly defined subset of individuals who own, or may have owned, vehicles equipped with airbag inflators containing phase-stabilized ammonium nitrate (the “*PSAN Inflators*”), or their component parts, manufactured by the Debtors or their affiliates prior to the Petition Date (each such individual a “*Potential PSAN Inflator Claimant*” or a “*PPIC*” and, collectively, the “*PPICs*”). It is my understanding that, pursuant to the Bar Date Motion, the Debtors are seeking, among other things, authority to provide the PPIC Notice Parties³ with notice of the commencement of the Chapter 11 Cases and other important events and milestones, pursuant to a combined notice substantially in the form filed with the Court on July 19, 2017 [Docket No. 282] (the “*PPIC Combined Notice*”). The PPIC Combined Notice is intended to notify such parties of, among other things, (i) the commencement of the Chapter 11 Cases, (ii) the deadline for PPICs to file proofs of claim in the Chapter 11 Cases (the “*PPIC Bar Date*”), (iii) the proposed dates for the hearings before the Court on approval of the Disclosure Statement and confirmation of the Chapter 11 Plan, and deadlines and procedures for filing objections related thereto, and (iv) other relevant information regarding the Chapter 11 Cases, including information on potential releases that the Debtors may seek in connection with confirmation of any Chapter 11 Plan. The PPIC Notice Procedures combine the unprecedented mailing of approximately 83 million PPIC Combined Notices in the

³ The PPIC Notice Parties include all individuals who are currently or, during the period January 1, 2013 to the present, were registered owners or lessors of vehicles in the United States containing PSAN Inflators manufactured with the propellant formulation codenamed “2004.”

United States with a carefully-designed Supplemental Notice Plan, which will focus on PPICs located outside of the United States.

6. Since being retained by the Debtors in January 2017, Prime Clerk has assisted the Debtors and their advisors in developing the PPIC Notice Procedures (including the Supplemental Media Plan). In the initial stages of their retention, Prime Clerk collaborated with the Debtors in preparing the Debtors' recommended noticing strategy by researching the costs and efficiencies of various noticing strategies and alternatives. The Debtors, with the assistance of Prime Clerk on cost and timing issues, then presented their recommended noticing strategy to the Consenting OEMs and Plan Sponsor, which began an iterative process involving numerous meetings and telephonic conferences. To facilitate these discussions, Prime Clerk prepared and presented numerous cost and feasibility analyses of various noticing strategies and scenarios discussed among the Debtors, Consenting OEMs, and Plan Sponsor. Prime Clerk also used its extensive knowledge of noticing costs and efficiencies to present various ideas for cost savings. The cost, feasibility, and efficiency information presented by Prime Clerk were fundamental to the deliberations among the Debtors, their professionals, the Consenting OEMs, and the Plan Sponsor, which lasted several weeks and culminated in the formulation of the PPIC Notice Procedures.

7. As discussed in the *Declaration of Jim Messina in Support of Supplemental Notice Plan to Provide Notice of Bar Dates and Other Important Deadlines and Information to Potential PSAN Inflater Claimants and Other Unknown Claimants* (the "**Messina Declaration**"), which the Debtors have filed with the Court contemporaneously herewith, Prime Clerk retained, and has been working with, Signal Interactive Media LLC to formulate the Supplemental Notice Plan. As explained in the Messina Declaration, the Debtors and their

advisors have constructed the Supplemental Notice Plan to provide notice to PPICs through a variety of media, including widespread dissemination of publication notices, internet banner advertisements, social media posts, and informational releases.

Estimated Costs of the PPIC Notice Procedures

8. Based upon the most current estimates provided by the economic consultant, Ankura Consulting Group, LLC, the Debtors estimate that the parties to be served with the PPIC Combined Notice (*i.e.*, the PPIC Notice Parties) represent approximately 83 million individuals. A traditional notice campaign to the PPIC Notice Parties would cost approximately \$180 million to \$230 million by the conclusion of these Chapter 11 Cases, with over \$120 million representing postage costs alone. Accordingly, the Debtors and their advisors designed the PPIC Combined Notice in the most cost-feasible manner possible in light of the staggering number of individuals that will receive notices in these Chapter 11 Cases.

Traditional Notice Costs

9. In a traditional case scenario, a debtor typically sends several separate notices to its known creditors (as set forth in the creditor matrix) over the pendency of its chapter 11 case, including notice of commencement, notice of bar date, notice of confirmation hearing, and notice of effective date. Each of these notices typically contains anywhere from one to eight pages (8 ½” x 11”) of information and is sent in an envelope via first class mail. If the Debtors were to send all of these standard notices to the PPIC Notice Parties over the course of these Chapter 11 Cases, Prime Clerk estimates the cost would be \$180 million to \$230 million, an amount well in excess of \$30 million – the estimated cost of sending the PPIC Combined Notice (described below). To be sure, sending a standard double-sided four page notice of bar date to the PPIC Notice Parties alone would cost in excess of \$70 million.

The PPIC Combined Notice

10. Given the extraordinary circumstances of these Chapter 11 Cases and the tremendous number of PPIC Notice Parties, the Debtors, their professionals, the Consenting OEMs, and the Plan Sponsor, together with Prime Clerk, devised what they believe to be the most cost-effective, feasible, and efficient notice procedures for these cases in the form of the PPIC Notice Procedures. By utilizing a single mailing of the 6" x 9"⁴ PPIC Combined Notice to all PPIC Notice Parties via standard mail, Prime Clerk believes the cost of formatting name and address data and preparing, printing and sending the PPIC Combined Notice will be approximately 85% less than a traditional notice campaign of sending several notices to the PPIC Notice Parties throughout the duration of these Chapter 11 Cases and approximately 35% less than even a single combined 8 ½" x 11" notice. In other words, rather than expending \$180 million to \$230 million on traditional notice to the PPIC Notice Parties or \$45 million on a single letter-sized combined notice, Prime Clerk estimates the cost of sending the PPIC Combined Notice to the PPIC Notice Parties will be less than approximately \$30 million.

Postage

11. Prime Clerk estimates that the cost of postage required to be paid to the United States Postal Service will account for approximately 65% of the cost of sending the PPIC Combined Notice. Prime Clerk has analyzed the two postage options for mailing the PPIC Combined Notice: (i) standard mail and (ii) first-class presort postage. Standard mail is the least expensive commercial postage class. It is processed by the post office on a lower priority basis than first-class mail and, therefore, there is no guaranteed delivery time. Prime Clerk has

⁴ Since filing the Bar Date Motion, the Debtors and their advisors have increased the size of the proposed PPIC Combined Notice from 4¼" x 6" to 6" x 9". The Debtors made this change in response to comments from the U.S. Trustee and in order to incorporate additional language provided by Prof. Eric Green, Special Master for the Restitution Funds established by the Federal Court for the Eastern District of Michigan.

determined that the potential pitfalls of using standard mail versus first-class presort are not present here and, accordingly, standard mail is the best option for sending the PPIC Combined Notice for the below listed reasons.

12. First, Prime Clerk estimates that sending the 6" x 9" PPIC Combined Notice via standard mail would cost less than \$30 million, with approximately 65% of that cost required to be paid to the United States Postal Service for standard mail postage. In comparison, Prime Clerk estimates that sending the 6" x 9" PPIC Combined Notice via first-class presort postage would cost approximately \$12 million more than standard mail. Accordingly, standard mail is the most cost effective postage option. Second, Prime Clerk has assessed delivery time and certainty for both postage options and determined that standard mail is comparable to first-class presort postage under both metrics. This is because, here, Prime Clerk will be undertaking certain actions that would otherwise have to be completed by the post office (*e.g.*, sorting mail by region, trucking mail to various postal distribution centers). By doing so, Prime Clerk cuts down time that the post office would otherwise need to build into its delivery schedule when standard mail is utilized. Indeed, Prime Clerk has consulted with postage experts who advise that by taking these actions there should be no material difference in delivery time between the two postage options available. Therefore, Prime Clerk estimates that mailing the PPIC Combined Notice will be substantially complete by October 23, 2017, regardless of whether the Debtors employ standard or first-class presort mail.⁵

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing statements are true and correct.

Dated: September 8, 2017
New York, New York

/s/ Shai Y. Waisman
By: Shai Y. Waisman
Title: CEO, Prime Clerk LLC

⁵ As set forth in the Bar Date Motion, Prime Clerk originally estimated that it would need approximately sixty (60) days to complete the mailing of the PPIC Combined Notice. *See* Bar Date Motion ¶ 39. Given the continuation of this matter, Prime Clerk has since worked diligently to reduce this production period so as to avoid an enlargement of the timetable proposed in the Motion. Based upon this additional work, Prime Clerk now estimates that it can complete the mailing in approximately forty-three (43) days. Prime Clerk does not believe that this timeline can be shortened further without substantially increasing costs.

Tab B

This is **Exhibit "B"** referred to in the
affidavit of **KEITH A. TEEL**
sworn before me this
5th day of October, 2017

A handwritten signature in blue ink, consisting of several loops and flourishes, positioned above a horizontal line.

A Commissioner for taking affidavits

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

	x		
	:		
In re	:		Chapter 11
	:		
TK HOLDINGS INC., et al.,	:		Case No. 17-11375 (BLS)
	:		
Debtors.¹	:		Jointly Administered
	:		
	x		

**DECLARATION OF JIM MESSINA
IN SUPPORT OF SUPPLEMENTAL NOTICE
PLAN TO PROVIDE NOTICE OF BAR DATES AND OTHER
IMPORTANT DEADLINES AND INFORMATION TO POTENTIAL
PSAN INFLATOR CLAIMANTS AND OTHER UNKNOWN CLAIMANTS**

Pursuant to 28 U.S.C. § 1746, I, Jim Messina, hereby declare as follows under penalty of perjury:

1. I am the President and Chief Executive Officer of The Messina Group, a full-service media planning and purchasing firm that works with organizations in the private, public, and social sectors to achieve strategic goals, and a co-founder and principal of Signal Interactive Media LLC (“*Signal IM*”), a legal media firm that specializes in providing legal notice services in large, complex cases. Signal IM is a collaboration between The Messina Group and The Garretson Resolution Group—a legal services firm founded by Signal IM co-founder and principal Matthew Garretson that provides complex administration services in high-profile, large-scale legal proceedings. Signal IM uses advanced data analytics, contemporary

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, as applicable, are: Takata Americas (9766); TK Finance, LLC (2753); TK China, LLC (1312); TK Holdings Inc. (3416); Takata Protection Systems Inc. (3881); Interiors in Flight Inc. (4046); TK Mexico Inc. (8331); TK Mexico LLC (9029); TK Holdings de Mexico, S. de R.L. de C.V. (N/A); Industrias Irvin de Mexico, S.A. de C.V. (N/A); Takata de Mexico, S.A. de C.V. (N/A); and Strosshe-Mex, S. de R.L. de C.V. (N/A). Except as otherwise set forth herein, the Debtors’ international affiliates and subsidiaries are not debtors in these chapter 11 cases. The location of the Debtors’ corporate headquarters is 2500 Takata Drive, Auburn Hills, Michigan 48326.

digital media, and the art and science of modern political and commercial advertising to accomplish this goal.

2. On June 27, 2017 the Court entered the *Order Pursuant to 28 U.S.C. § 156(c), 11 U.S.C. § 105(a) and Del. Bankr. L.R. 2002-1(f) Authorizing Retention and Appointment of Prime Clerk LLC as Claims and Noticing Agent* [Docket No. 117]. The Messina Group, the Garretson Resolution Group, and Signal IM were retained directly by and will be acting exclusively for Prime Clerk LLC (“**Prime Clerk**”), the Court appointed Claims and Noticing Agent, to provide digital outreach and other related noticing tasks in these Chapter 11 Cases.

3. I submit this declaration (the “**Declaration**”) in support of the *Motion of the Debtors Pursuant to 11 U.S.C. §§ 502(b)(9) and 105(a), Fed. R. Bankr. P. 2002, 3003(c)(3), 5005, and 9007, and Local Rules 2002-1(e), 3001-1, and 3003-1 for Authority to (I) Establish Deadlines for Filing Proofs of Claim, (II) Establish the Form and Manner of Notice Thereof, and (III) Approve Procedures for Providing Notice of Bar Date and Other Important Deadlines and Information to Potential PSAN Inflation Claimants* [Docket No. 171] (the “**Bar Date Motion**”)² and the *In re: TK Holdings Inc., et al., Supplemental Notice Plan* (the “**Supplemental Notice Plan**”) described in the Bar Date Motion and attached hereto as **Exhibit A**.

4. Except as otherwise noted herein, the facts set forth in this Declaration are based upon my personal knowledge, my review of relevant documents, and information provided to me by the Debtors and their other professionals, including, professionals at Weil, Gotshal & Manges LLP (“**Weil**”) and Prime Clerk. If called upon to testify, I would testify competently to the facts set forth in this Declaration. I am authorized to submit this Declaration.

² Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such term in the Bar Date Motion.

I. Experience Relevant to this Case.

5. Signal IM is a results-oriented company comprised of data scientists, consumer modeling specialists, and digital media experts who, combined, have overseen more than \$1.1 billion in paid advertising campaigns—including campaigns for several heads of state, Fortune 500 companies, and legal notice campaigns. The Signal IM team is differentiable from other, “traditional” notice providers, in terms of both its approach and its results.

6. As consumers are increasingly relying on web-based media and social networking for information, and as these formats are highly fragmented and tend to evolve at a rapid pace, specialized experts, such as Matthew Garretson and myself, are needed to design advertising campaigns that effectively balance traditional and digital tools and that effectively compete for consumer attention across digital platforms.

7. I previously served as President Barack Obama’s 2012 campaign manager where I merged media, data analytics, and politics in an unprecedented—and successful—way. My specialized media experience together with my partner Matthew Garretson’s extensive institutional knowledge of complex settlements, claim noticing, and claim administration, has positioned Signal IM to offer unparalleled state of the art claim noticing in the unprecedentedly large notice campaign needed in these Chapter 11 Cases.

8. Previously, in the *Remington Arms* class action litigation, Signal IM developed, tested, and implemented a social media based, and data analytics driven, notice plan after a traditional noticing plan resulted in what the judge termed an “appalling” response rate. Using advanced data analysis techniques, in one month Signal IM increased the response rate by over 100% of what the prior campaign had generated in a year. *See Pollard v. Remington Arms Co.*, No. 4:13-CV-00086-ODS, 2017 WL 991071 (W.D. Mo. Mar. 14, 2017), *appeal filed sub nom. Pollard v. Frost*, No. 17-1818 (8th Cir. Apr. 18, 2017). Professionals at Signal IM, such as

Matthew Garretson, have been retained as noticing agents in other class action and complex litigations. *See* Settlement Administration First Status Report for The Four Virginia-Based Settlements, *In re Chinese-Manufactured Drywall Prods. Liab. Litig.*, MDL No. 2047 (E.D. La. Jan. 15, 2014), ECF No. 17392-1; Declaration of Matthew L. Garretson on Behalf of Garretson Resolution Group, Inc., *Volbers-Klarich v. Middletown Mgmt., Inc.*, Case No. CV 2007 04 1344 (Ohio C.P. Butler Cnty. Apr. 17, 2012); Stipulation of Settlement and Release, *Banford v. Aldrich Chem. Co.*, Case No. 2003 CV 8704 (Ohio C.P. Montgomery Cnty. Sept. 16, 2011).

II. Overview of Supplemental Notice Plan.

9. The Debtors worked with Prime Clerk and Signal IM to design the Supplemental Notice Plan to provide fair and adequate notice of the Bar Dates and other important deadlines and information to potential claimants around the world that may have claims against the Debtors, but whose names, addresses, and identities are not known to the Debtors, including, but not limited to, individuals who own, or may have owned, vehicles equipped with airbag inflators containing phase-stabilized ammonium nitrate (the “**PSAN Inflators**”), or their component parts, manufactured by the Debtors or their affiliates prior to the Petition Date (each such individual a “**Potential PSAN Inflator Claimant**” or a “**PPIC**” and, collectively, the “**PPICs**”). To this end, the Debtors provided Prime Clerk and Signal IM with relevant information regarding its businesses and PSAN Inflators. In addition, Signal IM relied upon its experience developing effective media plans to design and tailor the Supplemental Notice Plan.

10. The Supplemental Notice Plan is a media-based plan that utilizes numerous media formats—such as a dedicated website, a call center, a social media and digital advertising campaign, informational releases, and domestic and international publications—to reach potential claimants, with a specific focus on potential claimants that reside outside of the

United States. In my opinion, the Supplemental Notice Plan is broad, multi-faceted, and, under the facts and circumstances of these Chapter 11 Cases, reasonably calculated to: (1) allocate resources to notice the maximum number of PPICs outside of the United States of these Chapter 11 Cases and their opportunity to present claims in them; and (2) ensure that PPICs who seek information about these Chapter 11 Cases will find it.

11. Below is a brief description of the major components of the Supplemental Notice Plan.

A. Target Audiences for the Supplemental Notice Plan.

12. As discussed in the Bar Date Motion, due to the ongoing safety concerns associated with the Debtors' PSAN Inflators and the Debtors current inability to identify the make, model, and trim of vehicles containing PSAN Inflators sold outside of the United States, the Debtors estimate that there are potentially more than 110 million PPICs outside of the United States (and across over 150 countries). As reaching all PPICs outside of the United States would be cost-prohibitive, if even logistically or administratively possible, the Supplemental Notice Plan is designed to maximize reach to as many international PPICs as practicable. To this end, the primary target audience for the digital component of the Supplemental Notice Plan will be adults that reside in one of the 12 countries with the highest airbag rupture rates³ or reside in Canada, and that own, or may have owned, a vehicle equipped with an airbag containing a PSAN Inflator (*i.e.*, a subset of international PPICs). The secondary target audience will be adults searching for information about defective PSAN Inflators within airbags and/or these Chapter 11 Cases in the 61 countries and territories (exclusive of the United States, but including the U.S.

³ Based on information provided by the Debtors and their advisors, I understand that the twelve countries outside of the United States with the highest airbag rupture rates are Australia, Brazil, China, Colombia, the Dominican Republic, India, Indonesia, Malaysia, Mexico, the Philippines, Thailand, and Vietnam.

Virgin Islands) identified as targets by the proposed purchaser of substantially all of the Debtors' assets, Key Safety Systems, Inc. (the "*Plan Sponsor*").⁴ Additionally, with respect to the primary target audience, Signal IM has identified that many of the target PPICs reside in developing countries where there is a known correlation between vehicle ownership and higher income levels. Therefore, in order to maximize reach per dollar spent, Signal IM will use data modeling techniques to target high-income individuals in the 12 countries with the highest PSAN Inflation rupture rates.

13. With respect to the print media component of the Supplemental Notice Plan, the target audience for the Publication Notice will be adults in the 61 countries (inclusive of the United States) identified as targets by the Plan Sponsor and the target audience for the Informational Release will be reporters, editors, and publications worldwide,⁵ as well as transportation and automotive trade publications.

⁴ The 61 countries and territories (exclusive of the United States, but including the U.S. Virgin Islands) identified as targets by the Plan Sponsor include: Algeria, Angola, Argentina, Australia, Bahrain, Bangladesh, Brazil, Canada, China, Colombia, Costa Rica, Cote d'Ivoire, Cyprus, the Dominican Republic, Ecuador, Egypt, El Salvador, France, Germany, Ghana, Greece, Guatemala, Honduras, India, Indonesia, Israel, Italy, Jamaica, Kenya, Kuwait, Madagascar, Malaysia, Mexico, Morocco, Nicaragua, Nigeria, Oman, Pakistan, Panama, Paraguay, Peru, the Philippines, Poland, Portugal, Qatar, Russia, Saudi Arabia, Senegal, Singapore, South Africa, South Korea, Spain, Sudan, Thailand, Trinidad and Tobago, Tunisia, Turkey, United Arab Emirates, the United Kingdom, the U.S. Virgin Islands (the Debtors are treating the U.S. Virgin Islands in the same manner as the foreign jurisdictions identified in this footnote because the data the Debtors will use to identify PPIC Notice Parties in the fifty states and Puerto Rico is not available in the U.S. Virgin Islands), and Vietnam.

⁵ Signal IM will distribute the Informational Release to PR Newsire, requesting distribution to reports, editors, and publications in the following countries: **(Europe, Middle East, and Africa)** Algeria, Angola, Bahrain, Benin, Botswana, Burkina Faso, Burundi, Cameroon, Cape Verde, Central African Republic, Chad, Comoros, Congo, Djibouti, DR Congo, Egypt, Equatorial Guinea, Ethiopia, Gabon, Gambia, Ghana, Greece, Guinea, Guinea-Bissau, Hungary, Israel, Italy, Ivory Coast, Jordan, Kenya, Kuwait, Lebanon, Liberia, Libya, Luxemburg, Madagascar, Malawi, Mali, Malta, Mauritania, Mauritius, Morocco, Mozambique, Namibia, Netherlands, Niger, Nigeria, Oman, Poland, Portugal, Qatar, Reunion, Romania, Rwanda, Sao Tome & Principe, Saudi Arabia, Senegal, Seychelles, Sierra Leone, Slovakia, Slovenia, Somalia, South Africa, Spain, Sudan, Swaziland, Sweden, Syria, Tanzania, Togo, Tunisia, Uganda, UAE, UK, Yemen, Zambia, Zimbabwe, Bulgaria, Croatia, Czech Republic, Estonia, Hungary, Latvia, Lithuania, Poland, Romania, Russia, Slovakia, and Slovenia; **(Pan Asia)** Australia, China, Hong Kong, India, Indonesia, Japan, Malaysia, Philippines, Singapore, South Korea, Taiwan, Thailand, and Vietnam; **(Pacific Islands)** American Samoa, Cook Islands, Fiji, French Polynesia, Guam, Kiribati, Marshall Islands, New Caledonia, New Zealand, Papua New Guinea, Solomon Islands, Tonga, Vanuatu, and Western Samoa; **(Latin America)** Argentina, Bolivia, Brazil, Chile, Colombia, Costa Rica, Ecuador, El Salvador, Guatemala, Honduras, Mexico,

B. Dedicated Website and Call Center.

14. The Debtors, through Prime Clerk, have established a dedicated Chapter 11 Case website, TKRestructuring.com (the “*Case Website*”). The Case Website is easily accessible and includes important information about the Chapter 11 Cases, including key dates and deadlines, a docket of the Chapter 11 Cases, information on how to submit a proof of claim, and other information regarding the Debtors and other key parties in interest.

15. As part of the Case Website, the Debtors will establish a page specifically tailored to, and designed for, PPICs (the “*PPIC Website*”). The PPIC Website will, among other things, (a) inform PPICs of certain key dates and deadlines, (b) allow PPICs to view certain key documents in the Chapter 11 Cases free of charge, (c) include links to AirbagRecall.com, (d) include a link to any website administered by the Special Master in connection with the DOJ Restitution Fund, (e) provide information about ongoing recalls and airbag replacements, and (f) allow PPICs to register their email addresses and consent to email service of certain notices required to be sent to PPICs during the Chapter 11 Cases. The PPIC Combined Notice, the Publication Notice, and the PPIC Proof of Claim will each be available on the PPIC Website, along with other relevant documents, information, and answers to frequently asked questions. The PPIC Website address (TKRestructuring.com/PPIC) will be prominently displayed in all printed notice documents, linked to all paid advertising, and registered with a domain registration service (thereby allowing it to appear in search results for key words).

16. Additionally, Prime Clerk has established a domestic toll-free number (+1-833-619-7579) and an international number (+1-920-238-6810) for PPICs to call for more

Nicaragua, Panama, Paraguay, Peru, Uruguay, Venezuela, Puerto Rico, and the Dominican Republic; and (**North America**) the United States, Canada, and Mexico.

information. These call center numbers will be prominently displayed in all printed notice documents and paid advertising.

C. Social Media and Digital Advertising Campaign.

17. Prime Clerk, Signal IM, and the Debtors have been working together to build a social media and digital advertising campaign that is designed to reach individuals using data analytics and social media sites such as Facebook. The social media campaign will target individuals who are likely to be PPICs based on their online behavior, online affiliations, and offline information that is matched to an online social media account.

18. As pre-program testing is key to any successful modern mass media program, the social media campaign will undergo several weeks of testing and analysis prior to implementation. Additionally, throughout the test campaign, Signal IM will measure and analyze efficacy by varying messages, graphics, location, gender, date, and time, among other factors, and select the most efficacious messages for use throughout the remainder of the notice campaign. Samples of the testing materials being developed are attached to the Supplemental Notice Plan as **Attachment 2**.

1. Social Media Advertising.

19. One key component of the social media campaign will be the use of ad placements within social media sites, such as Facebook. Ad placements on Facebook will run in Facebook's newsfeed and not in Facebook's "right side advertising column" as Signal IM has found that newsfeed placements are far more effective, and produce higher click rates, than items "advertised" in the ad column. As Facebook is not the dominant social network in all of our targeted countries, select local social media networks will also be utilized as part of the campaign. For example, in China, Baidu and Weibo are the two most prominent social networks and have the highest reach; accordingly, these networks will be utilized in lieu of Facebook.

Regardless of which network is used, each ad placement will link to the PPIC Website, thereby allowing PPICs and other unknown claimants to easily access relevant information and documents.

2. Search Engine Advertising.

20. Sponsored search listings that link to the PPIC Website will be purchased from widely used search engines such as Google, Yahoo!, and Bing, as well as country specific search engines where appropriate. These search listings will be triggered by specific key search terms and combinations and will be displayed prominently at the top of the target's search results. Subject to additional analysis and pre-program testing, primary keyword categories may include varying combinations of the term "Airbag" and all or some of the following terms or phrases: "Takata," "Defective," "Deployment," "Faulty," "Injuries," "Lawsuit," "Lawsuit Settlement," "Manufacturers," "Problems," "Recalls," and/or "Replacement." Likewise, secondary keyword test categories may include the term "Airbag" in conjunction with any of the following terms or phrases: "Attorney," "Auto/Car Recall," "Auto Manufacturer Recall," "Cost," "Diagnostics," "Inflators," "Light," "Replacement," "Safety," "Sale," "Service," and/or "Specialist."

3. Digital Display Advertising.

21. Digital display advertising is an omnibus term for a variety of image, text, and video ads that appear near or in-line with web-content. Digital display ads are served at the top of websites, overlaid on web-video, alongside news articles, in mobile apps, and on virtually every other place consumers go on the web. Signal IM will use two primary online display networks—Google Display Network and Facebook Audience Network. As part of pre-program testing, Signal IM will test a variety of advertisement sizes and page placements on both networks to determine which network is best suited for each country. Regardless of network,

each advertisement will link to the PPIC Website, thereby allowing PPICs and other unknown claimants to easily access relevant information and documents.

D. Informational Release.

22. The Supplemental Notice Plan also seeks to reach PPICs and other unknown claimants through an Informational Release distributed to the PR Newswire, a distribution network that reaches thousands of broadcast, print, and online press organizations and journalists around the world, and to transportation and automotive trade publications, any of which may choose to disseminate the Informational Release (in whole or part) as a news story. The Informational Release will include the addresses for both the Case Website and the PPIC Website, as well as the call center numbers. The Informational Release will also include language specifically targeting PPICs. Although there is no guarantee that any news story will result, any news coverage that does result will further increase knowledge among potential claimants—especially as anyone searching for any such stories will be targeted by the paid digital search advertising described above.

E. Publication Notice in Print Media.

23. Prime Clerk, Signal IM, and the Debtors are working together to develop a publication version of the Bar Date Notices (the “**Publication Notice**”). The Publication Notice will describe who may file a claim, the deadlines for filing different categories of claims (including the PPIC Bar Date), and the consequences of not filing a claim. The Publication Notice will also provide clear mechanisms for readers to access further information, including by providing the address of the PPIC Website and the domestic and international telephone numbers of the Debtors’ dedicated call center.

24. The Debtors propose to publish the Publication Notice once in numerous domestic and international publications, including *The Wall Street Journal*, *The New York Times*,

USA Today, *Automotive News*, and the *Daily Mail*, as well as in local publications (and languages) in more than 60 countries around the world. A list of the publications in which the Publication Notice is proposed to be published is attached to the Supplemental Notice Plan as **Attachment 3**.

F. Timing and Cost of Supplemental Notice Plan.

25. The pretesting and analysis of the Supplemental Notice Plan will commence as soon as reasonably practicable after approval of the Bar Date Motion and will extend over an approximately one month period. The campaign will then run for approximately two months. The proposed timeline for the various components of the Supplemental Notice Plan is included in section III of the Supplemental Notice Plan. The estimated cost of the Supplemental Notice Plan is approximately \$8.5 million, which includes Signal IM's expert and professional fees.

[Remainder of page intentionally left blank.]

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Dated: September 8, 2017

/s/ Jim Messina

Jim Messina
Co-Founder and Principal
Signal Interactive Media LLC

Exhibit A

Supplemental Notice Plan

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

-----X		
In re	:	Chapter 11
	:	
TK HOLDINGS INC., et al.,	:	Case No. 17-11375 (BLS)
	:	
Debtors.¹	:	Jointly Administered
	:	
-----X		

IN RE: TK HOLDINGS INC., ET AL., SUPPLEMENTAL NOTICE PLAN

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, as applicable, are: Takata Americas (9766); TK Finance, LLC (2753); TK China, LLC (1312); TK Holdings Inc. (3416); Takata Protection Systems Inc. (3881); Interiors in Flight Inc. (4046); TK Mexico Inc. (8331); TK Mexico LLC (9029); TK Holdings de Mexico, S. de R.L. de C.V. (N/A); Industrias Irvin de Mexico, S.A. de C.V. (N/A); Takata de Mexico, S.A. de C.V. (N/A); and Strosshe-Mex, S. de R.L. de C.V. (N/A). Except as otherwise set forth herein, the Debtors’ international affiliates and subsidiaries are not debtors in these chapter 11 cases. The location of the Debtors’ corporate headquarters is 2500 Takata Drive, Auburn Hills, Michigan 48326.

I. Introduction.

1. This “Supplemental Notice Plan” is submitted in connection with the *Motion of the Debtors Pursuant to 11 U.S.C. §§ 502(b)(9) and 105(a), Fed. R. Bankr. P. 2002, 3003(c)(3), 5005, and 9007, and Local Rules 2002-1(e), 3001-1, and 3003-1 for Authority to (I) Establish Deadlines for Filing Proofs of Claim, (II) Establish the Form and Manner of Notice Thereof, and (III) Approve Procedures for Providing Notice of Bar Date and Other Important Deadlines and Information to Potential PSAN Inflator Claimants* [Docket No. 171] (the “**Bar Date Motion**”)² filed in the *In re: TK Holdings Inc., et al.* chapter 11 cases filed in the United States Bankruptcy Court for the District of Delaware (the “**Chapter 11 Cases**”).

2. The Supplemental Notice Plan outlines the dissemination effort that will be undertaken in the Chapter 11 Cases to provide fair and adequate notice of the Bar Dates and other important deadlines to potential claimants around the world that may have claims against the Debtors, but whose names, addresses, and identities are not known to the Debtors, including, but not limited to, individuals who own, or may have owned, vehicles equipped with airbag inflators containing phase-stabilized ammonium nitrate (the “**PSAN Inflators**”), or their component parts, manufactured by the Debtors or their affiliates prior to the Petition Date (each such individual a “**Potential PSAN Inflator Claimant**” or a “**PPIC**” and, collectively, the “**PPICs**”).

3. On June 27, 2017 the Court entered the *Order Pursuant to 28 U.S.C. § 156(c), 11 U.S.C. § 105(a) and Del. Bankr. L.R. 2002-1(f) Authorizing Retention and Appointment of Prime Clerk LLC as Claims and Noticing Agent* [Docket No. 117]. The Messina Group, the Garretson Resolution Group, and Signal IM were retained directly by and will be

² Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such term in the Bar Date Motion.

acting exclusively for Prime Clerk LLC (“*Prime Clerk*”), the Court appointed Claims and Noticing Agent, to provide digital outreach and other noticing tasks in these Chapter 11 Cases.

4. The Supplemental Notice Plan has been designed by Signal Interactive Media LLC (“*Signal IM*”), a legal media firm that specializes in providing legal notice services in large, complex cases. Signal IM is a collaboration between The Messina Group—a full-service media planning and purchasing firm founded by Signal IM co-founder and principal Jim Messina that works with organizations in the private, public, and social sectors to achieve strategic goals—and The Garretson Resolution Group—a legal services firm founded by Signal IM co-founder and principal Matthew Garretson that provides complex administration services in high-profile, large-scale legal proceedings. Signal IM’s principal goal is to provide potential claimants with a meaningful opportunity to be heard in legal proceedings affecting their rights. Signal IM uses advanced data analytics, contemporary digital media, and the art and science of modern political and commercial advertising to accomplish this goal. Additional information about Signal IM’s qualifications, including the curriculum vitae of its founders, is attached hereto as **Attachment 1**.

II. Overview/Summary

5. **Objective.** The Supplemental Notice Plan is designed to (a) provide fair and adequate notice of the Bar Dates and other important deadlines to those who may have a claim against the Debtors, but whose names and addresses are not known to the Debtors (including PPICs); (b) to direct such individuals to more detailed information about the Chapter 11 Cases; and (c) to make such individuals aware of the need to file a Proof of Claim before the applicable Bar Date in order to preserve their rights.

6. **Background.** The Debtors are one of the world's largest automotive safety system companies, supplying nearly all of the world's major automotive makers with a range of products that include seat belts, airbag systems, steering wheels, child restraint systems, and electronic devices such as satellite sensors and electronic control units. However, over the last several years certain of the Debtors' PSAN Inflators have ruptured upon airbag deployment causing considerable injury and, in some instances, death to drivers and passengers involved in motor vehicle crashes. This malfunction has prompted voluntary recalls by certain automotive manufacturers and, in the United States, a nationwide recall by the National Highway Traffic Safety Administration ("**NHTSA**"). As of June 25, 2017, over 60 million PSAN Inflators in the United States and more than 64 million PSAN Inflators outside of the United States, in each case without desiccant,³ have been recalled or will be subject to recalls based on announced schedules. By December 31, 2019, all vehicles in the United States containing non-desiccated PSAN Inflators will be affected by NHTSA's recalls.

7. While the Debtors have been able to purchase name and address data for individuals in the United States that are most likely to have or assert claims against the Debtors' estates (*i.e.*, individuals that are currently or, during the period from January 1, 2013 to the present were, registered owners in the United States of a vehicle containing a PSAN Inflator manufactured with the propellant formulation codenamed "2004"), to the best of the Debtors' knowledge and belief, after reasonable inquiry, no such data is available for parties residing outside of the United States. Further, the Debtors are not currently able to identify the make, model, and trim of vehicles containing PSAN Inflators that were sold outside of the United States. Accordingly, the Debtors estimate that there are more than 110 million Potential PSAN

³ Desiccant is a chemical drying agent that has been proven to absorb moisture and mitigate the risk of rupture. PSAN Inflators that do not contain desiccant are sometimes referred to herein as "non-desiccated PSAN Inflators."

Inflator Claimants (or PPICs) outside of the United States and across more than 150 countries. This Supplemental Notice Plan has been designed to target and reach these potential claimants.

8. **Scope.** The Supplemental Notice Plan is intended to provide PPICs outside of the United States—whose names and addresses are not reasonably ascertainable by the Debtors—with notice of their right to file a claim in these proceedings. This effort is distinct from, and in addition to, the robust individual direct mail notice campaign directed towards known or identifiable domestic claimants.

9. **Content.** The Supplemental Notice Plan consists of the following components:

(a) **Pre-program Testing.** Prior to implementing the Supplemental Plan, Signal IM will digitally test the best messages, mediums, visuals, and timing for effectively reaching PPICs, thereby refining the strategy and content of both the digital and print media campaigns.

(b) **Print Media Campaign.** A publication version of the Bar Date Notices (the “*Publication Notice*”) will be advertised in 61 countries (including the United States) in a total of 91 periodicals.

(c) **Dedicated Website and Call Center.** The Debtors, through Prime Clerk, will establish a webpage specifically tailored to, and designed for, PPICs (the “*PPIC Website*”) and a call center.

(d) **Social Media and Digital Advertising Campaign.** A custom social media and digital advertising campaign will be developed using Signal IM’s data modeling and analytics capabilities.

(e) **Informational Release.** The Debtors will distribute an informational press release (the “*Informational Release*”) about the Chapter 11 Cases that includes language specifically targeting PPICs to PR Newswire, targeting thousands of press outlets, journalists, and trade organizations globally.

III. Timeline.

10. Assuming a September 11, 2017 start date, the anticipated timeline for the Supplemental Notice Plan is as follows:

September 11, 2017 – October 8, 2017	Pre-program Testing
September 14, 2017 – October 12, 2017	Run Publication Notice Advertisements in Publications Across 61 Countries ⁴
October 9, 2017 – October 15, 2017	Analysis and Revision of Notice Creative and Targeting Based on Testing Results
October 16, 2017 – December 15, 2017	Run Digital Notice Advertisements (Including Display, Search and Social)

IV. Target Audience.

11. As set forth in the Bar Date Motion, due to the ongoing safety concerns associated with the Debtors’ PSAN Inflators and the Debtors current inability to identify the make, model, and trim of vehicles containing PSAN Inflators sold outside of the United States, the Debtors estimated that there are more than 110 million PPICs outside of the United States (and across over 150 countries). As reaching all PPICs outside of the United States would be cost-prohibitive, if even logistically or administratively possible, the Supplemental Notice Plan is designed to maximize reach to as many international PPICs as practicable. To this end, the primary target audience for the digital component of the Supplemental Notice Plan will be adults

⁴ Signal IM and the Debtors will use best efforts to publish the Publication Notice during this time period, subject to any restrictions or obstacles encountered from publications in the United States and/or abroad.

that reside in one of the 12 countries with the highest airbag rupture rates⁵ or reside in Canada, and that own, or may have owned, a vehicle equipped with an airbag containing a PSAN Inflator (*i.e.*, a subset of international PPICs). The secondary target audience will be adults searching for information about defective PSAN Inflators within airbags and/or these Chapter 11 Cases in any of the 61 countries and territories (exclusive of the United States, but including the U.S. Virgin Islands) identified as targets by the proposed purchaser of substantially all of the Debtors' assets, Key Safety Systems, Inc. (the "***Plan Sponsor***").⁶ Additionally, with respect to the primary target audience, Signal IM has identified that many of the target PPICs reside in developing countries where there is a known correlation between vehicle ownership and higher income levels. Therefore, in order to maximize reach per dollar spent, Signal IM will use data modeling techniques to target high-income individuals in the 12 countries with the highest PSAN Inflator rupture rates.

12. With respect to the print media component of the Supplemental Notice Plan, the target audience for the Publication Notice will be adults in the 61 countries (inclusive of the United States) identified as targets by the Plan Sponsor and the target audience for the

⁵ Based on information provided by the Debtors and their advisors, I understand that the 12 countries with the highest airbag rupture rates are Australia, Brazil, China, Colombia, the Dominican Republic, India, Indonesia, Malaysia, Mexico, the Philippines, Thailand, and Vietnam.

⁶ The 61 countries and territories (exclusive of the United States, but including the U.S. Virgin Islands) identified as targets by the Plan Sponsor include: Algeria, Angola, Argentina, Australia, Bahrain, Bangladesh, Brazil, Canada, China, Colombia, Costa Rica, Cote d'Ivoire, Cyprus, the Dominican Republic, Ecuador, Egypt, El Salvador, France, Germany, Ghana, Greece, Guatemala, Honduras, India, Indonesia, Israel, Italy, Jamaica, Kenya, Kuwait, Madagascar, Malaysia, Mexico, Morocco, Nicaragua, Nigeria, Oman, Pakistan, Panama, Paraguay, Peru, the Philippines, Poland, Portugal, Qatar, Russia, Saudi Arabia, Senegal, Singapore, South Africa, South Korea, Spain, Sudan, Thailand, Trinidad and Tobago, Tunisia, Turkey, United Arab Emirates, the United Kingdom, the U.S. Virgin Islands (the Debtors are treating the U.S. Virgin Islands in the same manner as the foreign jurisdictions identified in this footnote because the data the Debtors will use to identify PPIC Notice Parties in the fifty states and Puerto Rico is not available in the U.S. Virgin Islands), and Vietnam.

Informational Release will be reporters, editors, and publications worldwide,⁷ as well as transportation and automotive trade publications.

V. Pre-program Testing.

13. Pre-program testing is fundamental to any successful modern mass media program as it allows content providers to test their messages, platforms, visuals, targeting, and timing so as to most effectively reach a target audience. Since the budget in these Chapter 11 Cases is limited and the target audience is massive, the most important consideration of this Supplemental Notice Plan will be the efficient allocation of the estates' limited resources to maximize the reach per dollar spent.

14. The process of pre-program testing will include the following steps:

(a) First, Signal IM will design a series of digital advertisements to test in the 13 priority countries identified above. These advertisements will vary in terms of their message, the visuals associated with the advertisement, the targeting employed, and the platform used (*e.g.*, Facebook versus Google Display Network). The content for these tests will be determined in consultation with the Debtors and their advisors, including, professionals at Weil, Gotshal & Manges LLP ("*Weil*") and Prime Clerk, automotive industry experts, and Signal IM's

⁷ Signal IM will distribute the Informational Release to PR Newsire, requesting distribution to reports, editors, and publications in the following countries: **(Europe, Middle East, and Africa)** Algeria, Angola, Bahrain, Benin, Botswana, Burkina Faso, Burundi, Cameroon, Cape Verde, Central African Republic, Chad, Comoros, Congo, Djibouti, DR Congo, Egypt, Equatorial Guinea, Ethiopia, Gabon, Gambia, Ghana, Greece, Guinea, Guinea-Bissau, Hungary, Israel, Italy, Ivory Coast, Jordan, Kenya, Kuwait, Lebanon, Liberia, Libya, Luxemburg, Madagascar, Malawi, Mali, Malta, Mauritania, Mauritius, Morocco, Mozambique, Namibia, Netherlands, Niger, Nigeria, Oman, Poland, Portugal, Qatar, Reunion, Romania, Rwanda, Sao Tome & Principe, Saudi Arabia, Senegal, Seychelles, Sierra Leone, Slovakia, Slovenia, Somalia, South Africa, Spain, Sudan, Swaziland, Sweden, Syria, Tanzania, Togo, Tunisia, Uganda, UAE, UK, Yemen, Zambia, Zimbabwe, Bulgaria, Croatia, Czech Republic, Estonia, Hungary, Latvia, Lithuania, Poland, Romania, Russia, Slovakia, and Slovenia; **(Pan Asia)** Australia, China, Hong Kong, India, Indonesia, Japan, Malaysia, Philippines, Singapore, South Korea, Taiwan, Thailand, and Vietnam; **(Pacific Islands)** American Samoa, Cook Islands, Fiji, French Polynesia, Guam, Kiribati, Marshall Islands, New Caledonia, New Zealand, Papua New Guinea, Solomon Islands, Tonga, Vanuatu, and Western Samoa; **(Latin America)** Argentina, Bolivia, Brazil, Chile, Colombia, Costa Rica, Ecuador, El Salvador, Guatemala, Honduras, Mexico, Nicaragua, Panama, Paraguay, Peru, Uruguay, Venezuela, Puerto Rico, and the Dominican Republic; and **(North America)** the United States, Canada, and Mexico.

mass media experts. Samples of the testing materials being developed are attached hereto as **Attachment 2**.

(b) Second, Signal IM will test a variety of the aforementioned digital advertisements in the 13 priority countries among subsets of PPICs. These advertisements will run for 1-2 weeks and will be translated into local languages as appropriate.

(c) Third, Signal IM will analyze the data collected from the testing phase to determine which messages, visuals, platforms, and targeting were most effective. These determinations will be made by comparing the engagement rates, cost-per-click (“*CPC*”), and relevancy scores (if available) for each of the advertisements.

(d) Fourth, the analysis above will allow Signal IM to refine the broader Supplemental Notice Plan to ensure that it is reaching the highest number of PPICs with the most effective message via the most efficient platform. The analysis may also inform non-digital spending, such as the language used in the headline for the Publication Notice as well as the language and visuals used on the PPIC Website.

VI. Print Media Campaign.

15. Prime Clerk, Signal IM and the Debtors are working together to develop a publication version of the Bar Date Notices (the “*Publication Notice*”). The Publication Notice will describe who may file a claim, the deadlines for filing different categories of claims (including the PPIC Bar Date), and the consequences of doing nothing. The Publication Notice will also provide clear mechanisms for readers to access further information, including by providing the address of the PPIC Website and the domestic and international telephone numbers of the Debtors’ dedicated call center.

16. The Debtors propose to publish the Publication Notice once in numerous domestic and international publications, including *The Wall Street Journal*, *The New York Times*, *USA Today*, *Automotive News*, and the *Daily Mail*, as well as in local publications (and languages) in more than 60 countries around the world. A list of the 91 publications in which the Publication Notice is proposed to be published is attached hereto as **Attachment 3**.

17. Each of the 91 publications listed in Attachment 3 were selected based on a combination of their circulation numbers, readership numbers, geographic diversity within the country, perception as ‘papers of record,’ the language(s) supported, and/or their past precedent for publishing legal notices. In many cases, the publications selected satisfied some but not all of these criteria. Based on continued feedback from local sources, Signal IM may substitute one or more of the publications listed in Attachment 3 with a superior option.

VII. Dedicated Website and Call Center.

18. The Debtors, through Prime Clerk, have established a dedicated Chapter 11 Case website, TKRestructuring.com (the “*Case Website*”). The Case Website is easily accessible and includes important information about the Chapter 11 Cases, including key dates and deadlines, a docket of the Chapter 11 Cases, information on how to submit a proof of claim, and other information regarding the Debtors and other key parties in interest.

19. As part of the Case Website, the Debtors will establish a page specifically tailored to, and designed for, PPICs (the “*PPIC Website*”). The PPIC Website will, among other things, (a) inform PPICs of certain key dates and deadlines, (b) allow PPICs to view certain key documents in the Chapter 11 Cases free of charge, (c) include links to AirbagRecall.com, (d) include a link to any website administered by the Special Master in connection with the DOJ Restitution Fund, (e) provide information about ongoing recalls and airbag replacements, and

(f) allow PPICs to register their email addresses and consent to email service of certain notices required to be sent to PPICs during the Chapter 11 Cases. The PPIC Combined Notice, the Publication Notice, and the PPIC Proof of Claim will each be available on the PPIC Website, along with other relevant documents, information, and answers to frequently asked questions. The PPIC Website address (TKRestructuring.com/PPIC) will be prominently displayed in all printed notice documents, linked to all paid advertising, and registered with a domain registration service (thereby allowing it to appear in search results for key words).

20. Additionally, Prime Clerk has established a domestic toll-free number (+1-833-619-7579) and an international number (+1-920-238-6810) for PPICs to call for more information. These call center numbers will be prominently displayed in all printed notice documents and paid advertising.

VIII. Social Media and Digital Advertising Campaign.

21. Prime Clerk, Signal IM and the Debtors have been working together to build a social media and digital advertising campaign that is designed to reach individuals using data analytics and social media sites such as Facebook. The social media campaign will target individuals who are likely to be PPICs based on their online behavior, online affiliations, and offline information that is matched to an online social media account. Throughout the test campaign, Signal IM will measure and analyze efficacy by varying messages, graphics, location, gender, date, and time, among other factors and select the most efficacious messages for use throughout the remainder of the notice campaign.

A. Social Media Advertising.

22. One key component of the social media campaign will be the use of ad placements within social media sites, such as Facebook. Facebook is a cost-effective tool with the most advanced targeting capabilities among social media platforms. The targeting for this

campaign will include “geo-targeting,” as well as the use of “interest targeting” and/or “behavior targeting.”⁸ Geo-targeting allows Signal IM to analyze an individual’s location, while interest targeting allows Signal IM to analyze an individual’s online activity—providing data points that will allow Signal IM to build audiences that indicate car ownership. Behavior targeting refers to the use of offline data that is provided by Facebook’s 3rd party partners to help identify car ownership. Together, these targeting tools will be used to increase the frequency at which likely targets see advertisements.

23. Additionally, advertisements placed on Facebook will run in Facebook’s newsfeed and not in Facebook’s “right side advertising column” as Signal IM has found that newsfeed placements are far more effective, and produce higher click rates than items “advertised” in the ad column. As Facebook is not the dominant social network in all of the targeted countries, select local social media networks will also be utilized as part of the campaign. For example, in China, Baidu and Weibo are the two most prominent social networks and have the highest reach, accordingly, these networks will be utilized in lieu of Facebook. Regardless of which network is used, each ad placement will link to the PPIC Website, thereby allowing PPICs and other unknown claimants to easily access relevant information and documents.

B. Search Engine Advertising.

24. Sponsored search listings that link to the PPIC Website will be purchased from widely used search engines such as Google, Yahoo!, and Bing, as well as country specific search engines where appropriate. These search listings will be triggered by specific key search terms and combinations and will be displayed prominently at the top of the target’s search

⁸ “Behavior targeting” is not available in all countries.

results. Subject to additional analysis and pre-program testing, primary keyword categories may include varying combinations of the term “Airbag” and all or some of the following terms or phrases: “Takata,” “Defective,” “Deployment,” “Faulty,” “Injuries,” “Lawsuit,” “Lawsuit Settlement,” “Manufacturers,” “Problems,” “Recalls,” and/or “Replacement.” Likewise, secondary keyword test categories may include the term “Airbag” in conjunction with any of the following terms or phrases: “Attorney,” “Auto/Car Recall,” “Auto Manufacturer Recall,” “Cost,” “Diagnostics,” “Inflators,” “Light,” “Replacement,” “Safety,” “Sale,” “Service,” and/or “Specialist.”

25. The cost of search engine advertisements will depend on the amount of search traffic that takes place over the implementation period, as well as the other advertising content Signal IM must compete with at the time. Additionally, as the goal will be to have ads in the “first position” (*i.e.*, the first ad at the top of Google’s search results page), the advertising costs will likely fluctuate over the course of the campaign.

C. Digital Display Advertising.

26. Digital display advertising is an omnibus term for a variety of image, text, and video ads that appear near or in-line with web-content. Display advertising has a far greater diversity of placement types when compared to social media advertising. Digital display ads are served at the top of websites, overlaid on web-video, alongside news articles, in mobile apps, and on virtually every other place consumers go on the web. Signal IM will use two primary online display networks—Google Display Network and Facebook Audience Network. Google Display Network controls the largest online display inventory, but lacks robust targeting features. Conversely, Facebook Audience Network has the same robust targeting features as its social network ads, but has a much smaller display inventory than Google Display Network as it only serves the mobile device platform. Accordingly, Signal IM will supplement ad placements on

the Google Display Network with testing on the Facebook Audience Network (where available).⁹

This approach will allow Signal IM to use cost-efficient display advertising on the Google Display Network while incorporating the sophisticated targeting techniques of the Facebook Audience Network.

27. As part of pre-program testing, Signal IM will test a variety of advertisement sizes and page placements on both networks to determine which network is best suited for each country. Regardless of network, each advertisement will link to the PPIC Website, thereby allowing PPICs and other unknown claimants to easily access relevant information and documents.

IX. Informational Release

28. The Supplemental Notice Plan also seeks to reach PPICs and other unknown claimants through an informational press release (the “*Informational Release*”) distributed to the PR Newswire, a distribution network that reaches thousands of broadcast, print, and online press organizations and journalists around the world, and to transportation and automotive trade publications, any of whom may choose to disseminate the Informational Release (in whole or part) as a news story. The Informational Release will include the addresses for both the Case Website and the PPIC Website, as well as the call center numbers. The Informational Release will also include language specifically targeting PPICs. Although there is no guarantee that any news story will result, any news coverage that does result will further increase knowledge among potential claimants—especially as anyone searching for any such stories will be targeted by the paid digital search advertising described above.

⁹ Facebook Audience Network does not have online display inventory in all countries.

Attachment 1

Signal IM Curriculum Vitae

I. Signal IM: Who we are.

1. Signal Interactive Media LLC (“*Signal IM*”) is a legal media firm founded in 2014 that specializes in providing legal notice services in large, complex cases. Signal IM is a collaboration between The Messina Group—a full-service media planning and purchasing firm founded by Signal IM co-founder and principal Jim Messina that works with organizations in the private, public, and social sectors to achieve strategic goals—and The Garretson Resolution Group—a legal services firm founded by Signal IM co-founder and principal Matthew Garretson that provides complex administration services in high-profile, large-scale legal proceedings. Signal IM is a results-oriented company comprised of data scientists, consumer modeling specialists, and digital media experts who, combined, have overseen more than \$1.1 billion in paid advertising campaigns—including campaigns for several heads of state, Fortune 500 companies, and legal notice campaigns.

II. Signal IM: What we do.

2. Signal IM’s principal goal is to provide potential claimants with a meaningful opportunity to be heard in legal proceedings affecting their rights. Signal IM uses advanced data analytics, contemporary digital media, and the art and science of modern political and commercial advertising to accomplish this goal. The Signal IM team is differentiable from other, “traditional” notice providers, in terms both its approach and its results. As consumers are increasingly relying on web-based media and social networking for information, and as these formats are highly fragmented and tend to evolve at a rapid pace, specialized experts, such as Signal IM co-founders Jim Messina and Matthew Garretson, are needed to design advertising campaigns that effectively balance traditional and digital tools and that effectively compete for consumer attention across digital platforms.

3. For example, in 2015 a federal court appointed a well-established traditional notice agent to design and administer a media campaign in a recall-related class action litigation that involved over 7 million allegedly defective firearms. Among other media vehicles, this traditional notice agent utilized customary third party validation tools to undertake a direct mail, social media advertising, and targeted print media campaign to reach potential claimants. In response 2,327 claims were received for the offered free product repair prior to the filing of the first settlement approval motion (approximately one year after the media campaign began). On this record the court declined to approve the class settlement, specifically citing class notice and later calling the initial claims receipt rate “appalling.” *See Pollard v. Remington Arms Co.*, No. 4:13-CV-00086-ODS, 2017 WL 991071, *7 (W.D. Mo. Mar. 14, 2017), *appeal filed sub nom. Pollard v. Frost*, No. 17-1818 (8th Cir. Apr. 18, 2017). The court ordered that a notice plan be implemented “that will be effective and result in a more significant response rate.” *Pollard v. Remington Arms Co.*, No. 4:13-CV-00086-ODS (W.D. Mo. Dec. 8, 2015) [Docket No. 112]. Subsequently, counsel engaged Signal IM to design, test, and administer a media plan that would achieve a more significant response rate. Signal IM began by defining several data-driven consumer models and then administering and testing various advertisements. The initial campaign ran for a 35 day period, during which time class members submitted an additional 8,021 repair claims (an increase of 118% compared to the prior yearlong campaign). In later approving the class settlement, the court cited the efficacy of Signal IM’s media plan, stating that:

One of the lynchpins of the supplemental notice utilized by the parties was their targeted social media campaign. Through this method of notice, the notice reached more than four million individuals, and the advertisements were clicked more than 375,000 times. Given the popularity of

social media in the United States, the use of targeted social media to notify class members was yet another reasonable component of the notice plan, especially when combined with all other forms and methods of notice utilized in this matter.

(citation omitted). *Pollard v. Remington Arms Co.*, 2017 WL 991071 at *11.

4. The above is just one example of what the Signal IM team is capable of. Founded in just 2014, the Signal IM team is already producing industry-transforming results based on the significant knowledge and experience of its principals.

III. Signal IM Principal: Jim Messina.

5. As President Barack Obama's 2012 campaign manager, Jim Messina abandoned every step of a traditional presidential campaign and merged media, data analytics, and politics in an unprecedented way. Google's Executive Chairman, Eric Schmidt, called it "the best-run campaign ever." More recently, Mr. Messina served as a campaign strategy adviser to Prime Minister David Cameron during the 2015 general election campaign. Beyond political campaigns, The Messina Group currently designs media plans for non-profits and corporations, from top film studios to international retailers.

6. Mr. Messina and his team have supervised over \$1.1 billion in paid advertising across the globe. The Messina Group has experience in using a variety of contemporary paid, earned, and owned media (including traditional print media and, more notably, contemporary digital media such as social networking using Facebook).

7. In the political context, Mr. Messina is often engaged to use data and data analytics to increase voter turnout. His team has designed and implemented voter outreach strategies in dozens of campaigns across five continents—including volunteer recruitment, small-dollar fundraising, and voter persuasion. Through this work, The Messina Group has developed content for television, radio, print, and digital advertising that has reached hundreds of

millions of voters. Additionally Mr. Messina has worked with Presidents and Prime Ministers across the world to make government outreach to citizens more efficient and effective. This includes advising on communications strategy and specific engagement tactics to ensure that citizens feel their government is accessible.

8. In the commercial context, Mr. Messina leverages his data-driven philosophy to increase clients' customer base. Using cutting-edge targeting enabled by advanced analytics, The Messina Group designed and implemented programs to improve customer retention and/or attract new customers for corporations ranging from Fortune 500 corporations and Hollywood studios to innovative startups. These tactics resulted in improved advertising efficiency by reaching the right individual consumers, at the right time, with the right message.

9. In today's changing litigation climate, Mr. Messina has adopted and uses all of the art and science developed from his political and consumer advertising experience to increase the effectiveness of legal noticing programs.¹

IV. Signal IM Principal: Matthew Garretson.

10. Matthew Garretson is an attorney who received his B.A. from Yale University and his law degree from Kentucky's Salmon P. Chase College of Law. Mr. Garretson is a frequent speaker at continuing legal education seminars on the topic of professional responsibilities in class action and mass tort matters and is the author of a legal textbook published by West Publishing entitled "Negotiating and Settling Tort Cases."

11. Mr. Garretson has substantial firsthand experience administering the resolution of hundreds of class action and mass tort matters. Mr. Garretson and his team have

¹ See also, *Be Heard: Class Notice and Political Advertising*, available at www.signalinteractive.com/resources (providing additional information regarding how Signal IM has adopted Mr. Messina's data-driven mass media approach to advance class notice practice).

extensive institutional knowledge of claim communications, intake, and processing procedures in class action lawsuits. For example, Mr. Garretson's team currently serves as the court-appointed Claims Administrator for the medical benefits settlement in a case resulting from the Deepwater Horizon oil spill in April 2010. As Claims Administrator, Mr. Garretson's team is responsible for administering the settlement, which includes tasks such as class member intake, systems and process development, documentation and correspondence, claims processing, medical record review and validation, fund administration, and fraud detection.

12. Mr. Garretson's team has also served as the court-appointed Allocation Neutral in the 9-11 *World Trade Center Disaster Site Litigation* after being appointed by Judge Alvin Hellerstein. As the Allocation Neutral for the WTC Captive Settlement, Mr. Garretson and his team were responsible for evaluating claims and paying out \$712.5 million to more than 10,000 plaintiffs alleging injuries from the rescue, recovery, and debris-removal operations at the World Trade Center site after the events of September 11, 2001.

V. Curricula Vitae

13. The curricula vitae of Mr. Messina and Mr. Garretson are appended hereto as **Appendix 1** and **Appendix 2**, respectively.

APPENDIX 1: CURRICULUM VITAE OF JIM MESSINA

Co-Founder – Signal Interactive Media and Founder/CEO – The Messina Group

Since 2013: Chief Executive Officer – Provides strategic consulting to political campaigns, advocacy organizations and businesses. The Messina Group is a full-service consulting firm that works with organizations in the private, public, and social sectors to achieve their strategic goals. The Messina Group assists clients in addressing critical issues and generating custom solutions to their challenges.

Engagements

- Prime Minister David Cameron and The Conservative Party (UK)
Since 2013: Senior Advisor.
- Organizing for Action (OFA)
Since 2013: Chairman – OFA supports and advances President Barack Obama’s agenda and legacy.
- Obama for America
2011-2012: Campaign Manager – Served as the campaign manager for President Barack Obama’s successful 2012 re-election campaign.

2008: National Chief of Staff – Responsible for day-to-day budget, political and field operations during the general election.
- The White House
2009-2011: Deputy Chief of Staff for Operations – Served as Deputy Chief of Staff to President Barack Obama. Integral to the passage of the Affordable Care Act and the President’s economic stimulus bills.

2008-2009: Director of Personnel – Served as the Director of Personnel for the Obama-Biden Presidential Transition Team, and helped the President select his Cabinet.
- U.S. Senate
2005-2008: Chief of Staff, Senator Max Baucus

2002-2004: Chief of Staff, Senator Byron Dorgan

2001-2002: Campaign Manager, Senator Max Baucus

1995-1999: Legislative Assistant, Senator Max Baucus
- U.S. Congress
1999-2001: Chief of Staff, Congresswoman Carolyn McCarthy

Activities:

Member, Board of Directors, Lanzatech New Zealand Ltd., [since 2013]
 Member, Board of Directors, Google Advanced Technology and Projects Group [since 2013]
 Member, Board of Directors, Vectra Networks, [since 2014]
 Member, Board of Directors, Hyperloop Technologies, Inc., [since 2014]
 Member, Board of Directors, U.S. Soccer Foundation, [since 2015]
 Member, Advisory Board, Montana Land Reliance [since 2016]

Education:

BA, Political Science and Journalism, University of Montana, 1993

APPENDIX 2: CURRICULUM VITAE OF MATTHEW L. GARRETSON

Matthew Garretson is a U.S. lawyer and the founder and CEO of The Garretson Resolution Group, which provides complex administration services in high-profile, large-scale mass tort and class action settlements nationwide. Mr. Garretson is also the co-founder of Signal Interactive Media, a firm dedicated to improving the efficacy of class notice through contemporary data analytics and mass media.

Mr. Garretson has served as the special master or administrator of settlement funds and crisis response programs throughout the country in environmental disaster, product liability, civil rights, and other cases. Mr. Garretson's work in these areas includes notice program design, claims administration, lien resolution, and post-settlement monitoring.

Mr. Garretson is a frequent speaker on class action, mass tort, and related matters. He is also the author of West Publishing's *Negotiating and Settling Tort Cases*, as well as numerous articles regarding professional responsibility and other issues in complex litigation.

Mr. Garretson received his B.A. from Yale University, his law degree from Kentucky's Salmon P. Chase College of Law, and his M.A. in Religious Studies from Chicago Theological Seminary.

Relevant Publications

- *Negotiating and Settling Tort Cases*, ATLA / West Publishing (2007). Updated 2013, 2015.
- *A Fine Line We Walk: Counseling Clients About the "Form" of Settlement*, 13 A.B.A. Prof'l Law. 4, 2002.
- *Don't Get Trapped By A Settlement Release*, Trial Magazine, September 2003.
- *Structured Settlement Factoring Transactions: New Laws Protect Clients Who Sell Their Structured Settlement Benefits*, Ohio Trial, Volume 13, Issue 2, 2004.
- *A Practical Approach to Proactive Client-Counseling and Avoiding Conflicts of Interest in Aggregate Settlements*, The Loyola University Journal of Public Interest Law, Volume 6, 2004.
- *Deferring Attorney Fees: Is There Now a Critical Mass of Enabling Legislation?* Ohio Trial, Volume 14, Issue 2, 2005.
- *Making Sense of Medicare Set-Asides*, Trial Magazine, May 2006.
- *What Does the Ahlborn Decision Really Mean?* Ohio Trial, Fall 2006.
- *Medicare's Reimbursement Claim - The Only Constant is Change*, Ohio Trial, Spring 2007.
- *One More Thing to Worry About in Your Settlements: The Medicare, Medicaid and SCHIP Extension Act of 2007*, Philadelphia Trial Lawyers Association Verdict, Volume 2007, Issue 6.
- *Act II – Reporting Obligations for Settling Insurers where Medicare is a Secondary Payer: The Medicare, Medicaid and SCHIP Extension Act of 2007*, May 18, 2009.
- *Easing Health Care Lien Resolution*, AAJ Trial Magazine, October 2010.
- *The Medicare, Medicaid and SCHIP Extension Act of 2007, Section 111 Reporting: One More Thing to Worry About in Your Settlements*, March 2012.
- *The SMART Act: How a New Federal Law Could Fast Track Your Settlements*, 2013.

Legal Ethics / Professional Responsibility Speaking

- AAJ Annual Meeting '03, '06, '08
- AAJ Hormone Therapy '04
- AAJ Mid-Winter '05, '06
- AAJ Weekend with the Stars '06
- AAJ Nursing Home Litigation Seminar '08
- AAJ Ski Medical Seminar '08
- AAJ Winter Convention '08, '13
- AAJ MSP Teleseminar '12
- American Bar Association Annual Convention '15
- Catholic Health Initiatives '08
- Colorado Trial Lawyers Association Winter Convention '09, '12
- Connecticut Trial Lawyers Association '09
- Consumer Attorneys of California '01, '03, '04, '06, '09
- Consumer Attorneys of Sonoma County '01
- DRI Annual Meeting '07
- DRI Mass Torts MSP Webcast '13
- Duke Law Center for Judicial Studies '16
- Florida Justice Association '09
- Georgia Trial Lawyers Association '08, '09
- George Washington University Law School '16
- Hamilton Country Trial Lawyers Association '05
- Harris Martin '13, 9/15, 10/15, '16
- Hormone Replacement Therapy Seminar '07
- Indiana Trial Lawyers Association '09
- Kansas Trial Lawyers Association '03, '04, '07
- Kentucky Academy of Trial Lawyers '06
- Kentucky Justice Association '08
- Louisiana State Bar Association Admiralty Symposium '06, '07, '13, '14, '15
- Louisiana Bar Mass Tort Symposium '02, '04
- Louisiana State Bar Assoc. Complex Litigation Symposium '13, '16
- Louisiana Trial Lawyers Association Annual '07
- Mass Torts Made Perfect '03, '04, '06, '08, '13
- Mass Torts Made Perfect Judicial Forum '13
- Mealey's Lexis/Nexis Art of Negotiation '07
- Mealey's Lexis/Nexis Contingency Fees '07
- Mealey's Lexis/Nexis Ethics '07
- Mealey's Lexis/Nexis Client Expenses '06
- Mealey's Lexis/Nexis Emerging Drug and Devices '04
- Mealey's Lexis/Nexis MMSEA '08
- Mealey's Medicare & ERISA Liens: New Developments '09
- Mississippi Trial Lawyers Association '02
- Michigan Negligence Law Section '09
- Michigan Association for Justice '08
- Minnesota Trial Lawyers Association '09
- Montana Trial Lawyers Association '08
- New York Academy of Trial Lawyers '07
- Norfolk and Portsmouth Bar Association '03
- NABIS – Medical Issues in Brain Injury '05, '06, '07
- Ohio Academy of Trial Lawyers Annual '03, '04, '05, '06, '07
- Ohio Academy of Trial Lawyers Subrogation Seminar '06
- Ohio Academy of Trial Lawyers Worker's Compensation '07

- Ohio Association for Justice '08,
'09
- Insurance/Negligence Seminar '09
- Ohio State Bar Association Annual
Convention '06
- Ohio Trial Advocacy Seminar '04,
'06
- Oklahoma Trial Lawyers
Association '07
- Perrin Conferences '12, '13
- Philadelphia Assn. for Justice '08
- Plaintiff Asbestos Litigation
Seminar '07
- Professionally Speaking Seminar
'07
- RAND Corporation '16
- San Antonio Trial Lawyers
Association '07
- Society of Settlement Planners '07
- SeminarWeb '12
- TBI Symposium - Brain Injury
Association of Ohio '04, '06
- TPL-COB National Conference '07
- Utah Bar Association Annual
Seminar '05
- Utah Trial Lawyers Brain Injury
'02, '03, '04, '05, '06, '07
- Utah Trial Lawyers Association
Annual Convention '07
- Utah Association for Justice '09
- Virginia Trial Lawyers Association
'05

Selected Recent High-Profile, Multiple Claimant Projects

- *In re: National Football League Players' Concussion Injury Litigation*, MDL Docket Number 2323 (United States District Court, Eastern District of Pennsylvania)
- *In re: National Collegiate Athletic Association Student-Athlete Concussion Injury Litigation*, MDL Docket Number 2492 (United States District Court, Northern District of Illinois)
- *In re: Actos (Pioglitazone) Products Liability Litigation*, MDL Docket Number 2299 (United States District Court, Western District of Louisiana)
- *In re: C.R. Bard, Inc., Pelvic Repair System Products Liability Litigation*, MDL Docket Number 2187 (United States District Court, Southern District of West Virginia); *In re: American Medical Systems, Inc., Pelvic Repair System Products Liability Litigation*, MDL Docket Number 2325 (United States District Court, Southern District of West Virginia); *In re: Boston Scientific Corp. Pelvic Repair System Products Liability Litigation*, MDL Docket Number 2326 (United States District Court, Southern District of West Virginia); *In re: Ethicon, Inc., Pelvic Repair System Products Liability Litigation*, MDL Docket Number 2327 (United States District Court, Southern District of West Virginia); *In re: Coloplast Corp. Pelvic Support Systems Products Liability Litigation*, MDL Docket Number 2387 (United States District Court, Southern District of West Virginia)
- *In re: Oil Spill by the Oil Rig "Deepwater Horizon"*, MDL Docket Number 2179 (United States District Court, Eastern District of Louisiana)
- Archdiocese of Cincinnati Claim Resolution Fund, Administrator of a voluntarily established settlement fund. *In re: Roman Catholic Bishop of Louisville, Inc.*, (Jefferson Circuit Court, Louisville, Kentucky)
- *In re: Vioxx Products Liability Litigation*, MDL Docket Number 1657 (United States District Court, Eastern District of Louisiana)
- *In re: World Trade Center Disaster Site Litigation*, MDL Docket Number MC100, and 103 (Southern District of New York)
- *In re: Rezulin Products Liability Litigation*, MDL Docket Number 1348 (United States District Court, Southern District of New York)
- *In re: Medtronic, Inc. Implantable Defibrillators Products Liability Litigation*, MDL Docket Number 1726, (United States District Court, District of Minnesota)
- *In re: Guidant Corp. Implantable Defibrillators Products Liability Litigation*, MDL Docket Number 1708 (United States District Court, District of Minnesota)
- *In re: Seroquel Products Liability Litigation*, MDL Docket No. 1769 Zyprexa Zyprexa Products Liability Litigation, MDL Docket Number 1596 (United States District Court, Eastern District of New York)

- Privately retained Special Master / Administrator in 10 separate settlement groups that opted out of the nationwide class action settlement
- *In re: Cincinnati Policing*, Case No. C-1-99-3170 (United States District Court, Southern District of Ohio)
- *In re: OxyContin Litigation, Civil Action Number 02-CP-18-1756*, (Court of Common Pleas, County of Dorchester, State of South Carolina)
- *In re: Gadolinium Based Contrast Agents Products Liability Litigation*, MDL Docket Number 1909 (United States District Court, Northern District of Ohio, Eastern Division)
- *In re: Bextra and Celebrex Products Liability Litigation*, MDL Docket Number 1699 (United States District Court, Northern District of California)
- *In re: Ortho Evra Products Liability Litigation*, MDL Docket Number 1742 (United States District Court, Northern District of Ohio, Eastern Division)
- *In re: Atlanta Housing Authority*, Civil File Action Number 2004VS 071617Y, (State Court of Fulton County, State of Georgia)
- *In re: ConAgra Peanut Butter Products Liability Litigation*, MDL Docket Number 1845 (United States District Court, North District Georgia)
- *In re: Bausch & Lomb, Inc, Contact Lens Solution Products Liability Litigation*, MDL Docket Number 1785 (United States District Court, District of South Carolina)
- *In re: Trasylol Products Liability Litigation*, MDL Docket Number 1928 (United States District Court, Southern District of Florida)
- *In re: Wilmington Housing Authority*, Civil File Action Number 08 CVS 00117, (Superior Court Division New Hanover County, State of North Carolina)
- *In re: Zyprexa Products Liability Litigation*, MDL Docket Number 1596 (United States District Court, Eastern District of New York)
- *In re: Prempro Products Liability Litigation*, MDL Docket Number 1507 (United States District Court, Eastern District of Arkansas)

Attachment 2

Sample Testing Materials

Sample Testing Materials

Sample Ad #1



Takata Restructuring

Sponsored · 🌐

👍 Like Page

Are you a car owner? If you owned a car with a Takata PSAN airbag inflator, find out how this restructuring affects you.



Are You A Car Owner?

Takata (TK Holdings Inc) is restructuring. Find out how this impacts you by visiting the website.

TKRESTRUCTURING.COM/PPIC

👍 Like

💬 Comment

➦ Share

Sample Ad #2



Takata Restructuring

Sponsored ·

Like Page

Are you a car owner? If you owned a car with a Takata PSAN airbag inflator, find out how this restructuring affects you.



Are You Impacted by Takata Restructuring?

Takata (TK Holdings Inc) is restructuring. Find out how this impacts you by visiting the website.

TKRESTRUCTURING.COM/PPIC

Like

Comment

Share

Sample Ad #3



Takata Restructuring

Sponsored ·

Like Page

Are you a car owner? If you owned a car with a Takata PSAN airbag inflator, find out how this restructuring affects you.



Are You A Car Owner?

Takata (TK Holdings Inc) is restructuring. Find out how this impacts you by visiting the website.

TKRESTRUCTURING.COM/PPIC

Like

Comment

Share

Attachment 3

List of Publications

List of Publications

The Debtors propose to publish the Publication Notice in the 61 countries and 91 publications listed below:

Country	Newspaper	Circulation¹
Algeria	Echorouk El-Yawmi	400,000
Angola	Jornal de Angola	40,000
Argentina	La Nacion	90,000
Australia	The Australian	96,602
Bahrain	Al Wasat	30,000
Bangladesh	Prothom Alo	525,000
Brazil	Super Noticia	221,000
Brazil	Fohla	3,300,000
Canada	Globe and Mail	162,550
Canada	Le Devoir	29,000
China	People's Weekly/Daily	3,300,000
Colombia	El Tiempo	250,000
Costa Rica	Diario Extra	153,000
Cote d'Ivoire	Fraternité Matin	80,000
Cyprus	Phileleftheros	26,000
Dominican Republic	Listín Diario	166,000
Ecuador	El Universo	68,000
Egypt	Al-Ahram	1,000,000
El Salvador	El Diario de Hoy	100,000
France	Le Monde	320,000
France	Le Fiagro	330,000
France	Le Parisien/Edition Nationale	205,000
France	Les Echos/Le publicateur legal-la vie judiciaire	127,000
Germany	Frankfurter Allgemeine Zeitung	256,000
Germany	Berliner Zeitung	139,000
Germany	Die Walt	182,100
Germany	Bild	1,800,000
Ghana	The Ghanaian Chronicle	40,000
Greece	To Vima	114,000
Guatemala	Prensa Libre	100,000


¹ The circulation numbers listed below were reported to Signal IM by the individual publications listed. Accordingly, the circulation numbers may not be exact as some publications in emerging markets frequently conflate the terms "circulation" and "readership," thereby skewing circulation numbers higher than what they may actually be.

Country	Newspaper	Circulation¹
Honduras	La Prensa	60,000
India	Hindustan Dainik	2,237,000
India	The Times of India	4,261,000
Indonesia	Kompas	500,000
Israel	Haaretz	720,000
Italy	Corriere della Sera	388,000
Jamaica	The Jamaica Gleaner	75,000
Kenya	The Standard	54,000
Kuwait	Al-Anba	100,000
Madagascar	L'Express de Madagascar	12,000
Malaysia	Berita Harian	47,000
Malaysia	Sin Chew	500,000
Malaysia	The Star	1,400,000
Mexico	El Universal	300,000
Mexico	Reforma	200,000
Morocco	Le Matin du Sahara et du Maghreb	75,000
Nicaragua	El Nuevo Diario	46,000
Nigeria	Vanguard	120,000
Oman	Times of Oman	15,000
Pakistan	Dawn	109,000
Panama	El Siglo	25,000
Paraguay	ABC Color	45,000
Peru	El Comercio	120,000
Philippines	Philippines Daily Inquirer	260,000
Poland	Gazeta Wyborcza	151,000
Poland	Rzeczpospolita	38,000
Portugal	Jornal de Noticias	52,000
Qatar	Gulf Times	15,000
Russia	Moskovsky Komsomolets	930,000
Russia	Kommersant	130,000
Saudi Arabia	Arab News	51,000
Senegal	Le Soleil	25,000
Singapore	The Straits Times	365,000
Singapore	Business Times	31,000
South Africa	Isolezwe (Zulu)	72,000
South Africa	Sunday Times (English)	263,000
South Africa	Mercury	26,000
South Korea	Chosun Ilbo	1,800,000
Spain	El Pais	350,000
Spain	Expansion	24,000

Country	Newspaper	Circulation¹
Sudan	Almshaheer	10,000
Thailand	Post Today	320,000
Thailand	Thai Rhat	1,000,000
Trinidad and Tobago	The Trinidad and Tobago Express	80,000
Tunisia	Al Chourouk	110,000
Turkey	Hürriyet	296,000
United Arab Emirates	Gulf News	91,000
United Kingdom	Daily Mail	1,500,000
United Kingdom	The Times	450,000
Unites States	Automotive News	58,000
United States	New York Times National Edition	598,000
United States	Wall Street Journal National Edition	1,180,000
United States	USA Today National Edition	867,000
United States: California	Los Angeles Times	654,000
United States: California	San Jose Mercury News	528,000
United States: Florida	Miami Herald	118,000
United States: Florida	Tampa Bay Times	167,000
United States: Texas	Dallas Morning News	259,000
United States: Texas	Houston Chronicle	236,000
U.S. Virgin Islands	Virgin Islands Daily News	17,000
Vietnam	Tuoi Tre	500,000

Tab C

This is **Exhibit "C"** referred to in the
affidavit of **KEITH A. TEEL**
sworn before me this
5th day of October, 2017



A Commissioner for taking affidavits

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

	X		
	:		
In re	:		Chapter 11
	:		
TK HOLDINGS INC., et al.,	:		Case No. 17-11375 (BLS)
	:		
Debtors.¹	:		Jointly Administered
	:		
	X		

**DECLARATION OF THOMAS VASQUEZ IN SUPPORT OF DEBTORS’
MOTION FOR AUTHORITY TO (I) ESTABLISH DEADLINES FOR
FILING PROOFS OF CLAIM, (II) ESTABLISH THE FORM AND
MANNER OF NOTICE THEREOF, AND (III) APPROVE PROCEDURES
FOR PROVIDING NOTICE OF BAR DATE AND OTHER IMPORTANT
DEADLINES AND INFORMATION TO POTENTIAL PSAN INFLATOR CLAIMANTS**

I, Thomas Vasquez, make this declaration under 28 U.S.C. § 1746:

1. I am a senior managing director at Ankura Consulting Group, LLC (“*Ankura*”), an internationally recognized leader in economic and management consulting services that provides mass tort settlement administration, statistical, econometric and financial analysis, claim processing consulting, and expert testimony to a wide variety of clients. I have held this position since 2016. I have over thirty-five (35) years of experience in economic consulting for private sector clients as well as the United States and foreign governments. Prior to joining Ankura, I served as a vice president at Analysis, Research & Planning Corporation from 1998 through 2015, and as Chief Executive Officer of Yankelovich Partners from 1997 to 1998. Prior to that, I served as the Partner in charge of KPMG’s Corporate Transactions

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, as applicable, are: Takata Americas (9766); TK Finance, LLC (2753); TK China, LLC (1312); TK Holdings Inc. (3416); Takata Protection Systems Inc. (3881); Interiors in Flight Inc. (4046); TK Mexico Inc. (8331); TK Mexico LLC (9029); TK Holdings de Mexico, S. de R.L. de C.V. (N/A); Industrias Irvin de Mexico, S.A. de C.V. (N/A); Takata de Mexico, S.A. de C.V. (N/A); and Strosshe-Mex, S. de R.L. de C.V. (N/A). Except as otherwise set forth herein, the Debtors’ international affiliates and subsidiaries are not debtors in these chapter 11 cases. The location of the Debtors’ corporate headquarters is 2500 Takata Drive, Auburn Hills, Michigan 48326.

practice, which includes the bankruptcy practice, the valuation practice, the investment banking and litigation support practice, and the expert testimony practice. I was also the founder and President of the Policy Economics Group, a firm that was subsequently sold to KPMG. In that role, I was responsible for all database development and tax simulation modeling for federal and state government clients in the United States as well as many foreign governments. Early in my career, I also served as the Deputy Director of the Office of Tax Analysis at the U.S. Department of Treasury, where I designed and built economic models used to analyze U.S. Government policies.

2. In recent years, I have designed the algorithms used to assess damages relating to the BP Gulf Oil Spill, NFL Concussion Settlement, and GM Ignition Switch Failure. Over the course of my career, I have provided expert testimony and analytical support for a broad spectrum of issues and industries. I have consulted on numerous complex litigations including cases for National Gypsum, Fireboard Corporation, Reynolds Tobacco, CSX Inc., Owens Corning, Tyson Foods, Halliburton, AstraZeneca, Foster Wheeler, and Oracle. I have provided depositions and/or expert testimony in connection with over twenty (20) legal proceedings. A copy of my *Curriculum Vitae* is attached hereto as **Exhibit A**.

3. I submit this declaration (the “**Declaration**”) in support of the *Motion of Debtors Pursuant to 11 U.S.C. §§ 502 (b)(9) and 105(a), Fed. R. Bankr. P. 2002, 3003(c)(3), 5005, and 9007, and Local Rules 2002-1(e), 3001-1, and 3003-1 for Authority to (I) Establish Deadlines for Filing Proofs of Claim, (II) Establish the Form and Manner of Notice Thereof, and (III) Approve Procedures for Providing Notice of Bar Date and Other Important Deadlines and Information to Potential PSAN Inflater Claimants* filed with the Court by TK Holdings Inc.

(“**TKH**”) and certain of its North American affiliates and subsidiaries (collectively, the “**Debtors**”) on July 7, 2017 [Docket No. 171] (the “**Bar Date Motion**”).²

4. Except as otherwise indicated herein, the facts set forth in this Declaration are based upon my personal knowledge, my review of relevant documents, and information provided to me by the Debtors and their other professionals, including professionals at Weil, Gotshal & Manges LLP (“**Weil**”) and PricewaterhouseCoopers LLP (“**PWC**”), as well as conversations with IHS Markit and its subsidiary R.L. Polk and Co. (collectively, “**IHS**”). If called upon to testify, I would testify competently to the facts set forth in this Declaration. I am authorized to submit this Declaration on behalf of the Debtors.

Ankura’s Engagement by the Debtors

5. On behalf of the Debtors, Weil retained Ankura in January 2017 to perform a variety of tasks relating to the Debtors’ restructuring. Among these tasks, Ankura is assisting the Debtors and their professionals at Weil and PwC, and coordinating with other third parties, including IHS, to obtain and analyze the data necessary to execute the PPIC Noticing Procedures described in the Bar Date Motion.

6. As set forth in the Bar Date Motion, the PPIC Noticing Procedures have been formulated by the Debtors to provide notice of certain critical papers, deadlines, and events in the Chapter 11 Cases to a substantial and clearly defined subset of individuals who own, or may have owned, vehicles equipped with airbag inflators containing phase-stabilized ammonium nitrate (the “**PSAN Inflators**”), or their component parts, manufactured by the Debtors or their affiliates prior to the Petition Date (each such individual a “**Potential PSAN Inflator Claimant**” or a “**PPIC**” and, collectively, the “**PPICs**”). It is my understanding that, pursuant to the Bar

² Capitalized terms used but not otherwise herein defined shall have the meanings ascribed to such terms in the Bar Date Motion.

Date Motion, the Debtors are seeking, among other things, authority to provide the PPIC Notice Parties (as herein defined)³ notice of the commencement of the Chapter 11 Cases, pursuant to a combined notice (the “*PPIC Combined Notice*”) notifying such parties of, among other things, (i) the commencement of the Chapter 11 Cases, (ii) the deadline for PPICs to file proofs of claim in the Chapter 11 Cases (the “*PPIC Bar Date*”), (iii) the proposed dates for the hearings before the Court on approval of the Disclosure Statement and confirmation of the Chapter 11 Plan, and deadlines and procedures for filing objections related thereto, and (iv) other relevant information regarding the Chapter 11 Cases, including information on any potential releases that the Debtors may seek in connection with confirmation of any Chapter 11 Plan.

Obtaining Name and Address Data for PPICs Within the United States

7. As the Debtors do not contract with, or sell directly to, the individuals that own and operate vehicles in which the Debtors’ PSAN Inflators and other component parts are incorporated and sold, it is my understanding that the identity and contact information of such individuals cannot be ascertained from the Debtors’ books and records. Despite the fact that the names and addresses of PPICs are unknown to the Debtors, the Debtors plan to undertake the PPIC Notice Procedures (including the Supplemental Notice Plan), which it is my understanding are designed to provide actual notice to as many PPICs as reasonably practicable under the circumstances of the PPIC Bar Date and other key deadlines and information relevant to the Chapter 11 Cases. To provide actual notice to the PPIC Notice Parties, however, the Debtors are currently implementing the lengthy and complicated process described herein to identify and purchase such information, at considerable expense, from a third-party provider, IHS.

³ As set forth below, the PPIC Notice Parties include all individuals who are currently or, during the period January 1, 2013 to the present, were registered owners or lessors of vehicles in the United States containing PSAN Inflators manufactured with the propellant formulation codenamed “2004.”

8. As described below, obtaining name and address data for the PPIC Notice Parties is primarily a two-step process. First, the Debtors are required to identify the make, model, and year of manufacture (the “*Vehicle Platform*”) for all vehicles in the United States that contained PSAN Inflators manufactured by the Debtors with the propellant formulation codenamed “2004” since January 1, 2013 (the “*PPIC Notice Vehicles*” and the registered owners and lessors of such PPIC Notice Vehicles, the “*PPIC Notice Parties*”).⁴ Second, the Debtors must then provide the applicable Vehicle Platforms to IHS, which then collects from the various state and local motor vehicle agencies the name and address data for the PPIC Notice Parties, and then makes this data available to the Debtors for purchase.

Identifying Applicable Vehicle Platforms

9. With respect to the first step, in the United States, Ankura is able to identify the relevant Vehicle Platforms through information published by NHTSA in connection with its recalls. NHTSA has recalled, or scheduled for recall, all PSAN Inflators manufactured by the Debtors with the propellant formulation codenamed “2004” which (i) do not contain a desiccant, or (ii) utilize calcium sulfate as the desiccant. In connection with these recalls, NHTSA has published the Vehicle Platforms and, where applicable, vehicle identification numbers for all Takata vehicles that have been, or are scheduled to be, recalled. Accordingly, in connection with the NHTSA recalls, the Debtors have been able to identify all but approximately 250,000 of the vehicles to be noticed by the Debtors. These approximately 250,000 remaining

⁴ As the PPIC Notice Parties include prior owners and lessors of PPIC Notice Vehicles going back a period of four years, more than one owner or lessor of a PPIC Notice Vehicle will likely be served with the PPIC Combined Notice. Accordingly, although there are approximately 50 million PPIC Notice Vehicles in the United States, the Debtors, with Ankura and IHS’s assistance, estimate there to be approximately 83 million PPIC Notice Parties (which includes prior owners and lessors over the past four years).

PPIC Notice Vehicles are not currently subject to NHTSA recall (the “*Non-Recalled PPIC Notice Vehicles*”).

10. Ankura has worked with the Debtors and their professionals to determine the appropriate Vehicle Platforms for the Non-Recalled PPIC Notice Vehicles. It is my understanding that in the United States, the Debtors can often, but not always, identify the exact Vehicle Platforms into which their airbag modules are installed. Both in the United States and internationally, identifying precise Vehicle Platforms becomes impractical in two circumstances. First, when an OEM requests a more generic airbag module for use across several Vehicle Platforms, and the Debtors are not able to identify each of these Vehicle Platforms. Second, when, within a particular Vehicle Platform, an OEM installs airbag modules supplied by the Debtors as well as other suppliers. The use of other third-party suppliers within a Vehicle Platform that is also supplied by the Debtors can make it impossible for the Debtors to identify the exact vehicles within a Vehicle Platform that utilize their PSAN Inflators.

11. With respect to the Non-Recalled PPIC Notice Vehicles, it is my understanding that very few of these vehicles use generic or third-party airbag modules, and, therefore, Ankura is confident that it can accurately identify the Vehicle Platforms for all Non-Recalled PPIC Notice Vehicles. This information, together with the Vehicle Platform data published by NHTSA, should allow Ankura and the Debtors to accurately identify Vehicle Platforms for all PPIC Notice Vehicles located in the United States.

*Contracting with IHS to Purchase Name and Address
Information for PPIC Notice Parties*

12. After Ankura is able to identify and collect all of the applicable Vehicle Platform data and organize it into a workable or compatible format, Ankura is able to proceed with the second step in this process by sending the applicable Vehicle Platform data to IHS. IHS

uses these Vehicle Platforms to locate name and address data for the approximately 83 million PPIC Notice Parties located within the United States. It is my understanding that the Debtors have arranged to purchase from IHS name and address information for such PPIC Notice Parties for the price of approximately \$4.5 million.

13. Prior to selecting IHS as the provider of name and address data within the United States, Ankura performed an extensive search for vendors that would be able to provide the Debtors with this data and information. Ankura contacted multiple third-party data providers before selecting IHS to provide the Debtors with the necessary data to serve the PPIC Combined Notice on the PPIC Notice Parties. Ankura recommend IHS to the Debtors because (i) IHS is recognized as a leader in the marketplace, (ii) IHS retrieves data directly from the Departments of Motor Vehicles located across the United States, and (iii) IHS is relied upon by OEMs in connection with recall noticing (and I understand used by OEMs in the Takata recall program). Finally, Ankura tested the accuracy of IHS's data by comparing it to NHTSA's recall lists, and the two data sets matched up almost perfectly.

14. It is my understanding based on conversations with IHS that several states require IHS to submit an application, including a court order, before releasing motor-vehicle-registration records to IHS. I further understand that IHS has commenced this application process with the applicable state governmental agencies and expects that, within the next several weeks, these states will release this data to IHS, thereby authorizing its use for service of the PPIC Combined Notice.

Obtaining Name and Address Data for PPICs Located Internationally

15. Ankura estimates that, outside of the United States, there are approximately 105 million PPICs located across over 150 countries. Outside of the United

States, the Debtors are not reasonably able to obtain name and address information for PPICs and, therefore, would have no way of providing actual notice to such parties during the Chapter 11 Cases. First, it is my understanding that Vehicle Platforms vary by country, and, therefore, the NHTSA recalls cannot be relied upon to identify the Vehicle Platforms that would correlate to vehicles located outside of the United States that contain PSAN Inflators manufactured by the Debtors or their affiliates. In other words, the fact that a vehicle of a particular make, model, and year in the United States contains a 2004-based PSAN Inflator does not necessarily mean that the same vehicle, sold outside of the U.S. market, also contains a 2004-based PSAN Inflator.

16. Second, outside of the United States, Takata has reduced visibility into the exact Vehicle Platforms within which its PSAN Inflators have been installed. As previously described, the OEMs' use of generic airbag modules and third-party suppliers limits Takata's ability to identify the exact vehicles into which their PSAN inflators are installed. In addition to Takata's internal Vehicle Platform data being less complete outside of the United States, it is my understanding that, internationally, OEMs are more likely to use generic airbag modules across multiple Vehicle Platforms as well as utilize both Takata and third-party airbag modules within a given Vehicle Platform. Consequently, I understand that, outside of the United States, the Debtors and their international affiliates are not able to identify with certainty the majority of the Vehicle Platforms into which their PSAN Inflators are installed.

17. Third, even if the Debtors were able to obtain a complete list of the Vehicle Platforms into which their PSAN Inflators are installed internationally, it is my understanding that there is no viable source for name and address data of registered vehicle owners located outside of the United States. Representatives of IHS have informed Ankura that they do not have access to name and address information for vehicle owners outside of the

United States.⁵ Moreover, none of the other third-party vendors that Ankura researched and contacted was able to provide name and address data for vehicle owners outside the United States.

⁵ Representatives from IHS have informed me that IHS does have name and address data for a few thousand individuals located in Canada and certain United States Territories who originally registered their vehicles in the United States, but have since updated their addresses. I understand that the Debtors intend to mail the PPIC Combined Notice to these individuals.

18. At the request of the Debtors, Ankura also looked into obtaining vehicle registration data directly from foreign governmental agencies. It is my understanding that obtaining name and address data for registered vehicle owners located outside of the United States would come at significant expense and involve a lengthy and uncertain approval process and would likely require obtaining court orders within each of the various local jurisdictions. Even if each of these foreign governmental agencies had accurate vehicle ownership data, and such governmental agencies were willing to provide it to the Debtors, the time and expense of undertaking this process, in addition to the time and expense of mailing over 105 million PPIC Combined Notices internationally, makes this option impractical and unworkable. In sum, despite its best efforts, Ankura was not able to identify a feasible way to procure name and address data for PPICs located outside of the United States.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Executed this 8th day of September, 2017

/s/ Thomas Vasquez
Thomas Vasquez

Exhibit A

Thomas Vasquez Curriculum Vitae

CV of Thomas Vasquez Ph. D.

Mr. Vasquez is a Senior Managing Director at Ankura Consulting Group (Ankura) in the New York office. Dr. Vasquez has over 35 years of experience in management consulting for private sector clients, the development of economic models for US and foreign governments to analyze and develop tax, expenditure and regulatory policy and providing expert testimony over a wide range of issues.

Dr. Vasquez has provided management consulting services for private sector companies in a wide array of industry sectors. The services include identifying methods to: (1) increase the stock price or value of the company; (2) leverage the firm's brand asset; (3) assist underperforming companies and (4) provide general valuation services.

Dr. Vasquez has assisted US and foreign governments in the development of tax, expenditure and regulatory policy. The services include the development of large scale micro-economic models to allow policymakers to determine individual and company behavioral reactions to tax and regulatory policy.

Dr. Vasquez has provided expert testimony, depositions and analytical litigation support on a broad spectrum of issues involving statistical techniques, computer simulation, economic behavior and economic models, including, among others:

- Using statistical models to forecast a company's future liability from lawsuits related to its former production of asbestos including the following representative assignments – National Gypsum Corporation, the Fibreboard Corporation, Owens Corning, Congoleum, Western MacArthur, Burns and Roe, Inc. and Specialty Products Holding Corp.,
- Using statistical models to forecast a company's future liability from lawsuits related to its former sales of products.
- Using statistical models to determine the settlement value of bodily injury and financial loss claims resulting from exposure to a wide range of hazardous or defective materials or activities.
- The statistical analysis of the determinants of supply and demand in certain industry segments for use in business valuations before the Bankruptcy Court.
- The impact of regulation and tax policy on prices, sales and production.
- Analyzing the allocation of liability from a state's superfund tax.
- The statistical analysis of reasonable officer compensation levels in closely held companies.

Over the past 25 years, Dr. Vasquez has focused on evaluating the economic and non-economic loss from bodily injury claims. In recent years, Dr. Vasquez has designed the algorithm for determining the damage from the BP Gulf Oil Spill, the NFL Concussion Settlement, the GM Ignition Failure settlement fund and virtually all of the major asbestos settlement trusts.

Prior to joining Ankura, Dr. Vasquez was a vice president at Analysis, Research & Planning Corporation (ARPC) from 1998 through 2015. From 1997 to 1998, Dr. Vasquez was the president and CEO of Yankelovich Partners, Inc., a leading market research firm. While at Yankelovich Partners, Dr. Vasquez had responsibility for engagements designed to determine the

best approach to maximize the value of the client's firm. These engagements involved understanding the source of the value components of the firm – value of the firm's brand, product/service lines responsible for increasing (decreasing) stock price, the role of joint products and other key components of the firm's value.

From 1993 to 1997, Dr. Vasquez was the National Partner in Charge of Corporate Transactions Services for KPMG Peat Marwick. In this role he practiced in and led four of KPMG's national practices. One practice area was in the area of litigation support. This area involved almost exclusively the use of highly trained professionals in providing expert testimony in a wide range of litigation issues. The second practice area involved providing consulting services in the bankruptcy and troubled company area. This area involved analyzing the condition and prospects of a company in financial distress, generally involving recommendations for expense control, revenue growth, elimination/sale of product and distribution lines and the elimination/selling of production sites. The third area is investment banking. This area focused on three major components: (1) buying and/or selling of companies for middle market clients; (2) advice to non-public clients preparing an Initial Public Offering, and (3) advise to clients on methods to increase share price and/or cash flow in anticipation of sale. The fourth area was business valuation. This area focused on the valuation of businesses in a wide range of settings including bankruptcy, fairness opinions, mergers and acquisitions, estate planning and other venues requiring valuation services.

Dr. Vasquez served on the Firm's Board of Directors from 1993 to 1997 and served as the Chairman of the Board's Strategic Planning Committee.

Prior to selling his firm to KPMG, Dr. Vasquez was the founder and President of the Policy Economics Group. Dr. Vasquez was responsible for all data base development and tax simulation modeling for federal and state government clients in the United States as well as foreign governments including among others Egypt, Pakistan, Hungary, the former Soviet Union, Trinidad-Tobago, Virgin Islands, Guam, El Salvador and Guatemala. Dr. Vasquez also developed similar models using specialized industry data bases to determine tax impacts and behavioral responses for commercial firms, industry associations and law firms. These models were also used to formulate the client's strategic direction, market initiatives and value maximization strategies.

Prior to establishing the Policy Economics Group, Dr. Vasquez was the Deputy Director for the U.S. Department of the Treasury Office of Tax Analysis. While there, he guided U.S. tax policy analysis and designed large micro-simulation models and data bases for the U.S. Treasury Department and the Joint Tax Committee of the U.S. Congress. He appeared before Congress to provide testimony on such issues as capital gains taxation. He also designed numerous specialized models and data bases for analyzing policy issues at the company, industry, and individual levels.

Professional Experience:

President and CEO, Yankelovich Partners Inc., 1997 to 1999
 National Partner in Charge, Corporate Transactions Services, KPMG Peat Marwick, 1993 to 1997.
 Managing Partner, Policy Economics Group, KPMG Peat Marwick, 1987 to 1993.
 Founder and President, Policy Economics Group, 1983 to 1987.
 Deputy Director, Office of Tax Analysis, U.S. Department of the Treasury, 1979 to 1983.
 Assistant Director, 1978 to 1979; Fiscal Economist, 1972 to 1976.
 Chief Economist, New York State Economic Development Board, 1977 to 1978.
 Staff Economist, Congressional Joint Committee on Taxation, 1976.
 Staff Economist, American Enterprise Institute for Public Policy Research, 1972.

Education:

Ph.D., Economics, Clark University, 1973.
 M.A., Economics, Clark University, 1972.
 B.S., Mathematics, State University of New York - Potsdam, 1970.

Legal Experience and Testimony:

National Gypsum Company Bankruptcy Proceedings, 1991
 Deposition
 Testimony
 Gerald Ahern, et. al. vs. Fiberboard Corporation, et. al., 1994
 Deposition
 Testimony
 Ezell Thomas, et. al. vs. R.J. Reynolds Tobacco Company, et. al., 1999
 Deposition
 Fiberboard Corporation and Owens Corning vs. R.J.Reynolds Tobacco Company, et. al., 1999
 Deposition
 Western Mac Arthur Company and Mac Arthur Company vs. General Accident Insurance Co. of America; United States Fidelity & Guaranty Co.; Argonaut Insurance Company, 1999
 Affidavit
 CSX Transportation, Inc. and American Home Ins. Co., 2000
 Deposition
 ADR Proceeding Celotex vs. Travelers Casualty and Surety Co. and London Market Insurers, 2000
 Deposition, 2004
 Testimony, 2004
 Owens Corning Bankruptcy Proceedings, 2001
 Deposition, 2004
 Trial Testimony, 2005
 Michael Albanese vs. Compaq Computer Corporation, 2002
 Affidavit
 ADR Proceeding ACandS, Inc. vs. Travelers Casualty and Surety Co., 2003

ASARCO vs
Deposition, 2003
Western Mac Arthur Company and Mac Arthur Company Bankruptcy Proceedings, 2003
Oglebay Norton Bankruptcy Proceedings, 2004
Deposition, 2004
Trial Testimony, 2004
Halliburton Bankruptcy Proceedings, 2004
Congoleum vs Ace Ins. Et al, 2005
Deposition, 2005
Trial Testimony, 2006
Gene B. Griego, et al., Plaintiffs, vs. Bechtel National, Inc. et al., Defendants
Deposition, 2005
Sandra Sue Fullen, et al, Plaintiffs v. Philips Electronics North America Corporation, a Delaware corporation, et al., Defendants
Deposition, 2005
St. Paul Fire and Marine Insurance Company, Plaintiff, vs. A.P.I., Inc., Defendant and Counter-Claimant
Deposition, 2005
Dana Corporation Bankruptcy Proceedings, Case No. 06-10354(BLR), 2007
Deposition, 2007
Trial Testimony, 2007
API, INC. Asbestos Settlement Trust v. Atlantic Mutual Insurance Company; Civil No. 09-0665 (JRT/JJG); United States District Court, D. Minnesota; July 9, 2010.
Deposition, 2010
Applebee's International, Inc., DineEquity, Inc. and Weight Watchers International, Inc. Sheree Shepard and Anthony Watts, On Behalf of Themselves and All Others Similarly Situated vs. DineEquity, Inc. et al.; United States District Court; District of Kansas; No. 08-cv-2416.
Deposition, 2010
API, Inc. Asbestos Settlement trust, et al. v. Zurich American Insurance Company, et al. Court File No. 09-CV-975 (JRT/JJG)
Deposition, March 29, 2011
Tronox Incorporated, Tronox Worldwide, LLC f/k/a; Kerr-McGee Chemical Worldwide LLC, and Tronox, LLC, f/k/a Kerr-McGee Chemical LLC vs. Anadarko Petroleum Corporation and Kerr-McGee Corporation
Deposition 2012
Specialty Products Holding Corp., et al Bankruptcy proceedings, Case No. 10-11780(JFK), 2012
Deposition, 2012
Trial Testimony, 2013
Fundamental Long Term Care, Inc., Debtor; The Estate of Juanita Amelia Jackson, et al, v. General Electric Capital Corporation, et al; Case No.: 8:11-bk-22258-MGW Chapter 7; United States Bankruptcy Court, Middle District of Florida, Tampa Division.
Deposition, 2014
Trial Testimony, 2014
David M. Elsea, et al, vs U.S. Engineering Company and Jackson County, Missouri; Case No. 1016-CV159-76; Circuit Court of Jackson County, Missouri at Kansas City.
Deposition, 2016

Tab D

This is **Exhibit "D"** referred to in the
affidavit of **KEITH A. TEEL**
sworn before me this
5th day of October, 2017



A Commissioner for taking affidavits

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

	-----X		
	:		
In re	:		Chapter 11
	:		
TK HOLDINGS INC., et al.,	:		Case No. 17-11375 (BLS)
	:		
Debtors.¹	:		Jointly Administered
	:		
	-----X		Re: Docket No. 171

ORDER PURSUANT 11 U.S.C. §§ 105(a) AND 502(b)(9), FED. R. BANKR. P. 2002, 3003(c)(3), 5005, AND 9007, AND LOCAL RULES 2002-1(e), 3001-1 AND 3003-1 FOR AUTHORITY TO (I) ESTABLISH DEADLINES FOR FILING PROOFS OF CLAIM, (II) ESTABLISH THE FORM AND MANNER OF NOTICE THEREOF, AND (III) APPROVE PROCEDURES FOR PROVIDING NOTICE OF BAR DATE AND OTHER IMPORTANT DEADLINES AND INFORMATION TO POTENTIAL PSAN INFLATOR CLAIMANTS

Upon the motion, dated July 7, 2017 (the “*Motion*”),² of TK Holdings Inc. and its affiliated debtors, as debtors and debtors in possession (collectively, the “*Debtors*”), pursuant to sections 502(b)(9) and 105(a) of title 11 of the United States Code (the “*Bankruptcy Code*”), Rules 2002 and 3003(c)(3), 5005, and 9007 of the Federal Rules of Bankruptcy Procedure (the “*Bankruptcy Rules*”), and Rules 2002-1(e), 3001-1, and 3003-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “*Local Rules*”), for authority to (i) establish deadlines for filing proofs of claim, (ii) establish the form and manner of notice thereof, and (iii) approve the Debtors’ plan for

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, as applicable, are: Takata Americas (9766); TK Finance, LLC (2753); TK China, LLC (1312); TK Holdings Inc. (3416); Takata Protection Systems Inc. (3881); Interiors in Flight Inc. (4046); TK Mexico Inc. (8331); TK Mexico LLC (9029); TK Holdings de Mexico S. de R.L. de C.V. (N/A); Industrias Irvin de Mexico, S.A. de C.V. (N/A); Takata de Mexico, S.A. de C.V. (N/A); and Strosshe-Mex, S. de R.L. de C.V. (N/A). Except as otherwise set forth herein, the Debtors’ international affiliates and subsidiaries are not debtors in these chapter 11 cases. The location of the Debtors’ corporate headquarters is 2500 Takata Drive, Auburn Hills, Michigan 48326.

² Capitalized terms used but not otherwise herein defined shall have the meanings ascribed to such terms in the Motion or the Reply (as defined below), as applicable.

providing notice of the Bar Dates and other important deadlines and information to PPICs and other unknown creditors and parties in interest, including publication and other supplemental noticing procedures, all as more fully set forth in the Motion; and upon consideration of the Caudill Declaration; and upon consideration of the *Debtors' Omnibus Reply in Support of Bar Date Motion* (Docket No. 717) (the "**Reply**"); and upon consideration of the *Declaration of Jim Messina in Support of Supplemental Notice Plan to Provide Notice of Bar Dates and Other Important Deadlines and Information to Potential PSAN Inflator Claimants and Other Unknown Claimants* (Docket No. 720), the *Declaration of Thomas Vasquez in Support of Debtors' Motion for Authority to (I) Establish Deadlines for Filing Proofs of Claim, (II) Establish the Form and Manner of Notice Thereof, and (III) Approve Procedures for Providing Notice of Bar Date and Other Important Deadlines and Information to Potential PSAN Inflator Claimants* (Docket No. 721), and the *Declaration of Shai Y. Waisman in Support of Debtors' Motion for Authority to (I) Establish Deadlines for Filing Proofs of Claim, (II) Establish the Form and Manner of Notice Thereof, and (III) Approve Procedures for Providing Notice of Bar Date and Other Important Deadlines and Information to Potential PSAN Inflator Claimants* (Docket No. 719); and this Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334, and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012; and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to the parties listed therein, and it appearing that no other or further notice need be provided; and this Court having reviewed the Motion; and this Court having held a hearing on the Motion; and this Court having determined that the legal

and factual bases set forth in the Motion establish just cause for the relief granted herein, and is in the best interests of the Debtors, their estates, creditors, and all parties in interest; and upon all of the proceedings had before this Court and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is granted as provided herein.

Procedures for Filing General Proofs of Claim

2. The following procedures for filing General Proofs of Claim against the Debtors are approved:

- (a) Unless otherwise provided herein, the General Bar Date shall be **November 27, 2017 at 5:00 p.m. (Prevailing Eastern Time)**.
- (b) Unless otherwise provided herein, the Governmental Bar Date shall be **December 22, 2017 at 5:00 p.m. (Prevailing Eastern Time)**.
- (c) General Proofs of Claim must: (i) be written in the English language; (ii) be denominated in lawful currency of the United States as of the Petition Date (using the exchange rate, if applicable, as of the Petition Date); (iii) conform substantially to the General Proof of Claim Form annexed hereto as **Exhibit B-1** or Official Bankruptcy Form No. 410; (iv) specify by name and case number the Debtor against which the General Proof of Claim is filed; (v) set forth with specificity the legal and factual basis for the alleged claim; (vi) include supporting documentation for the claim or an explanation as to why such documentation is not available; and (vii) be signed by the claimant or, if the claimant is not an individual, by an authorized agent of the claimant.
- (d) If a claimant asserts a claim against more than one Debtor or has claims against different Debtors, the claimant must file a separate General Proof of Claim against each Debtor.
- (e) General Proofs of Claim must be filed either (i) through the Electronic Filing System or (ii) by delivering the original General Proof of Claim form by hand, or mailing the original General Proof

of Claim form on or before the General Bar Date or Governmental Bar Date, as applicable, as follows:

If by first class mail:

TK Holdings Inc.
Claims Processing Center
c/o Prime Clerk, LLC
Grand Central Station
PO Box 4850
New York, NY 10163-4850

If by overnight courier or hand delivery:

TK Holdings Inc.
Claims Processing Center
c/o Prime Clerk, LLC
850 Third Avenue, Suite 412
Brooklyn, NY 11232

- (f) A General Proof of Claim shall be deemed timely filed only if it is **actually received** by Prime Clerk (i) at the address listed above in subparagraph (e) or (ii) electronically through the Electronic Filing System on or before the General Bar Date or Governmental Bar Date, as applicable.
- (g) General Proofs of Claim sent by facsimile, telecopy, or electronic mail transmission (other than General Proofs of Claim filed electronically through the Electronic Filing System) **will not** be accepted.
- (h) Any person or entity (including, without limitation, individuals, partnerships, corporations, joint ventures, trusts, and Governmental Units) that asserts a claim that arises from the rejection of an executory contract or unexpired lease must file a General Proof of Claim based on such rejection by the later of (i) the General Bar Date or Governmental Bar Date, as applicable, and (ii) the date that is thirty (30) days following the entry of the Court order approving such rejection, (which order may be the order confirming a chapter 11 plan in the Debtors' Chapter 11 Cases) or be forever barred from doing so.
- (i) Notwithstanding the foregoing, a party to an executory contract or unexpired lease that asserts a claim on account of unpaid amounts accrued and outstanding as of the Petition Date pursuant to such executory contract or unexpired lease (other than a rejection damages claim) must file a General Proof of Claim for such

amounts on or before the General Bar Date or Governmental Bar Date, as applicable, unless an exception identified in paragraph (m) below applies.

- (j) In the event that the Debtors amend or supplement their Schedules subsequent to the date of entry of this Order, the Debtors shall give notice of any amendment or supplement to the holders of claims affected thereby, and such holders shall have until the later of (i) the applicable Bar Date and (ii) thirty (30) days from the date of such notice to file a General Proof of Claim or be subject to the provisions of paragraph 7 below and shall be given notice of such deadline.
- (k) Any person or entity that relies on the Schedules has the responsibility to determine that its claim is accurately listed in the Schedules.
- (l) Notwithstanding anything herein to the contrary, the Debtors shall not object or seek to expunge a proof of claim alleging a personal injury or wrongful death tort claim on the basis that such proof of claim was not timely filed prior to the expiration of the General Bar Date provided that such proof of claim was timely filed prior to the expiration of the PPIC Bar Date.
- (m) The following persons or entities are **not** required to file a General Proof of Claim on or before the applicable Bar Date, solely with respect to the claims described below:
 - (1) any person or entity whose claim is listed on the Schedules; *provided* that (i) the claim is **not** listed on the Schedules as “disputed,” “contingent,” or “unliquidated,” (ii) the person or entity does not dispute the amount, nature, and priority of the claim as set forth in the Schedules, and (iii) the person or entity does not dispute that the claim is an obligation of the specific Debtor against which the claim is listed in the Schedules;
 - (2) any person or entity whose claim has been paid in full;
 - (3) any person or entity that holds an equity security interest in the Debtors, which interest is based exclusively upon the ownership of common or preferred stock, membership interests, partnership interests, or warrants, options, or rights to purchase, sell, or subscribe to such security or interest; *provided* that if any such holder asserts a claim (as opposed to an ownership interest) against the Debtors

(including a claim relating to an equity interest or the purchase or sale of such equity interest), a General Proof of Claim must be filed on or before the General Bar Date or Governmental Bar Date, as applicable, pursuant to the Procedures;

- (4) any holder of a claim allowable under section 503(b) and 507(a)(2) of the Bankruptcy Code as an administrative expense (**other than** a holder of a section 503(b)(9) claim);
- (5) any person or entity that holds a claim that heretofore has been allowed by Order of this Court entered on or before the applicable Bar Date;
- (6) any holder of a claim for which a separate deadline has been fixed by this Court;
- (7) any person or entity who has already filed a General Proof of Claim with Prime Clerk or the Court against any of the Debtors with respect to the claim being asserted, utilizing a claim form that substantially conforms to the General Proof of Claim Form or Official Form No. 410;
- (8) any Debtor in these above-captioned cases having a claim against another Debtor in these above-captioned cases; or
- (9) any Consenting OEMs for any Consenting OEM Claims, which claims are hereby carved out of this Order and the procedures for filing General Proofs of Claim set forth herein, and shall instead be (a) filed in a format that reasonably describes, among other things, each Consenting OEM's claims, costs and expenses arising from or associated with any PSAN Inflators that are the subject of a recall, including without limitation, any amounts paid on account of litigation judgments against or settlements entered into by such Consenting OEM and (b) treated in accordance with the claims protocol to be agreed by and among the Debtors and the Initial Consenting OEMs; *provided*, that, notwithstanding the foregoing, the Consenting OEMs shall file their proofs of claim for any Consenting OEM Claims on or before the General Bar Date; *provided further*, that, in the event the restructuring support agreement to be entered into by and among the Debtors and the Initial Consenting OEMs (the "**RSA**") is (x) not approved via an order entered by the Court acceptable to the Consenting OEMs, including without

limitation, approval of the claims protocol agreed upon by and among the Debtors and the Initial Consenting OEMs, the Consenting OEMs shall have until sixty (60) days after an order denying approval of the RSA, to amend or modify any claim filed on or before the General Bar Date or (y) terminated by a Consenting OEM or as to all Consenting OEMs, such terminating Consenting OEM or all Consenting OEMs, as applicable, shall have sixty (60) days after the date on which such Consenting OEM or all Consenting OEMs, as the case may be, provide notice of such termination to amend or modify any such previously filed proofs of claim.

Procedures for Filing PPIC Proofs of Claim

3. The following procedures for filing a PPIC Proof of Claim (*i.e.*, a proof of claim alleging any prepetition claim against the Debtors for injuries (including death), losses or asserted damages arising out of or relating to the manufacture or sale of an airbag containing a PSAN Inflator or their component parts manufactured by the Debtors or their affiliates prior to the Petition Date, provided such individual is not otherwise identified as a potential creditor on the Debtors' Schedules) are approved:

- (a) Unless otherwise provided herein, the PPIC Bar Date shall be **December 27, 2017 at 5:00 p.m. (Prevailing Eastern Time)**.
- (b) PPIC Proofs of Claim must: (i) be written in the English language; (ii) be denominated in lawful currency of the United States as of the Petition Date (using the exchange rate, if applicable, as of the Petition Date); (iii) conform substantially to the PPIC Proof of Claim Form annexed hereto as **Exhibit B-2**; (iv) include the make, model, year, and VIN Number of the PPIC's vehicle; (v) set forth with specificity the legal and factual basis for the alleged claim; (vi) include supporting documentation for the claim or an explanation as to why such documentation is not available; and (vii) be signed by the claimant or, if the claimant is not an individual, by an authorized agent of the claimant.
- (c) PPIC Proofs of Claim must be filed either (i) electronically through the Electronic Filing System or (ii) by delivering the original PPIC Proof of Claim form by hand, or mailing the original PPIC Proof

of Claim form on or before the PPIC Bar Date as follows:

If by first class mail:

TK Holdings Inc.
Claims Processing Center
c/o Prime Clerk, LLC
Grand Central Station
PO Box 4850
New York, NY 10163-4850

If by overnight courier or hand delivery:

TK Holdings Inc.
Claims Processing Center
c/o Prime Clerk, LLC
850 Third Avenue, Suite 412
Brooklyn, NY 11232

- (d) A PPIC Proof of Claim shall be deemed timely filed only if it is **actually received** by Prime Clerk (i) at the address listed above or (ii) electronically through the Electronic Filing System on or before the PPIC Bar Date.
- (e) PPIC Proofs of Claim sent by facsimile, telecopy, or electronic mail transmission (other than PPIC Proofs of Claim filed electronically through the Electronic Filing System) **will not** be accepted.
- (f) Any PPIC that relies on the Schedules has the responsibility to determine that its claim is accurately listed in the Schedules.
- (g) The following persons or entities are **not** required to file a PPIC Proof of Claim on or before the PPIC Bar Date, solely with respect to the claims described below:
- (1) any person or entity that is not a PPIC;
 - (2) any PPIC whose claim is listed on the Schedules; *provided* that (i) the claim is **not** listed on the Schedules as “disputed,” “contingent,” or “unliquidated,” (ii) the PPIC does not dispute the amount, nature, and priority of the claim as set forth in the Schedules, and (iii) the PPIC does not dispute that the claim is an obligation of the specific Debtor against which the claim is listed in the Schedules;

- (3) any PPIC whose claim for personal injury is listed on the Schedules; *provided*, that the Schedules shall be amended within five (5) business days of the date hereof to include all persons who have provided written notice to the Debtors as of the date hereof of a claim asserting personal injury; *provided further*, that such amendments shall be acceptable to the Tort Committee;
- (4) any PPIC whose claim has been paid in full;
- (5) any PPIC that holds a claim that heretofore has been allowed by Order of this Court entered on or before the applicable Bar Date;
- (6) any holder of a claim for which a separate deadline has been fixed by this Court;
- (7) any PPIC who has already filed a PPIC Proof of Claim with Prime Clerk or the Court against any of the Debtors with respect to the claim being asserted, utilizing a claim form that substantially conforms to the PPIC Proof of Claim Form or Official Form No. 410; *provided, however*, that a PPIC who also holds or asserts a claim other than a PPIC Claim must file a General Proof of Claim by the General Bar Date; or
- (8) The Future Claimants' Representative or any Future Claimant (each as defined in the *Order Appointing Roger Frankel as Legal Representative for Future Personal Injury Claimants Nunc Pro Tunc to July 20, 2017* (Docket No. 703), as modified, amended, or supplemented) for damages arising out of or relating to personal injury or wrongful death with respect to injuries sustained after the Petition Date arising from or related to PSAN Inflators or their component parts manufactured by the Debtors or their affiliates prior to confirmation of a chapter 11 plan of reorganization in these Chapter 11 Cases. In addition, notwithstanding any other provision of this Order, the claims of Future Claimants for such damages shall not be barred by this Order. However, neither the exemption set forth in this paragraph 3(g)(8), nor anything else in this Order, should be construed as a finding or conclusion that personal injury or wrongful death claims of the Future Claimants are not "claims" as defined in Bankruptcy Code section 101(5).

4. PPIC Proofs of Claim asserting damages for economic loss shall be deemed filed and asserted against each of the Debtors that was engaged in the business of designing, manufacturing, or selling products containing PSAN Inflators.

5. Notwithstanding anything herein to the contrary, the rights of all parties to object to any PPIC Proof of Claim or General Proof of Claim on any basis are hereby preserved.

6. For the avoidance of doubt, the foregoing procedures shall apply to all PPICs and, unless otherwise subject to one of the exceptions set forth above, each PPIC shall be required to file a PPIC Proof of Claim by the PPIC Bar Date including any PPIC that may otherwise be included in, or represented by, a purported class action, class suit, or similar representative action filed against the Debtors.

7. Any holder of a claim against the Debtors, including any PPIC, who is required to file a General Proof of Claim or PPIC Proof of Claim in accordance with this Bar Date Order, but fails to do so on or before the applicable Bar Date, shall not be permitted to vote to accept or reject any plan filed in the Chapter 11 Cases, or receive any distribution in the Chapter 11 Cases on account of such claim, or, for holders of unscheduled and unfiled claims, receive further notices regarding such claim.

8. The General Bar Date Notice, the PPIC Combined Notice, and the Publication Notice (as defined below), attached hereto as **Exhibits A-1, A-2, and A-3**, respectively, are hereby approved.

Procedures for Mailing of the General Bar Date Notice

9. The following Procedures are hereby approved with respect to the General Bar Date Notice:

- (a) The Debtors shall cause to be mailed (i) a General Proof of Claim Form and (ii) the General Bar Date Notice within five (5) business days of entry of this Order to the following parties
- (i) the Office of the U.S. Trustee;
 - (ii) all parties listed on the Consolidated Creditor Matrix (Docket No. 31);
 - (iii) all creditors and other known holders of claims against the Debtors as of the date of entry of this Order, including all entities listed in the Schedules as holding claims against the Debtors;
 - (iv) all persons or entities that have filed General Proofs of Claims as of the date of entry of this Order;
 - (v) all known equity interest holders of the Debtors as of the date of entry of this Order;
 - (vi) all counterparties to the Debtors' executory contracts and unexpired leases as of the date of entry of this Order;
 - (vii) all named parties to pending litigation against the Debtors as of the date of entry of this Order;
 - (viii) all current and former employees, directors, and officers (to the extent that contact information for former employees, directors, and officers is available in the Debtors' records);
 - (ix) all regulatory authorities that regulate the Debtors' businesses as of the date of entry of this Order;
 - (x) the Offices of the United States Attorney for the District of Delaware and the Eastern District of Michigan;
 - (xi) the office of the attorney general for each state in which the Debtors maintain or conduct business;
 - (xii) the District Director of the Internal Revenue Service for the District of Delaware;
 - (xiii) all other taxing authorities for the jurisdictions in which the Debtors maintain or conduct business;
 - (xiv) all parties who have requested notice pursuant to Bankruptcy Rule 2002 as of the date of entry of this Order; and

(xv) such additional persons and entities deemed appropriate by the Debtors.

(b) The Debtors shall also post the General Bar Date Notice on Prime Clerk's website at TKRestructuring.com.

Procedures for Mailing the PPIC Bar Date

10. The Debtors are hereby ordered to serve the PPIC Notice Parties with the PPIC Combined Notice on a 6 x 9 postcard, substantially in the form filed with the Court on July 19, 2017 (Docket No. 282), via standard mail, at least **fifty-three (53) days** prior to the PPIC Bar Date. Such notice shall be deemed good and sufficient notice to the PPIC Notice Parties of the PPIC Bar Date and all other dates, deadlines, and other matters described therein, and no further or additional notice shall be necessary or required. Without limiting the generality of the foregoing, the Court finds and concludes that the PPIC Combined Notice constitutes good and sufficient notice of (a) the hearings set to consider approval of the Disclosure Statement and confirmation of the Chapter 11 Plan, and all related objection deadlines and procedures; (b) the terms of the contemplated plan highlighted therein; and (c) the opportunity for the PPICs to "opt out" of certain of the third-party release provisions of the contemplated plan and the procedures for doing so.

Publication of the Notice of Commencement and the Supplemental Notice Plan

11. The Debtors shall publish notice of the Bar Dates, substantially in the form attached hereto as **Exhibit A-3** (the "**Publication Notice**"), with any necessary modifications for ease of publication, once in the national editions of each of *The Wall Street Journal*, *The New York Times*, and *USA Today*, as well as once in each of the *Los Angeles Times*, *The Mercury News*, *The Dallas Morning News*, *Houston Chronicle*, *Miami Herald*, *Tampa Bay Times*, and *Automotive News*.

12. The Debtors shall use commercially reasonable efforts to publish the Publication Notice, as soon as practicable (allowing reasonable time for translations and other administrative and logistical issues), with any necessary modifications for ease of publication, once in each of the international publications listed on Exhibit C hereto.

13. Publication of notice of the Bar Dates as set forth in this Order is reasonably calculated to provide notice to unknown creditors, including PPICs, of the Bar Dates, and is hereby approved and no other or further notice shall be required.

14. The PPIC Notice Procedures, including the Supplemental Notice Plan, are reasonably calculated to provide notice to unknown creditors, including PPICs, of the Chapter 11 Cases and Bar Dates and the other matters described therein, and are hereby approved and no other or further notice shall be required; *provided, however*, that the Debtors shall limit the Supplemental Notice Plan to (i) publication of the Publication Notice as provided in paragraphs 11 and 12 of this Order, (ii) the Informational Release, and (iii) the dedicated websites and the toll free number described in the Motion. The Court finds and concludes that identities and contact information of PPICs other than Traditional Notice Parties are not reasonably ascertainable and that such parties therefore are unknown creditors with respect to any claims they may have against the Debtors' estates, for whom notice by publication pursuant to Bankruptcy Rule 2002(l) is appropriate and sufficient.

15. The Court further finds and concludes that publication of the Publication Notice as provided in paragraphs 11 and 12 of this Order will itself constitute adequate notice of the Bar Dates and other matters described therein on all unknown creditors, without regard to the additional elements of the Supplemental Notice Plan.

16. Except as with respect to service of the PPIC Combined Notice, and notwithstanding any requirement under Bankruptcy Rule 2002 or otherwise, neither the Debtors, Prime Clerk, the clerk of the Court, nor any other person shall be required to serve or otherwise provide notice of any other pleadings, papers, deadlines, hearings, or other matters in the Chapter 11 Cases, whether by mail, hand delivery, overnight courier, or otherwise, on any PPIC, unless such PPIC is also a Traditional Notice Party as of the date of such service or notice. All updates and other notices sent to the PPIC Notice Parties shall be delivered electronically in accordance with the PPIC Electronic Opt-In Procedures, including those notices required pursuant to Bankruptcy Rule 2002.

Disclosure Statement and Chapter 11 Plan Objection Deadlines and Hearing Dates

17. The Disclosure Statement Hearing (at which time this Court will consider, among other things, the adequacy of the Disclosure Statement) will be held before the Honorable Brendan L. Shannon United States Bankruptcy Judge, in Courtroom #1 of the United States Bankruptcy Court for the District of Delaware, 824 Market Street, 6th Floor, Wilmington, Delaware 19801, on **January 3, 2018 at 10:00 a.m. (Prevailing Eastern Time)**. The Disclosure Statement Hearing may be continued from time to time by the Court without further notice other than adjournments announced in open court in the filing of a notice or a hearing agenda in these Chapter 11 Cases. The deadline to file responses or objections, if any, to the Disclosure Statement is **December 27, 2017 at 4:00 p.m. (Prevailing Eastern Time)**.

18. The Confirmation Hearing will be held before the Honorable Brendan L. Shannon United States Bankruptcy Judge, in Courtroom #1 of the United States Bankruptcy Court for the District of Delaware, 824 Market Street, 6th Floor, Wilmington, Delaware 19801, on **February 13, 2018 at 10:00 a.m. (Prevailing Eastern Time)**. The Confirmation Hearing

may be continued from time to time by the Court without further notice other than adjournments announced in open court in the filing of a notice or a hearing agenda in these Chapter 11 Cases. The deadline to file responses or objections, if any, to confirmation of the Chapter 11 Plan is **February 6, 2018 at 4:00 p.m. (Prevailing Eastern Time).**

19. Nothing contained in this Order or in the Motion is intended to be or shall be construed as (a) an admission as to the validity of any claim against the Debtors, (b) a waiver of the Debtors' or any appropriate party in interest's rights to dispute any claim, or (c) an approval or assumption of any agreement, contract, program, policy, or lease under section 365 of the Bankruptcy Code.

20. Notwithstanding entry of this Order, nothing herein shall create, nor is intended to create, any rights in favor of or enhance the status of any claim held by any party.

21. The Debtors and Prime Clerk are authorized to take all steps necessary or appropriate to carry out this Order.

22. Entry of this Order is without prejudice to the right of the Debtors to seek a further order of this Court fixing the date by which holders of claims **not** subject to the Bar Dates established herein must file such claims against the Debtors or be forever barred from so doing.

23. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

Dated: Oct 4, 2017
Wilmington, Delaware


THE HONORABLE BRENDAN L. SHANNON
UNITED STATES BANKRUPTCY JUDGE

Exhibit A-1

General Bar Date Notice

Para acceder a una versión de este aviso en español, por favor visite
<http://tkrestructuring.com>.

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

-----X
:
In re : **Chapter 11**
:
TK HOLDINGS INC., et al., : **Case Nos. 17-11372 (BLS)**
: **Through 17-11383 (BLS)**
Debtors.¹ : **Jointly Administered**
:
-----X

NOTICE OF DEADLINES REQUIRING FILING OF PROOFS OF CLAIM

TO ALL PERSONS AND ENTITIES WITH CLAIMS AGAINST THE DEBTORS SET FORTH BELOW:

Name of Debtor	Case Number	Tax Identification Number
Takata Americas	17-11372	XX-XXX9766
TK Finance, LLC	17-11373	XX-XXX2753
TK China, LLC	17-11374	XX-XXX1312
TK Holdings Inc.	17-11375	XX-XXX3416
Takata Protection Systems Inc.	17-11376	XX-XXX3881
Interiors in Flight Inc.	17-11377	XX-XXX4046
TK Mexico Inc.	17-11378	XX-XXX8331
TK Mexico LLC	17-11379	XX-XXX9029
TK Holdings de Mexico, S. de R.L. de C.V.	17-11380	N/A
Industrias Irvin de Mexico, S.A. de C.V.	17-11381	N/A
Takata de Mexico, S.A. de C.V.	17-11382	N/A
Strosshe-Mex, S. de R.L. de C.V.	17-11383	N/A

On October 3, 2017, the Bankruptcy Court entered an order [Docket No. ___] (the "**Bar Date Order**") establishing certain deadlines for the filing of proofs of claim in the above-listed

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, as applicable, are: Takata Americas (9766); TK Finance, LLC (2753); TK China, LLC (1312); TK Holdings Inc. (3416); Takata Protection Systems Inc. (3881); Interiors in Flight Inc. (4046); TK Mexico Inc. (8331); TK Mexico LLC (9029); TK Holdings de Mexico S. de R.L. de C.V. (N/A); Industrias Irvin de Mexico, S.A. de C.V. (N/A); Takata de Mexico, S.A. de C.V. (N/A); and Strosshe-Mex, S. de R.L. de C.V. (N/A). Except as otherwise set forth herein, the Debtors' international affiliates and subsidiaries are not debtors in these chapter 11 cases. The location of the Debtors' corporate headquarters is 2500 Takata Drive, Auburn Hills, Michigan 48326.

Debtors' chapter 11 cases (each a "***Proof of Claim***"), including a deadline for asserting claims against any of the Debtors for past or future monetary losses, personal injuries (including death), or asserted damages arising out of or relating to an airbag containing phase-stabilized ammonium nitrate propellant ("***PSAN Inflators***"), or their component parts, manufactured or sold by the Debtors or their affiliates prior to the Petition Date (each a "***PPIC Claim***"). Except as otherwise set forth herein, all persons, entities (including individuals, partnerships, corporations, joint ventures, and trusts), and governmental units who have a claim or potential claim, including any claims under section 503(b)(9) of title 11 of the United States Code (the "***Bankruptcy Code***"), against any of the Debtors that arose prior to the June 25, 2017 (the "***Petition Date***"), no matter how remote or contingent, **MUST FILE A PROOF OF CLAIM.**

The deadlines set forth in the Bar Date Order for filing Proofs of Claim are as follows (collectively, the "***Bar Dates***"):

(a) For all claims against any of the Debtors other than (i) PPIC Claims and (ii) claims of Governmental Units (as defined below), the last date and time to file a Proof of Claim is **November 27, 2017 at 5:00 p.m. (Prevailing Eastern Time)** (the "***General Bar Date***");

(b) For all PPIC Claims, the last date and time to file a Proof of Claim is **December 27, 2017 at 5:00 p.m. (Prevailing Eastern Time)** (the "***PPIC Bar Date***"); and

(c) For claims against any of the Debtors asserted by a governmental unit (as defined in section 101(27) of the Bankruptcy Code), the last date and time to file a Proof of Claim is **December 22, 2017 at 5:00 p.m. (Prevailing Eastern Time)** (the "***Governmental Bar Date***").

1. WHO MUST FILE A PROOF OF CLAIM

You **MUST** file a proof of claim to vote on a chapter 11 plan filed by the Debtors or to share in distributions from the Debtors' bankruptcy estates if you have a claim that arose prior to the Petition Date, and it is not one of the types of claims described in Section 4 below. Claims based on acts or omissions of the Debtors that occurred before the Petition Date must be

filed on or prior to the applicable Bar Date, even if such claims are not now fixed, liquidated or certain or did not mature or become fixed, liquidated or certain before the Petition Date.

Under section 101(5) of the Bankruptcy Code and as used in this Notice, the word “claim” means: (a) a right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured; or (b) a right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured.

2. SPECIAL PROVISIONS FOR OWNERS OF VEHICLES WITH TAKATA AIRBAG INFLATORS

If you (or, in the case of a wrongful-death claim, the estate you represent) believe you have a claim against the Debtors, including for past or future monetary loss, personal injury, or death on account of your current or past ownership of a vehicle containing a PSAN Inflator regardless of whether such PSAN Inflator is subject to a recall or has already been repaired or you have thus far suffered no loss, injury, or death on account of your PSAN Inflator (as such claims may be deemed to have accrued before the Petition Date), you **MUST** file a Proof of Claim for your PPIC Claim prior to the PPIC Bar Date and in accordance with the instructions below.

For the avoidance of doubt, the Debtors are not seeking to, and the passage or expiration of the PPIC Bar Date shall not, bar or prevent any individuals from filing claims against the Debtors’ estates for personal injury or wrongful death tort claims that arise from or relate to incidents that occur after the Petition Date involving vehicles that contain PSAN Inflators or their component parts manufactured by the Debtors or their affiliates.

You must file a Proof of Claim even if you may be included in, or represented by, a purported class action, class suit, or similar representative action filed against the Debtors.

Information about how to file a Proof of Claim on account of a PPIC Claim, including the ability to file such claim electronically, is available at TKRestructuring.com/PPIC. **If you fail to file a Proof of Claim on or before the PPIC Bar Date: (a) you may be forever barred, estopped, and enjoined from asserting a PPIC Claim against the Debtors even if your loss or injury does not occur until some point in the future; (b) the Debtors and their property may be forever discharged from any and all indebtedness or liability with respect to such claim; and (c) you may not receive any distribution in these cases on account of such claim.**

3. WHAT TO FILE

The Debtors are enclosing a proof of claim form (the “*General Proof of Claim Form*”) for use in these cases; if your claim is listed on the schedules of assets and liabilities filed by the Debtors (collectively, the “*Schedules*,” which are available at www.primeclerk.com/takataschedules), the proof of claim form also sets forth the amount of your claim as listed on the Schedules, the specific Debtor against which the claim is scheduled, and whether the claim is scheduled as “disputed,” “contingent,” or “unliquidated.” You will receive a different proof of claim form for each claim listed in your name on the Schedules. You may utilize the proof of claim form(s) provided by the Debtors to file your claim. Additional proof of claim forms may be obtained at (i) the website established by the Debtors’ Court-approved claims and noticing agent, Prime Clerk LLC (“*Prime Clerk*”), located at TKRestructuring.com or (ii) the Bankruptcy Court’s website located at www.uscourts.gov/forms/bankruptcy-forms.

All proof of claim forms must be **signed** by the claimant or, if the claimant is not an individual, by an authorized agent of the claimant. It must be written in English and be denominated in United States currency (using the exchange rate, if applicable, as of the Petition Date). You also should set forth with specificity the legal and factual basis for the alleged claim and attach to your completed proof of claim any documents on which the claim is based (if voluminous, attach a summary) or explanation as to why the documents are not available.

Your proof of claim form must not contain complete social security numbers or taxpayer identification numbers (only the last four (4) digits), a complete birth date (only the year), the name of a minor (only the minor's initials), or a financial account number (only the last four (4) digits of such account number).

Any holder of a claim against more than one Debtor must file a separate proof of claim with respect to each such Debtor. Any holder of a claim must identify on its proof of claim the specific Debtor against which its claim is asserted and the case number of that Debtor's bankruptcy case. A list of the Debtors and their respective case numbers is set forth above on the first page of this Notice. Any holder of a claim must sign the claim or, if the claimant is not an individual, an authorized agent must sign the claim.

3. WHEN AND WHERE TO FILE

Except as provided for herein, all proofs of claim must be filed so as to be received on **or before the applicable deadline set forth above** as follows:

IF BY FIRST CLASS MAIL:

TK Holdings Inc.
Claims Processing Center
c/o Prime Clerk LLC
Grand Central Station
PO Box 4850
New York, NY 10163-4850

IF BY OVERNIGHT COURIER OR HAND DELIVERY:

TK Holdings Inc.
Claims Processing Center
c/o Prime Clerk LLC
850 Third Avenue, Suite 412
Brooklyn, NY 11232

IF ELECTRONICALLY:

The website established by Prime Clerk, using the interface available on such website located at TKRestructuring.com under the linked entitled "Submit a Claim" (the "*Electronic Filing System*").

Proofs of claim will be deemed filed only when received at the addresses listed above or via the Electronic Filing System on or before the applicable Bar Dates. Proofs of claim may not be delivered by facsimile, telecopy, or electronic mail transmission (other than proofs of claim filed electronically through the Electronic Filing System).

4. WHO NEED NOT FILE A PROOF OF CLAIM

You do **not** need to file a proof of claim on or prior to the applicable Bar Dates if you are:

- (a) any person or entity whose claim is listed on the Schedules; *provided* that (i) the claim is **not** listed on the Schedules as "disputed," "contingent," or "unliquidated," (ii) the person or entity does not dispute the amount, nature, and priority of the claim as set forth in the Schedules, and (iii) the person or entity does not dispute that the claim is an obligation of the specific Debtor against which the claim is listed in the Schedules;
- (b) any person or entity whose claim has been paid in full;
- (c) any person or entity that holds an equity security interest in the Debtors, which interest is based exclusively upon the ownership of common or preferred stock, membership interests, partnership interests, or warrants, options, or rights to purchase, sell, or subscribe to such security or interest; *provided* that if any such holder asserts a claim (as opposed to an ownership interest) against the Debtors (including a claim relating to an equity interest or the purchase or sale of such equity interest), a proof of claim must be filed on or before the General Bar Date or Governmental Bar Date, as applicable, pursuant to the procedures described herein;

- (d) the holder of a claim allowable under section 503(b) and 507(a)(2) of the Bankruptcy Code as an administrative expense (**other than** a holder of a section 503(b)(9) claim);
- (e) any person or entity that holds a claim that heretofore has been allowed by Order of the Bankruptcy Court entered on or before the applicable Bar Date;
- (f) any holder of a claim for which a separate deadline has been fixed by the Bankruptcy Court;
- (g) any person or entity who has already filed a proof of claim with Prime Clerk or the Court against any of the Debtors with respect to the claim being asserted, utilizing a claim form that substantially conforms to the General Proof of Claim Form or Official Form No. 410;
- (h) any Debtor listed on the first page of this Notice having a claim against another Debtor listed on the first page of this Notice;
- (i) any Consenting OEMs for any Consenting OEM Claims, which claims are hereby carved out of this Order and the procedures for filing General Proofs of Claim set forth herein, and shall instead be (a) filed in a format that reasonably describes, among other things, each Consenting OEM's claims, costs and expenses arising from or associated with any PSAN Inflators that are the subject of a recall, including without limitation, any amounts paid on account of litigation judgments against or settlements entered into by such Consenting OEM and (b) treated in accordance with the claims protocol to be agreed by and among the Debtors and the Initial Consenting OEMs; **provided**, that, notwithstanding the foregoing, the Consenting OEMs shall file their proofs of claim for any Consenting OEM Claims on or before the General Bar Date; **provided further**, that, in the event the restructuring support agreement to be entered into by and among the Debtors and the Initial Consenting OEMs (the "**RSA**") is (x) not approved via an order entered by the Court acceptable to the Consenting OEMs, including without limitation, approval of the claims protocol agreed upon by and among the Debtors and the Initial Consenting OEMs, the Consenting OEMs shall have until sixty (60) days after an order denying approval of the RSA, to amend or modify any claim filed on or before the General Bar Date or (y) terminated by a Consenting OEM or as to all Consenting OEMs, such terminating Consenting OEM or all Consenting OEMs, as applicable, shall have sixty (60) days after the date on which such Consenting OEM or all Consenting OEMs, as the case may be, provide notice of such termination to amend or modify any such previously filed proofs of claim.

This Notice may be sent to persons and entities that have had some relationship with or have done business with the Debtors but may not have an unpaid claim against the Debtors.

The fact that you have received this Notice does not mean that you have a claim or that the Debtors or the Bankruptcy Court believe that you have a claim against the Debtors.

5. EXECUTORY CONTRACTS AND UNEXPIRED LEASES

If you hold a claim arising out of the rejection of an executory contract or unexpired lease you must file a proof of claim based on such rejection by the later of (i) the General Bar Date or Governmental Bar Date, as applicable, and (ii) the date that is thirty (30) days following the entry of the Bankruptcy Court order approving such rejection, (which order may be the order confirming a chapter 11 plan in the Debtors' Chapter 11 Cases) or be forever barred from doing so *provided, however*, that a party to an executory contract or unexpired lease that asserts a claim on account of unpaid amounts accrued and outstanding as of the Petition Date pursuant to such executory contract or unexpired lease (other than a rejection damages claim) must file a proof of claim for such amounts on or before the General Bar Date or Governmental Bar Date, as applicable, unless an exception identified in section 4 above applies.

6. THE DEBTORS' SCHEDULES AND ACCESS THERETO

You may be listed as a holder of a claim against one or more of the Debtors in the Debtors' Schedules.

To determine if and how you are listed on the Schedules, please refer to the descriptions set forth on the enclosed proof of claim form(s) regarding the nature, amount, and status of your claim(s). If you received postpetition payments from the Debtors (as authorized by the Bankruptcy Court) on account of your claim(s), the enclosed proof of claim form will reflect the net amount of your claim(s). If the Debtors believe that you hold claims against more than

one Debtor, you will receive multiple proof of claim forms, each of which will reflect the nature and amount of your claim against one Debtor, as listed in the Schedules.

If you rely on the Debtors' Schedules and/or the enclosed proof of claim form(s), it is your responsibility to determine that the claim accurately is listed on the Schedules. However, you may rely on the enclosed form, which lists your claim as scheduled, identifies the Debtor against which it is scheduled, and specifies whether the claim is disputed, contingent, or unliquidated.

As set forth above, if you agree with the nature, amount, and status of your claim as listed in the Debtors' Schedules, and if you do not dispute that your claim only is against the Debtor specified by the Debtors, and if your claim is not described as "disputed," "contingent," or "unliquidated," you need not file a proof of claim. Otherwise, or if you decide to file a proof of claim, you must do so before the applicable Bar Dates, in accordance with the procedures set forth in this Notice.

In the event that the Debtors amend or supplement their Schedules subsequent to the entry of the Bar Date Order, the Debtors shall give notice of any amendment or supplement to the holders of claims affected thereby, and such holders shall have until the later of (i) the applicable Bar Date and (ii) thirty (30) days from the date of such notice to file a proof of claim or be barred from doing so and shall be given notice of such deadline.

Copies of the Debtors' Schedules are available for inspection on the Bankruptcy Court's electronic docket for the Debtors' chapter 11 cases, which is posted on (i) the website established by Prime Clerk for the Debtors' cases at TKRestructuring.com and (ii) on the Court's website at <http://www.deb.uscourts.gov/>. A login and password to the Bankruptcy Court's Public Access to Electronic Records ("**PACER**") are required to access this

information and can be obtained through the PACER Service Center at <http://www.pacer.gov>. Copies of the Schedules also may be examined between the hours of 8:00 a.m. and 4:00 p.m., Prevailing Eastern Time, Monday through Friday at the Office of the Clerk of the Court, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801. Copies of the Debtors' Schedules also may be obtained by request to Prime Clerk, at the address and telephone number set forth below:

7. RESTRUCTURING PROCEEDINGS OF DEBTORS' JAPANESE AFFILIATES

Takata Corporation, Takata Kyushu Corporation, and Takata Service Corporation (collectively, "*Takata Japan*") have commenced proceedings under the Civil Rehabilitation Act ("CRA") in Tokyo, Japan. Takata Japan has sought recognition by the Bankruptcy Court of its CRA proceedings under Chapter 15 of the Bankruptcy Code. Parties who believe they have claims against Takata Japan can obtain information about the CRA proceedings at www.takata.com.

8. RESTITUTION FUND

Individuals who have suffered, or will suffer, personal injury caused by the malfunction of a PSAN Inflator may be eligible for compensation from Restitution Funds established by order of the Federal Court for the E.D. of Michigan. The Court has appointed a Special Master, Prof. Eric D. Green, to administer the claimant compensation process and make recommendations regarding the distribution of funds. If you believe you may qualify for compensation from the Restitution Funds, please visit www.takataspecialmaster.com for further information and to review relevant case documents.

9. PLAN AND DISCLOSURE STATEMENT

The Debtors will soon file a chapter 11 plan of reorganization (the "*Plan*") and accompanying disclosure statement (the "*Disclosure Statement*"). The Plan will describe the

proposed treatment of claims against, and interests in, the Debtors; the Disclosure Statement will provide information about the Plan and the Debtors. The Bankruptcy Court will hold hearings to consider, and has set deadlines to object to, the Disclosure Statement and Plan.

Disclosure Statement Hearing. January 3, 2018 at 10:00 a.m. (Prevailing Eastern Time), with objections due no later than December 27, 2017, at 4:00 p.m. (Prevailing Eastern Time);

Confirmation Hearing. February 13, 2018 at 10:00 a.m. (Prevailing Eastern Time), with objections due no later than February 6, 2018, at 4:00 p.m. (Prevailing Eastern Time).

To receive notices on the chapter 11 cases, or to review the Plan and Disclosure Statement, visit and register your email address at TKRestructuring.com/PPIC. All documents filed with the Bankruptcy Court are available for inspection at the Office of the Clerk of the Court or free of charge at: TKRestructuring.com/PPIC. *The Plan will bind all creditors and interest holders upon its confirmation. If you wish to object to Plan or Disclosure Statement, you must properly file and serve an objection by the applicable deadline listed above.*

10. CONSEQUENCES OF FAILURE TO FILE A PROOF OF CLAIM BY THE APPLICABLE BAR DATE

ANY HOLDER OF A CLAIM THAT IS NOT EXEMPTED FROM THE REQUIREMENTS OF THE BAR DATE ORDER, AS SET FORTH IN SECTION 4 ABOVE, AND THAT FAILS TO TIMELY FILE A PROOF OF CLAIM IN THE APPROPRIATE FORM SHALL NOT BE PERMITTED TO VOTE ON ANY PLAN OF REORGANIZATION FILED IN THESE CASES AND SHALL RECEIVE NO DISTRIBUTION IN THE DEBTORS' CASES ON ACCOUNT OF SUCH CLAIM.

A holder of a potential claim against the Debtors should consult an attorney regarding any matters not covered by this Notice, such as whether the holder should file a proof of claim.

Dated: _____, 2017
Wilmington, Delaware

BY ORDER OF THE COURT

RICHARDS, LAYTON & FINGER, P.A.
Mark D. Collins (No. 2981)
Michael J. Merchant (No. 3854)
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-and-

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New York, New York 10153
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*Attorneys for the Debtors
and Debtors in Possession*

Exhibit A-2

PPIC Combined Notice

In re: TK HOLDINGS INC., et al., Chapter 11 Case No. 17-11375 (BLS)
Debtors

TK Holdings Inc. Return Mail
P.O. Box 3004
Monroe, WI 53566-3004

IMPORTANT LEGAL NOTICE FOR OWNERS OF VEHICLES WITH TAKATA AIRBAG INFLATORS

- This Notice was authorized by a federal court. Read it carefully. Your rights are at stake. -

Why have I received this notice? TK Holdings, Inc. and certain of its affiliates listed on the reverse side of this notice (collectively, the "Debtors") have filed chapter 11 bankruptcy cases in the United States. The Debtors are subsidiaries of Takata Corporation, a Japanese corporation engaged in the manufacture and sale of airbag inflators and other automotive components. Takata Corporation and its worldwide affiliates (including the Debtors) are referred to collectively as "Takata." Takata Corporation has filed a bankruptcy proceeding in Japan. This notice relates only to the Debtors located in the U.S. and Mexico.

You have been identified as the current or former registered owner of a vehicle with one or more Takata-manufactured airbag inflators containing phase-stabilized ammonium nitrate propellant ("PSAN Inflators"), which are or may be defective and could rupture, creating a risk of personal injury or death. This notice sets forth the deadline for asserting claims against the Debtors in the U.S. bankruptcy proceedings and provides other important deadlines and information about the chapter 11 cases. **If your vehicle contains a defective or potentially defective airbag inflator and is under recall, contact your nearest dealership immediately to schedule a free repair.**

Do I have a claim against the Debtors? You (or, in the case of a wrongful-death claim, the estate you represent) may have claims against the Debtors, including for monetary loss, personal injury, or death (in each case, whether past or future) on account of your current or past ownership of a vehicle containing a PSAN Inflator regardless of whether such PSAN Inflator is subject to a recall or has already been repaired or you have thus far suffered no loss, injury, or death on account of your PSAN Inflator (as such claims may be deemed to have accrued before the Debtors filed for bankruptcy). *To assert a claim, you must file a proof of claim by the deadline and in accordance with the instructions on the reverse side of this notice. If you fail to do so, your claim may be barred and you may receive no recovery.*

What else should I do? The Debtors strongly recommend that you:

- Carefully review this notice, including the reverse side, in its entirety.
- Please visit www.AirbagRecall.com or call 1.888.327.4236 for more information about obtaining free replacement airbags.
- Register your email address at TKRestructuring.com/PPIC. You will receive no further notices in the chapter 11 cases unless you do so and may miss important information.
- Call 833-619-7579 (U.S. toll-free) or 920-238-6810 (international), email tkppic@primeclerk.com, or visit TKRestructuring.com/PPIC if you have questions.
- Contact an attorney for legal advice concerning the chapter 11 cases.

[PRIMECLERKID] - Barcode
***[PRIMECLERKID] - Human Readable
[GIVEN NAME] [MIDDLE INITIAL] [SURNAME]/
FIRM NAME] [SURNAME SUFFIX] - wrap as necessary
[ADDRESS FIELDS FROM NCOA/CASS] - including country



Visit www.AirbagRecall.com to see if you're at risk of injury or death, or call 1.888.327.4236 for more information about the safety of your vehicle.

Commencement of Chapter 11 Cases. On June 25, 2017 (the "Petition Date"), Debtors Takata Americas, TK Finance, LLC, TK China, LLC, TK Holdings Inc., Takata Protection Systems Inc.; Interiors in Flight Inc.; TK Mexico Inc.; TK Mexico LLC; TK Mexico de Mexico S. de R.L. de C.V.; Industrias Irvin de Mexico, S.A. de C.V.; Takata de Mexico, S.A. de C.V.; and Strosshe-Mex, S. de R.L. de C.V. each filed a voluntary petition for relief under chapter 11 of the U.S. Bankruptcy Code in the U.S. Bankruptcy Court for the District of Delaware. *Filing of the chapter 11 cases imposed an automatic stay against most collection activities. This means that creditors generally may not take action to collect debts from the Debtors or the Debtors' property outside of the chapter 11 cases.*

Restructuring Proceedings of Debtors' Japanese Affiliates. Takata Corporation, Takata Kyushu Corporation, and Takata Service Corporation (collectively, "Takata Japan") have commenced proceedings under the Civil Rehabilitation Act ("CRA") in Tokyo, Japan. Takata Japan has also sought recognition by the Bankruptcy Court of its CRA proceedings under Chapter 15 of the Bankruptcy Code. Parties who believe they have claims against Takata Japan can obtain information about the CRA proceedings at www.takata.com.

Further Notices. You should register your email address at TKRestructuring.com/PPIC. You will not receive notice of any further documents filed in the chapter 11 cases unless you do so. All documents filed with the Bankruptcy Court are available for inspection at the Office of the Clerk of the Court or free of charge at: TKRestructuring.com/PPIC.

Restitution Fund. Individuals who have suffered, or will suffer, personal injury caused by the malfunction of a PSAN Inflator may be eligible for compensation from Restitution Funds established by order of the Federal Court for the E.D. of Michigan. The Court has appointed a Special Master, Prof. Eric D. Green, to administer the claimant compensation process and make recommendations regarding the distribution of funds. If you believe you may qualify for compensation from the Restitution Funds, please visit www.takataspecialmaster.com for further information.

Deadline for Filing Proof of Claim. December 27, 2017, at 5:00 p.m. (Eastern Time) (the "PPIC Bar Date") is the last date and time to assert claims against any of the Debtors for monetary losses, personal injuries (including death), or asserted damages arising out of or relating to an airbag containing a PSAN Inflator or their component parts manufactured or sold by Takata prior to the Petition Date (a "PPIC Claim"). You must file a proof of claim for a PPIC Claim (a "PPIC Proof of Claim") even if you are included in a class action lawsuit or other representative action filed against the Debtors. Information about how to file a PPIC Proof of Claim, including the ability to file such claim electronically, is available at TKRestructuring.com/PPIC. **If you fail to file a PPIC Proof of Claim before the PPIC Bar Date: (a) you may be forever barred, estopped, and enjoined from asserting a PPIC Claim against the Debtors even if your loss or injury does not occur until some point in the future; (b) the Debtors and their property may be forever discharged from any and all indebtedness or liability with respect to such claim; and (c) you may not receive any distribution in these chapter 11 cases on account of such claim.** Filing a proof of claim submits a creditor to the jurisdiction of the Bankruptcy Court, with consequences a lawyer can explain. *The PPIC Bar Date does not apply to claims for personal injury or wrongful death sustained after the Petition Date arising from or relating to a PSAN Inflator or its component parts manufactured by Takata. This means that you may be entitled to seek a distribution under the Plan upon injury or death even if you do not file a proof of claim by the PPIC Bar Date. However, you will remain subject to the other terms of the Plan—including the releases, injunctions, and "sale free and clear" provisions described below—to the same extent as other holders of claims.*

Plan and Disclosure Statement. The Debtors will soon file a chapter 11 plan of reorganization (the "Plan") and accompanying disclosure statement (the "Disclosure Statement"). The Plan will describe the proposed treatment of claims against, and interests in, the Debtors; the Disclosure Statement will provide information about the Plan and the Debtors. The Bankruptcy Court will hold hearings to consider, and has set deadlines to object to, the adequacy of the Disclosure Statement and confirmation of the Plan.

- **Disclosure Statement Hearing.** January 3, 2018 at 10:00 a.m. (Eastern Time), with objections due no later than December 27, 2017, at 4:00 p.m. (Eastern Time);
- **Confirmation Hearing.** February 13, 2018 at 10:00 a.m. (Eastern Time), with objections due no later than February 6, 2018, at 4:00 p.m. (Eastern Time).

Carefully review the Plan and Disclosure Statement, available at: TKRestructuring.com/PPIC. If you register at TKRestructuring.com/PPIC, you will receive an electronic copy of the Plan and Disclosure Statement and other notices. If you fail to register, this will be the only notice you will receive. The Plan will bind all creditors and interest holders upon its confirmation. If you wish to object to the adequacy of the Disclosure Statement or confirmation of the Plan, you must properly file and serve an objection by the applicable deadline listed above.

Discharge. Confirmation of the Plan may result in a discharge of debts of the Debtors, which may include all or a part of your debt. See 11 U.S.C. § 1141(d). A discharge means that creditors may never try to collect against the Debtors, except as provided in the Plan.

RELEASES. In addition to the discharge described above, the Plan will likely contain broad releases of third-party claims and related injunction provisions. If approved, these provisions could release claims you hold against certain third parties, including the manufacturer of your vehicle and the Plan Sponsor (defined below). The foregoing is a summary only. You should carefully review the full text of the Plan's release, injunction, and related provisions and any applicable release "opt out" provision at TKRestructuring.com/PPIC.

SALE "FREE AND CLEAR." The Debtors have proposed Joyson KSS Auto Safety S.A., together with one or more of its current or future subsidiaries or affiliates, as their "Plan Sponsor." The Plan will provide for the Plan Sponsor's acquisition of substantially all assets of the Debtors (with specified exclusions generally related to Takata's PSAN Inflator business). The Plan Sponsor will buy these acquired assets free and clear of all claims, liens, charges, encumbrances, and other interests (collectively, "Claims and Interests"), except for certain specifically assumed liabilities. The Plan Sponsor will not assume any claims of the Debtors or Takata unless it expressly agrees to do so. Without limiting the foregoing, the Plan Sponsor is not assuming any claims or liabilities related in any way to the PSAN Inflators (and the propellant), including PPIC Claims. *If you do not file an objection to the Plan with the Bankruptcy Court by the deadline above, your right to challenge the sale of the Debtors' assets "free and clear" of Claims and Interests and the related injunction will be forfeited. The Bankruptcy Court's approval of the sale of the Debtors' assets "free and clear" and the related injunction means that you will be forever barred from asserting any Claims and Interests against the Plan Sponsor and/or the Plan Sponsor's predecessors, successors, assigns, subsidiaries, affiliates, equity holders, current and former officers and directors, employees, agents, professionals, and various other related persons.* You should review the full text of this provision at TKRestructuring.com/PPIC.

Exhibit A-3

Publication Notice

IN RE TK HOLDINGS, INC., ET AL., CASE NO. 17-11375 (BLS)**NOTICE OF DEADLINES FOR FILING PROOFS OF CLAIM INCLUDING CLAIMS OF POTENTIAL TAKATA AIRBAG INFLATOR CLAIMANTS**

1. On June 25, 2017 (the “*Petition Date*”), TK Holdings, Inc. and certain of its affiliates (collectively, the “*Debtors*”) filed chapter 11 cases in the United States Bankruptcy Court for the District of Delaware (the “*Bankruptcy Court*”). The Debtors are subsidiaries of Takata Corporation, a Japanese corporation engaged in the manufacture and sale of automotive components, including airbag inflators. Takata Corporation filed a bankruptcy proceeding in Japan. This notice relates only to claims against the Debtors in the U.S. and Mexico. The name and case number for each Debtor is: Takata Americas, 17-11372; TK Finance, LLC, 17-11373; TK China, LLC, 17-11374; TK Holdings Inc., 17-11375; Takata Protection Systems Inc., 17-11376; Interiors in Flight Inc., 17-11377; TK Mexico Inc., 17-11378; TK Mexico LLC, 17-11379; TK Holdings de Mexico, S. de R.L. de C.V., 17-11380; Industrias Irvin de Mexico, S.A. de C.V., 17-11381; Takata de Mexico, S.A. de C.V., 17-11382; Strosshe-Mex, S. de R.L. de C.V., 17-11383.

2. On October 3, 2017, the Bankruptcy Court entered an order [Docket No. ___] (the “*Bar Date Order*”) establishing deadlines for filing proofs of claim in the Debtors’ chapter 11 cases (each a “*Proof of Claim*”), including a deadline for asserting claims against any Debtor for monetary losses, personal injury, or death (whether past or future) arising out of or relating to an airbag containing phase-stabilized ammonium nitrate propellant (“*PSAN Inflators*”), or their component parts, manufactured or sold by the Debtors or their affiliates prior to the Petition Date (each a “*PPIC Claim*”). Except as otherwise stated herein, all persons (including individuals, partnerships, corporations, joint ventures, and trusts), and governmental units who have a claim or potential claim, including under Bankruptcy Code section 503(b)(9), against any Debtor that arose before the Petition Date, no matter how remote or contingent, **MUST FILE A PROOF OF CLAIM.**

I. DEADLINES FOR FILING CLAIMS

3. The deadlines stated in the Bar Date Order for filing Proofs of Claim are as follows (collectively, the “*Bar Dates*”):

(a) For claims against any of the Debtors other than (i) PPIC Claims and (ii) claims of Governmental Units (as defined below), the deadline to file a Proof of Claim is **November 27, 2017 at 5:00 p.m. (Eastern Time)** (the “*General Bar Date*”);

(b) For PPIC Claims, the deadline to file a Proof of Claim is **December 27, 2017 at 5:00 p.m. (Eastern Time)** (the “*PPIC Bar Date*”); and

(c) For claims against any Debtor asserted by a governmental unit (as defined in Bankruptcy Code section 101(27)), the deadline to file a Proof of Claim is **December 22, 2017 at 5:00 p.m. (Eastern Time)** (the “*Governmental Bar Date*”).

II. WHO MUST FILE A PROOF OF CLAIM

4. With limited exceptions stated below, you **MUST** file a Proof of Claim to vote on the Debtors' chapter 11 plan or share in distributions from the Debtors' estates. Claims based on acts or omissions of the Debtors before the Petition Date must be filed on or before the applicable Bar Date, even if such claims are not now fixed, liquidated or certain or did not mature or become fixed, liquidated or certain before the Petition Date.

5. Under Bankruptcy Code section 101(5), "claim" means: (a) a right to payment, whether or not reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured; or (b) a right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether such right is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured.

III. SPECIAL PROVISIONS FOR OWNERS OF VEHICLES WITH TAKATA AIRBAG INFLATORS

6. If you have a claim against the Debtors, including for monetary loss, personal injury, or death (past or future) due to your current or past ownership of a vehicle containing a PSAN Inflator regardless of whether it is subject to recall or has already been repaired or you have suffered no harm (as such claims may be deemed to have accrued before the Petition Date), you **MUST** file a Proof of Claim for your PPIC Claim before the PPIC Bar Date in accordance with the instructions below.

7. The Debtors are not seeking to, and the PPIC Bar Date shall not, bar any individuals from filing claims against the Debtors' estates for personal injury or wrongful death tort claims that arise from or relate to incidents that occur after the Petition Date involving vehicles containing PSAN Inflators or their component parts manufactured by the Debtors or their affiliates.

8. You must file a Proof of Claim even if you may be included in, or represented by, a purported class action, class suit, or similar action against the Debtors.

9. Information about how to file a Proof of Claim on account of a PPIC Claim, including how to file electronically, is available at TKRestructuring.com/PPIC. **If you fail to file a Proof of Claim by the PPIC Bar Date: (a) you may be forever barred, estopped, and enjoined from asserting a PPIC Claim against the Debtors even if your loss or injury does not occur until some point in the future (subject to paragraph 7 hereof); (b) the Debtors and their property may be forever discharged from any and all indebtedness or liability with respect to such claim; and (c) you may not receive any distribution on account of such claim.**

IV. WHO NEED NOT FILE A PROOF OF CLAIM

10. You do **not** need to file a proof of claim on or prior to the applicable Bar Dates if:

(a) Your claim is listed on the Debtors' schedules of assets and liabilities filed with the Court (the "**Schedules**," available at www.primeclerk.com/takataschedules) and (i) is **not** listed on the Schedules as "disputed," "contingent," or "unliquidated," and (ii) you do not dispute

(I) the amount, nature, and priority of the claim as set forth in the Schedules, and (II) that the claim is an obligation of the specific Debtor against which the claim is listed in the Schedules;

(b) Your claim has been fully paid;

(c) You hold a claim allowable under Bankruptcy Code section 503(b) and 507(a)(2) as an administrative expense (**other than** a section 503(b)(9) claimholder);

(d) You hold a claim that has been allowed by order of the Bankruptcy Court entered on or before the applicable Bar Date;

(e) You already filed a Proof of Claim with Prime Clerk or the Bankruptcy Court against any of the Debtors with respect to the claim being asserted, utilizing a claim form that substantially conforms to the proof of claim forms, including a special proof of claim form for PPIC Claims (collectively the "**Proof of Claim Forms**"), or Official Form No. 410;

(f) Certain other Bar Date Order exclusions apply.

11. DO NOT FILE A PROOF OF CLAIM IF YOU DO NOT HAVE A CLAIM AGAINST THE DEBTORS.

V. WHAT TO FILE

12. The Proof of Claim Forms may be obtained from (a) the Debtors' Court-approved claims and noticing agent, Prime Clerk LLC ("**Prime Clerk**"), through TKRestructuring.com or by calling 844-822-9229 (U.S.) or 920-238-6810 (international), or (b) the Bankruptcy Court's website: www.uscourts.gov/forms/bankruptcy-forms. Information about filing a PPIC Proof of Claim is available at TKRestructuring.com/PPIC.

13. All Proof of Claim Forms must: (a) be **signed** by the claimant or its authorized agent, written in English, and denominated in U.S. currency (using the Petition Date exchange rate if applicable); (b) state with specificity the legal and factual basis for the alleged claim, and (c) attach supporting documents, or if voluminous or unavailable, a summary. Any holder of a claim against more than one Debtor must file a separate proof of claim with respect to each such Debtor. Any holder of a claim must identify the Debtor against which its claim is asserted and that Debtor's bankruptcy case number.

14. Your proof of claim form **must not contain**: (a) complete social security or taxpayer identification numbers (only include the last four digits), (b) a complete birth date (include only the year), (c) the name of a minor (include only initials), or (d) financial account numbers (include only the last four digits).

VI. WHEN AND WHERE TO FILE A CLAIM

15. Except as provided herein, all Proofs of Claim Forms must be filed (i) electronically through Prime Clerk's website by using TKRestructuring.com under the link "Submit a Claim" (the "**Electronic Filing System**") or (ii) by delivering the original Proof of Claim form to: (a) by mail, TK Holdings Inc., Claims Processing Center, c/o Prime Clerk LLC, Grand Central Station,

PO Box 4850, New York, NY 10163-4850, or (b) by overnight, courier or hand delivery, TK Holdings Inc., Claims Processing Center, c/o Prime Clerk LLC, 850 Third Avenue, Suite 412, Brooklyn, NY 11232. Proof of Claim Forms may not be delivered by facsimile, telecopy, or electronic transmission (except those filed through the Electronic Filing System).

VII. RESTRUCTURING PROCEEDINGS OF DEBTORS' JAPANESE AFFILIATES

16. Takata Corporation, Takata Kyushu Corporation, and Takata Service Corporation (collectively, "*Takata Japan*") commenced proceedings under the Civil Rehabilitation Act in Japan, where they are seeking recognition by the Bankruptcy Court under Bankruptcy Code Chapter 15. Parties with claims against Takata Japan can obtain information at www.takata.com.

VIII. RESTITUTION FUND

17. Individuals who have suffered, or will suffer, personal injury caused by a PSAN Inflator may be eligible for compensation from Restitution Funds established by order of the Federal Court for the E.D. of Michigan. The Court has appointed a Special Master, Prof. Eric D. Green, to administer the claimant compensation process and make recommendations regarding fund distribution. If you believe you may qualify for compensation from the Restitution Funds, visit www.takataspecialmaster.com for further information.

IX. PLAN AND DISCLOSURE STATEMENT

18. The Debtors will soon file a chapter 11 plan of reorganization (the "*Plan*") and disclosure statement (the "*Disclosure Statement*"). The Plan will describe the proposed treatment of claims against, and interests in, the Debtors; the Disclosure Statement will provide information about the Plan and Debtors. The Bankruptcy Court will hold hearings to consider, and has set deadlines to object to, the Disclosure Statement and Plan.

Disclosure Statement Hearing. January 3, 2018 at 10:00 a.m. (Eastern Time), with objections due by **December 27, 2017, at 4:00 p.m. (Eastern Time)**;

Confirmation Hearing. February 13, 2018 at 10:00 a.m. (Eastern Time), with objections due by **February 6, 2018, at 4:00 p.m. (Eastern Time)**.

19. To receive notices or review the Plan and Disclosure Statement, register your email address at TKRestructuring.com/PPIC. All documents filed with the Bankruptcy Court are available for inspection at the Office of the Clerk of the Court or free of charge at TKRestructuring.com/PPIC. *The Plan will bind all creditors and interest holders upon its confirmation. If you wish to object to Plan or Disclosure Statement, you must properly file and serve an objection by the applicable deadline listed above.*

20. **RELEASES.** The Plan will likely contain broad releases of third-party claims and related injunction provisions. If approved, these provisions could release claims you hold against certain third parties, including Joyson KSS Auto Safety S.A. (together, with one or more of its current or future subsidiaries or affiliates, the "Plan Sponsor"). The foregoing is a summary only. Carefully review the full text of the Plan's release, injunction, related provisions and any applicable release "opt out" provision at TKRestructuring.com/PPIC.

21. **SALE “FREE AND CLEAR.”** The Plan will provide for the Plan Sponsor’s acquisition of substantially all assets of the Debtors (with specified exclusions generally related to Takata’s PSAN Inflator business) free and clear of all claims and interests (collectively, “Claims and Interests”), except for certain specifically assumed liabilities. The Plan Sponsor will not assume any claims of the Debtors or Takata unless it expressly agrees to do so. Without limiting the foregoing, the Plan Sponsor is not assuming any claims or liabilities related in any way to the PSAN Inflators (and the propellant), including PPIC Claims. If you do not file a timely objection to the Plan with the Bankruptcy Court, your right to challenge the sale of the Debtors’ assets “free and clear” of Claims and Interests and related injunction will be forfeited. The Bankruptcy Court’s approval of the “free and clear” sale and related injunction means that you will be forever barred from asserting any Claims and Interests against the Plan Sponsor and various other related persons. You should review the full text of this provision at TKRestructuring.com/PPIC.

X. CONSEQUENCES OF FAILURE TO FILE A PROOF OF CLAIM BY THE APPLICABLE BAR DATE

22. ANY HOLDER OF A CLAIM NOT EXEMPTED FROM THE REQUIREMENTS OF THE BAR DATE ORDER AND THAT FAILS TO TIMELY FILE A PROOF OF CLAIM IN THE APPROPRIATE FORM SHALL NOT BE PERMITTED TO VOTE ON ANY PLAN OF REORGANIZATION FILED IN THESE CASES AND SHALL RECEIVE NO DISTRIBUTION IN THE DEBTORS’ CASES ON ACCOUNT OF SUCH CLAIM.

23. A holder of a potential claim against the Debtors should consult an attorney regarding any matters not covered by this Notice, such as whether the holder should file a Proof of Claim Form.

Dated: _____, 2017
Wilmington, Delaware

BY ORDER OF THE COURT

Exhibit B-1

General Proof of Claim Form

United States Bankruptcy Court, District of Delaware

Fill in this information to identify the case (Select only one Debtor per claim form):

<input type="checkbox"/> TK Holdings Inc. (Case No. 17-11375)	<input type="checkbox"/> Takata Protection Systems Inc. (Case No. 17-11376)	<input type="checkbox"/> TK Holdings de Mexico S. de R.L. de C.V. (Case No. 17-11380)
<input type="checkbox"/> Takata Americas (Case No. 17-11372)	<input type="checkbox"/> Interiors in Flight Inc. (Case No. 17-11377)	<input type="checkbox"/> Industrias Irvin de Mexico, S.A. de C.V. (Case No. 17- 11381)
<input type="checkbox"/> TK Finance, LLC (Case No. 17-11373)	<input type="checkbox"/> TK Mexico Inc. (Case No. 17-11378)	<input type="checkbox"/> Takata de Mexico, S.A. de C.V. (Case No. 17-11382)
<input type="checkbox"/> TK China, LLC (Case No. 17-11374)	<input type="checkbox"/> TK Mexico LLC (Case No. 17-11379)	<input type="checkbox"/> Strosshe-Mex, S. de R.L. de C.V. (Case No. 17- 11383)

Modified Form 410

Proof of Claim

4/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense, other than a claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b) 9). Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	Name of the current creditor (the person or entity to be paid for this claim) _____	
	Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)		
	Contact phone _____	Contact phone _____
	Contact email _____	Contact email _____
4. Does this claim amend one already filed?	<input type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$_____ Does this amount include interest or other charges? No Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or creditcard. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.

9. Is all or part of the claim secured? No Yes. The claim is secured by a lien on property.

Nature of property:

Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.

Motor vehicle

Other. Describe: _____

Basis for perfection: _____

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$_____

Amount of the claim that is secured: \$_____

Amount of the claim that is unsecured: \$_____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$_____

Annual Interest Rate (when case was filed) _____%

Fixed

Variable

10. Is this claim based on a lease? No Yes. Amount necessary to cure any default as of the date of the petition. \$_____

11. Is this claim subject to a right of setoff? No Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)? No Yes. Check one:

<p>A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.</p>	<p><input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).</p> <p><input type="checkbox"/> Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).</p> <p><input type="checkbox"/> Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).</p> <p><input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).</p> <p><input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).</p> <p><input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.</p>	<p>Amount entitled to priority</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p>
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* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)? No Yes. Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim. \$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Name of the person who is completing and signing this claim:

Name _____
 First name Middle name Last name

Title _____

Company _____
 Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____
 Number Street

City State ZIP Code

Contact phone _____ Email _____

Official Form 410

Instructions for Proof of Claim

United States Bankruptcy Court

12/15

These instructions and definitions generally explain the law. In certain circumstances, such as bankruptcy cases that debtors do not file voluntarily, exceptions to these general rules may apply. You should consider obtaining the advice of an attorney, especially if you are unfamiliar with the bankruptcy process and privacy regulations.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both.
18 U.S.C. §§ 152, 157 and 3571.

How to fill out this form

- Fill in all of the information about the claim as of the date the case was filed.
- Fill in the caption at the top of the form.
- If the claim has been acquired from someone else, then state the identity of the last party who owned the claim or was the holder of the claim and who transferred it to you before the initial claim was filed.
- **Attach any supporting documents to this form.**
Attach redacted copies of any documents that show that the debt exists, a lien secures the debt, or both. (See the definition of *redaction* on the next page.)

Also attach redacted copies of any documents that show perfection of any security interest or any assignments or transfers of the debt. In addition to the documents, a summary may be added. Federal Rule of Bankruptcy Procedure (called "Bankruptcy Rule") 3001(c) and (d).
- **Do not attach original documents because attachments may be destroyed after scanning.**
- **If the claim is based on delivering health care goods or services, do not disclose confidential health care information. Leave out or redact confidential information both in the claim and in the attached documents.**

- **A Proof of Claim form and any attached documents must show only the last 4 digits of any social security number, individual's tax identification number, or financial account number, and only the year of any person's date of birth.** See Bankruptcy Rule 9037.
- **For a minor child, fill in only the child's initials and the full name and address of the child's parent or guardian.** For example, write *A.B., a minor child (John Doe, parent, 123 Main St., City, State)*. See Bankruptcy Rule 9037.

Confirmation that the claim has been filed

To receive confirmation that the claim has been filed, enclose a stamped self-addressed envelope and a copy of this form. You may view a list of filed claims in this case by visiting the Claims and Noticing Agent's website at <http://www.TKRestructuring.com>.

Understand the terms used in this form

Administrative expense: Generally, an expense that arises after a bankruptcy case is filed in connection with operating, liquidating, or distributing the bankruptcy estate.
11 U.S.C. § 503.

Claim: A creditor's right to receive payment for a debt that the debtor owed on the date the debtor filed for bankruptcy.
11 U.S.C. §101 (5). A claim may be secured or unsecured.

Claim Pursuant to 11 U.S.C. §503(b)(9): A claim arising from the value of any goods received by the Debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of the Debtor's business. Attach documentation supporting such claim.

Creditor: A person, corporation, or other entity to whom a debtor owes a debt that was incurred on or before the date the debtor filed for bankruptcy. 11 U.S.C. §101 (10).

Debtor: A person, corporation, or other entity who is in bankruptcy. Use the debtor's name and case number as shown in the bankruptcy notice you received. 11 U.S.C. § 101 (13).

Evidence of perfection: Evidence of perfection of a security interest may include documents showing that a security interest has been filed or recorded, such as a mortgage, lien, certificate of title, or financing statement.

Information that is entitled to privacy: A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, an individual's tax identification number, or a financial account number, only the initials of a minor's name, and only the year of any person's date of birth. If a claim is based on delivering health care goods or services, limit the disclosure of the goods or services to avoid embarrassment or disclosure of confidential health care information. You may later be required to give more information if the trustee or someone else in interest objects to the claim.

Priority claim: A claim within a category of unsecured claims that is entitled to priority under 11 U.S.C. §507(a). These claims are paid from the available money or property in a bankruptcy case before other unsecured claims are paid. Common priority unsecured claims include alimony, child support, taxes, and certain unpaid wages.

Proof of claim: A form that shows the amount of debt the debtor owed to a creditor on the date of the bankruptcy filing. The form must be filed in the district where the case is pending.

Redaction of information: Masking, editing out, or deleting certain information to protect privacy. Filers must redact or leave out information entitled to **privacy** on the *Proof of Claim* form and any attached documents.

Secured claim under 11 U.S.C. §506(a): A claim backed by a lien on particular property of the debtor. A claim is secured to the extent that a creditor has the right to be paid from the property before other creditors are paid. The amount of a secured claim usually cannot be more than the value of the particular property on which the creditor has a lien. Any amount owed to a creditor that is more than the value of the property normally may be an unsecured claim. But exceptions exist; for example, see 11 U.S.C. § 1322(b) and the final sentence of 1325(a).

Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment may be a lien.

Setoff: Occurs when a creditor pays itself with money belonging to the debtor that it is holding, or by canceling a debt it owes to the debtor.

Unsecured claim: A claim that does not meet the requirements of a secured claim. A claim may be unsecured in part to the extent that the amount of the claim is more than the value of the property on which a creditor has a lien.

Offers to purchase a claim

Certain entities purchase claims for an amount that is less than the face value of the claims. These entities may contact creditors offering to purchase their claims. Some written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court, the bankruptcy trustee, or the debtor. A creditor has no obligation to sell its claim. However, if a creditor decides to sell its claim, any transfer of that claim is subject to Bankruptcy Rule 3001(e), any provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.) that apply, and any orders of the bankruptcy court that apply.

Please send completed Proof(s) of Claim to:

If by first class mail:

TK Holdings Inc. Claims Processing Center
c/o Prime Clerk LLC
Grand Central Station, PO Box 4850
New York, NY 10163-4850

If by overnight courier or hand delivery:

TK Holdings Inc. Claims Processing Center
c/o Prime Clerk LLC
850 Third Avenue, Suite 412
Brooklyn, NY 11232

Do not file these instructions with your form

Exhibit B-2

PPIC Proof of Claim Form

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:
TK HOLDINGS, INC., et al.,
Debtors.

Chapter 11
Case No. 17-11375 (BLS)
Jointly Administered

Proof of Claim (Airbag Inflator Related)

Read the instructions before filling out this form. This form is for asserting general unsecured claims based on registration of a vehicle that was equipped with an airbag containing a phase-stabilized ammonium nitrate inflator manufactured by the Debtors.

Do not use this form to assert any other pre-petition claims, including secured claims or claims entitled to priority under 11 U.S.C. § 507(a).

Secured claims, claims entitled to priority under 11 U.S.C. § 507(a) and non-airbag inflator related claims should be filed on Form 410, available on tkrestructuring.com.

PPIC Proofs of Claim asserting damages for economic loss shall be deemed filed and asserted against each of the Debtors that was engaged in the business of designing, manufacturing, or selling products containing PSAN Inflators.

Filers must leave out or redact information that is entitled to privacy on this form or on any supporting documents. Attach redacted copies of any documents that support the claim. Do not send original documents; they may be destroyed after scanning.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. Please Type or Print in the Boxes Below. Do NOT use Red Ink or Pencil.

Part 1: Identify the Claim

1. Who is the creditor?	First Name	Middle	Last Name
	[Grid for name entry]		
	First Name (Co-Registrant, if any)	Middle	Last Name (Co-Registrant, if any)
	[Grid for name entry]		
	Company Name (If creditor is not an Individual)		
	[Grid for company name]		
	Last 4 Digits of Social Security Number/Taxpayer ID Number		
	[Grid for SSN/Tax ID]		
2. Where should notices to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Address Line 1/Contact Name (If creditor is not an Individual)		
	[Grid for address line 1]		
	Address Line 2		
	[Grid for address line 2]		
	City	State/Province	Zip Code/Postal Code
	[Grid for city]	[Grid for state/province]	[Grid for zip code]
Country (if outside of the United States)			
[Grid for country]			
Email Address (Optional, however if one is provided you are consenting to electronic notice regarding updates related to this claim)			
[Grid for email address]			
3. Where should payments to the creditor be sent? (if different than above) Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Address Line 1		
	[Grid for address line 1]		
	Address Line 2		
	[Grid for address line 2]		
	City	State/Province	Zip Code/Postal Code
[Grid for city]	[Grid for state/province]	[Grid for zip code]	
Country (if outside of the United States)			
[Grid for country]			

Part 2: Give Information About the Claim as of the Date the Case Was Filed

4. Identify the vehicle with the airbag inflator. Please submit a separate form for each vehicle.

Vehicle Identification Number (VIN)

Model Year Make/Manufacturer

Model

5. Did you own or lease the vehicle? Own Lease

6. Are you the original registered owner or lessee? No Yes

7. Identify the period that you owned or leased the vehicle.

Date Purchased or Leased / /

M M / D D / Y Y Y Y

Date Sold or Lease Terminated / / OR I am the current owner or lessee

M M / D D / Y Y Y Y

8. How much is the claim? \$. OR Unknown

9. What is the basis of the claim?

Loss of Economic Value

Personal Injury/Litigation. Please provide details regarding type and date of injury. Add additional pages if necessary.

Other. Please describe below. Add additional pages if necessary.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

I am the creditor. I am the creditor's attorney or authorized agent.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date _____ (mm/dd/yyyy)

Signature

Print the name of the person who is completing and signing this claim:

Name _____
First name Middle name Last name

Title (if applicable) _____

Company (if applicable) _____
Identify the corporate servicer as the company if the authorized agent is a servicer.

Instructions for Proof of Claim (Airbag Inflator Related)

You or your estate may have a claim against the Debtors for monetary loss, personal injury, or death you have suffered, or in the future may suffer, on account of your current or past ownership of a vehicle containing a Takata-manufactured airbag. You should consider obtaining the advice of an attorney, especially if you are unfamiliar with the bankruptcy process and privacy regulations.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157 and 3571.

How to fill out this form

- **Fill in all of the information about the claim as of the date the case was filed.**
- **Attach any supporting documents to this form.** Attach redacted copies of any documents that show that the debt exists. (See the definition of redaction.)
- **Do not attach original documents because attachments may be destroyed after scanning.**
- **A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, individual's tax identification number, or financial account number, and only the year of any person's date of birth.** See Bankruptcy Rule 9037.
- **For a minor child, fill in only the child's initials and the full name and address of the child's parent or guardian.** For example, write *A.B., a minor child (John Doe, parent, 123 Main St., City, State)*. See Bankruptcy Rule 9037.

This form is for asserting general unsecured claims based on registration of a vehicle that was equipped with an airbag containing a phase-stabilized ammonium nitrate inflator manufactured by the Debtors. Do not use this form to assert any other pre-petition claims, including secured claims or claims entitled to priority under 11 U.S.C. § 507(a). Secured claims, claims entitled to priority under 11 U.S.C. § 507(a) and non-airbag inflator related claims should be filed on Form 410, available on tkrestructuring.com.

Confirmation that the claim has been filed

To receive confirmation that the claim has been filed, enclose a stamped self-addressed envelope and a copy of this form. You may view a list of filed claims in this case by visiting the Claims and Noticing Agent's website at TKRestructuring.com/PPIC.

Understand the terms used in this form

Claim: A creditor's right to receive payment for a debt that the debtor owed on the date the debtor filed for bankruptcy. 11 U.S.C. §101 (5).

Creditor: A person, corporation, or other entity to whom a debtor owes a debt that was incurred on or before the date the debtor filed for bankruptcy. 11 U.S.C. §101 (10).

Debtor: A person, corporation, or other entity who is in bankruptcy. 11 U.S.C. § 101 (13).

Evidence of perfection: Evidence of perfection of a security interest may include documents showing that a security interest has been filed or recorded, such as a mortgage, lien, certificate of title, or financing statement.

Information that is entitled to privacy: A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, an individual's tax identification number, or a financial account number, only the initials of a minor's name, and only the year of any person's date of birth. If a claim is based on delivering health care goods or services, limit the disclosure of the goods or services to avoid embarrassment or disclosure of confidential health care information. You may later be required to give more information if the trustee or someone else in interest objects to the claim.

Priority claim: A claim within a category of unsecured claims that is entitled to priority under 11 U.S.C. § 507(ε). These claims are paid from the available money or property in a bankruptcy case before other unsecured claims are paid. Common priority unsecured claims include alimony, child support, taxes, and certain unpaid wages.

Proof of claim: A form that shows the amount of debt the debtor owed to a creditor on the date of the bankruptcy filing. The form must be filed in the district where the case is pending.

Redaction of information: Masking, editing out, or deleting certain information to protect privacy. Filers must redact or leave out information entitled to **privacy** on the *Proof of Claim* form and any attached documents.

Secured claim under 11 U.S.C. § 506(a): A claim backed by a lien on particular property of the debtor. A claim is secured to the extent that a creditor has the right to be paid from the property before other creditors are paid. The amount of a secured claim usually cannot be more than the value of the particular property on which the creditor has a lien. Any amount owed to a creditor that is more than the value of the property normally may be an unsecured claim. But exceptions exist; for example, see 11 U.S.C. § 1322(b) and the final sentence of § 1325(a).

Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment may be a lien.

Setoff: Occurs when a creditor pays itself with money belonging to the debtor that it is holding, or by canceling a debt it owes to the debtor.

Unsecured claim: A claim that does not meet the requirements of a secured claim. A claim may be unsecured in part to the extent that the amount of the claim is more than the value of the property on which a creditor has a lien.

Offers to purchase a claim

Certain entities purchase claims for an amount that is less than the face value of the claims. These entities may contact creditors offering to purchase their claims. Some written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court, the bankruptcy trustee, or the debtor. A creditor has no obligation to sell its claim. However, if a creditor decides to sell its claim, any transfer of that claim is subject to Bankruptcy Rule 3001(e), any provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.) that apply, and any orders of the bankruptcy court that apply.

Please send completed Proof(s) of Claim to:

If by first class mail:

TK Holdings Inc. Claims Processing Center
c/o Prime Clerk LLC
Grand Central Station, PO Box 4850
New York, NY 10163-4850

If by overnight courier or hand delivery:

TK Holdings Inc. Claims Processing Center
c/o Prime Clerk LLC
850 Third Avenue, Suite 412
Brooklyn, NY 11232

Do not file these instructions with your form

Exhibit C

International Publication List

International Publication List

The Debtors propose to publish the Publication Notice in the 38 countries and 58 publications listed below:

Country	Newspaper	Circulation¹
Argentina	La Nacion	90,000
Australia	The Australian	96,602
Brazil	Super Noticia	221,000
Brazil	Fohla	3,300,000
Canada	Globe and Mail	162,550
Canada	Le Devoir	29,000
China	People's Weekly/Daily	3,300,000
Colombia	El Tiempo	250,000
Costa Rica	Diario Extra	153,000
Cyprus	Phileleftheros	26,000
Dominican Republic	Listín Diario	166,000
Egypt	Al-Ahram	1,000,000
France	Le Monde	320,000
France	Le Figaro	330,000
France	Le Parisien/Edition Nationale	205,000
France	Les Echos/Le publicateur legal-la vie judiciaire	127,000
Germany	Frankfurter Allgemeine Zeitung	256,000
Germany	Berliner Zeitung	139,000
Germany	Die Welt	182,100
Germany	Bild	1,800,000
Ghana	The Ghanaian Chronicle	40,000
Greece	To Vima	114,000
India	Hindustan Dainik	2,237,000
India	The Times of India	4,261,000
Indonesia	Kompas	500,000
Israel	Haaretz	720,000
Italy	Corriere della Sera	388,000
Malaysia	Berita Harian	47,000
Malaysia	Sin Chew	500,000
Malaysia	The Star	1,400,000

¹ The circulation numbers listed below were reported to Signal IM by the individual publications listed. Accordingly, the circulation numbers may not be exact as some publications in emerging markets frequently conflate the terms "circulation" and "readership," thereby skewing circulation numbers higher than what they may actually be.

Country	Newspaper	Circulation ¹
Mexico	El Universal	300,000
Mexico	Diario Oficial	TBD
Morocco	Le Matin du Sahara et du Maghreb	75,000
Nigeria	Vanguard	120,000
Panama	El Siglo	25,000
Philippines	Philippines Daily Inquirer	260,000
Poland	Gazeta Wyborcza	151,000
Poland	Rzeczpospolita	38,000
Portugal	Jornal de Noticias	52,000
Russia	Moskovsky Komsomolets	930,000
Russia	Kommersant	130,000
Saudi Arabia	Arab News	51,000
Singapore	The Straits Times	365,000
Singapore	Business Times	31,000
South Africa	Isolezwe (Zulu)	72,000
South Africa	Sunday Times (English)	263,000
South Africa	Mercury	26,000
South Korea	Chosun Ilbo	1,800,000
Spain	El Pais	350,000
Spain	Expansion	24,000
Thailand	Post Today	320,000
Thailand	Thai Rhat	1,000,000
Turkey	Hürriyet	296,000
United Arab Emirates	Gulf News	91,000
United Kingdom	Daily Mail	1,500,000
United Kingdom	The Times	450,000
U.S. Virgin Islands	Virgin Islands Daily News	17,000
Vietnam	Tuoi Tre	500,000

Tab E

This is **Exhibit "E"** referred to in the
affidavit of **KEITH A. TEEL**
sworn before me this
5th day of October, 2017

A handwritten signature in blue ink, consisting of several loops and flourishes, positioned above a horizontal line.

A Commissioner for taking affidavits

Name	City	State	PostalCode	MMLType
416 AUTOMATION INC	MISSISSAUGA	ON	L4W 4T1	Vendor
A.P. Plasman	Windsor	ON	N9A 6J3	Vendor
ARMO TOOL LIMITED	LONDON	ON	N6P 1P2	Vendor
AUSTIN NITROGEN LLC	CARSELAND	AB	T0J 0M0	Vendor
A.V.GAUGE & FIXTURE	OLDCASTLE	ON	NOR 1L0	Vendor
A.V. Gauge & Fixture Inc.	OLDCASTLE	ON	NOR ILO	Vendor
AV GUAGE & FIXTURE INC	OLDCASTLE	ON	NOR 1L0	Vendor
AVTECH ELECTROSYSTEMS LTD	OTTAWA	ON	K2G0G3	Vendor
AVTECH ELECTROSYSTEMS LTD	OTTAWA	ON	K2C 3H4	Vendor
BABAK BAKHTIAR	RICHMOND HILL	ON	L4C 4L5	Vendor
BROCKWORTH INDUSTRIES LTD	ORILLIA	ON	L3V6H1	Vendor
BUCKLAND CUSTOMES BROKERS	ST THOMAS	ON	N5P 3R9	Vendor
Buckland Global Trade	Ontario	ON	N5P 3R9	Vendor
BUCKLAND GLOBAL TRADE	ST THOMAS	ON	N5P 3R9	Vendor
Buckland GLobal Trade	Ontario	ON	N5P 3R9	Vendor
BUCKLAND GLOBAL TRADE SERVICES INCORPORATED	ST THOMAS	ON	N5P 3R9	Vendor
BUCKLAND GLOBAL TRADE SVC	ST THOMAS	ON	N5P 3R9	Vendor
CAMI AUTOMOTIVE	INGERSOLL	ON	N5C 4A6	Vendor
CANADA DAMAGE RECOVERY	TORONTO	ON	M5W 1W9	Vendor
CARON TRANSPORTATION SYSTEMS	SHERWOOD PARK	AB	T8H 1N1	Vendor
CPK INTERIOR PRODUCTS	PORT HOPE	ON	L1A 1C4	Vendor
CPK Interior Products	PORT HOPE	ON	L1A3W4	Vendor
CPK INTERIOR PRODUCTS	PORT HOPE	ON	L1A 1C4	Vendor
CPK INTERIOR PRODUCTS	PORT HOPE	ON	L1A3W5	Vendor
FARHAT, DANIEL	WINDSOR	ON	N8T2Y9	Employee - Current
DIXON TOOL CO LTD	OLD CASTLE	ON	NOR 1L0	Vendor
DNA CONSULTANTS - DARREN	MILGROVE	ON	L0R 1V0	Vendor
ELECTROMAGNETIC WORKS INC	QUEBEC	QC	H4W2R3	Vendor
EMSCAN CORPORATION	CALGARY	AB	T2E 7E1	Vendor
DUTU, FLORINA M	WINDSOR	ON	N8R 1Z3	Employee - Current
FORD MOTOR COMP OF CANADA	OAKVILLE	ON	L2E 6X3	Vendor
FORTRESS TECHNOLOGY INC	TORONTO	ON	M1B 5N6	Vendor
GENERAL MOTORS OF CANADA	OSHAWA	ON	L1H8P7	Vendor
GENERAL MOTORS OF CANADA	INGERSOLL	ON	N5C 4A6	Vendor

GENTHERM CANADA LTD	WINDSOR	ON	N8W 5A6	Vendor
GOODENOUGH, GEORGE	ANCASTER	ON	L9G-252	Vendor
GREELEY	BOWMANVILLE	ON	L1C 1A2	Vendor
GREELEY CONTAINMENT AND REWORK INC	BOWMANVILLE	ON	L1C 1A2	Vendor
Guildline Instruments Ltd	Smiths Falls	ON	K7A 4S9	Vendor
Hayakawa Electronics	Oxford	MS	L7L 4X6	Top 50
ANG, HOCK LAY	WINDSOR	ON	N9B 3V8	Employee - Former
HONDA CANADA INC. GPCS	ALLISTON	ON	L9R 1A2	Vendor
HONDA CANADA INC. GPCS	ALLISTON	ON	L9R 1A2	Vendor
HONDA CANADA INC.	ALLISTON	ON	L9R 1A2	Vendor
HONDA OF CANADA MFG	ALLISTON	ON	L9R W1W	Vendor
HUYS INDUSTRIES LIMITED	WESTON	ON	M9L 1X9	Vendor
IG BAUERHIN	WINDSOR	ON	N8X 4G2	Vendor
IGB Automotive Ltd.	Windsor	ON	N8X 4G2	Contract Counterparty
KHAN, IMRAN	WINDSOR	ON	N9C4C1	Employee - Former
INOAC Interior Systems LP	St.Marys	ON	N4X 1B9	Vendor
NASH, JAFFER K	WINDSOR	ON	N9B 2R4	Employee - Current
NEWELL, JASON	LASALLE	ON	N9H2N6	Employee - Current
JESSE GARANT & ASSOCIATES	WINDSOR	ON	N8Y 3L1	Vendor
KEEN POINT INTERNATIONAL	Toronto	ON	M8X 2X2	Vendor
Kelly Services	Toronto	ON	M5W4E1	Vendor
LEAR CORPORATION - WHITBY	WHITBY	ON	L1N 7V4	Vendor
LIBRESTREAM TECHNOLOGIES	WINNEPEG	MB	R3T 5P4	Vendor
LIVINGSTON INTERNATIONAL	TORONTO	ON	M5W 1P1	Vendor
MANPOWER	BARRIE	ON	L4N 8W8	Vendor
MARKDOM PLASTIC PRODUCTS	TORONTO	ON	M1P 2C6	Vendor
MARKDOWN PLASTICS	SCARBOROUGH	ON	M1P 2C6	Vendor
MCCARTHY TETRAULT LLP	MONTREAL	QC	H3B 0A2	Vendor
MCCARTHY TETRAULT LLP	MONTREAL	QC	H3B 0A2	Vendor
MERIDIAN LIGHTWEIGHT TECHNOLOGIES	STRATHROY	ON	N7G 1H4	Vendor
SEWELL, MICHAEL R	WINDSOR	ON	N8Y-0A2	Employee - Current
MICROSYS TECHNOLOGIES	MISSISSAUGA	ON	L4V1M5	Vendor
MICROSYS TECHNOLOGIES	MISSISSAUGA	ON	L4V 1M5	Vendor
MICROSYS TECHNOLOGIES INC	MISSISSAUGA	ON	L4V 1M5	Vendor
Microsys Technologies Inc	MISSISSAUGA	ON	L4V 1M5	Vendor

MISSISSUAGA SEATING SYS	MISSISSAUGA	ON	L5T2S5	Vendor
MITCHELL PLASTICS	KITCHENER	ON	N2R 1S2	Vendor
FAHS, MOHAMAD	WINDSOR	ON	N9G 2T4	Employee - Current
MOLD-MASTERS	GEORGETOWN	ON	L7G 4X5	Vendor
MOLD MASTERS	GEORGETOWN	ON	L7G 4X5	Vendor
MONIKAS AUTO TRIM	KITCHENER	ON	N2K 1H2	Vendor
MPD CONTROL SYSTEMS, INC.	TORONTO	ON	M1B 3S4	Vendor
MSMS ENTERPRISES LTD	MISSISSAUGA	ON	L5S 1M5	Vendor
Multimatic	Markham	ON	L3R 5E5	Contract Counterparty
Multimatic Tech Center	Markham	ON	L3R 5E5	Vendor
Multi Niche Vehicle	Markham	ON	L3R 8B9	Vendor
NISSIN TRANSPORT INC	MISSISSAUGA	ON	L4Z 1P1	Vendor
NISSIN TRANSPORT INC	MISSISSAUGA	ON	L4Z 1P1	Vendor
Oetiker	Alliston	ON	L9R 1W7	Contract Counterparty
OETIKER LIMITED	ALLISTON	ON	L9R 1W7	Vendor
OETIKER LIMITED	ALLISTON	ON	L9R 1W7	Vendor
Oetiker Limited	Alliston	ON	L9R 1W7	Vendor
Oetiker, Ltd.	Alliston,	ON	L9R1W7	Vendor
ONTARIO DIE	KITCHENER	ON	N2M 2C9	Vendor
Phoenix Quality Inspections Inc	Oshawa	ON	L1J 2K5	Vendor
PHOENIX QUALITY	OSHAWA	ON	L1J 2K5	Vendor
PIELES TEMOLA SA DE CV	WINNEPEG	MB	R2Y 1L1	Vendor
PINE VALLEY PACKAGING LTD	UXBRIDGE	ON	L9R 1P1	Vendor
PLASTCOAT	BRAMPTON	ON	L6T 5S8	Vendor
POLYFORM	GRANDBY	QC	J2G3Z3	Vendor
PPD INDUSTRIES, INC.	WATERVILLE	QC	JOB 3HO	Vendor
Q 2 MANAGEMENT INC	NEWMARKET	ON	L3Y7V1	Vendor
QSS PRECISION COMP. INC.	BRAMPTON	ON	L7A1C7	Vendor
Qualtech Seating Systems	London	ON	N6N 1P4	Customer
QUALTECH SEATING SYSTEMS	LONDON	ON	N6N 1P4	Vendor
HAMMOUD, RACHID	WINDSOR	ON	N9E-4M4	Employee - Former
R.B.& W. CORP.	MISSISSAUGA	ON	L4W 1G7	Vendor
RELCO INC	TORONTO	ON	M9L 1T2	Vendor
ROYAL REED SCREW INC	OLD CASTLE	ON	NOR 1L0	Vendor
SIBER CIRCUITS INC	MARKHAM	ON	L3R 5J6	Vendor

POTTER, SIMON	MONTREAL, QUEBEC		H3B 0A2	Vendor
SPENCER ARL (ASSEMBLE RITE LTD)	WINDSOR	ON	N8T 3H5	Vendor
SPORTS SYSTEMS UNLIMITED	WATERLOO	ON	N2V 1N7	Vendor
STEALTH.COM	Woodbridge	ON	L4L 8H2	Vendor
STIKEMAN ELLIOTT LLP	OTTAWA	ON	K1P 6L2	Vendor
SUMMO CORP	BURLINGTON	ON	L7L 4X6	Vendor
SUMMO CORP	BURLINGTON	ON	L7L4X6	Vendor
SUMMO CORP	BURLINGTON	ON	L7L 4X6	Vendor
SUMMO STEEL TUBING	BURLINGTON	ON	L7L 4X6	Vendor
LEE, SUNGSOO	LASALLE	ON	N9J 3N2	Employee - Current
Sutts, Strosberg LLP	Windsor	ON	N8X 1K5	Top 50
T-AIRTECH	LEVIS	QC	G6K1N2	Vendor
TASUS CORPORATION	HAMILTON	ON	L8E 3C3	Vendor
TASUS CORPORATION-CANADA	HAMILTON	ON	L8E 3C3	Vendor
TFT GLOBAL INC	TILSONBURG	ON	N4G 5C4	Vendor
THE PIC GROUP LTD.	Oshawa	ON	L1H3V6	Vendor
TOYOTA MOTOR MFG CANADA	CAMBRIDGE	ON	N3H 5K2	Vendor
TOYOTA MOTOR MFG CANADA	CAMBRIDGE	ON	N3H 5K2	Vendor
TUFF BUILT PRODUCTS INC	WINNIPEG	MB	R2C 222	Vendor
TUV SUD CANADA INC	NEWMARKET	ON	L3Y 8T8	Vendor
UNIVERSITY OF ONTARIO	OSHAWA	ON	L1H 7K4	Vendor
UTI CANADA CONTRACT LOGIS	BRAMPTON	ON	L6T 5A3	Vendor
VOA CANADA INC.	COLLINGWOOD	ON	L9Y 4N6	Vendor
VOESTALPINE ROTEC SUMMO CORP	BURLINGTON	ON	L7L 4X6	Vendor
VOESTALPINE ROTEC SUMMO CORP - APODACA OPERATIONS	BURLINGTON	ON	L7L 4X6	Vendor
voestalpine Rotec Summo Corp	BURLINGTON	ON	L7L 4X6	Vendor
Volkswagen Group	Ajax	ON	L1D 7Q7	Contract Counterparty
VOLKSWAGEN GRP OF AMERICA	AJAX	ON	L1D 7Q7	Vendor
VWGoA CHATTANOOGA OPS LLC	AJAX	ON	L1S 7G7	Vendor
WARREN GIBSON LIMITED	ALLISTON	ON	L9R 1T9	Vendor
XE CORPORATION	NEWMARKET	ON	L379C3	Vendor
AIRETI, YILIYA	WINDSOR	ON	N9B 3J5	Employee - Current
ZHANG, ZHENYU	LACHINE, MONTREAL	QC	H8S 2S2	Vendor

Tab F

This is **Exhibit "F"** referred to in the
affidavit of **KEITH A. TEEL**
sworn before me this
5th day of October, 2017

A handwritten signature in blue ink, consisting of several overlapping loops and a long horizontal stroke at the end.

A Commissioner for taking affidavits

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

-----X	:	
In re	:	Chapter 11
TK HOLDINGS INC., <i>et al.</i> ,	:	Case No. 17-11375 (BLS)
Debtors. ¹	:	(Jointly Administered)
-----X	:	Re: Docket Nos. 15 and 105

**FINAL ORDER PURSUANT TO 11 U.S.C. §§ 105(a), 363(b), 503(b),
AND 507(a) AUTHORIZING THE DEBTORS TO (I) PAY PREPETITION
OBLIGATIONS OWED TO CERTAIN FOREIGN VENDORS AND LIEN
CLAIMANTS AND (II) GRANT ADMINISTRATIVE STATUS FOR
CERTAIN GOODS DELIVERED TO THE DEBTORS POSTPETITION**

Upon the motion, dated June 25, 2017 (the “*Motion*”),² of TK Holdings Inc. and its affiliated debtors, as debtors and debtors in possession (collectively, the “*Debtors*”), pursuant to sections 105(a), 363(b), 503(b), and 507(a) of title 11 of the United States Code (the “*Bankruptcy Code*”) for entry of interim and final orders authorizing the Debtors to (i) satisfy certain prepetition obligations owed to (a) certain vendors, suppliers, service providers, independent contractors, and other entities located outside of the United States (collectively, the “*Foreign Vendors*”), including claims for goods or materials and services provided to the Debtors, as well as foreign tax obligations, import and export fees, customs duties, or other similar fees related to such claims (collectively, the “*Foreign Claims*”), and (b) certain third

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, as applicable, are: Takata Americas (9766); TK Finance, LLC (2753); TK China, LLC (1312); TK Holdings Inc. (3416); Takata Protection Systems Inc. (3881); Interiors in Flight Inc. (4046); TK Mexico Inc. (8331); TK Mexico LLC (9029); TK Holdings de Mexico, S. de R.L. de C.V. (N/A); Industrias Irvin de Mexico, S.A. de C.V. (N/A); Takata de Mexico, S.A. de C.V. (N/A); and Strosshe-Mex, S. de R.L. de C.V. (N/A). Except as otherwise set forth herein, the Debtors’ international affiliates and subsidiaries are not debtors in these chapter 11 cases. The location of the Debtors’ corporate headquarters is 2500 Takata Drive, Auburn Hills, Michigan 48326.

² Capitalized terms used but not otherwise herein defined shall have the meanings ascribed to such terms in the Motion.

party shippers, warehousemen, vendors, and other service providers that could, on account of their prepetition claims (collectively, the “*Lien Claims*” and, together with the Foreign Claims, the “*Claims*”), potentially assert liens against the Debtors’ property for prepetition amounts that the Debtors owe to them (collectively, the “*Lien Claimants*” and, together with the Foreign Vendors, the “*Claimants*”); and (ii) (a) grant administrative priority status to all undisputed obligations of the Debtors arising from the postpetition delivery of goods ordered prior to the Petition Date (“*Prepetition Orders*”) and (b) authorize the Debtors to pay such obligations in the ordinary course of business, all as more fully set forth in the Motion; and upon consideration of the Caudill Declaration and the Simpton Declaration; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated February 29, 2012; and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to the parties listed therein, and it appearing that no other or further notice need be provided; and the Court having reviewed the Motion; and the Court having held a hearing on the Motion on June 27, 2017; and the Court having granted interim relief on the Motion on June 27, 2017 (Docket No. 105); and the Court having held a final hearing on the Motion on July 26, 2017; and all objections to the Motion having been withdrawn, resolved or overruled; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, creditors, and all parties in interests; and upon all

of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is granted on a final basis, as provided herein.
2. The Debtors are authorized, but not directed, pursuant to sections 105(a), 363(b), 503(b)(9), and 507(a)(8)(F) of the Bankruptcy Code, to satisfy all (i) Foreign Claims, including the Customs Duties, and (ii) Lien Claims, including the Shipping and Warehousing Charges, in an amount not to exceed \$16,280,000 and \$16,280,000, respectively, in the ordinary course of business.
3. Unless necessary and appropriate to avoid an immediate shutdown of the Debtors' operations or other similar exigent circumstances as determined by the Debtors in good faith and described in the notice discussed below, in which case the Debtors shall not provide less than twelve (12) hours' written email notice to the statutory committee of unsecured creditors and the statutory committee of tort claimant creditors (collectively, the "*Committees*") appointed in these Chapter 11 Cases, the Debtors shall provide three (3) business days' written notice to the Committees prior to making any payment of a Foreign Claim or Lien Claim in excess of \$250,000 to a particular Claimant, which notice shall include (i) the name of the Claimant, (ii) the amount of the proposed payment, (iii) estimated total Claim of such Claimant and whether the Debtors are aware of a Claim that could be asserted by such Claimant under section 503(b)(9) of the Bankruptcy Code, (iv) estimated payment date, (v) purpose of such payment, including any alternative vendors the Debtors considered, (vi) whether such Claimant has an existing contract with any Debtor, (vii) whether the Debtors and such Claimant have executed an agreement regarding the payment of a Claim and go-forward trade terms and

whether the Debtors are receiving less favorable terms than the Customary Trade Terms, and (viii) the Debtor payor(s). If a Committee timely objects to the payment of a Claim in excess of \$250,000, the Debtors shall not make such payment absent further order of this Court or written consent of the applicable Committee.

4. In exchange for payment of the Foreign Claims and Lien Claims, unless otherwise waived by the Debtors in their sole discretion, the Foreign Vendors and the Lien Claimants shall be required to continue to provide goods and services to the Debtors on the most favorable terms in effect between such Foreign Vendor or Lien Claimant and the Debtors in the twenty-four (24) month period preceding the Petition Date or on such other terms as the Foreign Vendor or the Lien Claimant and the Debtors may otherwise agree (the “*Customary Trade Terms*”). The Customary Trade Terms shall apply for the remaining term of the Foreign Vendors’ or Lien Claimants’ agreements with the Debtors, as long as the Debtors pay for the goods and services in accordance with the payment terms provided in the agreement.

5. The Debtors are authorized, but not directed, to obtain written verification, before issuing payment to a Foreign Vendor or Lien Claimant, that such Foreign Vendor or Lien Claimant will, if applicable, continue to provide goods and services to the Debtors on Customary Trade Terms for the remaining term of the Foreign Vendor’s or Lien Claimant’s agreement with the Debtors; *provided, however*, that the absence of such written verification shall not limit the Debtors’ rights hereunder.

6. If any Foreign Vendor or Lien Claimant is paid with respect to its Foreign Claim or Lien Claim and thereafter does not continue to provide goods or services to the Debtors on Customary Trade Terms, the Debtors reserve their rights to and may seek approval of this Court to (i) deem such payment to apply to postpetition amounts payable to such Foreign Vendor

or Lien Claimant, if applicable, or (ii) take any and all appropriate steps to cause such Foreign Vendor or Lien Claimant to repay payments made to it on account of its prepetition Foreign Claim or Lien Claim to the extent that such payments exceed the postpetition amounts then owing to such Foreign Vendor or Lien Claimant. Upon recovery by the Debtors, the Foreign Claim or the Lien Claim shall be reinstated as a prepetition claim in the amount recovered.

7. The Debtors are authorized, but not directed, to pay Lien Claimants, regardless of whether their claims arose prior to or after the Petition Date, if such Lien Claimants have perfected one or more liens in respect of such claims, or if the Debtors determine, in their business judgment, that the Lien Claimants are capable of perfecting such liens; *provided, however*, that no such payment shall be deemed to be a waiver of rights regarding the extent, validity, perfection, or possible avoidance of any such liens.

8. For any payments to Lien Claimants on account of liens obtained by the Lien Claimants, the Lien Claimants receiving the payments shall take whatever action is necessary to remove such liens, if any, at such Lien Claimant's sole cost and expense.

9. All undisputed obligations of the Debtors arising from the postpetition delivery or shipment by Vendors of goods under the Prepetition Orders are granted administrative expense priority status pursuant to section 503(b)(1)(A) of the Bankruptcy Code, and the Debtors are authorized, but not directed, to pay such obligations in the ordinary course of business consistent with the parties' customary practices in effect prior to the Petition Date.

10. The Debtors shall maintain a matrix summarizing (i) the name of each Claimant paid on account of its Claim, (ii) the amount paid by each Debtor payor to each Claimant on account of its Claim, (iii) the goods or services provided by such Claimant, and (iv) committed future payments to Claimants organized by each Debtor payor. This matrix shall be

provided on a bi-weekly basis, one week in arrears, to the Office of the United States Trustee for the District of Delaware and the professionals retained by the Committees; *provided, however*, that the matrix shall be considered confidential and shall be subject to the individual agreements between the Debtors and each of the Committees regarding the handling of confidential material in these Chapter 11 Cases.

11. Applicable banks and financial institutions are authorized, but not directed, at the Debtors' request, to receive, process, honor and pay, to the extent of funds on deposit, any and all checks issued or to be issued or electronic fund transfers requested or to be requested by the Debtors relating to the Foreign Claims and the Lien Claims.

12. The Debtors are authorized, but not directed, to issue new postpetition checks, or effect new electronic fund transfers, on account of the Foreign Claims and the Lien Claims to replace any prepetition checks or electronic fund transfer requests that may be lost, dishonored, or rejected as a result of the commencement of the Chapter 11 Cases.

13. Nothing contained in this Final Order or in the Motion is intended to be or shall be construed as (i) an admission as to the nature, validity, or priority of any claim against the Debtors, (ii) a waiver of (a) the Debtors', (b) the Committees', or (c) any other party in interest's rights to dispute any claim, or (iii) an approval or assumption of any agreement, contract, program, policy, or lease under section 365 of the Bankruptcy Code. Likewise any payment made pursuant to this Final Order is not intended to be and shall not be construed as an admission to the nature, validity, or priority of any claim or a waiver of the rights of the parties in clauses (ii)(a)-(ii)(c) of this paragraph 13 to dispute such claim subsequently.

14. Notwithstanding entry of this Final Order, nothing herein shall create, nor is intended to create, any rights in favor of or enhance the status of any claim held by, any party.

15. Notwithstanding anything to the contrary contained herein, any payment to be made, or authorization contained hereunder shall be subject to the same limitations and restrictions as are provided for in any order of this Court approving the Debtors' entry into any accommodation or similar agreements with the Consenting OEMs and granting the Consenting OEMs adequate protection in connection therewith (each a "*Adequate Protection Order*"). To the extent there is any conflict between this Final Order and any Adequate Protection Order, the terms of such Adequate Protection Order shall control. Entry of this Order is without prejudice to any rights or objections of either Committee with respect to any Adequate Protection Order(s), all of which are expressly preserved.

16. Notwithstanding the provisions of Bankruptcy Rule 6004(h), this Final Order shall be immediately effective and enforceable upon its entry.

17. The Debtors are authorized to take all steps necessary or appropriate to carry out this Final Order.

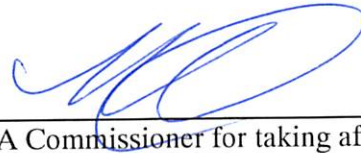
18. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Final Order.

Dated: July 26, 2017
Wilmington, Delaware


THE HONORABLE BRENDAN L. SHANNON
CHIEF UNITED STATES BANKRUPTCY JUDGE

Tab G

This is **Exhibit "G"** referred to in the
affidavit of **KEITH A. TEEL**
sworn before me this
5th day of October, 2017

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke, positioned above a horizontal line.

A Commissioner for taking affidavits

ORIGINAL

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

-----X
 :
In re : **Chapter 11**
 :
TK HOLDINGS INC., et al., : **Case No. 17-11375 (BLS)**
 :
Debtors.¹ : **(Jointly Administered)**
 :
 -----X **Re: Docket No. 12, 116**

**FINAL ORDER PURSUANT TO 11 U.S.C. §§ 105(a), 363(b), AND 507,
AND FED. R. BANKR. P. 6003 AND 6004 FOR AUTHORITY
TO (I) PAY PREPETITION WAGES, SALARIES, AND OTHER
COMPENSATION AND BENEFITS, AND (II) MAINTAIN EMPLOYEE BENEFIT
PROGRAMS AND PAY RELATED ADMINISTRATIVE OBLIGATIONS**

Upon the motion, dated June 25, 2017 (the “*Motion*”),² of TK Holdings Inc. and its affiliated debtors, as debtors and debtors in possession (collectively, the “*Debtors*”), pursuant to sections 105(a), 363(b), and 507 of title 11 of the United States Code (the “*Bankruptcy Code*”) and Rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the “*Bankruptcy Rules*”), for authority to (i) pay prepetition wages, salaries, employee benefits, and other compensation, (ii) maintain employee benefit programs and pay related administrative obligations, and (iii) authorize applicable banks and financial institutions to receive, honor, process and pay all checks issued or to be issued and electronic fund transfers requested or to be requested relating to the above, all as more fully set forth in the Motion; and upon consideration

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, as applicable, are: Takata Americas (9766); TK Finance, LLC (2753); TK China, LLC (1312); TK Holdings Inc. (3416); Takata Protection Systems Inc. (3881); Interiors in Flight Inc. (4046); TK Mexico Inc. (8331); TK Mexico LLC (9029); TK Holdings de Mexico, S. de R.L. de C.V. (N/A); Industrias Irvin de Mexico, S.A. de C.V. (N/A); Takata de Mexico, S.A. de C.V. (N/A); and Strosshe-Mex, S. de R.L. de C.V. (N/A). Except as otherwise set forth herein, the Debtors’ international affiliates and subsidiaries are not debtors in these chapter 11 cases. The location of the Debtors’ corporate headquarters is 2500 Takata Drive, Auburn Hills, Michigan 48326.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

of the Caudill Declaration; and this Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334, and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware* dated February 29, 2012; and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to the parties listed therein, and it appearing that no other or further notice need be provided; and this Court having reviewed the Motion; and this Court having held a hearing on the Motion on June 27, 2017; and this Court having granted interim relief on the Motion on June 27, 2017 (ECF No. 116); and this Court having held a final hearing on the Motion on July 26, 2017; and all objections to the Motion having been withdrawn, resolved or overruled; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, creditors, and all parties in interests; and upon all of the proceedings had before this Court and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is granted on a final basis, as provided herein.
2. The Debtors are authorized, but not directed, pursuant to sections 363(b), 507, and 105(a) of the Bankruptcy Code, to pay or otherwise honor all Prepetition Employee Obligations, including, without limitation, all Compensation Obligations, Employee Incentive Programs, Reimbursable Expenses, Withholding Obligations, Payroll Maintenance Fees, Severance Obligations, Mexico Union Obligations, Employee Benefit Programs, Foreign

Employee Programs, and Supplemental Workforce Obligations (which in each of the foregoing cases includes, without limitation, any costs and administrative expenses arising thereunder), that are due and payable and relate to the period prior to the Petition Date, without further order of this Court, in accordance with the Debtors' ordinary course of conduct and consistent with the Debtors' prepetition practices; *provided*, that the Debtors shall not make any payments pursuant to the PIP without further order of this Court; *provided further*, that any payments made pursuant to this Order on account of Prepetition Employee Obligations shall not, in the aggregate, exceed \$18,173,000.

3. The Debtors are authorized to pay or otherwise honor obligations that become due and owing after the Petition Date on account of the Employee Incentive Programs (other than the PIP); *provided, however*, that the Debtors shall provide the statutory committee of unsecured creditors and the statutory committee of tort claimant creditors (collectively, the "**Committees**") appointed in these Chapter 11 Cases with five (5) business days' written notice (the "**Notice Period**") prior to making any payment to an Employee under the General Retention Program or the Spot Awards Program that exceeds the estimated range of amounts to be paid to an Employee by a Debtor under such program as described in the Motion by more than twenty percent (20%) (a "**Proposed Action**"). Should either Committee object to the Proposed Action, such Committee may file an objection (an "**Objection**") to such Proposed Action within the Notice Period setting forth the basis for such Objection, which Objection shall be heard on an expedited basis. If an Objection is filed, the Debtors shall not take the Proposed Action unless and until such Objection is overruled or resolved by agreement between the Debtors and the objecting Committee. Notwithstanding the foregoing, an Employee's payout potential under an Employee Incentive Program may be increased without notice to the Committee solely as a

function of any promotion or pay increase granted to the Employee in the ordinary course of the Debtors' business.

4. The Debtors are further authorized, but not directed, pursuant to sections 105(a), 363(b), and 507 of the Bankruptcy Code to maintain and continue to honor and pay, in their sole discretion, all amounts owed in connection with the Debtors' Employee Wage and Benefit Programs as such were in effect as of the commencement of these Chapter 11 Cases and as such may be modified or supplemented from time to time in the ordinary course of business.

5. TK Holdings Inc. is further authorized, but not directed, to maintain and continue to honor and pay, in its sole discretion, bonus payments owed to eligible employees under that certain intellectual property bonus program (the "*IP Bonus Program*"), including prepetition bonus payments under the IP Bonus Program up to \$9,250; *provided, however*, that TK Holdings Inc. shall not pay any bonus payment under the IP Bonus Program that exceeds those thresholds established by TK Holdings Inc. under the IP Bonus Program as of July 24, 2017, which thresholds were disclosed to the Committees and the United States Trustee on July 24, 2017.

6. Notwithstanding anything herein to the contrary, during the pendency of the Chapter 11 Cases, the Debtors shall, by separate motion, obtain authority from the Court before (i) making any payments that may implicate section 503(c) of the Bankruptcy Code or (ii) making any payments under the 2016 Bonus Plans.

7. The Debtors are authorized to pay and otherwise honor all Reimbursable Expenses in the ordinary course, as and when due; *provided*, that the Debtors shall not accelerate payment of any Reimbursable Expenses prior to the respective payment date.

8. Applicable banks and financial institutions are authorized, but not directed, at the Debtors' request, to receive, process, honor and pay, to the extent of funds on deposit, any and all checks issued or to be issued or electronic fund transfers requested or to be requested by the Debtors relating to the Prepetition Employee Obligations.

9. The Debtors are authorized, but not directed, to issue new postpetition checks, or effect new electronic fund transfers, on account of the Prepetition Employee Obligations to replace any prepetition checks or electronic fund transfer requests that may be lost, dishonored, or rejected as a result of the commencement of the Chapter 11 Cases.

10. Notwithstanding anything to the contrary contained herein, any payment to be made, or authorization contained hereunder shall be subject to the same limitations and restrictions as are provided for in any order of this Court approving the Debtors' entry into any accommodation or similar agreements with the Consenting OEMs and granting the Consenting OEMs adequate protection in connection therewith (each a "*Adequate Protection Order*"). To the extent there is any conflict between this Final Order and any Adequate Protection Order, the terms of such Adequate Protection Order shall control. Entry of this Order is without prejudice to any rights or objections of either Committee with respect to any Adequate Protection Order(s), all of which are expressly preserved.

11. Nothing contained in this Final Order or in the Motion is intended to be or shall be construed as (a) an admission as to the nature, validity, or priority of any claim against the Debtors, (b) a waiver of (i) the Debtors', (ii) the Committees', or (iii) any other party in interest's rights to dispute any claim, or (c) an approval or assumption of any agreement, contract, program, policy, or lease under section 365 of the Bankruptcy Code. Likewise any payment made pursuant to this Final Order is not intended to be and shall not be construed as an

admission to the nature, validity, or priority of any claim or a waiver of the rights of the parties in clauses (b)(i)-(b)(iii) of this paragraph 10 to dispute such claim subsequently.


12. Notwithstanding entry of this Final Order, nothing herein shall create, nor is intended to create, any rights in favor of or enhance the status of any claim held by, any party.

13. Notwithstanding the provisions of Bankruptcy Rule 6004(h), this Final Order shall be immediately effective and enforceable upon its entry.

14. The Debtors are authorized to take all steps necessary or appropriate to carry out this Final Order.

15. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Final Order.

Dated: July 26, 2017
Wilmington, Delaware



THE HONORABLE BRENDAN L. SHANNON
CHIEF UNITED STATES BANKRUPTCY JUDGE

Tab H

This is **Exhibit "H"** referred to in the
affidavit of **KEITH A. TEEL**
sworn before me this
5th day of October, 2017



A Commissioner for taking affidavits

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

	-----X		
In re	:		Chapter 11
	:		
TK HOLDINGS INC., et al.,	:		Case No. 17-11375 (BLS)
	:		
Debtors.¹	:		(Jointly Administered)
	:		
	-----X		Re: Docket No. 6 and 113

FINAL ORDER PURSUANT TO 11 U.S.C. §§ 366 AND 105(a) (I) APPROVING DEBTORS’ PROPOSED FORM OF ADEQUATE ASSURANCE OF PAYMENT TO UTILITY COMPANIES, (II) ESTABLISHING PROCEDURES FOR RESOLVING OBJECTIONS BY UTILITY COMPANIES, AND (III) PROHIBITING UTILITY COMPANIES FROM ALTERING, REFUSING, OR DISCONTINUING SERVICE

Upon the motion, dated June 25, 2017 (the “*Motion*”),² of TK Holdings Inc. and its affiliated debtors, as debtors and debtors in possession (collectively, the “*Debtors*”), pursuant to sections 366 and 105(a) of title 11 of the United States Code (the “*Bankruptcy Code*”) and Rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the “*Bankruptcy Rules*”), for entry of an order: (i) approving the Debtors’ Proposed Adequate Assurance, (ii) establishing procedures for resolving objections by the Utility Companies relating to the adequacy of the Proposed Adequate Assurance, and (iii) prohibiting the Utility Companies from altering, refusing, or discontinuing service to the Debtors, all as more fully set forth in the Motion; and upon consideration of the Caudill Declaration; and this Court having jurisdiction to consider the

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, as applicable, are: Takata Americas (9766); TK Finance, LLC (2753); TK China, LLC (1312); TK Holdings Inc. (3416); Takata Protection Systems Inc. (3881); Interiors in Flight Inc. (4046); TK Mexico Inc. (8331); TK Mexico LLC (9029); TK Holdings de Mexico, S. de R.L. de C.V. (N/A); Industrias Irvin de Mexico, S.A. de C.V. (N/A); Takata de Mexico, S.A. de C.V. (N/A); and Strosshe-Mex, S. de R.L. de C.V. (N/A). Except as otherwise set forth herein, the Debtors’ international affiliates and subsidiaries are not debtors in these chapter 11 cases. The location of the Debtors’ corporate headquarters is 2500 Takata Drive, Auburn Hills, Michigan 48326.

² Capitalized terms used but not otherwise herein defined shall have the meanings ascribed to such terms in the Motion.

Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334, and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware* dated February 29, 2012; and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to the parties listed therein, and it appearing that no other or further notice need be provided; and this Court having reviewed the Motion; and this Court having held a hearing on the Motion on June 27, 2017; and this Court having granted interim relief on the Motion on June 27, 2017 (Docket No. 113); and this Court having held a final hearing on the Motion on July 26, 2017; and all objections to the Motion having been withdrawn, resolved or overruled; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, creditors, and all parties in interests; and upon all of the proceedings had before this Court and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is granted on a final basis, as provided herein.
2. The Proposed Adequate Assurance satisfies the requirements set forth in section 366 of the Bankruptcy Code.
3. Any Utility Company not in compliance with the below Adequate Assurance Procedures shall not be permitted to alter, refuse, or discontinue service or demand adequate assurance other than as provided in this Final Order:
 - a. If a Utility Company is not satisfied with the Proposed Adequate Assurance, it must serve a written request (a “*Request*”) upon the

following parties: (i) the Debtors c/o TK Holdings Inc., 2500 Takata Drive, Auburn Hills, Michigan 48326 (Attn: Amy Green); (ii) proposed counsel to the Debtors, (a) Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153 (Attn: Ronit J. Berkovich, Esq. and Nicholas J. Messana, Esq.), and (b) Richards, Layton & Finger, P.A., 920 N. King Street, Wilmington, Delaware 19801 (Attn: Amanda R. Steele, Esq. and Brett M. Haywood, Esq.); (iii) proposed counsel to the statutory committee of unsecured creditors (the "**Creditors' Committee**"), Milbank, Tweed, Hadley & McCloy LLP, 28 Liberty Street, New York, New York 10005 (Attn: Dennis F. Dunne, Esq., Abhilash M. Raval, Esq., and Tyson M. Lomazow, Esq.); and (iv) proposed counsel to the statutory committee of tort claimant creditors (the "**Tort Claimants' Committee**" and, together with the Creditors' Committee, the "**Committees**"), Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, Wilmington, DE 19801 (Attn: Laura Davis Jones, Esq.), and the Request must set forth (a) the location(s) for which Utility Services are provided, (b) the account number(s) for such location(s), (c) the outstanding balance for each account, (d) an explanation of why the Utility Company believes the Adequate Assurance Deposit is not adequate assurance of payment, and (e) a description of any deposits or other security currently held by the requesting Utility Company.

- b. If the Debtors, in their discretion, determine that a Request or any consensual agreement reached in connection therewith is reasonable, the Debtors, without further order of the Court, may enter into agreements granting additional adequate assurance to the Utility Company serving such Request and, in connection with such agreements, provide the Utility Company with additional adequate assurance of payment, including payments on prepetition amounts owing, cash deposits, prepayments, or other forms of security. On ten (10) days' notice to the affected Utility Company, the Debtors may reduce the amount of the Adequate Assurance Deposit by any amount allocated to a particular Utility Company to the extent consistent with any alternative adequate assurance arrangements mutually agreed to by the Debtors and the affected Utility Company. Notwithstanding anything to the contrary herein, the Debtors shall provide the Committees with five (5) calendar days' written notice (the "**Notice Period**") prior to providing a requesting Utility Company with additional adequate assurance in an amount equal to, or in excess of, \$50,000 (any such modification or action, a "**Proposed Modification**"). Should either Committee object to the Proposed Modification, such Committee may file an objection (an "**Objection**") to such Proposed Modification within the Notice Period setting forth the basis for such Objection, which Objection shall be heard on an expedited basis. If an Objection is filed, the Debtors shall not make the Proposed Modification unless and until such Objection is overruled or resolved by agreement between the Debtors and the objecting Committee.

- c. If the Debtors, in their discretion, determine that a Request is unreasonable, then they shall set the matter for hearing at the next regularly scheduled Omnibus hearing date in this case (the "***Determination Hearing***") pursuant to section 366(c)(3)(A) of the Bankruptcy Code before the Court to determine that the Proposed Adequate Assurance, plus any additional consideration offered by the Debtors, constitutes adequate assurance of payment.
 - d. Pending a resolution of the Request at the Determination Hearing, the Utility Company that is the subject of the unresolved Request may not alter, refuse or discontinue services to the Debtors.
4. The Adequate Assurance Deposit shall be deemed adequate assurance of payment, and any Utility Company that does not make a Request or otherwise comply with the Adequate Assurance Procedures shall be prohibited from altering, refusing, or discontinuing Utility Services, including as a result of the Debtors' failure to pay charges for prepetition Utility Services or to provide adequate assurance of payment in addition to the Proposed Adequate Assurance.
 5. The Adequate Assurance Deposit shall automatically, without further Court order, be available to the Debtors upon the effective date of a chapter 11 plan for the Debtors.
 6. The inclusion of any entity in, as well as any omission of any entity from, the Utility Services List, as attached hereto as Exhibit 1, shall not be deemed an admission by the Debtors that such entity is, or is not, a utility within the meaning of section 366 of the Bankruptcy Code, and the Debtors reserve all rights and defenses with respect thereto.
 7. The Debtors are authorized to amend the Utility Services List to the extent the Debtors terminate the services of any Utility Company or identify additional Utility Companies and this Final Order shall apply to any such Utility Company that is added to the Utility Services List; *provided, however*, that the Debtors shall file amendments or other

modifications to the Utility Services List with the Court and provide written notice to the Committees two (2) business days prior to the filing of such amendment or modification.

8. The Debtors shall increase the amount of the Adequate Assurance Deposit in the event an additional Utility Company is added to the Utility Services List by an amount equal to two (2) weeks of Utility Services provided by such additional Utility Company, calculated using the historical average for such payments during the past twelve (12) months.

9. The Debtors may terminate the services of any Utility Company and are immediately authorized to reduce the Adequate Assurance Deposit by the amount held on account of such terminated Utility Company.

10. The Debtors shall serve a copy of the Motion and this Final Order upon any Utility Company added to the Utility Services List.

11. The Debtors shall provide counsel to the Committees (a) on a weekly basis, one week in arrears, written reports of all payments made pursuant to this Final Order and (b) reasonable and timely access to information sufficient to enable the Committees to monitor payments made, obligations satisfied, and other actions taken pursuant to this Final Order.

12. Nothing contained in this Final Order or in the Motion is intended to be or shall be construed as (a) an admission as to the nature, validity, or priority of any claim against the Debtors, (b) a waiver of the rights of (i) the Debtors', (ii) the Committees', or (iii) any other party in interest's rights to dispute any claim, or (c) an approval or assumption of any agreement, contract, program, policy, or lease under section 365 of the Bankruptcy Code. Likewise any payment made pursuant to this Final Order is not intended to be and shall not be construed as an admission to the nature, validity, or priority of any claim or a waiver of the rights of the parties in clauses (b)(i)-(b)(iii) of this paragraph 12 to dispute such claim subsequently.

13. Notwithstanding entry of this Final Order, nothing herein shall create, nor is intended to create, any rights in favor of or enhance the status of any claim held by, any party.

14. Notwithstanding anything to the contrary contained herein, any payment to be made, or authorization contained hereunder shall be subject to the same limitations and restrictions as are provided for in any order of this Court approving the Debtors' entry into any accommodation or similar agreements with the Consenting OEMs and granting the Consenting OEMs adequate protection in connection therewith (each a "*Adequate Protection Order*"). To the extent there is any conflict between this Final Order and any Adequate Protection Order, the terms of such Adequate Protection Order shall control. Entry of this Final Order is without prejudice to any rights or objections of either Committee with respect to any Adequate Protection Order(s), all of which are expressly preserved.

15. Notwithstanding the provisions of Bankruptcy Rule 6004(h), this Final Order shall be immediately effective and enforceable upon its entry.

16. The Debtors are authorized to take all steps necessary or appropriate to carry out this Final Order.

17. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Final Order.

Dated: July 26, 2017
Wilmington, Delaware


THE HONORABLE BRENDAN L. SHANNON
CHIEF UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Utility Services List

Utility Services List

Utility Company	Address	Description of Utility Services	Account Number
Advanced Disposal	P.O. Box 74008047 Chicago, IL 60674-8047	Waste	V2007647 V2010545 V2018965 V2196019 V2196546 V2018966
Airespring	N/A	Telephone	1317685
AmeriGas	PO BOX 660288, DALLAS, TX ZIP : 75266-0288	Propane Gas	202617751
APS	PO Box 2906 Phoenix AZ USA	Electricity	4063980000 496944284
Ashbert Environmental Service	10937 Stacy Lane Corpus Christi TX US	Hazardous Waste pick up	000486-000
AT&T	N/A	Telephone	10007466674 10007901142 10011505715 10012417852 18000058554 18000062770 80028569830 MX0814 TAKATAKSA01 VPTKHI
AT&T (SBC)	N/A	Telephone	2104654128439 2483350153930 2483710024347 2483774893447 2484520308672 248R410454660 248R41100036 248R41101305 313S661584584 313S661602602 5175459535591 5863360158063 5863364095374 586R410163116 8307521172548 937R016798667
AT&T All In One Services	PO BOX 105068 Atlanta GA US	Telephone	030 376 9784 001

Utility Company	Address	Description of Utility Services	Account Number
AT&T Internet Services	N/A	Telephone	8310000802491 8310001009083 8310005468899 8310006200903
AT&T Mobility	PO BOX 6463 Carol Stream IL US	Cellular	287021616458 287017689318 287017689344 287017689368 287017689382 287019466015 287019587972 823987426
AT&T One Net	PO BOX 5094 Carol Stream IL US	Telephone	1000-87-5336
Axtel, S.A.B. de C.V.	Av. Valle Imperial # 8104 Parque Industrial Valle del Sur C.P. 77500, Baja California Mexico	Internet	202617751
CenturyLink	PO BOX 91155 Seattle WA US	Telephone	206-222-0059 448B 206-T03-0511 573B 509-762-6456 574B
CenturyLink	Business Services PO Box 52187 Phoenix, AZ 85072-2187	Telephone	87432761
CenturyLink	N/A	Telephone	5203641271284 5208054000079
CFE SUMINISTRADOR DE SERVICIOS BASICOS	Av. Paseo de la Reforma 164 Col Juarez C.P. 06600 FALSED.F. Mexico	Electricity	79 012 6047 6 8260 18 071 0154731 8260 18 071 0014794 2071206004 369071201141 100340433 1424322
City of Auburn Hills	Treasurer's Office 1827 N. Squirrel Rd Auburn Hills, MI 48326-2753	Water/Sewer	34400052444 43400052025
City of Del Rio	109 W. Broadway St Del Rio TX US	Water	46-012955-00
City Of Douglas	425 10th St Douglas AZ USA	Water	100278000
City of Eagle Pass	100 South Monroe, Eagle Pass, TX 78852	Compactor	001-0006000-107
City of Eagle Pass	100 South Monroe, Eagle Pass, TX 78852	Water	PAID BY PCARD
City of Moses Lake	PO BOX 1579 Moses Lake WA US	Water	50-0366.00 50-0383.00
City of Piqua	201 W Water St, Piqua, OH 45356	Electricity/Water/Sewer	033992-000 037409-000
Clean Harbors	1329 E. Wheeler Rd. Ste.103 Moses Lake WA US	Hazardous Waste	04-2698999

Utility Company	Address	Description of Utility Services	Account Number
Comcast	N/A	Telephone	8529101080038178 900016590
Comision Federal de Electricidad	Avenida Paseo de la Reforma #164 Mexico DF, MX	Electricity	82DB33F018200003
Compania Autoabastecedora de Gas Natural de AP, SA de CV	Avenida Juan F. Brittingham #311-C Torreon Coahuila MX	Natural Gas	408
Compania de Autoabastecedora de Gas Natural de Acuna SA de CV	Ave Juan F Brittingham #311-B Torreon Coah Mex	Natural Gas	N/A
Consolidated Communications	N/A	Telephone	7243520273
Consolidated Disposal	PO BOX 1154 Ephrata WA US	Garbage	710364
Consumers Energy	Payment Center PO Box 740309 Cincinnati, OH 45274-0309	Natural Gas	1000-2362-0147 1000-2362-0477 1000-0016-4986 1000-0010-1913 1030-1685-9508
CPS Energy	ATTN : TELLERS 7000 SAN PEDRO AVE ,City : SAN ANTONIO, TX ZIP :78216	Electric	300-0509-956 300-3590-842
CPS Energy	ATTN : TELLERS 7000 SAN PEDRO AVE ,City : SAN ANTONIO, TX ZIP :78216	Natural Gas	300-0509-953
Direct Energy Business	1001 Liberty Avenue Pittsburgh PA US	Electricity	1345536 1424322
DIRECTV	N/A	Telephone	058784620
DTE Energy	P.O. Box 740786 Cincinnati, OH 45274- 0786	Electricity	9100-142-8372-5 9100-122-8785-0 9100-210-2322-1 9100-142-8383-2 9100-241-1039-7 9100-409-7722-5 9100-005-4235-7 9100-005-4248-0
Ecogas de Mexico S. de R.L.	Av Tecnologico 4505 Chih. Chihuahua	Natural Gas	011693642
Ecoservicios del Norte SA de CV	Manantial No. 1494 Juarez Chihuahua	Hazardous Waste Pick up	609 060 700 529
Edenred Mexico SA de CV	Lago Rodolfo 29 Granada DF Mexico	Gasoline	2065896
Envirotech Systems	7343 E. Marginal Way S. Seattle WA US	Hazardous Waste	TKH1000
Gas licuado de Sabinas SA de CV	Carr Nacional 1055 Sabinas Hidalgo N.L. Mex	Propane Gas	N/A
Gas Total, S.A. de C.V.	Lib. Carlos Salinas de Gortari Km. 11.600 Col. Occidental C.P. 25616 FALSECoahuila Mexico	Propane Gas	000486-000
Gen Industrial SA de CV	Av, Churubusco #3890 Coyoacan Monterrey Nuevo Leon Mexico	Garbage/Hazardous Waste pick up	N/A
General Dynamics OTS	4174 County Rd. 180 Carthage MO US	Hazardous Waste	1147

Utility Company	Address	Description of Utility Services	Account Number
Grant County Public Utility District	PO BOX 878 Ephrata WA US	Electric	9685100000 0785100000
Green Mountain Energy	P.O. Box 328, Houston, TX 77001-0328	Electricity	8 000 100 506 - 7 9 694 417 - 8
Hidrogas de Agua Prieta SA de CV	Carretera a Nacozari KM 5 s/n Agua Prieta Sonora MX	Propane Gas	14
Howell Twp. Utilities	3525 Byron Road Howell, MI 48855	Water	0628301033
Inmobiliaria Bosques del Sur	Padre Mier # 439-A Centro Monterrey Nuevo Leon Mexico	Electricity	N/A
IP Matrix, SA de CV	Ave. Campos Eliseoa 9050 INT HI Col Fracc Campos Eliseos Juarez Chihuahua Mexico	Warehouse Connection	N/A
iPass Inc.	N/A	Telephone	1018087
Lakeside Disposal	2000 W Broadway Moses Lake WA US	Recycle	996856-002
M Of Arizona -Sierra Vista Hauling	PO Box 43350 Phoenix AZ USA	Waste Management	0005-76667-45005
Microsoft Azure	N/A	Telephone	TKHoldings
Norco	PO BOX 15299 Boise ID US	Propane	30094
NTT Communications	N/A	Telephone	11103596
Oakland County - WRC	One Public Works Dr. Bldg 95 West Waterford, MI 48328-1907	Water/Sewer	80761-00 80755-00
OOMAPAS	Calle 6 No. 1499 Agua Prieta Sonora MX	Water	9654-9660
PASA	Blvd. Antonio L. Rodriguez 1884 Pte T1 P8 Santa Maria Monterrey NL MX	Garbage/Hazardous Waste pick up	4580
Promotora Ambiental de la Laguna SA de CV	Andes 204 Coyoacan Monterrey Nuevo Leon	Garbage	369040500425 30153 40286
PSC LLC (Stericycle)	2727 Network P. Chicago IL US	Hazardous Waste	64138
Radio Movil Dipsa, S.A. de C.V.	Lago Zurich 245 col ampliacion granada C.P. 11529 FALSED.F. Mexico	Cellular	16-0002022 5 042813357 092716887
Radiomovil Dipsa SA de CV	Lateral Periferico de la Juventud 3204 Chih. Chihuahua	Cellular	361080300797 369130801131 361061102810
Radiomovil Dipsa, SA de CV	Boulevard Rosales No. 86 Hermosillo Sonora MX	Cellular	20513314
Red River Waste Solutions	1020 Virginia Del Rio TX US	Garbage	16-0002022 5
Republic Services	4542 SE Loop 410 San Antonio TX US	Garbage	A15548440
San Antonio Water Systems	PO BOX 2990, SAN ANTONIO, TX ZIP # 78299-2990	Water	000062171-0062172-0001
Semco Energy	1411 Third Street Suite A Port Huron, MI 48060	Natural Gas	0345734.500 0030773.501 0030774.501 0341134.505

Utility Company	Address	Description of Utility Services	Account Number
Servicio de Agua Y drenaje de Monterrey I.P.D.	Matamoros #1717 Pte Col Obispado Monterrey Nuevo Leon Mexico	Water	4003685-01 5703438-01 5703439-01 3313366-01
Servicio Excelsior SA de CV	Carr Presa la Amistad #1390 Acuna Coah Mex	Gasoline	N/A
Shell	Commerical OIL DEPT, 1820 E SKY HARBOR, SUITE 150, PHOENIX AZ, ZIP :85034	Gasoline	79 012 6047 6
Simas Torreon	Blvd Independencia 308 Pte Torreon Coahuila	Water	E144807
Sistema Intermunicipal de Aguas y Saneamiento de Monclova y Frontera	Blvd. Benito Juarez 418 1 y 3 Piso Col Palma C.P. 25730 FALSECOahuila Mexico	Water	1345536
Sistema Municipal de Aguas y Saneamiento de Acuna, Coahuila	Galeana # 499 Acuna Coah Mex	Water	00011259
Sistema Municipal de Aguas y Saneamiento de Torreon	Blvd Independencia 308 Pte, Col. Primero de Cobian Centro C.P. 27000 Monterrey Coahuila MX	Water	2065896 1
Southwest Gas Corporation	PO Box 9890 Las Vegas NV USA	Propane Gas	473-0189559-022
Spectrum Online Services	PO BOX 2495 Moses Lake WA US	Internet	1010
Telefonos de Mexico SAB de CV	Parque Via #190, Piso 10°, Colonia Cuauhtémoc Mexico Mexico DF Mexico	Telephone	0V28519
Telefonos de Mexico, S.A de C.V.	Parque via 198 col Cuauhtemoc C.P. 06500 FALSED.F. Mexico	Telephone	46-012955-00 0F04693 0V02680
Telekom Deutschland Gmbh	N/A	Telephone	5901030000608
Tesoreria de la Federacion	N/A	Water	N/A
Time Warner Cable	PO Box 70872 Charlotte NC 28272-0872	Telephone/Internet	202-244133201-001
Time Warner Cable	PO Box 460849 San Antonio TX us	Cable	8260 18 071 0154731 8260 18 071 0174325 8260 18 071 0014794
Vectren Energy Delivery	PO Box 6262, Indianapolis, IN 46206	Natural Gas	03-400435892-2547179 7
Verizon	PO Box 4001, Acworth, GA 30101	Telephone	687009160-00002
Verizon Wireless	N/A	Telephone	68700916000001 68700916000003
Village of Romeo	121 W. St. Clair Romeo, MI 48065-1244	Water/Sewer	PEYC-000111-0000-01
Waste Management	PO Box 4648 Carol Stream, IL 60197-4648	Waste	15-71660-13008
West Unified Communications Svc Inc	N/A	Telephone	894107

Exhibit B

Blackline

Tab I

This is **Exhibit "I"** referred to in the
affidavit of **KEITH A. TEEL**
sworn before me this
5th day of October, 2017



A Commissioner for taking affidavits

ORIGINAL

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

	X	
	:	
In re	:	Chapter 11
	:	
	:	
TK HOLDINGS INC. et al.,	:	Case No. 17-11375 (BLS)
	:	
Debtors.¹	:	(Jointly Administered)
	:	
	X	Re: Docket Nos. 7 and 112

**FINAL ORDER PURSUANT TO 11 U.S.C. §§ 105(a), 363(b), 507(a), AND 541 AND FED.
R. BANKR. P. 6003 AND 6004 AUTHORIZING DEBTORS TO (I) PAY CERTAIN
PREPETITION TAXES AND ASSESSMENTS, AND (II) AUTHORIZE BANKS TO
HONOR AND PROCESS RELATED CHECKS AND TRANSFERS**

Upon the motion (the “*Motion*”),² dated June 25, 2017 (as supplemented on July 24, 2017 (Docket No. 300) (the “*Motion Supplement*”), of TK Holdings Inc. and its affiliated debtors, as debtors and debtors in possession (collectively, the “*Debtors*”), pursuant to sections 105(a), 363(b), 507(a), and 541 of title 11 of the United States Code (the “*Bankruptcy Code*”) and Rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the “*Bankruptcy Rules*”), for authority to (i) pay all Taxes and Assessments that arose prior to the Petition Date and (ii) authorize applicable banks and financial institutions to receive, honor, process and pay all checks issued or to be issued and electronic fund transfers requested or to be requested relating to the above, all as more fully set forth in the Motion; and upon consideration of the

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, as applicable, are: Takata Americas (9766); TK Finance, LLC (2753); TK China, LLC (1312); TK Holdings Inc. (3416); Takata Protection Systems Inc. (3881); Interiors in Flight Inc. (4046); TK Mexico Inc. (8331); TK Mexico LLC (9029); TK Holdings de Mexico, S. de R.L. de C.V. (N/A); Industrias Irvin de Mexico, S.A. de C.V. (N/A); Takata de Mexico, S.A. de C.V. (N/A); and Strosshe-Mex, S. de R.L. de C.V. (N/A). Except as otherwise set forth herein, the Debtors’ international affiliates and subsidiaries are not debtors in these chapter 11 cases. The location of the Debtors’ corporate headquarters is 2500 Takata Drive, Auburn Hills, Michigan 48326.

² Capitalized terms used but not otherwise herein defined shall have the meanings ascribed to such terms in the Motion.

Caudill Declaration; and this Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334, and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware* dated February 29, 2012; and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to the parties listed therein, and it appearing that no other or further notice need be provided; and this Court having reviewed the Motion; and this Court having held a hearing on the Motion on June 27, 2017; and this Court having granted interim relief on the Motion on June 27, 2017 (Docket No. 112); and this Court having held a final hearing on the Motion on July 26, 2017; and all objections to the Motion having been withdrawn, resolved or overruled; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, creditors, and all parties in interests; and upon all of the proceedings had before this Court and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is granted on a final basis, as provided herein.
2. The Debtors are authorized, but not directed, pursuant to sections 105(a), 363(b), 507(a), and 541 of the Bankruptcy Code, to satisfy all Taxes and Assessments due and owing to the Taxing Authorities, including, without limitation, those Taxing Authorities listed on **Exhibit C** to the Motion, that arose prior to the Petition Date, including, without limitation, the Inadvertent Withholding VAT Payment (as defined in the Motion Supplement) as well as all

Taxes and Assessments subsequently determined upon audit or otherwise to be owed for periods prior to the Petition Date; *provided* that the aggregate amount shall not exceed \$6,996,200.

3. Applicable banks and financial institutions are authorized, but not directed, at the Debtors' request, to receive, process, honor and pay, to the extent of funds on deposit, any and all checks issued or to be issued or electronic fund transfers requested or to be requested by the Debtors relating to the Taxes and Assessments.

4. The Debtors are authorized, but not directed, to issue new postpetition checks, or effect new electronic fund transfers, on account of the Taxes and Assessments to replace any prepetition checks or electronic fund transfer requests that may be lost, dishonored, or rejected as a result of the commencement of the Chapter 11 Cases.

5. Nothing contained in this Final Order or in the Motion is intended to be or shall be construed as (a) an admission as to the nature, validity, or priority of any claim against the Debtors, (b) a waiver of (i) the Debtors', (ii) the statutory committee of unsecured creditors' (the "*Creditors' Committee*"), (iii) the statutory committee of tort claimant creditors' (the "*Tort Claimants' Committee*" and, together with the Creditors' Committee, the "*Committees*"), or (iv) any other party in interest's rights to dispute any claim, or (c) an approval or assumption of any agreement, contract, program, policy, or lease under section 365 of the Bankruptcy Code.

Likewise any payment made pursuant to this Final Order is not intended to be and shall not be construed as an admission to the nature, validity, or priority of any claim or a waiver of the rights of the parties in clauses (b)(i)-(b)(iv) of this paragraph 5 to dispute such claim subsequently.

6. The Debtors shall maintain a matrix (the "*Tax Payment Matrix*") containing (a) the name of each Tax Administrator and Taxing Authority that receives payment on account of Taxes and Assessments, (b) the amount of each such payment, and (c) a reasonably detailed description of the nature and basis of the purported obligation paid. The

Debtors shall provide the Tax Payment Matrix on a monthly basis to (a) the Office of the United States Trustee for the District of Delaware (Attn: David L. Buchbinder), (b) Milbank, Tweed, Hadley & McCloy LLP (Attn: Dennis F. Dunne, Abhilash M. Raval, and Tyson M. Lomazow), as proposed counsel to Creditors' Committee, and (c) Pachulski Stang Ziehl & Jones LLP (Attn: Laura Davis Jones), as proposed counsel to the Tort Claimants' Committee.

7. Notwithstanding entry of this Final Order, nothing herein shall create, nor is intended to create, any rights in favor of or enhance the status of any claim held by, any party.

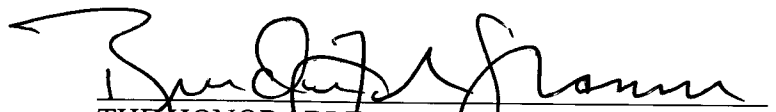
8. Notwithstanding anything to the contrary contained herein, any payment to be made, or authorization contained hereunder shall be subject to the same limitations and restrictions as are provided for in any order of this Court approving the Debtors' entry into any accommodation or similar agreements with the Consenting OEMs and granting the Consenting OEMs adequate protection in connection therewith (each a "*Adequate Protection Order*"). To the extent there is any conflict between this Final Order and any Adequate Protection Order, the terms of such Adequate Protection Order shall control. Entry of this Final Order is without prejudice to any rights or objections of either Committee with respect to any Adequate Protection Order(s), all of which are expressly preserved.

9. Notwithstanding the provisions of Bankruptcy Rule 6004(h), this Final Order shall be immediately effective and enforceable upon its entry.

10. The Debtors are authorized to take all steps necessary or appropriate to carry out this Final Order.

11. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Final Order.

Dated: July 26, 2017
Wilmington, Delaware



THE HONORABLE BRENDAN L. SHANNON
CHIEF UNITED STATES BANKRUPTCY JUDGE

Tab J

This is **Exhibit "J"** referred to in the
affidavit of **KEITH A. TEEL**
sworn before me this
5th day of October, 2017

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke, positioned above a horizontal line.

A Commissioner for taking affidavits

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

-----X
:

In re : **Chapter 11**
:

TK HOLDINGS INC., et al., : **Case No. 17-11375 (BLS)**
:

Debtors.¹ : **(Jointly Administered)**
:

-----X **Re: Docket No. 168**

ORDER PURSUANT TO 11 U.S.C. §§ 105(a), 327, 328, AND 330 AUTHORIZING THE DEBTOR TO EMPLOY PROFESSIONALS USED IN THE ORDINARY COURSE OF BUSINESS NUNC PRO TUNC TO THE PETITION DATE

Upon the motion, dated July 7, 2017 (the “*Motion*”),² of TK Holdings Inc. and its affiliated debtors, as debtors and debtors in possession (collectively, the “*Debtors*”), pursuant to sections 105(a), 327, 328, and 330 of title 11 of the United States Code (the “*Bankruptcy Code*”), Rule 2014 of the Federal Rules of Bankruptcy Procedure (the “*Bankruptcy Rules*”) and Rule 2014–1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “*Local Rules*”), for authority to (i) establish certain procedures to retain and compensate those professionals that the Debtors employ in the ordinary course of business (each, an “*Ordinary Course Professional*” and, collectively, the “*Ordinary Course Professionals*”), effective as of the Petition Date, without the submission of separate retention applications and issuance of separate retention orders for each individual

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, as applicable, are: Takata Americas (9766); TK Finance, LLC (2753); TK China, LLC (1312); TK Holdings Inc. (3416); Takata Protection Systems Inc. (3881); Interiors in Flight Inc. (4046); TK Mexico Inc. (8331); TK Mexico LLC (9029); TK Holdings de Mexico, S. de R.L. de C.V. (N/A); Industrias Irvin de Mexico, S.A. de C.V. (N/A); Takata de Mexico, S.A. de C.V. (N/A); and Strosshe-Mex, S. de R.L. de C.V. (N/A). Except as otherwise set forth herein, the Debtors’ international affiliates and subsidiaries are not debtors in these chapter 11 cases. The location of the Debtors’ corporate headquarters is 2500 Takata Drive, Auburn Hills, Michigan 48326.

² Capitalized terms used but not otherwise herein defined shall have the meanings ascribed to such terms in the Motion.

Ordinary Course Professional and (ii) compensate and reimburse such professionals without individual fee applications, all as more fully set forth in the Motion; and upon consideration of the Caudill Declaration; and this Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334, and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware* dated February 29, 2012; and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to the parties listed therein, and it appearing that no other or further notice need be provided; and this Court having reviewed the Motion; and this Court having held a hearing on the Motion; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, creditors, and all parties in interest; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is granted as provided herein.
2. The Debtors are authorized to retain, compensate, and reimburse Ordinary Course Professionals, including, without limitation, those professionals listed on the OCP List annexed hereto as **Exhibit 1**, effective as of the Petition Date in accordance with the following approved procedures (the "**Procedures**"):
 - a. Within thirty (30) days after the later of (i) the entry of this Order and (ii) the date on which the Ordinary Course Professional commences services for the Debtors, each Ordinary Course Professional will provide the following to the Debtors' counsel: (a) a declaration (the "**OCP**

Declaration”), substantially in the form attached hereto as **Exhibit 2**, certifying that the Ordinary Course Professional does not represent or hold any interest adverse to the Debtors or their estates with respect to the matter(s) on which such professional is to be employed and (b) a completed retention questionnaire (the “*Retention Questionnaire*”), substantially in the form attached hereto as **Exhibit 3**.

- b. Upon receipt of the OCP Declaration and Retention Questionnaire, the Debtors will file the same with the Court with copy served on: (i) the Office of the United States Trustee for the District of Delaware (the “*U.S. Trustee*”), (ii) proposed counsel to the statutory committee of unsecured creditors and the statutory committee of tort claimant creditors (collectively, the “*Committees*”), and (iii) counsel to the Consenting OEMs (collectively, the “*Reviewing Parties*”).
- c. Any party in interest will have fourteen (14) days following the date of service to notify Debtors’ counsel, in writing, of any objection to the retention based on the contents of the OCP Affidavit and/or Retention Questionnaire (the “*Objection Deadline*”). If no objection is filed and served before the Objection Deadline, the retention and employment of such Ordinary Course Professional shall be deemed approved without further order of the Court.
- d. If an objection is filed by the Objection Deadline and such objection cannot be resolved within twenty-one (21) days after the Objection Deadline, the matter will be scheduled for adjudication by the Court.
- e. No Ordinary Course Professional may be paid any amount for invoiced fees and expenses until such Ordinary Course Professional has been retained in accordance with these Procedures.
- f. Once the Debtors retain an Ordinary Course Professional in accordance with these Procedures, the Debtors may pay such Ordinary Course Professional 100% of the fees and 100% of the disbursements incurred, upon the submission to, and approval by, the Debtors of an appropriate invoice setting forth in reasonable detail the nature of the services rendered and expenses actually incurred (without prejudice to the Debtors’ right to dispute any such invoices); *provided, however*, that (a) the Ordinary Course Professional’s total compensation and reimbursement will not exceed \$50,000 per month on average over any three-month period on a rolling basis (the “*Monthly Fee Cap*”) and (b) the total compensation and reimbursement for all Ordinary Course Professionals will not exceed a combined total of \$2,000,000 per month on average over any three-month period on a rolling basis (the “*Aggregate Monthly Fee Cap*” and, together with the Monthly Fee Cap, the “*Fee Caps*”); *provided, however*, that the Fee Caps may be increased either (y) with the consent of the Committees or (z) by further order of the Court.

- g. In the event that an Ordinary Course Professional seeks more than the Monthly Fee Cap for any month during these Chapter 11 Cases, such Ordinary Course Professional will file a fee application, to be heard on notice, for the amount of its fees and expenses in excess of the Monthly Fee Cap, in accordance with sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. 330 for Attorneys in Larger Chapter 11 Cases*, effective November 1, 2013 (the “*U.S. Trustee Guidelines*”), and all Orders of the Court.
 - h. If the Debtors seek to retain an Ordinary Course Professional not already listed on **Exhibit 1** hereto, the Debtors will file with the Court and serve upon the Reviewing Parties a notice listing those Ordinary Course Professionals to be added to the OCP List (the “*OCP List Supplement*”), along with the OCP Declaration and Retention Questionnaire for any professional so added to the OCP List.
 - i. If no objection to the OCP List Supplement is filed with the Court and served upon the Debtors’ counsel, as set forth above, so as to be actually received within fourteen (14) days after the service thereof, the list will be deemed approved by the Court in accordance with the provisions of this Motion and without the need for a hearing or further Court order. Any Ordinary Course Professionals retained pursuant to the OCP List Supplement will be paid in accordance with the terms and conditions set forth in the paragraphs above.
3. The OCP Declaration, substantially in form attached hereto as **Exhibit 2**, and Retention Questionnaire, substantially in the form attached hereto as **Exhibit 3**, are both approved.
 4. If an Ordinary Course Professional held a retainer as of the Petition Date, then the Ordinary Course Professional shall disclose the amount of the retainer in the OCP Declaration. The Ordinary Course Professional may apply its prepetition retainer against any prepetition claims once its retention and employment is approved.
 5. The entry of this Order and approval of the Procedures does not affect the Debtors’ ability to (i) dispute any invoice submitted by an Ordinary Course Professional and

(ii) retain additional Ordinary Course Professionals from time to time as the need arises, and the Debtors reserve all of their rights with respect thereto.

6. Nothing contained in this Order or in the Motion is intended to be or shall be construed as (a) an admission as to the validity of any claim against the Debtors, (b) a waiver of the Debtors' or any appropriate party in interest's rights to dispute any claim, or (c) an approval or assumption of any agreement, contract, program, policy, or lease under section 365 of the Bankruptcy Code. Likewise any payment made pursuant to this Order is not intended to be and shall not be construed as an admission to the validity of any claim or a waiver of the Debtors' rights to dispute such claim subsequently.

7. The Debtors are authorized to take all steps necessary or appropriate to carry out this Order.

8. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

Dated: July 26, 2017
Wilmington, Delaware


THE HONORABLE BRENDAN L. SHANNON
CHIEF UNITED STATES BANKRUPTCY JUDGE

Exhibit 1**OCP List**

Professional	Address	Description of Services
Acro Technologies de la Laguna	Av. Pdte. Carranza # 1554 Ote. Zona Centro C.P. Torreon Coahuila 27000 Mexico	Consultant – Microbiological Analysis and Risk Identification
AECOM	12120 Shamrock Plaza, STE 10 Omaha, NE 68154	Consultant – Environmental/Safety Compliance Assessments
Beacon Hill Staffing Group	152 Bowdoin Street Boston, MA 02108	Consultant – Document Review Services and Staffing Assistance
Bradley Arant Boult Cummings LLP	One Federal Place 1819 5th Avenue N Birmingham, AL 35203	Legal Professional – Product Litigation
Brian O'Neil	39 Sundew Rd Savannah, GA 31411	Consultant – Joint Honda / Takata Audit of Inflator Test Data
Bryan, Gonzalez Vargas & Gonzales Baz S.C.	P.O. Box 1501 El Paso, TX 79948	Legal Professional – Mexican General Corporate Counsel
BSI America	13910 Collections Center Chicago, IL 60693	Audit and Tax Professional – Quality and Environmental System Audits
BSI Group Mexico, S. de R.L. de C.V.	Paseo de la Reforma #505 Suite C Piso 41 Mexico DF 06500 Mexico	Audit and Tax Professional – Quality and Environmental System Audits
Butzel Long	150 W. Jefferson Suite 900 Detroit, MI 48226	Legal Professional – Michigan Local Counsel, Employment Matters
C.P. & A., S.C.	Vicente Ferrara #2180 Col. Obispado Monterrey, Nuevo Leon CP 64060 Mexico	Audit and Tax Professional – Mexican VAT Refund Preparation
Campbell & Campbell Consulting LLC	5572 Arbor Bay Ct. Brighton, MI 48116	Consultant – Joint Honda / Takata Audit of Inflator Test Data
Carlton Fields Jorden Burt LLP	4221 W Boy Scout Blvd. #1000 Tampa, FL 33601-3239	Legal Professional – MDL Litigation Local Counsel
Cerros Romero Jose Guadalupe	Celaya 2376 Fracc Guanajuato Saltillo, Coahuila CP 25280 Mexico	Consultant – SEDENA Permits

Professional	Address	Description of Services
Children's Hospital of Philadelphia	3535 Market St. Philadelphia, PA 19104	Consultant – Research and Development
CNG Advisors, LLC	12082 Kinsley Pl Reston, VA 20190	Consultant – Public Affairs
Comeau, Maldegen, Templeman & Indall, LLP	Coronado Building 141 Palace Avenue Santa Fe, NM 87504	Legal Professional – New Mexico Litigation Local Counsel
Complete Discovery Source	345 Park Avenue New York, NY 10154	Consultant – Data Hosting and Document Services
De los Santos Bravo SC	Paseo de las Magnolias 1273-1 Resid. Tabachines Zapopan JA 45188 Mexico	Audit and Tax Professional – General
Dechert LLP	2929 Arch Street Philadelphia, PA 19104	Legal Professional – National Litigation Counsel, PHMSA Investigation
Dennemeyer & Associates	6990 Columbia Gateway Drive Suite 360 Columbia, MD 21046	Legal Professional – Intellectual Property Prosecution
Dickinson-Wright PLLC	350 S. Main Street Suite 300 Ann Arbor, MI 48104	Legal Professional – Labor and Welfare Plans Advice
DNV GL Business Assurance Zertifizierung und Umweltgutachter GmbH	Monoka Knopp Umwel Tgutachter GmbH Schieringshof 14 Essen 45329 Germany	Audit and Tax Professional – Quality Management System Audit
Dramako SC	Fernando Montes De Oca 126, Col Condesa Mexico D.F. 6140 Mexico	Legal Professional – Litigation Support
Dudley Topper & Feuerzeig LLP	1000 Frederiksberg Gade P.O. Box 756 St. Thomas VI 00802	Legal Professional – Virgin Islands Litigation Local Counsel
FTI Consulting Canada Inc.	79 Wellington St W Suite 2010 Toronto, ON M5K 1G8 Canada	Consultant – Canadian Recognition Proceeding Advice
Goldberg Segalla	665 Main St. Buffalo, NY 14203	Legal Professional – Product Litigation

Professional	Address	Description of Services
Goodsill Anderson Quin & Stifel LLP	1099 Alakea Street, 1800 ALII Place Honolulu, HI 96813	Legal Professional – Hawaii Litigation Local Counsel
Gordon Rees Scully Mansukhani, LLP	1300 I Street, NW Suite 825 Washington, DC 20005	Legal Professional – Intellectual Property Litigation Counsel
Grant Thornton LLP	33570 Treasury Center Chicago, IL 60694	Consultant – Inflator Test Data Analysis
Howard And Howard	450 W. 4th Street Royal Oak, MI 48067	Legal Professional – General Corporate Advice
Incite Informatics	37000 Grand River, Suite 310 Farmington Hills, MI 48335	Consultant – Information Technology
Javier Olazabal Asociados SC	Leandro Valle 373 Col Centro 27000 Torreón Coahuila de Zaragoza Mexico	Legal Professional – Labor and Payroll Advice
Juridico Laboral Vargas y Asociados, S.C.	#594 Fracc Camino Real Zapopan JA 45040 Mexico	Legal Professional – Labor Contract Matters
Katten Temple LLP	542 S Dearborn ST 14FL Chicago, IL 60605	Legal Professional – Quality Assurance Panel Counsel
Kenneth N. Weinstein LLC	13511 Cedar Creek Lane Silver Spring, MD 20904 Dept. 0970 PO Box 120001 Dallas, TX 75312-0970	Legal Professional – NHTSA Counsel to Company
KPMG	303 East Wacker Drive Chicago, IL 60601 Dept. 0608 P.O. Box 120001 Dallas, TX 75312-0608 P.O. Box 120608 Dept. 0608	Audit and Tax Professional – Inpat/Expat, Mexico Commuter and Japanese Program Tax Service, Various Valuation Services (company, goodwill, etc.)

Professional	Address	Description of Services
Lamb & Lerch	Dallas, TX 75312-0608 303 Peachtree Street Suite 2000 Atlanta, GA 30308	Consultant – Reports, Reviews, and Reconciliations for Foreign Trade Zone Activities
Lavin, O’Neil, Cedrone & Disipio	233 Broadway Suite 2702 New York, NY 10279	Legal Professional – Intellectual Property
LC Begin & Associates	190 North Independence Mall West Philadelphia, PA 19106	Legal Professional – Intellectual Property
Lopez Aguilar Eleuterio	510 Highland Ave. Milford, MI 48381	Legal Professional – Labor Litigation Counsel
McCarthy Tetrault LLP	Hidalgo 612 Sur Zona Centro Monclova, Coah CO 25700 Mexico	Legal Professional – Canadian Class Action Litigation Counsel
McDonald Hopkins Plc	1000 de la Gauchetiere St Suite 2500 Montreal QC H3B 0A2 Canada	Legal Professional – Employment Matters
Mercer Human Resource Consulting SA	39533 Woodward Ave. Suite 318 Bloomfield Hills, MI 48304	Consultant – Human Resources
Meunier Carlin & Curfman, LLC	Av. Paseo de la Reforma, No. 505 Piso 11 y 12 Cuauhtemoc , Cuauhtemoc, C.P. 06500, Mexico Distrito Ferderal Mexico	Legal Professional – Intellectual Property
Michael Finkelstein & Associates	817 W. Peachtree Street Suite 900 Atlanta, GA 30308	Consultant – NHTSA Monitoring
Miller, Canfield, Paddock, and Stone, PLC	9406 Wildoak Drive Bethesda, MD 20814	Legal Professional – Federal Criminal Investigation Local Counsel
Pillsbury Winthrop Shaw Pittman LLP	150 W. Jefferson Ave Ste. 2500 Detroit, MI 48226	Legal Professional – Insurance Coverage Advice
Plante & Moran LLC	1200 Seventeenth Street NW Washington, D.C. 20036 26300 NW Highway Southfield, MI 48076	Legal Professional – Employee Welfare Benefit Plan and Network Security Assessment

Professional	Address	Description of Services
Plybon & Associates	Suite 101 6518 Airport Center Drive Greensboro, NC 27409-9606	Consultant – Benefits/Actuarial Calculations
Ramos Vasquez & Associates	Priv. Santa Elena #184 Col. Fracc. Portales de Aragon Saltillo, Coahuila 26200 Mexico	Legal Professional – Labor Litigation Counsel
Sard Verbinen & Co.	630 Third Avenue New York, NY 10017	Consultant – Communications and Public Relations Strategy
Sindicato Nacional de Trabajadores	1228 4 Colonia Topo Chico Saltillo, Coahuila 25284 Mexico	Legal Professional – Union Matters
Smith Amundsen LLC	150 N Michigan Ave, Suite 3300 Chicago, IL 60601	Legal Professional – Product Litigation
Squire Patton Boggs LLP	2550 M Street NW Washington, DC 20037	Legal Professional – NHTSA and Congressional Issues Advice
Strasburger & Price, LLP	2301 Broadway Street San Antonio, TX 78215	Legal Professional – San Antonio Local Counsel
Steptoe & Johnson LLP	1330 Connecticut Ave NW Washington, DC 20036	Legal Professional – Employee Contract Advice
Stikeman Elliot LLP	5300 Commerce Court West, 199 Bay Street Toronto, Canada M5L 1B9	Legal Professional – Canadian Class Action Litigation
The Craig White Group	410 Lakeland Grosse Point, MI 48230	Consultant – Product Development
The Murray Law Group	31780 Telegraph Road #200 Bingham Farms, MI 48025	Legal Professional – Armada, Michigan Property Matter
Thompson Hine LLP	1919 M Street NW, Ste. 700 Washington, DC 20036-1600	Legal Professional – Regulatory and Antitrust Advice, Asset Sales
Towers Watson Delaware Inc.	2000 Courthouse Plaza, NE Dayton, OH 45401-8801	Consultant – Employee Compensation Analysis
Tuggle Duggins P.A.	901 North Glebe Road Arlington, VA 22203	Legal Professional – Regulatory and Corporate Advice, Asset Sales
Williams & Connolly LLP	725 Twelfth Street, N.W. Washington, DC 20005	Legal Professional – Antitrust Litigation Counsel
Young, Moore & Henderson, P.A.	3101 Glenwood Ave	Legal Professional – North Carolina

Professional	Address	Description of Services
	PO Box 31627 Raleigh, NC 27622	Personal Injury Litigation Local Counsel
Yukevich Cavanaugh	355 South Grand Ave 15Fl Los Angeles, CA 90071	Legal Professional – Seat Belt Litigation Counsel

Exhibit 2

OCP Declaration

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

In re Chapter 11
TK HOLDINGS INC., et al., Case No. 17-11375 (BLS)
Debtors.1 (Jointly Administered)

DECLARATION OF _____,

ON BEHALF OF _____

I, _____, pursuant to 28 U.S.C. § 1746, hereby declare that the following is true to the best of my knowledge, information, and belief:

1. I am a _____ of _____, located at _____ (the "Professional").

2. TK Holdings Inc. and its affiliated debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the "Debtors"), have requested that the Professional provide _____ services to the Debtors, and the Professional has consented to provide such services (the "Services").

3. The Services include, without limitation, the following: _____

1 The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, as applicable, are: Takata Americas (9766); TK Finance, LLC (2753); TK China, LLC (1312); TK Holdings Inc. (3416); Takata Protection Systems Inc. (3881); Interiors in Flight Inc. (4046); TK Mexico Inc. (8331); TK Mexico LLC (9029); TK Holdings de Mexico, S. de R.L. de C.V. (N/A); Industrias Irvin de Mexico, S.A. de C.V. (N/A); Takata de Mexico, S.A. de C.V. (N/A); and Strosshe-Mex, S. de R.L. de C.V. (N/A). Except as otherwise set forth herein, the Debtors' international affiliates and subsidiaries are not debtors in these chapter 11 cases. The location of the Debtors' corporate headquarters is 2500 Takata Drive, Auburn Hills, Michigan 48326.

4. The Professional may have performed services in the past and may perform services in the future, in matters unrelated to these chapter 11 cases, for persons that are parties in interest in the Debtors' chapter 11 cases. As part of its customary practice, the Professional is retained in cases, proceedings, and transactions involving many different parties, some of whom may represent or be claimants, employees of the Debtors, or other parties in interest in these chapter 11 cases. The Professional does not perform services for any such person in connection with these chapter 11 cases. In addition, the Professional does not have any relationship with any such person, their attorneys, or their accountants that would be adverse to the Debtors or their estates.

5. Neither I nor any principal of or professional employed by the Professional has agreed to share or will share any portion of the compensation to be received from the Debtors with any other person other than the principals and regular employees of the Professional.

6. Neither I nor any principal of or professional employed by the Professional, insofar as I have been able to ascertain, holds or represents any interest adverse to the Debtors or their estates.

7. As of the date of the commencement of their chapter 11 cases, the Debtors owed the Professional \$ _____ in respect of prepetition services rendered to the Debtors.

8. As of the date of the date of the commencement of their chapter 11 cases, the Professional held a prepetition retainer of \$_____.

9. The Professional is conducting further inquiries regarding its retention by any creditors of the Debtors, and, upon conclusion of that inquiry, or at any time during the period of its employment, if the Professional should discover any facts bearing on the matters described herein, the Professional will supplement the information contained in this declaration.

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Dated: _____, 2017

Name:
Title:
Professional:
Address:

Telephone:
Facsimile:

Exhibit 3

Retention Questionnaire

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

-----X
:

In re : **Chapter 11**
:

TK HOLDINGS INC., et al., : **Case No. 17-11375 (BLS)**
:

Debtors.¹ : **(Jointly Administered)**
:

-----X

RETENTION QUESTIONNAIRE

To be completed by professionals seeking employment as “Ordinary Course Professionals” of TK Holdings Inc. and its affiliated debtors, as debtors and debtors in possession (collectively, the “*Debtors*”).

DO NOT FILE THIS QUESTIONNAIRE WITH THE COURT.
RETURN IT FOR FILING BY THE DEBTORS TO:

Counsel for the Debtors at:
WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
Attn: Ronit J. Berkovich, Esq.
Nicholas J. Messina, Esq.

-and-

Co-Counsel for the Debtors at:
RICHARDS, LAYTON & FINGER, P.A.
920 N. King Street
Wilmington, Delaware 19801
Attn: Amanda R. Steele, Esq.
Brett M. Haywood, Esq.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, as applicable, are: Takata Americas (9766); TK Finance, LLC (2753); TK China, LLC (1312); TK Holdings Inc. (3416); Takata Protection Systems Inc. (3881); Interiors in Flight Inc. (4046); TK Mexico Inc. (8331); TK Mexico LLC (9029); TK Holdings de Mexico, S. de R.L. de C.V. (N/A); Industrias Irvin de Mexico, S.A. de C.V. (N/A); Takata de Mexico, S.A. de C.V. (N/A); and Strosshe-Mex, S. de R.L. de C.V. (N/A). Except as otherwise set forth herein, the Debtors’ international affiliates and subsidiaries are not debtors in these chapter 11 cases. The location of the Debtors’ corporate headquarters is 2500 Takata Drive, Auburn Hills, Michigan 48326.

All questions **must** be answered. Please use "none," "not applicable," or "N/A," as appropriate. If more space is needed, please complete on a separate page and attach.

1. Name and address of professional:

2. Date of retention: _____

3. Type of services to be provided (accounting, legal, etc.):

4. Brief description of services to be provided:

5. Arrangements for compensation (hourly, contingent, etc.):

(a) Average hourly rate (if applicable): _____

(b) Estimated average monthly compensation based on prepetition retention (if company was employed prepetition):

6. Prepetition claims against the Debtors held by the company:

Amount of claim: \$ _____

Date claim arose: _____

Nature of claim: _____

7. Prepetition claims against the Debtors held individually by any member, associate, or employee of the company:

Name: _____

Status: _____

Amount of claim: \$ _____

Date claim arose: _____

Nature of claim: _____

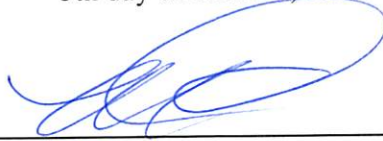
8. Disclose the nature and provide a brief description of any interest adverse to the Debtors or to their estates for the matters on which the professional is to be employed:

9. Name and title of individual completing this form:

Dated: _____, 2017

Tab K

This is **Exhibit "K"** referred to in the
affidavit of **KEITH A. TEEL**
sworn before me this
5th day of October, 2017

A handwritten signature in blue ink, consisting of several loops and flourishes, positioned above a horizontal line.

A Commissioner for taking affidavits

ORIGINAL

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

-----X	:	
In re	:	Chapter 11
	:	
TK HOLDINGS INC., <i>et al.</i> ,	:	Case No. 17-11375 (BLS)
	:	
Debtors. ¹	:	(Jointly Administered)
	:	
-----X	:	Re: Docket No. 170

ORDER PURSUANT TO 11 U.S.C. §§ 331 AND 105(a) AUTHORIZING DEBTORS TO ESTABLISH PROCEDURES FOR INTERIM COMPENSATION AND REIMBURSEMENT OF EXPENSES OF PROFESSIONALS

Upon the motion, dated July 7, 2017 (the “*Motion*”),² of TK Holdings Inc. and its affiliated debtors, as debtors and debtors in possession (collectively, the “*Debtors*”), pursuant to sections 331 and 105(a) of title 11 of the United States Code (the “*Bankruptcy Code*”) and Rules 2014 of the Federal Rules of Bankruptcy Procedure (the “*Bankruptcy Rules*”), for authority to establish procedures for interim compensation for services rendered and reimbursement of expenses incurred by attorneys and other professionals who will be retained pursuant to sections 327 and 1103 of the Bankruptcy Code, and are required to file applications pursuant to sections 330 and 331 of the Bankruptcy Code, on terms that satisfy the requirements of Rule 2016 of the Bankruptcy Rules and Rule 2016-2 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “*Local Rules*”), all as more

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, as applicable, are: Takata Americas (9766); TK Finance, LLC (2753); TK China, LLC (1312); TK Holdings Inc. (3416); Takata Protection Systems Inc. (3881); Interiors in Flight Inc. (4046); TK Mexico Inc. (8331); TK Mexico LLC (9029); TK Holdings de Mexico S. de R.L. de C.V. (N/A); Industrias Irvin de Mexico, S.A. de C.V. (N/A); Takata de Mexico, S.A. de C.V. (N/A); and Strosshe-Mex, S. de R.L. de C.V. (N/A). Except as otherwise set forth herein, the Debtors’ international affiliates and subsidiaries are not debtors in these chapter 11 cases. The location of the Debtors’ corporate headquarters is 2500 Takata Drive, Auburn Hills, Michigan 48326.

² Capitalized terms used but not otherwise herein defined shall have the meanings ascribed to such terms in the Motion.

fully set forth in the Motion; and upon consideration of the Caudill Declaration; and this Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated February 29, 2012; and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to the parties listed therein, and it appearing that no other or further notice need be provided; and this Court having reviewed the Motion; and this Court having held a hearing on the Motion; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, creditors, and all parties in interests; and upon all of the proceedings had before this Court and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is granted as provided herein.
2. Except as otherwise provided in an order of the Court authorizing the retention of a Retained Professional³, Retained Professionals may seek interim payment of compensation and reimbursement of expenses in accordance with the following Compensation Procedures:

Monthly Fee Statements

- a. On or after the 30th day of each calendar month, following the month for which compensation is sought, each Retained Professional seeking interim

³ Notwithstanding anything set forth in the Motion, for the avoidance of doubt, the defined term "Retained Professional" as set forth in this Order shall include any future claimants' representative and its professionals retained under sections 105(a), 327, or 1103 of the Bankruptcy Code.

allowance of its fees and expenses may file a monthly statement, which will include the relevant time entry and description and expense detail, with the Court for interim allowance of compensation for services rendered and reimbursement of expenses incurred during the preceding month (a "**Monthly Fee Statement**"). Retained Professionals may submit the first Monthly Fee Statement, covering the period from the Petition Date through July 31, 2017 (so long as no appeal of an order approving this Motion has been taken), on or after August 30, 2017.

- b. Each Retained Professional shall serve a copy of such Monthly Fee Statement on the following parties (collectively, the "**Notice Parties**"):
- (i) TK Holdings Inc., 2500 Takata Drive, Auburn Hills, Michigan 48326, Attn: Ken Bowling;
 - (ii) proposed counsel to the Debtors, Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153, Attn: Ronit J. Berkovich Esq., and Bryan R. Podzius, Esq.;
 - (iii) proposed co-counsel to the Debtors, Richard, Layton & Finger, P.A., 920 N. King Street, One Rodney Square, Wilmington, Delaware 19807, Attn: Michael J. Merchant and Amanda R. Steel;
 - (iv) counsel to the Consenting OEMs, Morris, Nichols, Arsht & Tunnell LLP, 1201 North Market Street, 16th Floor, Wilmington, Delaware 19899, Attn: Derek C. Abbott;
 - (v) the Office of the United States Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn: David Buchbinder, Esq. and Jane Leamy, Esq.; and
 - (vi) counsel to the statutory committee of unsecured creditors and the statutory committee of tort claimant creditors (collectively, the "**Committees**").
- c. Any Retained Professional that fails to file a Monthly Fee Statement for a particular month or months may subsequently submit a consolidated Monthly Fee Statement that includes a request for compensation earned or expenses incurred during previous months. All Monthly Fee Statements will comply with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and to the extent provided herein, the Guidelines established by the Office of the United States Trustee.
- d. The deadline to object to any Monthly Fee Statement is 4:00 p.m. (prevailing Eastern Time) on the 20th day (or the next business day if such day is not a business day) following the date the Monthly Fee Statement is served (the "**Objection Deadline**").

- e. To object to a Retained Professional's Monthly Fee Statement, the party must (i) file a written objection on or before the Objection Deadline and (ii) serve the objection upon the affected Retained Professional and the Notice Parties such that each party receives the objection on or before the Objection Deadline.
- f. Upon the expiration of the Objection Deadline, a Retained Professional may file a certificate of no objection (a "*CNO*") with the Court with respect to any fees and expenses not subject to objection. After a Retained Professional files a CNO, the Debtors are authorized and directed to pay the Retained Professional 80% of the fees and 100% of the expenses requested in the applicable Monthly Fee Statement that are not subject to an objection.
- g. If a portion of the fees and expenses requested in a Monthly Fee Statement is subject to an objection and the parties are unable to reach a consensual resolution, the Retained Professional may (i) request the Court approve the amounts subject to objection or (ii) forego payment of such amounts until the next hearing to consider interim or final fee applications, at which time the Court will adjudicate any unresolved objections.

Interim Fee Applications

- a. At three-month intervals or such other intervals convenient to the Court, Retained Professionals may file with the Court an application (an "*Interim Fee Application*") for interim approval and allowance of compensation and reimbursement of expenses sought by such Retained Professional in its Monthly Fee Statements, including any holdbacks, filed during the preceding interim period (the "*Interim Fee Period*"). The initial Interim Fee Period will include the period from the Petition Date through October 31, 2017.
- b. Retained Professionals will file their Interim Fee Applications on or before the 45th day, or the next business day if such day is not a business day, following the end of each Interim Fee Period.
- c. The Interim Fee Application will substantially conform to Exhibit 1 attached to this Order, and will include a brief description identifying the following:
 - (i) the Monthly Fee Statements that are the subject of the request;
 - (ii) the amount of fees and expenses requested;
 - (iii) the amount of fees and expenses paid to date or subject to an objection;

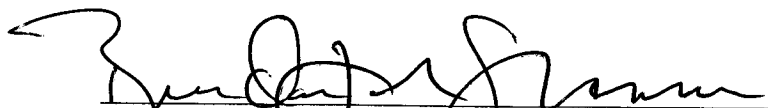
- (iv) the deadline for parties to file objections to the Interim Fee Application (“*Additional Objections*”); and
 - (v) any other information requested by the Court or required by the Bankruptcy Code, the Bankruptcy Rules, or the Local Rules.
- d. Additional Objections to any Interim Fee Application will be filed and served upon the affected Retained Professional and the Notice Parties so as to be received on or before 4:00 p.m. (prevailing Eastern Time) on the 20th day (or the next business day if such day is not a business day), following service of the applicable Interim Fee Application.
- e. Each Retained Professional will serve, via first class mail, its Interim Fee Application and final fee application upon the Notice Parties. Each Retained Professional will serve, via first class mail, a notice of hearing on its Interim Fee Application and final fee application on all parties that have requested notice in these Chapter 11 Cases pursuant to Bankruptcy Rule 2002. No further notice is necessary.
- f. The Debtors shall request that the Court schedule a hearing on Interim Fee Application Requests at least once every three months or at such other intervals as the Court deems appropriate. If no Objections are pending and no Additional Objections are timely filed, the Court may grant an Interim Fee Application Request without a hearing.
- g. A pending objection to compensation or reimbursement of any Retained Professional does not disqualify a Retained Professional from future compensation or reimbursement.
- h. Any Retained Professional that fails to file a Monthly Fee Statement or an Interim Fee Application when due or permitted will not receive further interim compensation or reimbursement until the Retained Professional submits any outstanding Monthly Fee Statements or Interim Fee Applications. There are no other penalties for failing to file a Monthly Fee Statement or Interim Fee Application.
- i. Neither (i) the payment of, or the failure to pay, in whole or in part, any interim compensation and reimbursement to a Retained Professional nor (ii) the filing of, or failure to file an objection, will bind any party in interest or the Court with respect to the final allowance of any compensation of fees for services rendered or reimbursement of expenses incurred. All fees and expenses paid to Retained Professionals under these Compensation Procedures are subject to disgorgement until final allowance by the Court.
- j. No Retained Professional may serve a Monthly Fee Statement or file an Interim Fee Application until the Court enters an order approving the

retention of such Professional pursuant to sections 327 or 1103 of the Bankruptcy Code.

3. In each Interim Fee Application and final fee application, all attorneys who have been or are hereafter retained pursuant to sections 327 or 1103 of the Bankruptcy Code (i) shall apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with the Debtors' Chapter 11 Cases in compliance with sections 330 and 331 of the Bankruptcy Code and applicable provisions of the Bankruptcy Rules, Local Rules and any other applicable procedures and orders of the Court, and (ii) intend to make a reasonable effort to comply with the U.S. Trustee's requests for information and additional disclosures as set forth in the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases Effective as of November 1, 2013*.
4. Each member of each of the Committees is permitted to submit statements of expenses (excluding third-party counsel hourly and other fees of individual Committee members) in connection with service on the Committees along with supporting documentation to such Committee's counsel, which counsel shall collect and submit the member's request for reimbursement in accordance with the Compensation Procedures.
5. The amount of fees and expenses sought in any request for compensation and reimbursement of expenses shall be stated in U.S. dollars (if applicable, calculated at the prevailing exchange rate on the date of submission of the relevant fee application).
6. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).
7. The Debtors are authorized to take all steps necessary or appropriate to carry out this Order.

8. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation and/or enforcement of this Order.

Dated: July 26, 2017
Wilmington, Delaware



THE HONORABLE BRENDAN L. SHANNON
CHIEF UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

-----X
:

In re : **Chapter 11**
:

TK HOLDINGS INC., et al., : **Case No. 17-11375 (BLS)**
:

Debtors.⁴ : **Jointly Administered**
:

-----X

NOTICE OF FEE APPLICATION

Name of applicant: _____

Authorized to provide professional services to: _____

Date of retention: _____

Interim fee period for which compensation and reimbursement are sought: _____

Amount of compensation sought as actual, reasonable, necessary, and beneficial to the Debtors' chapter 11 estates: _____

Amount of expense reimbursement sought as actual, reasonable, necessary, and beneficial to the Debtors' chapter 11 estates: _____

This is a(n): _____ Interim Application _____ Final Application

⁴ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, as applicable, are: Takata Americas (9766); TK Finance, LLC (2753); TK China, LLC (1312); TK Holdings Inc. (3416); Takata Protection Systems Inc. (3881); Interiors in Flight Inc. (4046); TK Mexico Inc. (8331); TK Mexico LLC (9029); TK Holdings de Mexico, S. de R.L. de C.V. (N/A); Industrias Irvin de Mexico, S.A. de C.V. (N/A); Takata de Mexico, S.A. de C.V. (N/A); and Strosshe-Mex, S. de R.L. de C.V. (N/A). Except as otherwise set forth herein, the Debtors' international affiliates and subsidiaries are not debtors in these chapter 11 cases. The location of the Debtors' corporate headquarters is 2500 Takata Drive, Auburn Hills, Michigan 48326.

Summary of Monthly Fee Statements for Interim Fee Period:

Date Filed	Period Covered	Requested		Approved	
		Fees	Expenses	Fees	Expenses

Summary of Any Objections to Fee Applications:

Date of Fee Application	Date of Objection	Total Fees Subject to Objection	Total Expenses Subject to Objection

PLEASE TAKE NOTICE that, pursuant to the *Order Pursuant to 11 U.S.C. §§ 331 and 105(a) Authorizing Debtors to Establish Procedures For Interim Compensation And Reimbursement of Expenses of Professionals*, dated [DATE] (the “**Interim Compensation Order**”), objections, if any, to the Interim Fee Application summarized above must be filed with the Court and served on the applicant at the address set forth below and the Notice Parties (as defined in the Interim Compensation Order) so as to be actually received on or before [DATE] at 4:00 p.m. (prevailing Eastern time). If no objections to the Interim Fee Application are timely filed and received in accordance with this Notice, the Court may enter an order granting the Interim Fee Application without a hearing.

PLEASE TAKE FURTHER NOTICE that a copy of the Interim Fee Application shall be provided upon request.

Dated: _____

[Name and Address of Applicant]

Tab L

This is **Exhibit "L"** referred to in the
affidavit of **KEITH A. TEEL**
sworn before me this
5th day of October, 2017



A Commissioner for taking affidavits

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

	X		
	:		
In re	:		Chapter 11
	:		
TK HOLDINGS INC., et al.,	:		Case No. 17-11375 (BLS)
	:		
Debtors.¹	:		(Jointly Administered)
	:		
	:		
	X		Re: Docket No. 26

**ORDER PURSUANT TO 11 U.S.C. §§ 327(a) AND
328(a), FED. R. BANKR. P. 2014 AND 2016, AND LOCAL
RULES 2014-1 AND 2016-1 AUTHORIZING DEBTORS TO RETAIN
AND EMPLOY WEIL, GOTSHAL & MANGES LLP AS ATTORNEYS
FOR DEBTORS NUNC PRO TUNC TO PETITION DATE**

Upon the application, dated June 25, 2017 (the “*Application*”)², of TK Holdings Inc. and its affiliated debtors, as debtors and debtors in possession (collectively, the “*Debtors*”), pursuant to sections 327(a) and 328(a) of title 11 of the United States Code (the “*Bankruptcy Code*”), Rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedure (the “*Bankruptcy Rules*”), and Rules 2014-1 and 2016-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “*Local Rules*”), for authority to retain and employ Weil, Gotshal & Manges LLP (“*Weil*”) as attorneys for the Debtors, effective as of June 25, 2017 (the “*Petition Date*”), all as more fully set forth in the Application; and upon consideration of the Bowling Declaration and the Goldstein Declaration;

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, as applicable, are: Takata Americas (9766); TK Finance, LLC (2753); TK China, LLC (1312); TK Holdings Inc. (3416); Takata Protection Systems Inc. (3881); Interiors in Flight Inc. (4046); TK Mexico Inc. (8331); TK Mexico LLC (9029); TK Holdings de Mexico, S. de R.L. de C.V. (N/A); Industrias Irvin de Mexico, S.A. de C.V. (N/A); Takata de Mexico, S.A. de C.V. (N/A); Strosshe-Mex, S. de R.L. de C.V. (N/A). Except as otherwise set forth herein, the Debtors’ international affiliates and subsidiaries are not debtors in these chapter 11 cases. The location of the Debtors’ corporate headquarters is 2500 Takata Drive, Auburn Hills, Michigan 48326.

² Capitalized terms used but not otherwise herein defined shall have the meanings ascribed to such terms in the Application.

and this Court being satisfied, based on the representations made in the Application and the Goldstein Declaration, that Weil is “disinterested” as such term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, and as required under section 327(a) of the Bankruptcy Code, and that Weil represents no interest adverse to the Debtors’ estates; and this Court having jurisdiction to consider the Application and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated February 29, 2012; and consideration of the Application and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Application having been provided to the parties listed therein, and it appearing that no other or further notice need be provided; and this Court having reviewed the Application; and this Court having held a hearing on the Application; and the Court having determined that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and it appearing that the relief requested in the Application is in the best interests of the Debtors, their estates, creditors, and all parties in interest; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Application is granted as provided herein.
2. The Debtors are authorized, pursuant to sections 327(a) and 328(a) of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, and Local Rules 2014-1 and 2016-1, to employ and retain Weil as attorneys to the Debtors on the terms and conditions set forth in the Application and the Goldstein Declaration, *nunc pro tunc* to the Petition Date.

3. Weil is authorized to render the following professional services:
 - a. taking all necessary action to protect and preserve the Debtors' estates, including the prosecution of actions on the Debtors' behalf, the defense of any actions commenced against the Debtors, the negotiation of disputes in which the Debtors are involved, and the preparation of objections to claims filed against the Debtors' estates;
 - b. preparing on behalf of the Debtors, as debtors in possession, necessary motions, applications, answers, orders, reports, and other papers in connection with the administration of the Debtors' estates;
 - c. taking necessary actions in connection with any chapter 11 plan and related disclosure statement and all related documents, and such further actions as may be required in connection with the administration of the Debtors' estates;
 - d. taking necessary action to protect and preserve the value of the Debtors' estates, and all related matters; and
 - e. performing other necessary legal services in connection with the prosecution of these Chapter 11 Cases.

4. Weil shall be compensated in accordance with, and will file fee applications for allowance of its compensation and expenses, and shall be subject to the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and such other procedures as may be fixed by order of this Court. Weil will undertake reasonable efforts to comply with the U.S. Trustee's requests for information and additional disclosures as set forth in the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases Effective as of November 1, 2013*, in connection with the Application and any fee application(s) to be filed by Weil in these Chapter 11 Cases.

5. Weil shall be reimbursed for reasonable and necessary expenses.

6. Weil shall provide ten (10) business days' notice to the Debtors, the U.S. Trustee, and any statutory committee of creditors appointed in these Chapter 11 Cases before any

increase in the rates set forth in the Goldstein Declaration is implemented and shall file such notice with the Court. The U.S. Trustee, the statutory committee of unsecured creditors, and the statutory committee of tort claimant creditors retain all rights to object to any rate increase on all grounds, including the reasonableness standard set forth in section 330 of the Bankruptcy Code, and the Court retains the right to review any rate increase pursuant to section 330 of the Bankruptcy Code.

7. Notwithstanding anything to the contrary in the Application, consistent with the opinion and ruling in *In re Boomerang Tube, Inc.*, No. 15-11247 (MFW), 2016 WL 385933 (Bankr. D. Del. Jan. 29, 2016), the provisions of Weil's engagement letter regarding reimbursement of those fees and expenses incurred in connection with participating in, preparing for, or responding to any action, claim, suit, or proceeding brought by or against any third party that relates to the legal service provided thereunder and fees for defending any objection to Weil's fee applications are not approved under 11 U.S.C. § 328(a).

8. To the extent that the Goldstein Declaration, the Caudill Declaration, or the Bowling Declaration are inconsistent with this Order, the terms of this Order shall govern.

9. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

10. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order.

11. The Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and/or enforcement of this Order.

Dated: July 26, 2017
Wilmington, Delaware



THE HONORABLE BRENDAN L. SHANNON
CHIEF UNITED STATES BANKRUPTCY JUDGE

Tab M

This is **Exhibit "M"** referred to in the
affidavit of **KEITH A. TEEL**
sworn before me this
5th day of October, 2017

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke, positioned above a horizontal line.

A Commissioner for taking affidavits

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

-----X
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In re : **Chapter 11**

:

TK HOLDINGS INC., et al., : **Case No. 17-11375 (BLS)**

:

Debtors.¹ : **(Jointly Administered)**

:

-----X **Re: Docket No. 172**

**ORDER PURSUANT TO 11 U.S.C. §327, FED. R. BANKR. P. 2014(a)
AND 2016, AND LOCAL RULE 2014-1 AUTHORIZING DEBTORS TO
EMPLOY AND RETAIN PRIME CLERK LLC AS ADMINISTRATIVE
ADVISOR *NUNC PRO TUNC* TO THE PETITION DATE**

Upon the application, dated July 7, 2017 (the “*Application*”),² of TK Holdings Inc. and its affiliated debtors, as debtors and debtors in possession (collectively, the “*Debtors*”), pursuant to section 327(a) of title 11 of the United States Code (the “*Bankruptcy Code*”) and Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the “*Bankruptcy Rules*”), and Rule 2014-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “*Local Rules*”), for authority to employ and retain Prime Clerk LLC (“*Prime Clerk*”) as administrative advisor (“*Administrative Advisor*”) *nunc pro tunc* to the Petition Date, all as more fully set forth in the Application; and upon the Waisman Declaration submitted in support of the Application; and the Court being satisfied that Prime Clerk has the capability and experience to provide the services described in the Application and that Prime Clerk does not hold an interest adverse to the Debtors or the estates

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, as applicable, are: Takata Americas (9766); TK Finance, LLC (2753); TK China, LLC (1312); TK Holdings Inc. (3416); Takata Protection Systems Inc. (3881); Interiors in Flight Inc. (4046); TK Mexico Inc. (8331); TK Mexico LLC (9029); TK Holdings de Mexico, S. de R.L. de C.V. (N/A); Industrias Irvin de Mexico, S.A. de C.V. (N/A); Takata de Mexico, S.A. de C.V. (N/A); and Strosshe-Mex, S. de R.L. de C.V. (N/A). Except as otherwise set forth herein, the Debtors’ international affiliates and subsidiaries are not debtors in these chapter 11 cases. The location of the Debtors’ corporate headquarters is 2500 Takata Drive, Auburn Hills, Michigan 48326.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Application.

respecting the matters upon which it is to be engaged; and this Court having jurisdiction to consider the Application and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated February 29, 2012; and consideration of the Application and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Application having been provided to the parties listed therein, and it appearing that no other or further notice need be provided; and this Court having reviewed the Application; and this Court having held a hearing on the Application; and this Court having determined that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and it appearing that the relief requested in the Application is in the best interests of the Debtors, their estates, creditors, and all parties in interests; and upon all of the proceedings had before this Court and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Application is approved as set forth in this Order.
2. The Debtors are authorized to retain Prime Clerk as Administrative Advisor effective *nunc pro tunc* to the Petition Date under the terms of the Engagement Agreement, and Prime Clerk is authorized to perform the bankruptcy administration services described in the Application and set forth in the Engagement Agreement.
3. Prime Clerk is authorized to take such other action to comply with all duties set forth in the Application.
4. Prime Clerk shall apply to the Court for allowance of compensation and reimbursement of expenses incurred after the Petition Date in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and any orders entered in these cases regarding professional compensation and reimbursement of expenses.

5. Prime Clerk shall provide ten (10) business days' notice to the Debtors, the U.S. Trustee, the statutory committee of unsecured creditors and the statutory committee of tort claimant creditors (collectively, the "*Committees*") before any increase in the rates set forth in the Engagement Letter is implemented and shall file such notice with the Court. The U.S. Trustee and the Committees retain all rights to object to any rate increase on all grounds, including the reasonableness standard set forth in section 330 of the Bankruptcy Code, and the Court retains the right to review any rate increase pursuant to section 330 of the Bankruptcy Code.

6. The Debtors shall indemnify Prime Clerk under the terms of the Engagement Agreement, as modified pursuant to this Order.

7. Prime Clerk shall not be entitled to indemnification, contribution or reimbursement pursuant to the Engagement Agreement for services other than the services provided under the Engagement Agreement, unless such services and the indemnification, contribution or reimbursement therefor are approved by the Court.

8. Notwithstanding anything to the contrary in the Engagement Agreement, the Debtors shall have no obligation to indemnify Prime Clerk, or provide contribution or reimbursement to Prime Clerk, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from Prime Clerk's gross negligence, willful misconduct or fraud; (ii) for a contractual dispute in which the Debtors allege the breach of Prime Clerk's contractual obligations if the Court determines that indemnification, contribution or reimbursement would not be permissible pursuant to *In re United Artists Theatre Co.*, 315 F.3d 217 (3d Cir. 2003); or (iii) settled prior to a judicial determination under (i) or (ii), but determined by this Court, after notice and a hearing, to be a claim or expense for which

Prime Clerk should not receive indemnity, contribution or reimbursement under the terms of the Engagement Agreement as modified by this Order.

9. If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these Chapter 11 Cases (that order having become a final order no longer subject to appeal), or (ii) the entry of an order closing these Chapter 11 Cases, Prime Clerk believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution and/or reimbursement obligations under the Engagement Agreement (as modified by this Order), including the advancement of defense costs, Prime Clerk must file an application therefor in this Court, and the Debtors may not pay any such amounts to Prime Clerk before the entry of an order by this Court approving the payment. This paragraph is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by Prime Clerk for indemnification, contribution or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify Prime Clerk. All parties in interest shall retain the right to object to any demand by Prime Clerk for indemnification, contribution or reimbursement.

10. The limitation of liability section in paragraph 10 of the Engagement Agreement is deemed to be of no force or effect with respect to the services to be provided pursuant to this Order.

11. The Debtors and Prime Clerk are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

12. Notwithstanding entry of this Order, nothing herein shall create, nor is intended to create, any rights in favor of or enhance the status of any claim held by, any party.

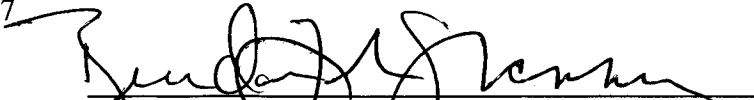
13. Notwithstanding any term in the Engagement Agreement to the contrary,

the Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

14. Notwithstanding any provision in the Bankruptcy Rules to the contrary, this Order shall be immediately effective and enforceable upon its entry.

15. In the event of any inconsistency between the Engagement Agreement, the Application and the Order, the Order shall govern.

Dated: July 26, 2017
Wilmington, Delaware



THE HONORABLE BRENDAN L. SHANNON
CHIEF UNITED STATES BANKRUPTCY JUDGE

Tab N

This is **Exhibit "N"** referred to in the
affidavit of **KEITH A. TEEL**
sworn before me this
5th day of October, 2017

A handwritten signature in blue ink, consisting of several loops and flourishes, positioned above a horizontal line.

A Commissioner for taking affidavits

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

-----X
:

In re : **Chapter 11**

:

TK HOLDINGS INC., et al., : **Case No. 17-11375 (BLS)**

:

Debtors.¹ : **(Jointly Administered)**

:

-----X **Re: Docket No. 173**

ORDER AUTHORIZING THE DEBTORS TO EMPLOY AND RETAIN RICHARDS, LAYTON & FINGER, P.A. AS CO-COUNSEL PURSUANT TO SECTION 327(a) OF THE BANKRUPTCY CODE, BANKRUPTCY RULES 2014(a) AND 2016, AND LOCAL RULE 2014-1, NUNC PRO TUNC TO THE PETITION DATE

Upon the application, dated July 7, 2017 (the “*Application*”)², of TK Holdings, Inc. and its affiliated debtors, as debtors and debtors in possession (collectively, the “*Debtors*”), for an order authorizing the Debtors to retain Richards, Layton & Finger, P.A. (“*RL&F*”) as bankruptcy co-counsel in their Chapter 11 Cases *nunc pro tunc* to the Petition Date, all as more fully described in the Application; and the Court having jurisdiction to consider the Application and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and consideration of the Application and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Application having been provided; and it appearing that no other or further notice need be provided; and the opportunity for a hearing having been held to consider

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, as applicable, are: Takata Americas (9766); TK Finance, LLC (2753); TK China, LLC (1312); TK Holdings Inc. (3416); Takata Protection Systems Inc. (3881); Interiors in Flight Inc. (4046); TK Mexico Inc. (8331); TK Mexico LLC (9029); TK Holdings de Mexico, S. de R.L. de C.V. (N/A); Industrias Irvin de Mexico, S.A. de C.V. (N/A); Takata de Mexico, S.A. de C.V. (N/A); and Strosshe-Mex, S. de R.L. de C.V. (N/A). Except as otherwise set forth herein, the Debtors’ international affiliates and subsidiaries are not debtors in these chapter 11 cases. The location of the Debtors’ corporate headquarters is 2500 Takata Drive, Auburn Hills, Michigan 48326.

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Application.

the relief requested in the Application (the "*Hearing*"); and due and proper notice of the Hearing having been provided; and upon the record of the Hearing, if any, and all of the proceedings had before the Court; and upon the Collins Affidavit; and the Court having found and determined that the relief sought in the Application is in the best interests of the Debtors, their estates and creditors, and all parties in interest and that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is hereby ORDERED that:

1. The Application is granted to the extent set forth herein.
2. Pursuant to sections 327(a), 328 and 330 of the Bankruptcy Code, the Debtors are authorized to retain and employ RL&F as co-counsel to the Debtors under an evergreen retainer, in accordance with the terms and conditions set forth in the Application, effective *nunc pro tunc* to the Petition Date.
3. RL&F shall apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with the Debtors' Chapter 11 Cases in compliance with the applicable provisions of the Bankruptcy Code, Bankruptcy Rules, Local Rules, and any other applicable procedures and orders of the Court. RL&F also intends to make a reasonable effort to comply with the U.S. Trustee's requests for information and additional disclosures as set forth in the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases Effective as of November 1, 2013*, in connection with the Application and any final fee application(s) to be filed by RL&F in these Chapter 11 Cases.
4. RL&F shall provide ten (10) business days' notice to the Debtors, the U.S. Trustee, the statutory committee of unsecured creditors and the statutory committee of tort

claimant creditors (collectively, the “*Committees*”) before any increase in the rates set forth in the Collins Affidavit is implemented and shall file such notice with the Court. The U.S. Trustee and the Committees retain all rights to object to any rate increase on all grounds, including the reasonableness standard set forth in section 330 of the Bankruptcy Code, and the Court retains the right to review any rate increase pursuant to section 330 of the Bankruptcy Code.

5. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

6. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

7. The Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation and/or enforcement of this Order.

Dated: July 26, 2017
Wilmington, Delaware



THE HONORABLE BRENDAN L. SHANNON
CHIEF UNITED STATES BANKRUPTCY JUDGE

Tab O

This is **Exhibit "O"** referred to in the
affidavit of **KEITH A. TEEL**
sworn before me this
5th day of October, 2017

A handwritten signature in blue ink, consisting of several loops and flourishes, positioned above a horizontal line.

A Commissioner for taking affidavits

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

-----X
:

In re : **Chapter 11**

:

TK HOLDINGS INC., et al., : **Case No. 17-11375 (BLS)**

:

Debtors.¹ : **(Jointly Administered)**

:

-----X **Re: Docket No. 174**

ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF COVINGTON & BURLING LLP AS SPECIAL LITIGATION, REGULATORY AND CORPORATE COUNSEL FOR THE DEBTORS NUNC PRO TUNC TO THE PETITION DATE

Upon the application, dated July 7, 2017 (“*Application*”), of TK Holdings Inc. and its affiliated debtors, as debtors and debtors in possession (collectively, “*Debtors*”), pursuant to sections 327(e) of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, and Local Rules 2014-1 and 2016-2, for an order (“*Order*”) authorizing the Debtors to employ and retain Covington & Burling LLP (“*Covington*”) as their special litigation, regulatory and corporate counsel in the Debtors’ chapter 11 cases, effective *nunc pro tunc* to the Petition Date,² as more fully set forth in the Application; and upon due and sufficient notice of the Application having been provided under the particular circumstances, and it appearing that no other or further notice need be provided; and the Court having jurisdiction to consider the Application and the relief

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, as applicable, are: Takata Americas (9766); TK Finance, LLC (2753); TK China, LLC (1312); TK Holdings Inc. (3416); Takata Protection Systems Inc. (3881); Interiors in Flight Inc. (4046); TK Mexico Inc. (8331); TK Mexico LLC (9029); TK Holdings de Mexico S. de R.L. de C.V. (N/A); Industrias Irvin de Mexico, S.A. de C.V. (N/A); Takata de Mexico, S.A. de C.V. (N/A); Strosshe-Mex, S. de R.L. de C.V. (N/A). Except as otherwise set forth herein, the Debtors’ international affiliates and subsidiaries are not debtors in these chapter 11 cases. The location of the Debtors’ corporate headquarters is 2500 Takata Drive, Auburn Hills, Michigan 48326.

² All capitalized terms used, but not otherwise defined, herein shall have the meanings ascribed to such terms in the Application.

requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and consideration of the Application and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and that this Court may enter a final order consistent with Article III of the United States Constitution; and venue being proper before this Court under 28 U.S.C. §§ 1408 and 1409; and a hearing having been scheduled and, to the extent necessary, held to consider the relief requested in the Application (“*Hearing*”); and upon the Teel Declaration and the Bowling Declaration submitted in support of the Application, and all the proceedings held before the Court; and the Court having found and determined that the employment and retention of Covington is in the best interests of the Debtors, their estates and creditors, and any parties in interest; and that the legal and factual bases set forth in the Application and at the Hearing (if any was held) establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Application is granted as set forth herein.
2. The Debtors are authorized to employ and retain Covington as special litigation, regulatory and corporate counsel in these chapter 11 cases under section 327(e) of the Bankruptcy Code, effective *nunc pro tunc* to the Petition Date, in accordance with Covington’s customary hourly rates and reimbursement policies in effect when services are rendered, as set forth in the Application.
3. Covington is authorized to provide the Debtors with the professional services as described in the Application. Specifically, but without limitation, Covington is authorized to represent the Debtors in all matters arising from the Airbag Litigation (as defined

in the Application) and to continue to represent the Debtors in connection with the antitrust, regulatory and corporate matters described in the Application.

4. Covington shall apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with the Debtors' chapter 11 cases in compliance with sections 330 and 331 of the Bankruptcy Code and applicable provisions of the Bankruptcy Rules, the Local Rules, and any other applicable procedures and orders of this Court. Covington also shall make reasonable efforts to comply with the U.S. Trustee's requests for information and additional disclosures as set forth in the U.S. Trustee Guidelines, both in connection with the Application and the interim and final fee applications to be filed by Covington in these chapter 11 cases.

5. Covington shall provide ten (10) business days' notice to the Debtors, the U.S. Trustee, the statutory committee of unsecured creditors and the statutory committee of tort claimant creditors (collectively, the "*Committees*") before any increase in the rates set forth in the Teel Declaration is implemented and shall file such notice with the Court. The U.S. Trustee and the Committees retain all rights to object to any rate increase on all grounds, including the reasonableness standard set forth in section 330 of the Bankruptcy Code, and the Court retains the right to review any rate increase pursuant to section 330 of the Bankruptcy Code.

6. The Debtors and Covington are authorized and empowered to take all actions necessary or appropriate to implement the relief granted in this Order in accordance with the Application.

7. This Court shall retain jurisdiction over all matters arising from or related to the implementation or interpretation of this Order.

8. In the event of any inconsistency between the Application, the Teel Declaration, the Bowling Declaration, and this Order, this Order shall govern.

9. Covington shall use reasonable efforts to avoid any duplication of services provided by Weil, Gotshal & Manges LLP, Richards Layton & Finger, P.A., or any of the Debtors' other retained professionals in these chapter 11 cases.

Dated: July 26, 2017
Wilmington, Delaware



THE HONORABLE BRENDAN L. SHANNON
CHIEF UNITED STATES BANKRUPTCY JUDGE

Tab P

This is **Exhibit "P"** referred to in the
affidavit of **KEITH A. TEEL**
sworn before me this
5th day of October, 2017

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke, positioned above a horizontal line.

A Commissioner for taking affidavits

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

	X		
In re	:		Chapter 11
TK HOLDINGS INC., <i>et al.</i> ,	:		Case No. 17-11375 (BLS)
Debtors. ¹	:		(Jointly Administered)
	X		Re: Docket No. 169

**ORDER PURSUANT TO 11 U.S.C. §§ 327(a), 328
AND 330(a), FED. R. BANKR. P. 2014 AND 2016, AND LOCAL RULES
2014-1 AND 2016-1 FOR AUTHORIZING DEBTORS TO RETAIN AND EMPLOY
PRICEWATERHOUSECOOPERS LLP AS FINANCIAL ADVISORS
TO THE DEBTORS *NUNC PRO TUNC* TO THE PETITION DATE AND WAIVING
CERTAIN INFORMATION REQUIREMENTS OF LOCAL RULE 2016-2**

Upon the application (the “*Application*”) of TK Holdings Inc. and its affiliated debtors, as debtors and debtors in possession (collectively, the “*Debtors*”), pursuant to sections 327(a), 328, and 330(a) of title 11 of the United States Code (the “*Bankruptcy Code*”), Rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedure (the “*Bankruptcy Rules*”), and Rules 2014-1 and 2016-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “*Local Rules*”), for authority to retain and employ PricewaterhouseCoopers LLP (“*PwC*”), as financial advisors for the Debtors, pursuant to and in accordance with the terms and conditions set forth in that certain Engagement Letter, dated February 10, 2017 (the “*Engagement Letter*”), attached to the Application as **Exhibit A**, *nunc pro tunc* to the Petition Date; all as more fully set forth in the Application; and

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, as applicable, are: Takata Americas (9766); TK Finance, LLC (2753); TK China, LLC (1312); TK Holdings Inc. (3416); Takata Protection Systems Inc. (3881); Interiors in Flight Inc. (4046); TK Mexico Inc. (8331); TK Mexico LLC (9029); TK Holdings de Mexico S. de R.L. de C.V. (N/A); Industrias Irvin de Mexico, S.A. de C.V. (N/A); Takata de Mexico, S.A. de C.V. (N/A); and Strosshe-Mex, S. de R.L. de C.V. (N/A). Except as otherwise set forth herein, the Debtors’ international affiliates and subsidiaries are not debtors in these chapter 11 cases. The location of the Debtors’ corporate headquarters is 2500 Takata Drive, Auburn Hills, Michigan 48326.

upon consideration of the Caudill Declaration and the Zaleski Declaration; and this Court having jurisdiction to consider the Application and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated February 29, 2012; and consideration of the Application and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Application having been provided to the parties listed therein, and it appearing that no other or further notice need be provided; and this Court having reviewed the Application; and this Court having held a hearing on the Application on July 26, 2017; and all objections to the Application having been withdrawn, resolved or overruled; and this Court having determined that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and the Court being satisfied with the representations made in the Application and the Zaleski Declaration that PwC represents no interest adverse to the estates, that it is a “disinterested person” as that term is defined under section 101(14) of the Bankruptcy Code, and that its employment is necessary; and it appearing that the relief requested in the Application is in the best interests of the Debtors, their estates, creditors, and all parties in interests; and upon all of the proceedings had before this Court and after due deliberation and sufficient cause appearing therefor

IT IS HEREBY ORDERED THAT:

1. The Application is GRANTED as set forth herein.
2. Pursuant to sections 327(a), 328 and 330(a) of the Bankruptcy Code, the Debtors, as debtors and debtors in possession, are authorized to employ and retain PwC as financial advisors for the Debtors *nunc pro tunc* to the Petition Date, in accordance with the

Application and this Order, to perform the services described in the Application. In the event any provision of the Application or Engagement Letter conflicts with the terms of this Order, this Order shall control in all respects.

3. PwC shall be compensated in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any orders entered in these cases governing professional compensation and reimbursement for services rendered and charges and disbursements incurred.

4. PwC's professionals are authorized and directed to provide the following in its monthly, interim and final fee applications: (a) a narrative summarizing each project category and the services rendered under each project category; (b) a summary, by project category, of services rendered to the Debtors, which identifies each professional rendering services, the number of hours expended by each professional, and the amount of compensation requested with respect to the services rendered by each professional; and (c) reasonably detailed records of time in one-tenth hour (0.1) increments, describing the services rendered by each professional and the amount of time spent on each date.

5. There shall be no limitation of liability in favor of PwC.

6. The statement on page seven of the Engagement Letter stating that PwC is not a fiduciary of the Debtors is hereby stricken and shall have no legal effect.

7. The following shall be inserted at the end of the last sentence of the section titled "Timing, Fees and Expenses" on page four through five of the Engagement Letter: "provided further, that nothing in this Engagement Letter shall create an obligation of the Company to reimburse PwC for its attorney fees or attorney expenses incurred in defending PwC's fee applications filed with the Bankruptcy Court."

8. The Indemnification Provisions set forth in the Engagement Letter are approved, subject during the pendency of these Chapter 11 Cases to the following:

- (a) subject to the provisions of subparagraphs (b) and (d) below, the Debtors are authorized to indemnify, and to provide contribution and reimbursement to, and shall indemnify, and provide contribution and reimbursement to PwC in accordance with the Engagement Letter for any claim arising from, related to, or in connection with the services provided for in the Engagement Letter;
- (b) notwithstanding subparagraph (a) above or any provisions of the Engagement Letter to the contrary, the Debtors shall have no obligation to indemnify PwC or provide contribution or reimbursement to PwC (i) for any claim or expense that is judicially determined (the determination having become final) to have arisen from PwC's bad faith, self-dealing, breach of fiduciary duty (if any), gross negligence, or willful misconduct, (ii) for a contractual dispute in which the Debtors allege the breach of PwC's contractual obligations if the Court determines that indemnification, contribution, or reimbursement would not be permissible pursuant to *In re United Artists Theatre Co.*, et al., 315 F.3d 217 (3d Cir. 2003), or (iii) for any claim or expense that is settled prior to a judicial determination as to the exclusions set forth in clauses (i) and (ii) above, but determined by this Court, after notice and a hearing pursuant to subparagraph (d) infra, to be a claim or expense for which PwC should not receive indemnity, contribution or reimbursement under the terms of the Engagement Letter, as modified by the Order;
- (c) if, during the pendency of these Chapter 11 Cases, the indemnification is held unenforceable by reason of the exclusions set forth in subparagraph (b) above (i.e., bad faith, self-dealing, breach of fiduciary duty (if any), gross negligence, willful misconduct, or for a contractual dispute in which the Debtors allege the breach of PwC's contractual obligations if the Court determines that indemnification would not be permissible pursuant to the United Artists decision) and PwC makes a claim for the payment of any amounts by the Debtors on account of the Debtors' contribution obligations, then the proviso set forth in the second sentence of the contribution provisions in the Engagement Letter shall not apply; and
- (d) if, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these cases (that order having become a final order no longer subject to appeal), and (ii) the entry of an order

closing these Chapter 11 Cases, PwC believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution and/or reimbursement obligations under the Engagement Letter, as modified by this Order, including without limitation the advancement of defense costs, PwC must file an application therefore in this Court, and the Debtors may not pay any such amounts to PwC before the entry of an order by this Court approving such payment. This subparagraph (d) is intended only to specify the period during which the Court shall have jurisdiction over any request by PwC for indemnification, contribution or reimbursement and is not a provision limiting the duration of the Debtors' obligation to indemnify.

9. In the event that the rates of compensation for the services increase from the rates disclosed for services in the Application or the Engagement Letter, PwC will provide notice of such increased rates to the Debtors, the U.S. Trustee, the statutory committee of unsecured creditors and the statutory committee of tort claimant creditors (collectively, the "*Committees*") in these Chapter 11 Cases, and file such notice with this Court, within ten business days prior to the effective date of such increases. The U.S. Trustee and the Committees retain all rights to object to any rate increase on all grounds, including the reasonableness standard set forth in section 330 of the Bankruptcy Code, and the Court retains the right to review any rate increase pursuant to section 330 of the Bankruptcy Code.

10. To the extent the Debtors request that PwC perform additional services not contemplated by the Engagement Letter or directly related to services detailed in the Engagement Letter, the Debtors shall seek further application for an order of approval by the Court for any such additional services.

11. The Debtors are authorized and empowered to take all actions necessary to implement the relief granted in this Order.

12. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

Dated: July 26, 2017
Wilmington, Delaware



THE HONORABLE BRENDAN L. SHANNON
CHIEF UNITED STATES BANKRUPTCY JUDGE

Tab Q

This is **Exhibit "Q"** referred to in the
affidavit of **KEITH A. TEEL**
sworn before me this
5th day of October, 2017

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke, positioned above a horizontal line.

A Commissioner for taking affidavits

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

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In re : **Chapter 11**
:

TK HOLDINGS INC., et al., : **Case No. 17-11375 (BLS)**
:

Debtors.¹ : **(Jointly Administered)**
:

-----X **Re: Docket Nos. 14 and 106**

**FINAL ORDER PURSUANT TO 11 U.S.C. §§ 105(a), 363(b),
AND 503(b)(9) AUTHORIZING THE DEBTORS TO PAY
CERTAIN PREPETITION OBLIGATIONS OF CRITICAL VENDORS**

Upon the motion, dated June 25, 2017 (the “*Motion*”),² of TK Holdings Inc. and its affiliated debtors, as debtors and debtors in possession (collectively, the “*Debtors*”), pursuant to sections 105(a), 363(b), and 503(b)(9) of title 11 of the United States Code (the “*Bankruptcy Code*”) for entry of interim and final orders authorizing the Debtors to pay, in their sole discretion, prepetition obligations owed to certain vendors, suppliers, service providers, and other similar parties and entities that are essential to maintaining the going concern value of the Debtors’ businesses (the “*Critical Vendors*” and the prepetition obligations owed to such Critical Vendors, the “*Critical Vendor Claims*”), all as more fully set forth in the Motion; and upon consideration of the Caudill Declaration and the Simpton Declaration; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, as applicable, are: Takata Americas (9766); TK Finance, LLC (2753); TK China, LLC (1312); TK Holdings Inc. (3416); Takata Protection Systems Inc. (3881); Interiors in Flight Inc. (4046); TK Mexico Inc. (8331); TK Mexico LLC (9029); TK Holdings de Mexico, S. de R.L. de C.V. (N/A); Industrias Irvin de Mexico, S.A. de C.V. (N/A); Takata de Mexico, S.A. de C.V. (N/A); and Strosshe-Mex, S. de R.L. de C.V. (N/A). Except as otherwise set forth herein, the Debtors’ international affiliates and subsidiaries are not debtors in these chapter 11 cases. The location of the Debtors’ corporate headquarters is 2500 Takata Drive, Auburn Hills, Michigan 48326.

² Capitalized terms used but not otherwise herein defined shall have the meanings ascribed to such terms in the Motion.

and 1334, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated February 29, 2012; and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to the parties listed therein, and it appearing that no other or further notice need be provided; and the Court having reviewed the Motion; and the Court having held a hearing on the Motion on June 27, 2017; and the Court having granted interim relief on the Motion on June 27, 2017 (Docket No. 106); and the Court having held a final hearing on the Motion on August 10, 2017; and all objections to the Motion having been withdrawn, resolved or overruled; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, creditors, and all parties in interests; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is granted on a final basis, as provided herein.
2. The Debtors are authorized, but not directed, pursuant to sections 105(a), 363(b), and 503(b)(9) of the Bankruptcy Code, to satisfy all prepetition Critical Vendor Claims, in an amount not to exceed \$47,440,000, in the ordinary course of business, upon such terms and in the manner provided in this Final Order and the Motion.
3. Unless necessary and appropriate to avoid an immediate shutdown of the Debtors' operations or other similar exigent circumstances as determined by the Debtors in good faith and described in the notice discussed below, in which case the Debtors shall not provide

less than eighteen (18) hours' written email notice to the statutory committee of unsecured creditors and the statutory committee of tort claimant creditors (collectively, the "*Committees*") appointed in these Chapter 11 Cases, the Debtors shall provide three (3) business days' written notice to the Committees prior to making any payment of a Critical Vendor Claim in excess of \$250,000 to a particular Critical Vendor, which notice shall include (i) the name of the Critical Vendor, (ii) the amount of the proposed payment, (iii) estimated total Critical Vendor Claim of such Critical Vendor and whether the Debtors are aware of a Critical Vendor Claim that could be asserted by such Critical Vendor under section 503(b)(9) of the Bankruptcy Code, (iv) estimated payment date, (v) purpose of such payment, including any alternative vendors the Debtors considered, (vi) whether such Critical Vendor has an existing contract with any Debtor, (vii) whether the Debtors and such Critical Vendor have executed a Vendor Agreement (as defined below) and whether the Debtors are receiving less favorable terms than the Customary Trade Terms, and (viii) the Debtor payor(s). If a Committee timely objects to the payment of a Critical Vendor Claim in excess of \$250,000, the Debtors shall not make such payment absent further order of this Court or written consent of the applicable Committee.

4. The Debtors shall only make payment on account of a Critical Vendor Claim to a Critical Vendor who agrees to continue to supply goods or services to the Debtors on Customary Trade Terms or such other trade terms that are individually agreed to by the Debtors and such Critical Vendor.

5. The Debtors shall undertake all appropriate efforts to cause Critical Vendors to enter into an agreement (the "*Vendor Agreement*") with the Debtors, substantially in the form of the agreement annexed to the Motion as Exhibit D.

6. The Debtors are authorized, but not required, to enter into Vendor Agreements when the Debtors determine, in the exercise of their reasonable business judgment, that it is appropriate to do so; *provided, however*, that the Debtors' inability to enter into a Vendor Agreement shall not preclude them from paying a Critical Vendor Claim when, in the exercise of their reasonable business judgment, such payment is necessary to the Debtors' operations.

7. If the Debtors, in their discretion, determine that a Critical Vendor has not complied with the terms and provisions of the Vendor Agreement or has failed to continue to comply with the Customary Trade Terms or such other trade terms that are individually agreed to by the Debtors and such Critical Vendor following the date of the agreement, the Debtors may terminate a Vendor Agreement, together with the other benefits to the Critical Vendor as contained in this Order; *provided, however*, that the Vendor Agreement may be reinstated if (i) such determination is subsequently reversed by the Court for good cause shown that the determination was materially incorrect after notice and a hearing following a motion from the Critical Vendor, (ii) the underlying default of the Vendor Agreement is fully cured by the Critical Vendor not later than five (5) business days after the Debtors provide notice of such default, or (iii) the Debtors, in their discretion, reach an agreement with the Critical Vendor.

8. If a Vendor Agreement is terminated as set forth above, or if a Critical Vendor that has received payment of a prepetition claim later refuses to continue to supply goods or services for the applicable period in compliance with the Vendor Agreement or this Order, then the Debtors reserve their rights to and may seek approval of this Court to (i) deem such payment to apply to postpetition amounts payable to such Critical Vendor, if applicable, or (ii) take any and all appropriate steps to cause such Critical Vendor to repay

payments made to it on account of its prepetition Critical Vendor Claim to the extent that such payments exceed the postpetition amounts then owing to such Critical Vendor. The Critical Vendor Claim shall then be reinstated in such an amount so as to restore the Debtors and the Critical Vendor to their original positions as if the Vendor Agreement had never been entered into and the payment of the Critical Vendor Claim had not been made.

9. Any Critical Vendor that accepts payment from the Debtors on account of all or a portion of a Critical Vendor Claim pursuant to this Final Order shall be deemed to agree to the terms and provisions of this Final Order.

10. The Debtors shall maintain a matrix summarizing (i) the name of each Critical Vendor paid on account of its Critical Vendor Claim, (ii) the amount paid by each Debtor payor to each Critical Vendor on account of its Critical Vendor Claim, (iii) the goods or services provided by such Critical Vendor, and (iv) committed future payments to Critical Vendors organized by each Debtor payor. This matrix shall be provided on a bi-weekly basis, one week in arrears, to the Office of the United States Trustee for the District of Delaware and the professionals retained by the Committees; *provided, however*, that the matrix shall be considered confidential and shall be subject to the individual agreements between the Debtors and each of the Committees regarding the handling of confidential material in these Chapter 11 Cases.

11. Applicable banks and financial institutions are authorized, but not directed, at the Debtors' request, to receive, process, honor and pay, to the extent of funds on deposit, any and all checks issued or to be issued or electronic fund transfers requested or to be requested by the Debtors relating to the Critical Vendor Claims.

12. The Debtors are authorized, but not directed, to issue new postpetition checks, or effect new electronic fund transfers, on account of the Critical Vendor Claims to replace any prepetition checks or electronic fund transfer requests that may be lost, dishonored, or rejected as a result of the commencement of the Chapter 11 Cases.

13. Nothing contained in this Final Order or in the Motion is intended to be or shall be construed as (i) an admission as to the nature, validity, or priority of any claim against the Debtors, (ii) a waiver of (a) the Debtors', (b) the Committees', or (c) any other party in interest's rights to dispute any claim, or (iii) an approval or assumption of any agreement, contract, program, policy, or lease under section 365 of the Bankruptcy Code. Likewise any payment made pursuant to this Final Order is not intended to be and shall not be construed as an admission to the nature, validity, or priority of any claim or a waiver of the rights of the parties in clauses (ii)(a)-(ii)(c) of this paragraph 13 to dispute such claim subsequently.

14. Notwithstanding entry of this Final Order, nothing herein shall create, nor is intended to create, any rights in favor of or enhance the status of any claim held by, any party.

15. Notwithstanding anything to the contrary contained herein, any payment to be made, or authorization contained hereunder shall be subject to the same limitations and restrictions as are provided for in any order of this Court approving the Debtors' entry into any accommodation or similar agreements with the Consenting OEMs and granting the Consenting OEMs adequate protection in connection therewith (each a "***Adequate Protection Order***"). To the extent there is any conflict between this Final Order and any Adequate Protection Order, the terms of such Adequate Protection Order shall control. Entry of this Order is without prejudice to any rights or objections of either Committee with respect to any Adequate Protection Order(s), all of which are expressly preserved.

16. Notwithstanding the provisions of Bankruptcy Rule 6004(h), this Final Order shall be immediately effective and enforceable upon its entry.

17. The Debtors are authorized to take all steps necessary or appropriate to carry out this Final Order.

18. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Final Order.

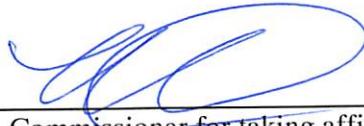
Dated: August 9, 2017
Wilmington, Delaware



THE HONORABLE BRENDAN L. SHANNON
CHIEF UNITED STATES BANKRUPTCY JUDGE

Tab R

This is **Exhibit "R"** referred to in the
affidavit of **KEITH A. TEEL**
sworn before me this
5th day of October, 2017

A handwritten signature in blue ink, consisting of several loops and flourishes, positioned above a horizontal line.

A Commissioner for taking affidavits

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

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In re : **Chapter 11**
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:
:
TK HOLDINGS INC. et al., : **Case No. 17-11375 (BLS)**
:
:
:
Debtors.¹ : **(Jointly Administered)**
:
:
:
-----x **Re: Docket Nos. 10 and 108**

**FINAL ORDER PURSUANT TO 11 U.S.C. §§ 363 AND 105(a)
AUTHORIZING DEBTORS TO (I) CONTINUE TOOLING AND
WARRANTY PROGRAMS IN THE ORDINARY COURSE OF
BUSINESS AND PAY PREPETITION OBLIGATIONS RELATED
THERETO, AND (II) AUTHORIZE BANKS TO HONOR AND
PROCESS RELATED CHECKS AND TRANSFERS**

Upon the motion, dated June 25, 2017 (the "*Motion*"),² of TK Holdings Inc. and its affiliated debtors, as debtors and debtors in possession (collectively, the "*Debtors*"), pursuant to sections 363 and 105(a) of title 11 of the United States Code (the "*Bankruptcy Code*"), for authority to (i) pay and honor all obligations with respect to tooling equipment, product warranties, and related programs (collectively, the "*Tooling and Warranty Programs*" and the obligations thereunder and related thereto, collectively, the "*Tooling and Warranty Obligations*") and to otherwise continuing the Tooling and Warranty Programs and practices in the ordinary course of business, and (ii) authorize applicable banks and other financial

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² Capitalized terms used but not otherwise herein defined shall have the meanings ascribed to such terms in the Motion.

institutions to honor and process related checks and transfers, all as more fully set forth in the Motion; and upon consideration of the Caudill Declaration; and this Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334, and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware* dated February 29, 2012; and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to the parties listed therein, and it appearing that no other or further notice need be provided; and this Court having reviewed the Motion; and this Court having held a hearing on the Motion on June 27, 2017; and this Court having granted interim relief on the Motion on June 27, 2017 (ECF No. 108); and this Court having held a final hearing on the Motion on August 10, 2017; and all objections to the Motion having been withdrawn, resolved or overruled; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, creditors, and all parties in interests; and upon all of the proceedings had before this Court and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is granted on a final basis, as provided herein.
2. The Debtors are authorized, but not directed, pursuant to sections 363 and 105(a) of the Bankruptcy Code to (i) pay, perform and honor the Tooling and Warranty Obligations, and (ii) continue, renew, replace, implement new, and/or terminate the Tooling and Warranty Programs as they deem appropriate, in the ordinary course of business, without further

application to the Court, including making all payments, honoring and satisfying all obligations and permitting and effecting all setoffs in connection therewith, whether relating to the period prior or subsequent to the Petition Date; *provided, however*, that unless necessary and appropriate to avoid an immediate shutdown of the Debtors' operations or other similar exigent circumstances as determined by the Debtors in good faith and described in the notice discussed below, in which case the Debtors shall not provide less than eighteen (18) hours' written email notice to the statutory committee of unsecured creditors and the statutory committee of tort claimant creditors (collectively, the "**Committees**") appointed in these Chapter 11 Cases, the Debtors shall provide three (3) business days' written notice (the "**Notice Period**") to the Committees prior to making any disbursements on account of: (i) a Tooling Program for a specific component part that exceeds, by more than \$750,000, the amount budgeted by the Debtors for such Tooling Program as of the date of this Order; (ii) a Tooling Program for a specific component part that (a) is not contemplated by the Debtors' budget as of the date of this Order, and (b) would cost in excess of \$750,000 in the aggregate; (iii) a supplier-owned Tooling Program, the cost of which, when combined with disbursements for other supplier-owned Tooling Programs made by the Debtors after the Petition Date, would exceed the amount budgeted by the Debtors as of the date of this Order for supplier-owned Tooling Programs by more than \$1 million; (iv) a customer-owned Tooling Program, the cost of which, when combined with disbursements for other customer-owned Tooling Programs made by the Debtors after the Petition Date, would exceed the amount budgeted by the Debtors as of the date of this Order for customer-owned Tooling Programs by more than \$1.5 million; or (v) a Warranty Program that would exceed \$5 million in the aggregate (any such disbursement, a "**Tooling or Warranty Program Modification**"). Should either Committee object to the Tooling or Warranty

Program Modification, such Committee may file an objection (an “*Objection*”) to such Tooling or Warranty Program Modification within the Notice Period setting forth the basis for such Objection, which Objection shall be heard on an expedited basis. If an Objection is filed, the Debtors shall not make the proposed Tooling or Warranty Program Modification unless and until such Objection is overruled or resolved by agreement between the Debtors and the objecting Committee.

3. Applicable banks and financial institutions are authorized, but not directed, at the Debtors’ request, to receive, process, honor and pay, to the extent of funds on deposit, any and all checks issued or to be issued or electronic fund transfers requested or to be requested by the Debtors relating to the Tooling and Warranty Obligations.

4. The Debtors are authorized, but not directed, to issue new postpetition checks, or effect new electronic fund transfers, on account of the Tooling and Warranty Obligations to replace any prepetition checks or electronic fund transfer requests that may be lost, dishonored, or rejected as a result of the commencement of the Chapter 11 Cases.

5. Nothing contained in this Final Order or in the Motion is intended to be or shall be construed as (a) an admission as to the nature, validity, or priority of any claim against the Debtors, (b) a waiver of (i) the Debtors’, (ii) the Committees’, or (iii) any other party in interest’s rights to dispute any claim, or (c) an approval or assumption of any agreement, contract, program, policy, or lease under section 365 of the Bankruptcy Code. Likewise any payment made pursuant to this Final Order is not intended to be and shall not be construed as an admission to the nature, validity, or priority of any claim or a waiver of the rights of the parties in clauses (b)(i)-(b)(iii) of this paragraph 5 to dispute such claim subsequently.

6. Notwithstanding entry of this Final Order, nothing herein shall create, nor is intended to create, any rights in favor of or enhance the status of any claim held by, any party.


7. Notwithstanding anything to the contrary contained herein, any payment to be made, or authorization contained hereunder shall be subject to the same limitations and restrictions as are provided for in any order of this Court approving the Debtors' entry into any accommodation or similar agreements with the Consenting OEMs and granting the Consenting OEMs adequate protection in connection therewith (each a "*Adequate Protection Order*"). To the extent there is any conflict between this Final Order and any Adequate Protection Order, the terms of such Adequate Protection Order shall control.

8. Notwithstanding the provisions of Bankruptcy Rule 6004(h), this Final Order shall be immediately effective and enforceable upon its entry. Entry of this Order is without prejudice to any rights or objections of either Committee with respect to any Adequate Protection Order(s), all of which are expressly preserved.

9. The Debtors are authorized to take all steps necessary or appropriate to carry out this Final Order.

10. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Final Order.

Dated: August 9, 2017
Wilmington, Delaware



THE HONORABLE BRENDAN L. SHANNON
CHIEF UNITED STATES BANKRUPTCY JUDGE

Tab S

This is **Exhibit "S"** referred to in the
affidavit of **KEITH A. TEEL**
sworn before me this
5th day of October, 2017

A handwritten signature in blue ink, consisting of several loops and flourishes, positioned above a horizontal line.

A Commissioner for taking affidavits

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

	X		
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In re	:		Chapter 11
	:		
TK HOLDINGS INC., et al.,	:		Case No. 17-11375 (BLS)
	:		
Debtors.¹	:		(Jointly Administered)
	:		
	:		Re: Docket No. 11 and 111
	X		

**FINAL ORDER PURSUANT TO 11 U.S.C. §§ 105(a), 362(d),
363(b), AND 503(b) AND FED. R. BANKR. P. 4001, 6003, AND 6004
AUTHORIZING DEBTORS TO CONTINUE THEIR INSURANCE AND SURETY
BOND PROGRAMS AND PAY ALL OBLIGATIONS WITH RESPECT THERETO**

Upon the motion, dated June 25, 2017 (the “*Motion*”),² of TK Holdings Inc. and its affiliated debtors, as debtors and debtors in possession (collectively, the “*Debtors*”), pursuant to sections 105(a), 362(d), and 363(b) of title 11 of the United States Code (the “*Bankruptcy Code*”) and Rules 4001, 6003, and 6004 of the Federal Rules of Bankruptcy Procedure (the “*Bankruptcy Rules*”), for entry of interim and final orders (i) authorizing the Debtors to (a) continue all Insurance Programs, including the Workers’ Compensation Program, and the Surety Bond Program in accordance with the applicable insurance policies and to perform with respect thereto in the ordinary course of business during the administration of these Chapter 11 Cases and (b) pay any prepetition obligations arising under the Insurance Programs, including any Broker’s Fees, or the Surety Bond Program, (ii) modifying the automatic stay imposed by section

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, as applicable, are: Takata Americas (9766); TK Finance, LLC (2753); TK China, LLC (1312); TK Holdings Inc. (3416); Takata Protection Systems Inc. (3881); Interiors in Flight Inc. (4046); TK Mexico Inc. (8331); TK Mexico LLC (9029); TK Holdings de Mexico, S. de R.L. de C.V. (N/A); Industrias Irvin de Mexico, S.A. de C.V. (N/A); Takata de Mexico, S.A. de C.V. (N/A); and Strosshe-Mex, S. de R.L. de C.V. (N/A). Except as otherwise set forth herein, the Debtors’ international affiliates and subsidiaries are not debtors in these chapter 11 cases. The location of the Debtors’ corporate headquarters is 2500 Takata Drive, Auburn Hills, Michigan 48326.

² Capitalized terms used but not otherwise herein defined shall have the meanings ascribed to such terms in the Motion.

362 of the Bankruptcy Code to the extent necessary to permit the Debtors' employees to proceed with any claims they may have under the Workers' Compensation Program, and (iii) granting certain related relief, all as more fully set forth in the Motion; and upon consideration of the Caudill Declaration; and this Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated February 29, 2012; and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to the parties listed therein, and it appearing that no other or further notice need be provided; and this Court having reviewed the Motion; and this Court having held a hearing on the Motion on June 27, 2017; and this Court having granted interim relief on the Motion on June 27, 2017 (Docket No. 111); and this Court having held a final hearing on the Motion on August 10, 2017; and all objections to the Motion having been withdrawn, resolved or overruled; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, creditors, and all parties in interests; and upon all of the proceedings had before this Court and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is granted on a final basis, as provided herein.
2. The Debtors are authorized, but not directed, pursuant to sections 363(b) and 105(a) of the Bankruptcy Code, to continue all Insurance Programs, including the Workers'

Compensation Program, and the Surety Bond Program, to perform with respect thereto, and to satisfy any prepetition Insurance Obligations or Surety Bond Obligations.

3. The Debtors are authorized, but not directed, to renew, rollover, replace, or obtain new Insurance Programs, and to take all appropriate actions in connection therewith, in the ordinary course of business; *provided, however*, that the Debtors shall provide the statutory committee of unsecured creditors and the statutory committee of tort claimant creditors (collectively, the “*Committees*”) appointed in these Chapter 11 Cases with five (5) calendar days’ written notice (the “*Notice Period*”) prior to making any modification of any Insurance Program, including the Workers’ Compensation Program, and the Surety Bond Program, that could result in material increased costs or expenses to the Debtors’ estates that are inconsistent with the Debtors’ past practices (any such modification or action, a “*Proposed Modification*”). Should either Committee object to the Proposed Modification, such Committee may file an objection (an “*Objection*”) to such Proposed Modification within the Notice Period setting forth the basis for such Objection, which Objection shall be heard on an expedited basis. If an Objection is filed, the Debtors shall not make the Proposed Modification unless and until such Objection is overruled or resolved by agreement between the Debtors and the applicable Committee.

4. The Debtors shall provide to the Committees’ professionals on a monthly basis, one week in arrears, written reports of all payments made by the Debtors relating to the Insurance Programs, including the Workers’ Compensation Program, and the Surety Bond Program.

5. Pursuant to section 362(d) of the Bankruptcy Code, the automatic stay shall be modified to the extent necessary to permit the Debtors' employees to proceed with any claims they may have under the Workers' Compensation Program.

6. Applicable banks and financial institutions are authorized, but not directed, at the Debtors' request, to receive, process, honor and pay, to the extent of funds on deposit, any and all checks issued or to be issued or electronic fund transfers requested or to be requested by the Debtors relating to the Insurance Obligations or Surety Bond Obligations.

7. The Debtors are authorized, but not directed, to issue new postpetition checks, or effect new electronic fund transfers, on account of the Insurance Obligations to replace any prepetition checks or electronic fund transfer requests that may be lost, dishonored, or rejected as a result of the commencement of the Chapter 11 Cases.

8. Nothing contained in this Final Order or in the Motion is intended to be or shall be construed as (a) an admission as to the nature, validity, or priority of any claim against the Debtors, (b) a waiver of (i) the Debtors', (ii) the Committees', or (iii) any other party in interest's rights to dispute any claim, or (c) an approval or assumption of any agreement, contract, program, policy, or lease under section 365 of the Bankruptcy Code. Likewise any payment made pursuant to this Final Order is not intended to be and shall not be construed as an admission to the nature, validity, or priority of any claim or a waiver of the rights of the parties in clauses (b)(i)-(b)(iii) of this paragraph 8 to dispute such claim subsequently.

9. Notwithstanding entry of this Final Order, nothing herein shall create, nor is intended to create, any rights in favor of or enhance the status of any claim held by, any party.

10. Notwithstanding anything to the contrary contained herein, any payment to be made, or authorization contained hereunder shall be subject to the same limitations and

restrictions as are provided for in any order of this Court approving the Debtors' entry into any accommodation or similar agreements with the Consenting OEMs and granting the Consenting OEMs adequate protection in connection therewith (each a "*Adequate Protection Order*"). To the extent there is any conflict between this Final Order and any Adequate Protection Order, the terms of such Adequate Protection Order shall control. Entry of this Order is without prejudice to any rights or objections of either Committee with respect to any Adequate Protection Order(s), all of which are expressly preserved.

11. Notwithstanding the provisions of Bankruptcy Rule 6004(h), this Final Order shall be immediately effective and enforceable upon its entry.

12. The Debtors are authorized to take all steps necessary or appropriate to carry out this Final Order.

13. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Final Order.

Dated: August 9, 2017
Wilmington, Delaware



THE HONORABLE BRENDAN L. SHANNON
CHIEF UNITED STATES BANKRUPTCY JUDGE

Tab T

This is **Exhibit "T"** referred to in the
affidavit of **KEITH A. TEEL**
sworn before me this
5th day of October, 2017

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke.

A Commissioner for taking affidavits

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

	-----X		
	:		
In re	:		Chapter 11
	:		
TK HOLDINGS INC., et al.,	:		Case No. 17-11375 (BLS)
	:		
Debtors.¹	:		(Jointly Administered)
	:		Re: Docket Nos. 318 & 615
	-----X		

ORDER PURSUANT TO 11 U.S.C. §§ 327(a) AND 328(a), FED. R. BANKR. P. 2014 AND 2016, AND DEL. BANKR. L.R. 2014-1 AUTHORIZING THE RETENTION AND EMPLOYMENT OF LAZARD FRÈRES & CO. LLC AND LAZARD FRÈRES K.K. AS INVESTMENT BANKER TO THE DEBTORS NUNC PRO TUNC TO THE PETITION DATE AND WAIVING CERTAIN INFORMATION REQUIREMENTS OF LOCAL RULE 2016-2

Upon the application (the “*Application*”)² of TK Holdings Inc. and its affiliated debtors, as debtors and debtors in possession (collectively, the “*Debtors*”), pursuant to sections 327(a), 328, and 330(a) of title 11 of the United States Code (the “*Bankruptcy Code*”), Rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedure (the “*Bankruptcy Rules*”), and Rules 2014-1 and 2016-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “*Local Rules*”), for authority to retain and employ and retain Lazard Frères & Co. LLC and Lazard Frères K.K. (collectively, “*Lazard*”) as investment banker and financial advisor to the Debtors *nunc pro tunc* to the Petition Date on the

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, as applicable, are: Takata Americas (9766); TK Finance, LLC (2753); TK China, LLC (1312); TK Holdings Inc. (3416); Takata Protection Systems Inc. (3881); Interiors in Flight Inc. (4046); TK Mexico Inc. (8331); TK Mexico LLC (9029); TK Holdings de Mexico, S. de R.L. de C.V. (N/A); Industrias Irvin de Mexico, S.A. de C.V. (N/A); Takata de Mexico, S.A. de C.V. (N/A); and Strosshe-Mex, S. de R.L. de C.V. (N/A). Except as otherwise set forth herein, the Debtors’ international affiliates and subsidiaries are not debtors in these chapter 11 cases. The location of the Debtors’ corporate headquarters is 2500 Takata Drive, Auburn Hills, Michigan 48326.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Application or the Engagement Letter, as applicable.

terms set forth in the engagement letter, dated as of June 26, 2017 (the “*Engagement Agreement*”), the addendum to the Engagement Agreement, dated as of August 17, 2017 attached hereto as Exhibit A (the “*Addendum*”) and the related indemnification agreement (the “*Indemnification Letter*”) and, together with the Engagement Agreement and the Addendum, the “*Lazard Agreement*”) all as more fully set forth in the Application; and upon consideration of the Caudill Declaration and the Yearley Declaration; and this Court having jurisdiction to consider the Application and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated February 29, 2012; and consideration of the Application and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Application having been provided to the parties listed therein, and it appearing that no other or further notice need be provided; and this Court having reviewed the Application; and this Court having held a hearing (if any) on the Application; and all objections to the Application having been withdrawn, resolved or overruled; and this Court having determined that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and the Court being satisfied with the representations made in the Application and the Yearley Declaration that Lazard represents no interest adverse to the estates, that it is a “disinterested person” as that term is defined under section 101(14) of the Bankruptcy Code, and that its employment is necessary; and it appearing that the relief requested in the Application is in the best interests of the Debtors, their estates, creditors, and all parties in interests; and upon all of the proceedings had before this Court and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Application as modified by this Order is GRANTED as set forth herein.
2. The Debtors are authorized, pursuant to sections 327(a) and 328(a) of the Bankruptcy Code, to engage Lazard as their investment banker in their chapter 11 cases, *nunc pro tunc* to the Petition Date, for the purposes set forth in the Engagement Agreement and upon the terms of the Engagement Agreement, the Addendum and the Indemnification Letter, as modified herein.
3. All of Lazard's compensation as set forth in the Engagement Agreement and the Addendum, including, without limitation, the Monthly Fee and the Restructuring Fee, and the Indemnification Letter are approved pursuant to section 328(a) of the Bankruptcy Code; *provided, however*, that the Restructuring Fee will not be payable until such fee has been allowed by this Court.
4. For the avoidance of doubt, the allocation of fees between TKH and TKJ, as described in the Lazard Agreement, shall not limit, modify or alter the right of either of the Committees to challenge any allocation of proceeds of any sale or other Restructuring as between TKH and TKJ (other than the allocation of the Restructuring Fee as between TKH and TKJ, which has been approved by this Order), and all of such rights are expressly reserved.
5. Notwithstanding anything to the contrary contained in the Lazard Agreement, in the event the Debtors and their nondebtor affiliates do not pursue and/or consummate a global sale transaction, Lazard will, at the Debtors' request, assist the Debtors in developing and executing on an alternative sales process for some or all of the Debtors' assets.

6. Lazard shall file fee applications for monthly, interim, and final allowance of compensation and reimbursement of expenses pursuant to the procedures set forth in sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable procedures and orders of this Court; *provided, however*, that Lazard shall be compensated and reimbursed pursuant to section 328(a) of the Bankruptcy Code and that Lazard's fees and expenses shall not be evaluated under the standard set forth in section 330 of the Bankruptcy Code.

7. Notwithstanding paragraphs 2, 3 and 6 of this Order and any provision to the contrary in the Application, the Engagement Agreement, the Addendum, or the Indemnification Letter, the U.S. Trustee shall have the right to object to Lazard's request for compensation and reimbursement based on the reasonableness standard provided in section 330 of the Bankruptcy Code, and not section 328(a) of the Bankruptcy Code. This Order and the record relating to this Court's consideration of the Application shall not prejudice the rights of the U.S. Trustee to challenge the reasonableness of Lazard's fees under section 330 of the Bankruptcy Code. Accordingly, nothing in this Order or the record relating to this Court's consideration of the Application shall constitute a finding of fact or conclusion of law binding on the U.S. Trustee with respect to the reasonableness of Lazard's fees. Further, nothing in the Engagement Agreement or the Addendum shall affect or modify the standard of review applicable to an objection by the U.S. Trustee under this paragraph.

8. In the event that, during the pendency of these cases, Lazard seeks reimbursement for any attorneys' fees and/or expenses, the invoices and supporting time records from such attorneys shall be included in Lazard's fee applications and such invoices and time records shall be in compliance with the Local Rules and shall be subject to approval of this Court

under the standards of sections 330 and 331 of the Bankruptcy Code, without regard to whether such attorney has been retained under section 327 of the Bankruptcy Code and without regard to whether such attorney's services satisfy section 330(a)(3)(C) of the Bankruptcy Code. Notwithstanding the foregoing, Lazard shall only be reimbursed for any legal fees incurred in connection with the Debtors' chapter 11 cases to the extent permitted under applicable law and the decisions of this Court.

9. The provisions set forth in the Indemnification Letter are approved subject, during the pendency of the Debtors' chapter 11 cases, to the following:

- a. subject to the provisions of subparagraphs (b) and (d) below, the Debtors are authorized to indemnify, and to provide contribution and reimbursement to, and shall indemnify, and provide contribution and reimbursement to, the Indemnified Persons (as defined in the Indemnification Letter) in accordance with the Indemnification Letter for any claim arising from, related to, or in connection with the services provided for in the Engagement Agreement (as amended by the Addendum, the Application and this Order);
- b. notwithstanding subparagraph (a) above or any provisions of the Engagement Agreement to the contrary, the Debtors shall have no obligation to indemnify Lazard or provide contribution or reimbursement to Lazard (i) for any claim or expense that is judicially determined (the determination having become final) to have arisen from Lazard's bad faith, self-dealing, breach of fiduciary duty (if any), gross negligence, or willful misconduct, (ii) for a contractual dispute in which the Debtors allege the breach of Lazard's contractual obligations if this Court determines that indemnification, contribution, or reimbursement would not be permissible pursuant to *In re United Artists Theatre Co., et al.*, 315 F.3d 217 (3d Cir. 2003), or (iii) for any claim or expense that is settled prior to a judicial determination as to the exclusions set forth in clauses (i) and (ii) above, but determined by this Court, after notice and a hearing pursuant to subparagraph (d) *infra*, to be a claim or expense for which Lazard should not receive indemnity, contribution or reimbursement under the terms of the Indemnification Letter, as modified by the Order;
- c. if, during the pendency of the Debtors' chapter 11 cases, the indemnification is held unenforceable by reason of the exclusions set forth in subparagraph (b) above (i.e., bad faith, self-dealing, breach of fiduciary duty (if any), gross negligence, willful misconduct, or for a contractual dispute in which the Debtors allege the breach of Lazard's contractual

obligations if this Court determines that indemnification would not be permissible pursuant to the *United Artists* decision) and Lazard makes a claim for the payment of any amounts by the Debtors on account of the Debtors' contribution obligations, then the proviso set forth in the second sentence of the contribution provisions in the Indemnification Letter shall not apply; and

- d. if, before the earlier of (i) the entry of an order confirming a chapter 11 plan in the Debtors' cases (that order having become a final order no longer subject to appeal), and (ii) the entry of an order closing the Debtors' chapter 11 cases, Lazard believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution and/or reimbursement obligations under the Indemnification Letter, as modified by this Order, including without limitation the advancement of defense costs, Lazard must file an application therefor in this Court, and the Debtors may not pay any such amounts to Lazard before the entry of an order by this Court approving such payment. This subparagraph (d) is intended only to specify the period during which this Court shall have jurisdiction over any request by Lazard for indemnification, contribution or reimbursement and is not a provision limiting the duration of the Debtors' obligation to indemnify.

10. Notwithstanding anything to the contrary in the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, any order of this Court, or any guidelines established by the U.S. Trustee regarding submission and approval of fee applications, Lazard and its professionals shall be excused from: (a) the requirement to maintain or provide detailed time records for services rendered post-petition in accordance with Local Rule 2016-2 and (b) providing or conforming to any schedule of hourly rates. Instead, notwithstanding that Lazard does not charge for its services on an hourly basis, Lazard shall present to the Court daily descriptions of those services provided on behalf of the Debtors, set forth for each individual who provided such services, kept in half-hour (0.5) increments with a reasonably detailed description of the services provided.

11. The second sentence of paragraph 10 of the Engagement Agreement regarding any fiduciary relationships shall have no force and effect during the Debtors' chapter 11 cases.

12. To the extent there are any conflicts between this Order and the Application, the Lazard Agreement, or the Yearley Declaration, the terms of this Order shall control.

13. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Application.

14. Notwithstanding any provisions of the Lazard Agreement to the contrary, during the pendency of the Debtors' chapter 11 cases, this Court shall retain jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Order and Lazard's retention in the Debtors' chapter 11 cases.

Dated: 8/30, 2017
Wilmington, Delaware



THE HONORABLE BRENDAN L. SHANNON
CHIEF UNITED STATES BANKRUPTCY JUDGE

Exhibit A

Addendum to Engagement Agreement

Lazard Frères & Co. LLC
30 ROCKEFELLER PLAZA
NEW YORK, NY 10020
USA

Lazard Frères K.K.
SANNO PARK TOWER, 25TH
FLOOR
11-1, NAGATACHO 2-CHOME
CHIYODA-KU, TOKYO, JAPAN
100-6106

August 17, 2017

Takata Corporation
2-3-14 Higashishinagawa, Shinagawa-ku,
Tokyo, 140-0002, Japan

Attention: Mr. Shigehisa Takada
President & CEO

TK Holdings Inc.
2500 Takata Drive
Auburn Hills, MI 48326

Attention: Mr. Katsumi Mitsuhashi
President

Dear Sirs:

Reference is made to the engagement agreement (the "Engagement Letter") dated as of June 26, 2017 by and among Lazard Frères & Co. LLC and Lazard Frères K.K. (together, "Lazard"), on the one hand, and Takata Corporation ("Takata Corporation") and its controlled subsidiaries, including, without limitation, TK Holdings Inc. and its debtor affiliates¹ (collectively, "TKH") and any entity formed or used for the purposes set forth therein (collectively, including Takata Corporation and TKH, the "Company"). Capitalized terms used herein without definition shall have the meanings ascribed thereto in the Engagement Letter.

As contemplated by Section 2(b) of the Engagement Letter, Lazard, TKH and TKJ have agreed upon allocation of the Restructuring Fee between TKH and TKJ. This letter confirms the

¹ The debtor affiliates of TKH Holdings Inc. include Takata Americas, TK Finance, LLC, TK China, LLC, Takata Protection Systems Inc., Interiors in Flight Inc., TK Mexico Inc., TK Mexico LLC, TK Holdings de Mexico, S. de R.L. de C.V., Industrias Irvin de Mexico, S.A. de C.V., Takata de Mexico, S.A. de C.V. and Strosshe-Mex, S. de R.L. de C.V.

agreement of the parties that \$10,500,000 of the Restructuring Fee will be paid by TKH and \$10,500,000 of the Restructuring Fee will be paid by TKJ.

This letter further confirms the agreement of the parties that one-half of the Monthly Fees paid with respect to each month following March 1, 2018 shall be credited against the portion of the Restructuring Fee payable by TKH; provided, that such credit shall only apply to the extent that the fees payable by TKH pursuant to the Engagement Letter, as amended hereby, are approved in entirety by the Bankruptcy Court.

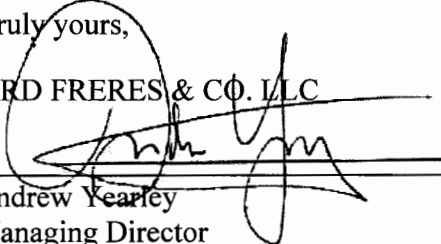
As contemplated by Section 3 of the Engagement Letter, the effectiveness of this letter agreement shall be subject to approval by the Bankruptcy Court and subject to authorization, if any is required, in the TKJ proceeding in Japan under the Civil Rehabilitation Law.

[signature page follows]

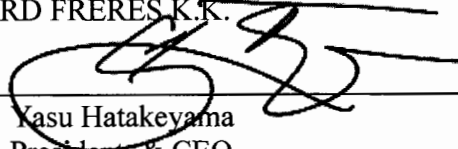
Except to the extent provided above, the Engagement letter and the related Indemnification Letter remain full force and effect. If the foregoing correctly sets forth the understanding among us, please so indicate on the enclosed signed copy of this letter in the space provided therefor and return it to us, whereupon this letter shall constitute a binding agreement among us.

Very truly yours,

LAZARD FRERES & CO. LLC

By: 
Andrew Yearley
Managing Director

LAZARD FRERES K.K.

By: 
Yasu Hatakeyama
President & CEO

AGREED TO AND ACCEPTED
as of the date first above written:

TAKATA CORPORATION, on behalf of itself
and its controlled subsidiaries

By: _____
Shigehisa Takada
President & CEO

TK HOLDINGS INC., on behalf of itself
and its controlled subsidiaries

By: _____
Katsumi Mitsuhashi
President

Except to the extent provided above, the Engagement Letter and the related Indemnification Letter remain in full force and effect. If the foregoing correctly sets forth the understanding among us, please so indicate on the enclosed signed copy of this letter in the space provided therefor and return it to us, whereupon this letter shall constitute a binding agreement among us.

Very truly yours,

LAZARD FRERES & CO. LLC

By: _____
Andrew Yearley
Managing Director

LAZARD FRERES K.K.

By: _____
Yasu Hatakeyama
President & CEO

AGREED TO AND ACCEPTED
as of the date first above written:

TAKATA CORPORATION, on behalf of itself
and its controlled subsidiaries

By: _____
Shigehisa Takada
President & CEO

TK HOLDINGS INC., on behalf of itself
and its controlled subsidiaries

By: _____
Katsumi Mitsuhashi
President

Tab U

This is **Exhibit "U"** referred to in the
affidavit of **KEITH A. TEEL**
sworn before me this
5th day of October, 2017



A Commissioner for taking affidavits

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:)	Chapter 11
)	
TK HOLDINGS INC., <i>et al.</i>)	Case No. 17-11375 (BLS)
)	
Debtors. ¹)	(Jointly Administered)
)	
)	Related to Docket No. 296

**ORDER PURSUANT TO 11 U.S.C. §§ 105 AND 1103 AND FEDERAL RULE
OF BANKRUPTCY PROCEDURE 2014 AUTHORIZING THE RETENTION
AND EMPLOYMENT OF FRANKEL WYRON LLP AS COUNSEL
TO THE FUTURE CLAIMANTS' REPRESENTATIVE,
NUNC PRO TUNC TO JULY 24, 2017**

Upon consideration of the application dated July 24, 2017 (the "*Application*")² of the Future Claimants' Representative for an order authorizing the Future Claimants' Representative to retain and employ Frankel Wyron LLP as counsel *nunc pro tunc* to July 24, 2017 pursuant to sections 105(a) and 1103 of the Bankruptcy Code and Bankruptcy Rule 2014; and upon consideration of the Wyron Declaration in support thereof; and the Court being satisfied that, except as may otherwise be set forth in the Wyron Declaration, that Frankel Wyron LLP represents no interest adverse to the Future Claimants' Representative or Future Claimants with respect to matters upon which Frankel Wyron LLP is to be engaged, that Frankel Wyron LLP is a "disinterested person" as that term is defined under section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, and that Frankel Wyron LLP's employment

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, as applicable, are: Takata Americas (9766); TK Finance, LLC (2753); TK China, LLC (1312); TK Holdings Inc. (3416); Takata Protection Systems Inc. (3881); Interiors in Flight Inc. (4046); TK Mexico Inc. (8331); TK Mexico LLC (9029); TK Holdings de Mexico, S. de R.L. de C.V. (N/A); Industrias Irvin de Mexico, S.A. de C.V. (N/A); Takata de Mexico, S.A. de C.V. (N/A); and Strosshe-Mex, S. de R.L. de C.V. (N/A). Except as otherwise set forth herein, the Debtors' international affiliates and subsidiaries are not debtors in these chapter 11 cases. The location of the Debtors' corporate headquarters is 2500 Takata Drive, Auburn Hills, Michigan 48326.

² Capitalized terms not defined herein shall have the meanings ascribed to them in the Application.

is necessary and is in the best interests of the Future Claimants' Representative and Future Claimants; and due and adequate notice of the Application having been given; and it appearing that no further or other notice is required; and after due deliberation and sufficient cause appearing therefore, it is hereby ORDERED that:

1. The Application is hereby **GRANTED** as set forth herein.

2. In accordance with sections 105(a) and 1103 of the Bankruptcy Code, and Bankruptcy Rule 2014, the Future Claimants' Representative is hereby authorized to retain and employ the law firm of Frankel Wyron LLP as counsel on the terms set forth in the Application and the Wyron Declaration *nunc pro tunc* to July 24, 2017.

3. Frankel Wyron LLP shall be entitled to an allowance of compensation and reimbursement of expenses upon the filing and approval of interim and final applications pursuant to the Bankruptcy Code, Bankruptcy Rules, the Local Rules, and such other Orders as the Court may direct.

4. In each interim fee application and final fee application, all attorneys who have been or are hereafter retained pursuant to sections 327 or 1103 of the Bankruptcy Code (i) shall apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with the Debtors' chapter 11 cases in compliance with sections 330 and 331 of the Bankruptcy Code and applicable provisions of the Bankruptcy Rules, Local Rules and any other applicable procedures and orders of the Court, and (ii) intend to make a reasonable effort to comply with the U.S. Trustee's requests for information and additional disclosures as set forth in the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases Effective as of November 1, 2013*.

5. This Court shall retain jurisdiction over any and all matters arising from or related to the interpretation or implementation of this Order.

Dated: August 30 2017



THE HONORABLE BRENDAN L. SHANNON
UNITED STATES BANKRUPTCY JUDGE

Tab V

This is **Exhibit “V”** referred to in the
affidavit of **KEITH A. TEEL**
sworn before me this
5th day of October, 2017



A Commissioner for taking affidavits

is in the best interests of the Future Claimants' Representative and Future Claimants; and due and adequate notice of the Application having been given; and it appearing that no further or other notice is required; and after due deliberation and sufficient cause appearing therefore, it is hereby ORDERED that:

1. The Application is hereby **GRANTED** as set forth herein.
2. In accordance with sections 105(a) and 1103 of the Bankruptcy Code, and Bankruptcy Rule 2014, the Future Claimants' Representative is hereby authorized to retain and employ the law firm of Ashby & Geddes as co-counsel on the terms set forth in the Application and the Bowden Affidavit *nunc pro tunc* to July 24, 2017.
3. Ashby & Geddes shall be entitled to an allowance of compensation and reimbursement of expenses upon the filing and approval of interim and final applications pursuant to the Bankruptcy Code, Bankruptcy Rules, the Local Rules, and such other Orders as the Court may direct.
4. In each interim fee application and final fee application, all attorneys who have been or are hereafter retained pursuant to sections 327 or 1103 of the Bankruptcy Code (i) shall apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with the Debtors' chapter 11 cases in compliance with sections 330 and 331 of the Bankruptcy Code and applicable provisions of the Bankruptcy Rules, Local Rules and any other applicable procedures and orders of the Court, and (ii) intend to make a reasonable effort to comply with the U.S. Trustee's requests for information and additional disclosures as set forth in the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases Effective as of November 1, 2013*.

5. This Court shall retain jurisdiction over any and all matters arising from or related to the interpretation or implementation of this Order.

Dated: August 30, 2017


THE HONORABLE BRENDAN L. SHANNON
UNITED STATES BANKRUPTCY JUDGE

Tab W

This is **Exhibit “W”** referred to in the
affidavit of **KEITH A. TEEL**
sworn before me this
5th day of October, 2017

A handwritten signature in blue ink, consisting of several overlapping loops and a long horizontal stroke, positioned above a horizontal line.

A Commissioner for taking affidavits

is necessary and is in the best interests of the Future Claimants' Representative and Future Claimants; and due and adequate notice of the Application having been given; and it appearing that no further or other notice is required; and after due deliberation and sufficient cause appearing therefore, it is hereby ORDERED that:

1. The Application is hereby **GRANTED** as set forth herein.

2. In accordance with sections 105(a) and 1103 of the Bankruptcy Code, and Bankruptcy Rule 2014, the Future Claimants' Representative is hereby authorized to retain and employ the law firm of Frankel Wyron LLP as counsel on the terms set forth in the Application and the Wyron Declaration *nunc pro tunc* to July 24, 2017.

3. Frankel Wyron LLP shall be entitled to an allowance of compensation and reimbursement of expenses upon the filing and approval of interim and final applications pursuant to the Bankruptcy Code, Bankruptcy Rules, the Local Rules, and such other Orders as the Court may direct.

4. In each interim fee application and final fee application, all attorneys who have been or are hereafter retained pursuant to sections 327 or 1103 of the Bankruptcy Code (i) shall apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with the Debtors' chapter 11 cases in compliance with sections 330 and 331 of the Bankruptcy Code and applicable provisions of the Bankruptcy Rules, Local Rules and any other applicable procedures and orders of the Court, and (ii) intend to make a reasonable effort to comply with the U.S. Trustee's requests for information and additional disclosures as set forth in the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases Effective as of November 1, 2013*.

5. This Court shall retain jurisdiction over any and all matters arising from or related to the interpretation or implementation of this Order.

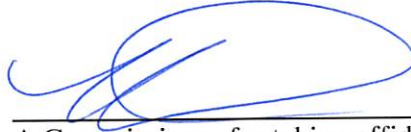
Dated: August 30 2017



THE HONORABLE BRENDAN L. SHANNON
UNITED STATES BANKRUPTCY JUDGE

Tab X

This is **Exhibit "X"** referred to in the
affidavit of **KEITH A. TEEL**
sworn before me this
5th day of October, 2017

A handwritten signature in blue ink, consisting of several overlapping loops and a long horizontal stroke, positioned above a horizontal line.

A Commissioner for taking affidavits

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

	X	
In re:	:	Chapter 11
TAKATA HOLDINGS, INC., <i>et al.</i> , ³	:	Case No. 17-11375 (BLS)
Debtors.	:	Jointly Administered
	:	
	X	

**ORDER APPOINTING FEE EXAMINER AND ESTABLISHING
PROCEDURES FOR CONSIDERATION OF REQUESTED FEE
COMPENSATION AND REIMBURSEMENT OF EXPENSES**

Upon consideration of the *Order Authorizing Debtors to Establish Procedures for Interim Compensation and Reimbursement of Expenses of Professionals* [Docket No. 331] (the “Interim Compensation Order”);⁴ and given that the size and complexity of the above-captioned jointly administered chapter 11 cases (the “Chapter 11 Cases”) likely will result in the filing of numerous, fee applications; and it appearing that the appointment of a fee examiner is appropriate pursuant to section 105(a) of title 11 of the United States Code (the “Bankruptcy Code”), Rule 9017 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), Rule 706 of the Federal Rules of Evidence, Rule 2016-2(j) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the

³ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, as applicable, are: Takata Americas (9766); TK Finance, LLC (2753); TK China, LLC (1312); TK Holdings Inc. (3416); Takata Protection Systems Inc. (3881); Interiors in Flight Inc. (4046); TK Mexico Inc. (8331); TK Mexico LLC (9029); TK Holdings de Mexico S. de R.L. de C.V. (N/A); Industrias Irvin de Mexico, S.A. de C.V. (N/A); Takata de Mexico, S.A. de C.V. (N/A); and Strosshe-Mex, S. de R.L. de C.V. (N/A). Except as otherwise set forth herein, the Debtors’ international affiliates and subsidiaries are not debtors in these chapter 11 cases. The location of the Debtors’ corporate headquarters is 2500 Takata Drive, Auburn Hills, Michigan 48326.

⁴ Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Interim Compensation Order.

“Local Rules”), and the procedures of this Court, including the Fee Examiner Order; and it further appearing that (a) this Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012 and (b) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and the Court may enter a final order consistent with Article III of the U.S. Constitution; and the Debtors having conferred, pursuant to the Fee Examiner Order, with the Official Committee of Unsecured Creditors appointed in these Chapter 11 Cases (the “Creditors’ Committee”), the Official Committee of Unsecured Tort Claimant Creditors (the “Tort Claims Committee”) (collectively, the “Committees”) and the Office of the United States Trustee (the “U.S. Trustee”), regarding the selection of the fee examiner (the “Fee Examiner”) to be appointed in these Chapter 11 Cases and the establishment of related procedures; and upon the agreement of the Debtors, the Committees and the U.S. Trustee as to the Fee Examiner and the procedures outlined herein,

IT IS HEREBY ORDERED THAT:

1. Direct Fee Review is appointed and shall be employed as the Fee Examiner in these Chapter 11 Cases. The Fee Examiner is a disinterested person as defined under the Bankruptcy Code based upon the Declaration of W. Joseph Dryer in Support of Order Appointing Direct Fee Review LLC as Fee Examiner.
2. Unless otherwise ordered by this Court, this Order shall apply to all professionals in these Chapter 11 Cases requesting compensation and/or reimbursement of expenses for services rendered pursuant to sections 327, 330 and 331, but excluding (i) ordinary course professionals employed by the Debtors in accordance with the *Order Authorizing the Debtor to Employ Professionals Used in the Ordinary Course of Business Nunc Pro Tunc to the Petition*

Date [Docket No. 324] (the "OCP Order"),⁵ and (ii) members of the Committees, on account of such members' applications for reimbursement of expenses incurred in such capacity

3. The terms and conditions of the Interim Compensation Order shall not be modified by this Order, except that: no later than three (3) business days after the filing of each Monthly Fee Application, each Interim Fee Application, and each final fee application (a "Final Fee Application," and collectively with Monthly Fee Applications and Interim Fee Application, the "Applications," and each an "Application"), the professional filing such Application ("Applicant") shall send to the Fee Examiner by electronic mail the Application in Adobe Acrobat and the fee detail containing the time entries and the expense detail (the "Fee Detail") in a searchable electronic format (such as Ledes, Excel, Microsoft Word or WordPerfect). An Applicant need not send the Fee Examiner the Fee Detail for any Interim Fee Application or Final Fee Application if such Applicant has previously submitted all of the Fee Detail relevant to such Interim Fee Application Request or Final Fee Application to the Fee Examiner in an acceptable electronic format, whether in conjunction with the relevant Monthly Fee Application or otherwise. If any Applicant cannot reasonably convert its Fee Detail to one of the electronic formats described above, the Fee Examiner will work with such Applicant to find an appropriate electronic format.

4. All previously filed Applications and related Fee Details shall be provided to the Fee Examiner by each Retained Professional within 20 days of entry of this Order. All previously filed Applications, all future Applications, and all other documents, notices, or pleadings required to be sent to or served upon any Notice Party under the Interim Compensation

⁵ To the extent any professionals employed pursuant to the OCP Order are required to file formal fee applications with this Court pursuant to the terms of the OCP Order, the fees and expenses of such professional set forth in such formal fee application shall be reviewed by the Fee Examiner as set forth herein.

Order on and after the date hereof, shall be served upon the Fee Examiner at the following address: Direct Fee Review, LLC, 1000 North West Street, Ste. 1200, Wilmington, DE 19801; email: dfr.wjd@gmail.com.

5. Pursuant to the Interim Compensation Order, upon the expiration of the Objection Deadline, each professional shall be permitted to file a certificate of no objection with this Court after which the Debtors are authorized to pay each professional an amount equal to the 80% of the fees and 100% of the expenses requested in the Monthly Fee Application that are not subject to an objection pursuant to the procedures set forth in the Interim Compensation Order, including an informal objection or inquiry by the Fee Examiner.

6. The Fee Examiner shall:

- a. review Interim Fee Applications and Final Fee Applications filed by each Applicant in these Chapter 11 Cases, along with the Fee Detail related thereto. To the extent practicable, the Fee Examiner shall avoid duplicative review when reviewing Final Fee Applications comprised of Interim Fee Applications that have already been reviewed by the Fee Examiner;
- b. during the course of its review of an Application, consult, as it deems appropriate, with each Applicant concerning such Application;
- c. during the course of its review of an Application, review, to the extent appropriate, any relevant documents filed in these Chapter 11 Cases to be generally familiar with these Chapter 11 Cases and the dockets;⁶
- d. within twenty-one (21) days after an Applicant files an Interim Fee Application or Final Fee Application, serve an initial report (the "Initial Report") on the Applicant designed to quantify and present factual data relevant to whether the requested fees, disbursements, and expenses are in compliance with the applicable standards of sections 328, 329, 330, and 331 of the Bankruptcy Code, Rule 2016 of the Bankruptcy Rules and Local Rule

⁶ The Fee Examiner shall be deemed to have filed a request for notice of papers filed in these cases pursuant to Bankruptcy Rule 2002, and the Fee Examiner shall be served with all such papers.

2016-2, and whether the Applicant has made a reasonable effort to comply with the U.S. Trustee's requests for information and additional disclosures as set forth in the Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases Effective as of November 1, 2013 (the "U.S. Trustee Guidelines");

- e. during the period between service of the Initial Report and filing of the Final Report (as defined below), engage in written communication with each Applicant, the objective of which is to resolve matters raised in the Initial Report and endeavor to reach consensual resolution with each Applicant with respect to that Applicant's requested fees and expenses. The Fee Examiner may also use the resolution process to revise findings contained in the Initial Report. Each Applicant may provide the Fee Examiner with written supplemental information that the Applicant believes is relevant to the Initial Report;
- f. following communications between the Fee Examiner and the Applicant, and the Fee Examiner's review of any supplemental information provided by such Applicant in response to the Initial Report, conclude the informal resolution period by filing with this Court a report with respect to each Application (the "Final Report") within fourteen (14) days after the service of the Initial Report. The Final Report shall be in a format designed to quantify and present factual data relevant to whether the requested fees and expenses of each Applicant are in compliance with the applicable standards of section 330 of the Bankruptcy Code and Local Rule 2016-2, and whether the Applicant has made a reasonable effort to comply with the U.S. Trustee Guidelines. The Final Report shall also inform this Court of all proposed consensual resolutions of the fee and/or expense reimbursement request for each Applicant and the basis for such proposed consensual resolution; and
- g. serve each Final Report on counsel for the Debtors, counsel for the Committee, the U.S. Trustee, and each Applicant whose fees and expenses are addressed in the Final Report.

7. An Applicant subject to a Final Report may (i) file with this Court a response (a "Final Response") to such Final Report no later than twenty-one (21) days after the Fee Examiner's service of a Final Report and request a ruling with respect any fees and/or expenses to which an objection was made (the "Incremental Amount") at the next interim fee hearing or

the final fee hearing or, in the alternative, (ii) defer filing the Final Response and request a ruling at any subsequent fee hearing, so as to allow continuing discussions with the Fee Examiner. Any Final Response shall be served upon those parties served with the Final Report and the Fee Examiner.

8. The Fee Examiner, the Applicants, and the Debtors shall use best efforts to have the undisputed portion of Applications allowed by this Court and paid as soon as reasonably practicable, even if the Incremental Amount remains disputed and subject to the procedures set forth above.

9. An Interim Fee Application or Final Fee Application shall not be considered by this Court prior to review by the Fee Examiner and the submission to this Court of a Final Report specific to such Application, unless the Fee Examiner has expressly stated that such hearing should go forward without the Final Report being filed. If applicable, hearings on the Applications shall be scheduled by this Court in consultation with the Debtors' counsel after the filing of the applicable Final Reports by the Fee Examiner.

10. Any of the periods set forth above may be extended with the consent of the Fee Examiner, the applicable Applicant, and Debtors' counsel. Should an Applicant fail to meet one or more deadlines set forth herein for the review of an Application and, in the reasonable discretion of the Fee Examiner, the Applicant's failure to meet these deadlines does not allow sufficient time for the review process to be completed, such Application shall be heard at a subsequent hearing date. Nothing herein shall be construed or interpreted to require the filing of Final Reports on all Applications prior to any Application and the Final Report specific thereto being considered by this Court, and the delay or adjournment of consideration of an Application shall not affect the timing of hearings on the Applications of other Applicants.

11. The Fee Examiner is authorized to notice, defend, or appear in any appeal regarding an Application and to conduct and respond to discovery in connection with any Application, including making himself available for deposition and cross-examination by the Debtors, the Committee, the U.S. Trustee, and other interested parties consistent with Rule 706 of the Federal Rules of Evidence.

12. If a Retained Professional or its client provides privileged or work product information to the Fee Examiner and identifies the confidential nature of such information to the Fee Examiner, the Fee Examiner shall treat such information as confidential. The disclosure of such information to the Fee Examiner shall not be deemed to be a waiver by the disclosing party of any applicable work product, attorney client, or other privilege.

13. The fees and expenses of the Fee Examiner shall be subject to application and review pursuant to section 330 of the Bankruptcy Code, Bankruptcy Rule 2016, Local Rule 2016-2, the U.S. Trustee Guidelines, and the Interim Compensation Order, and shall be paid from the Debtors' estates as an administrative expense under section 503(b)(2) of the Bankruptcy Code. The total fees paid to the Fee Examiner for its services in accordance with this Order shall be charged at the ordinary hourly rate of the Fee Examiner for services of this nature and shall not include any contingency or success fees. The Fee Examiner's expenses shall be subject to the information detail requirements set forth in Local Rule 2016-2(e).

14. Counsel for the Debtors shall promptly serve a copy of this Order, in accordance with the Local Rules, on (i) the U.S. Trustee, (ii) counsel for the Committees, (iii) the Fee Examiner, (iv) counsel for the legal representative for future personal injury claimants and (v) each each Retained Professional, other than ordinary course professionals, employed by the

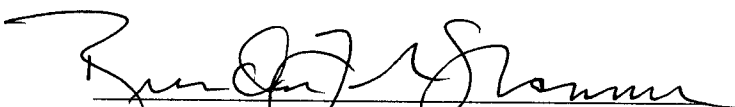
Debtors or the Committee in these Chapter 11 Cases pursuant to section 327 of the Bankruptcy Code.

15. The Debtors and the Fee Examiner are authorized to take any and all actions necessary to implement and effectuate the terms of this Order.

16. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

17. This Court shall retain jurisdiction over all matters arising from or related to the interpretation and implementation of this Order. Notwithstanding any provisions of this Order to the contrary, this Court shall retain the ultimate authority to determine whether fees and expenses requested are necessary and reasonable under section 330 of the Bankruptcy Code.

Dated: Sept 7, 2017
Wilmington, Delaware


THE HONORABLE BRENDAN L. SHANNON
UNITED STATES BANKRUPTCY JUDGE

Tab Y

This is **Exhibit "Y"** referred to in the
affidavit of **KEITH A. TEEL**
sworn before me this
5th day of October, 2017

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke, positioned above a horizontal line.

A Commissioner for taking affidavits

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

	-x	:	
In re	:	:	Chapter 11
TK HOLDINGS INC., et al.,	:	:	Case No. 17-11375 (BLS)
Debtors.¹	:	:	(Jointly Administered)
	-x	:	Related Docket Nos. 13, 104, 328, 444, and 653

FINAL ORDER PURSUANT TO 11 U.S.C. §§ 105(a), 345(b), 363(b), 363(c), 364(a), AND 503(b) AND FED. R. BANKR. P. 6003 AND 6004 (I) AUTHORIZING DEBTORS TO (A) CONTINUE THEIR EXISTING CASH MANAGEMENT SYSTEM, (B) HONOR CERTAIN PREPETITION OBLIGATIONS RELATED TO THE USE THEREOF, (C) PROVIDE CERTAIN POSTPETITION CLAIMS ADMINISTRATIVE EXPENSE PRIORITY, (D) CONTINUE INTERCOMPANY FUNDING OF CERTAIN NON-DEBTORS, AND (E) MAINTAIN EXISTING BANK ACCOUNTS AND BUSINESS FORMS; AND (II) WAIVING THE REQUIREMENTS OF 11 U.S.C. § 345(b)

Upon the motion, dated June 25, 2017 (the “*Motion*”),² of TK Holdings Inc. and its affiliated debtors, as debtors and debtors in possession (collectively, the “*Debtors*”), pursuant to sections 105(a), 345(b), 363(b), 363(c), 364(a), and 503(b) of title 11 of the United States Code (the “*Bankruptcy Code*”) and Rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the “*Bankruptcy Rules*”), (i) for authority to (a) continue operating their existing cash management system (the “*Cash Management System*”), as described in the Motion, including the continued maintenance of existing bank accounts (the “*Bank Accounts*”) at the

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, as applicable, are: Takata Americas (9766); TK Finance, LLC (2753); TK China, LLC (1312); TK Holdings Inc. (3416); Takata Protection Systems Inc. (3881); Interiors in Flight Inc. (4046); TK Mexico Inc. (8331); TK Mexico LLC (9029); TK Holdings de Mexico, S. de R.L. de C.V. (N/A); Industrias Irvin de Mexico, S.A. de C.V. (N/A); Takata de Mexico, S.A. de C.V. (N/A); and Strosshe-Mex, S. de R.L. de C.V. (N/A). Except as otherwise set forth herein, the Debtors’ international affiliates and subsidiaries are not debtors in these chapter 11 cases. The location of the Debtors’ corporate headquarters is 2500 Takata Drive, Auburn Hills, Michigan 48326.

² Capitalized terms used but not otherwise herein defined shall have the meanings ascribed to such terms in the Motion.

existing banks (the “**Banks**”) consistent with their prepetition practices, (b) honor certain prepetition obligations related to the Cash Management System, (c) provide certain postpetition claims administrative expense priority, (d) continue intercompany funding of certain Non-Debtor Affiliates (as defined herein) consistent with their prepetition practices and as described herein, and (e) maintain existing business forms; and (ii) waiving the requirements of section 345(b) of the Bankruptcy Code to the extent any of the Debtors’ Bank Accounts are not currently in compliance with such requirements, all as more fully set forth in the Motion; and upon consideration of the Caudill Declaration; and this Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334, and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware* dated February 29, 2012; and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to the parties listed therein, and it appearing that no other or further notice need be provided; and this Court having reviewed the Motion; and this Court having held a hearing on the Motion on June 27, 2017; and this Court having granted interim relief on the Motion on June 27, 2017 [D.I. 104] (the “**First Interim Order**”); and this Court having held a second interim hearing on the Motion on July 26, 2017; and this Court having granted further interim relief on the Motion on July 26, 2017 [D.I. 328] (the “**Second Interim Order**”); and this Court having granted further interim relief on the Motion on August 9, 2017 [D.I. 444] (the “**Third Interim Order**”); and this Court having granted further interim relief on the Motion on August 30, 2017 [D.I. 653] (the “**Fourth Interim Order**”); and all objections to the Motion having been withdrawn, resolved or overruled; and this Court having determined that the legal and factual bases set forth in the

Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, creditors, and all parties in interests; and upon all of the proceedings had before this Court and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is granted on a final basis as provided herein.
2. The Debtors are authorized and empowered, pursuant to sections 363(c)(1) and 105(a) of the Bankruptcy Code, to continue the Cash Management System maintained by the Debtors before the commencement of these Chapter 11 Cases, as reflected on Exhibit D to the Motion, and to collect, concentrate, and disburse cash in accordance with that Cash Management System, including, without limitation, Intercompany Transactions (subject to such changes to the Cash Management System as may be necessary, from time to time, to implement the basic purposes of the Cash Management System); *provided* that, (i) the Debtors shall not be permitted to enter into any Intercompany Transaction (including Intercompany Loans) outside the ordinary course of business absent further order of this Court and (ii) the Debtors shall provide the statutory committee of unsecured creditors and the statutory committee of tort claimant creditors (collectively, the "**Committees**") five (5) business days prior written notice (the "**Notice Period**") and an opportunity to object to: (a) any set off of prepetition intercompany balances among the Debtors and between the Debtors and (I) any of the Non-Debtor Affiliates, (II) TKJP, (III) Takata Kyushu K.K., or (IV) Takata Service K.K. (b) intercompany investments or capital contributions; (c) gross postpetition intercompany transactions (including monthly intercompany allocations described in paragraph 35(a) of the Motion and intercompany services described in paragraph 35(b) of the Motion) among the Cash Management Entities in an aggregate monthly

amount greater than \$1.0 million other than (I) postpetition intercompany cash inflows to TKH and allocations or other transactions for the benefit of TKH and (II) any postpetition intercompany transactions resulting from automatic transfers (or “sweeps”) in accordance with the U.S. Cash Management System or the Mexican Cash Management System; (d) gross postpetition intercompany transactions (including Intercompany International Transactions described in paragraph 39 of the Motion) between the Cash Management Entities and international affiliates that are not Cash Management Entities in a quarterly amount exceeding \$2.5 million, measured on a rolling three (3) month basis as if it were tested on November 30, 2017 and on the last day of each month thereafter; and (e) allocations or payments for product liability or directors and officers insurance (which notice shall include information with respect to any variances from the prior year’s allocations or payments) (the “*Monitored Transactions*”). For the avoidance of doubt, the limitations in paragraph 2 of this Final Order shall not apply to payments or accruals for intercompany purchase and sale of goods. Should either Committee object to a Monitored Transaction, such Committee may file an objection (an “*Objection*”) to such Monitored Transaction within the Notice Period setting forth the basis for such Objection, which Objection shall be heard on an expedited basis. If an Objection is filed, the Debtors shall not perform the Monitored Transaction unless and until such Objection is overruled or resolved by agreement between the Debtors and the objecting Committee.

3. Except among Cash Management Entities, and except for the ordinary course allocation of employee costs, absent further order of this Court or written consent of both Committees, the Debtors shall not accrue or pay (i) postpetition direct or indirect costs related to recalls, including without limitation recalls of airbag inflators containing phase-stabilized ammonium nitrate (the “*PSAN Recalls*”), incurred by any Non-Debtor Affiliate (other than a

Cash Management Entity), TKJP, Takata Kyushu K.K. or Takata Service K.K. or (ii) postpetition professional fees related to recalls, including but not limited to the PSAN Recalls, incurred by any Non-Debtor Affiliate (other than a Cash Management Entity), TKJP, Takata Kyushu K.K., or Takata Service K.K.. For the avoidance of doubt, and subject to any notice required by paragraph 2 of this Final Order, the limitations in paragraph 3 of this Final Order shall not apply to ordinary course payments or accruals for the postpetition intercompany purchase and sale of goods or services requested by the Debtors, including goods or services (including Intercompany International Transactions described in paragraph 39 of the Motion) sold to the Debtors in connection with any recalls (including PSAN Recalls). All rights of the Committees with respect to any of the costs, fees, or transactions referred to in paragraph 3 of this Final Order accrued or paid prior to or after the Petition Date are expressly reserved.

4. The Debtors shall cause each of their Non-Debtor Affiliates that are Cash Management Entities to comply with the provisions of Paragraph 3 of this Order with respect to postpetition costs or professional fees related to recalls asserted by affiliates that are not Cash Management Entities against such Non-Debtor Affiliates that are Cash Management Entities.

5. Notwithstanding anything to the contrary contained herein, except among Cash Management Entities, and except for the ordinary course allocation of employee costs, any claim asserted by a Non-Debtor Affiliate of the Debtors (other than a Cash Management Entity), TKJP, Takata Kyushu K.K. or Takata Service K.K., for (i) direct or indirect costs related to recalls, including the PSAN Recalls, or (ii) professional fees related to the PSAN Recalls, in each case whether incurred prepetition or postpetition, shall not be paid or treated as an allowed claim, absent further order of this Court or written consent of both Committees. For the avoidance of doubt, and subject to any notice required by paragraph 2 of this Final Order, the limitations in

paragraph 5 of this Final Order shall not apply to ordinary course payments or accruals for the postpetition intercompany purchase and sale of goods or services requested by the Debtors, including goods or services (including Intercompany International Transactions described in paragraph 39 of the Motion) sold to the Debtors in connection with any recalls (including PSAN Recalls). All rights of the Committees with respect to any of the costs, fees, or transactions referred to in paragraph 5 of this Final Order accrued or paid prior to or after the Petition Date are expressly reserved.

6. The Debtors shall cause each of their Non-Debtor Affiliates that are Cash Management Entities to comply with the provisions of Paragraph 5 of this Order with respect to claims for costs or professional fees related to recalls asserted by affiliates that are not Cash Management Entities against such Non-Debtor Affiliates that are Cash Management Entities.

7. The Debtors shall maintain accurate and detailed records of all transfers, including intercompany transfers, so that all transactions may be readily ascertained, traced, recorded properly and distinguished between prepetition and postpetition transactions, and shall make such records available to the Committees upon reasonable request.

8. Unless otherwise provided herein, the Debtors shall not pay any prepetition claims of Debtor or Non-Debtor Affiliates. For the avoidance of doubt, subject to notice to the Committees and opportunity to object if required under paragraph 2 of this Final Order, the Debtors are expressly authorized to (i) pay postpetition claims arising on account of International Vendor Transactions, (ii) pay all prepetition and postpetition Maquiladora Fees when due, and (iii) continue intercompany allocations among the Debtors and their Non-Debtor Affiliates.

9. Subject to notice to the Committees and opportunity to object under paragraph 2 of this Final Order, the Debtors and their Non-Debtor Affiliates shall be permitted to set off their valid mutual prepetition intercompany obligations in the ordinary course of business; *provided* that such set off shall only be permitted on account of claims of Non-Debtor Affiliates to the extent those claims are otherwise permitted to be paid under this Final Order.

10. The Debtors are authorized, but not directed, pursuant to section 503(b)(9) of the Bankruptcy Code, to satisfy, in the ordinary course of business, prepetition Intercompany Claims for the sale of goods received by the Debtors in the twenty (20) days prior to the Petition Date; *provided, however*, that absent further order of this Court, the Debtors shall not be permitted to pay, in advance of confirmation of a chapter 11 plan, prepetition Intercompany Claims owed to Takata Corporation for the sale of goods received by the Debtors in the twenty (20) days prior to the Petition Date.

11. The Debtors shall continue, in the ordinary course of business, to maintain all receipts and disbursements and records of all transfers within the Cash Management System utilized postpetition so that all postpetition transfers and transactions will be properly documented, and accurate Intercompany Balances will be maintained.

12. Subject to any notice required by paragraph 2 of this Order, as well as the terms of paragraphs 3 through 6 hereof, all Intercompany Claims against a Debtor by another Debtor or Non-Debtor Affiliate arising after the Petition Date as a result of Intercompany Transactions and transfers in the ordinary course of business shall be accorded administrative expense priority status in accordance with section 503(b) of the Bankruptcy Code.

13. The Debtors are authorized to continue using, and performing their obligations under, the Corporate Credit Card Program, and all postpetition obligations of the

Debtors under the Corporate Credit Card Program shall be accorded administrative expense priority status in accordance with section 503(b) of the Bankruptcy Code.

14. TK Holdings Inc. granted a security interest to Comerica Bank (“*Comerica*”) in a certain deposit account (ending in 3869-5) maintained at Comerica which has a balance of approximately \$1,450,000 (the “*Pledged Comerica Account*”) to secure all obligations of TK Holdings Inc. to Comerica, including without limitation obligations with respect to corporate credit cards issued by Comerica and reimbursement obligations with respect to a letter of credit issued by Comerica for the account of TK Holdings Inc. In accordance with its agreements with Comerica, TK Holdings Inc. shall not withdraw any funds from the Pledged Comerica Account without the prior written consent of Comerica.

15. The Debtors are authorized, but not directed, to continue the NAS Transition Services in accordance with the terms set forth in the NAS Transition Services Agreements.

16. The Debtors are authorized to: (i) designate, maintain and continue to use any or all of their existing Bank Accounts, including those listed on Exhibit C to the Motion hereof, in the names and with the account numbers existing immediately prior to the Petition Date (which Exhibit C shall be promptly amended to identify any Bank Accounts inadvertently omitted therefrom and which Exhibit C, as so amended, shall be served a reasonable period of time therefrom on the U.S. Trustee and the Committees); (ii) deposit funds in and withdraw funds from such accounts by all usual means including, without limitation, checks, drafts, wire transfers, automated clearinghouse (“ACH”) payments, and other debits; (iii) pay any Bank Fees or charges associated with the Bank Accounts; and (iv) treat their prepetition Bank Accounts for all purposes as debtor-in-possession accounts.

17. The Banks are authorized to charge, and the Debtors are authorized to pay or honor, both prepetition and postpetition service and other fees, costs, charges and expenses to which the Banks may be entitled in the ordinary course under the terms of and in accordance with their contractual arrangements with the Debtors (including, without limitation, any fees, costs, charges and expenses arising from any "stop payment"). The Debtors are authorized to promptly reimburse the Banks for any claims, whether arising under their contractual arrangement and account documentation with the Debtors or otherwise or prior to or after the Petition Date, in connection with any returned items to the Bank Accounts in the normal course of business. Further, the Banks are authorized to "charge back" to the Bank Accounts any amounts incurred by the Bank resulting from returned checks or other returned items in accordance with their contractual arrangements with the Debtors, and the Debtors are authorized to pay promptly any fees and expenses owed to the Banks, in each case regardless of whether such items were deposited prepetition or postpetition or relate to prepetition or postpetition items.

18. Except as otherwise provided in this Final Order, all Banks are authorized to continue to maintain, service, and administer the Bank Accounts as accounts of the Debtors as debtors-in-possession without interruption and in the usual and ordinary course, and to receive, process, honor and pay any and all checks, drafts, wire transfers, ACH payments or other debits drawn on any of the Bank Accounts after the Petition Date by the holders or makers thereof, to the extent funds are available as the case may be.

19. Any payment from a Bank Account made by any of the Banks arising from a request of the Debtors or a third-party payee in connection with an electronic transfer made prior to or on the Petition Date (including any ACH transfer such Bank is or becomes

obligated to settle) shall be deemed to be paid prepetition if the funds have left the Debtors' Bank Accounts prepetition.

20. The Debtors shall deliver stop payment orders to Banks for any checks, drafts, wires, or ACH payments that are not to be honored and Banks may honor any checks, drafts, wires, or ACH payments for which no stop payment order is delivered. The Debtors shall pay any fees charged by Banks for the stop payment orders referenced in the preceding sentence. If the Debtors do not deliver a stop payment order to Banks with respect to any particular check, draft, wire or ACH payment, the Banks are authorized to rely upon that as a representation by Debtors that such check, draft, wire or ACH payment is authorized to be honored. The Banks shall not be liable to any party on account of: (a) following the Debtors' representations, instructions, or presentations as to any order of this Court (without any duty of further inquiry); (b) the honoring of any prepetition checks, drafts, wires, or ACH payments in a good faith belief or upon a representation by the Debtors that this Court has authorized such prepetition check, draft, wire, or ACH payments; (c) an innocent mistake made despite implementation of reasonable handling procedures, or (d) ordinary negligence with respect to inadvertent honoring of any prepetition checks, drafts, wires, ACH payments, or other operational processing matters. The Debtors shall indemnify and hold harmless the Banks with respect to any claims or liabilities arising from Banks' inadvertent honoring of any prepetition checks, drafts, wires, or ACH payments. Nothing in this Final Order requires any Bank to honor any check or other item for which such Bank is not holding good and sufficient available funds.

21. Nothing contained herein shall prevent the Debtors from closing any Bank Account(s) as they may deem necessary and appropriate, any relevant Bank is authorized to

honor the Debtors' requests to close such Bank Accounts, and the Debtors shall give notice of the closure of any account to the U.S. Trustee.

22. The Debtors are authorized to open new bank accounts; *provided*, that all accounts opened by any of the Debtors on or after the Petition Date at any bank shall, for purposes of this Final Order, be deemed a Bank Account as if it had been listed on Exhibit C to the Motion; *provided, further*, that (a) any such new Bank Account shall be opened at a bank that has executed a Uniform Depository Agreement with the U.S. Trustee, or at a bank that is willing to immediately execute such an agreement, and (b) such opening shall be timely indicated on the Debtors' monthly operating report and notice of such opening shall be provided within fifteen (15) days to the U.S. Trustee and counsel to the Committees.

23. The Debtors are authorized to invest and deposit funds in accordance with the description of the Cash Management System described in the Motion. To the extent any of the Debtors' Bank Accounts are not currently in compliance with the requirements of section 345 of the Bankruptcy Code, such requirements are waived. All applicable banks and other financial institutions are authorized to accept and hold or invest funds, at the Debtors' direction, in accordance with the description of the Cash Management System in the Motion.

24. For all Banks at which the Debtors maintain Bank Accounts that are party to a Uniform Depository Agreement with the U.S. Trustee, within fifteen (15) days of the date of entry of this Final Order, the Debtors shall (i) contact each such Bank, (ii) provide each such Bank with each of the Debtor's employee identification numbers, and (iii) identify each of their Bank Accounts held at such Banks as being held by a debtor in possession in a chapter 11 case.

25. For the avoidance of doubt, to the extent a Bank that is a party to a Uniform Depository Agreement with the U.S. Trustee is required to post collateral or purchase a

surety bond in order to comply with such Bank's obligations to the U.S. Trustee under its Uniform Depository Agreement, the Bank shall be authorized to charge, and the Debtors are authorized to pay or honor, related service and other fees, costs, charges and expenses.

26. The Debtors are authorized to use their existing Business Forms without alteration, provided that once the Debtors' existing check stock has been used, the Debtors shall, when reordering checks, require the designation 'Debtor in Possession' and the bankruptcy case number on all checks; provided further that, with respect to checks that the Debtors or their agents print themselves, the Debtors shall print the "Debtor in Possession" legend and the bankruptcy case number on such checks.

27. Notwithstanding the Debtors' use of a consolidated cash management system, the Debtors shall calculate quarterly fees under 28 U.S.C. § 1930(a)(6) based on the disbursements of each Debtor, regardless of which entity pays those disbursements.

28. Nothing contained in this Final Order or in the Motion is intended to be or shall be construed as (i) an admission as to the nature, validity, or priority of any claim against the Debtors, (ii) a waiver of the rights of (a) the Debtors, (b) the Committees, or (c) any other party in interest's rights to dispute any claim (including, without limitation, based on recharacterization or subordination), or (iii) an approval or assumption of any agreement, contract, program, policy, or lease under section 365 of the Bankruptcy Code. Likewise any payment made pursuant to this Final Order is not intended to be and shall not be construed as an admission to the nature, validity, or priority of any claim or a waiver of the rights of the parties in clauses (ii)(a) through (ii)(c) of this paragraph 27 to dispute such claim subsequently (including, without limitation, based on recharacterization or subordination).

29. Notwithstanding anything to the contrary contained herein, any payment to be made, or authorization contained hereunder shall be subject to the same limitations and restrictions as are provided for in any order of this Court approving the Debtors' entry into any accommodation or similar agreements with the Consenting OEMs and granting the Consenting OEMs adequate protection in connection therewith (each a "*Adequate Protection Order*"). To the extent there is any conflict between this Final Order and any Adequate Protection Order, the terms of such Adequate Protection Order shall control, *provided* that the Banks shall be entitled to rely on any authorization set forth in this Final Order without regard to the limitations or restrictions set forth in the Adequate Protection Order. Entry of this Final Order is without prejudice to any rights or objections of either Committee with respect to any Adequate Protection Order(s), all of which are expressly preserved.

30. The Debtors and the Committees reserve all rights with respect to the Final Order, including with respect to any caps on postpetition payments set forth herein.

31. The Debtors shall provide, on a confidential basis, the following information to the Committees on a monthly basis (no later than 25th day of the month following the month to which such information applies); *provided, however*, that the following information shall be subject to the individual agreements between the Debtors and each of the Committees regarding the handling of confidential material in these Chapter 11 Cases:

- a. journal entries of all intercompany activity amongst Debtors, and between the Cash Management Entities and a schedule of all intercompany cash settlements amongst Debtors, and between the Cash Management Entities (first monthly report to be for July, and include activity retroactive to the Petition Date);
- b. month-end post-petition intercompany balances for all Cash Management Entities;
- c. month-end cash bank balances for all Cash Management Entities;

- d. a schedule of regional cash balances for the larger Takata enterprise; and
 - e. the reporting contemplated pursuant to section 19(c) of that certain Accommodation Agreement filed with this Court on July 20, 2017 (Docket No. 289) which reporting shall include (i) actual monthly income statements and balance sheets for each major legal entity for the prior month; (ii) updated monthly forecasts of income statements; (iii) updated monthly balance sheets and cash flows for each region based on current reporting processes; and (iv) the items reflected in (ii) and (iii) above as to each major legal entity.
32. The requirements of Bankruptcy Rule 6004(a) are waived.
33. Notwithstanding the provisions of Bankruptcy Rules 4001(a)(2) and 6004(h), the terms and conditions of this Final Order shall be immediately effective and enforceable upon its entry.
34. The Debtors are authorized to take all steps necessary or appropriate to carry out this Final Order.
35. This Court shall retain exclusive jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation and/or enforcement of this Final Order.

Dated: Sept 12, 2017
Wilmington, Delaware


THE HONORABLE BRENDAN L. SHANNON
CHIEF UNITED STATES BANKRUPTCY
JUDGE

Tab Z

This is **Exhibit "Z"** referred to in the
affidavit of **KEITH A. TEEL**
sworn before me this
5th day of October, 2017

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke, positioned above a horizontal line.

A Commissioner for taking affidavits

ORIGINAL

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

-----X	
In re	: Chapter 11
	:
TK HOLDINGS INC., et al.,	: Case No. 17-11375 (BLS)
	:
Debtors.¹	: (Jointly Administered)
	: Re: Docket Nos. 510, 595, 747
-----X	

**ORDER PURSUANT TO 11 U.S.C. §§ 105,
363, AND 503 FOR AUTHORITY TO PAY FEES
AND EXPENSES INCURRED BY THE NHTSA MONITOR, TO PAY THE
NHTSA CIVIL PENALTY, AND TO HONOR CERTAIN RELATED OBLIGATIONS**

Upon the motion, dated August 11, 2017 (the "*Motion*"),² of TK Holdings Inc. and its affiliated debtors, as debtors and debtors in possession (collectively, the "*Debtors*"), pursuant to section 30120A of title 49 of the United States Code and sections 105(a), 363(b), and 503(b)(1) of title 11 of the United States Code (the "*Bankruptcy Code*"), seek entry of an order (this "*Order*") authorizing the Debtors to pay and continue paying the NHTSA Monitor Fees, as more fully set forth in the Motion; and this Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated February 29, 2012; and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, as applicable, are: Takata Americas (9766); TK Finance, LLC (2753); TK China, LLC (1312); TK Holdings Inc. (3416); Takata Protection Systems Inc. (3881); Interiors in Flight Inc. (4046); TK Mexico Inc. (8331); TK Mexico LLC (9029); TK Holdings de Mexico, S. de R.L. de C.V. (N/A); Industrias Irvin de Mexico, S.A. de C.V. (N/A); Takata de Mexico, S.A. de C.V. (N/A); and Strosshe-Mex, S. de R.L. de C.V. (N/A). Except as otherwise set forth herein, the Debtors' international affiliates and subsidiaries are not debtors in these chapter 11 cases. The location of the Debtors' corporate headquarters is 2500 Takata Drive, Auburn Hills, Michigan 48326.

² Capitalized terms used but not otherwise herein defined shall have the meanings ascribed to such terms in the Motion.

28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to the parties listed therein, and it appearing that no other or further notice need be provided; and this Court having reviewed the Motion; and this Court having held a hearing on the Motion; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, creditors, and all parties in interests; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is granted as provided herein.
2. The Debtors are authorized, but not directed, pursuant to section 30120A of title 49 of the United States Code and sections 105(a), 363(b), and 503(b)(1) of the Bankruptcy Code to pay and to continue paying the NHTSA Monitor Fees, whether incurred before or after the Petition Date, and to otherwise comply with the NHTSA Orders and the TKH Indemnification Agreement (as modified hereby).
3. Consideration of the NHTSA Civil Penalty is hereby adjourned to the date of the hearing to consider confirmation of a plan. All rights and objections with respect to the NHTSA Civil Penalty are preserved and adjourned to such hearing.
4. The TKH Indemnification Agreement is hereby modified to provide that an Indemnified Person (as such term is defined in the TKH Indemnification Agreement) will not be entitled to indemnification by the Debtors for any act to the extent that such act shall have been found in a final, non-appealable judgment of this Court or another court of competent

jurisdiction to constitute the gross negligence and/or willful misconduct of such Indemnified Person.

5. The NHTSA Monitor shall not be paid from, and the NHTSA Monitor Fees shall not constitute, any part of any “carve-out” for fees of professionals approved by this Court.

6. The payment by the Debtors of the NHTSA Monitor Fees shall not be (a) subject to the prior approval of the Court or the guidelines of the U.S. Trustee (and neither the NHTSA Monitor nor any legal counsel, consultant, investigator, expert or other personnel retained by the NHTSA Monitor to assist in the proper discharge of the NHTSA Monitor’s duties under the Consent Order shall be required to file any retention application or any interim or final fee application with the Court) or (b) otherwise reviewable by the Office of the U.S. Trustee or the Committees. However, the NHTSA Monitor shall have a duty to consider in good faith and attempt in good faith to resolve any reasonable objection that the Debtors may raise to any NHTSA Monitor fee or expense. If the Debtors and the NHTSA Monitor are unable to resolve any such dispute within a reasonable period of time, this Court shall hear and determine such dispute.

7. Notwithstanding the provisions of Bankruptcy Rule 6004(h), this Order shall be immediately effective and enforceable upon its entry.

8. For the avoidance of doubt, nothing in this Order is intended or shall be construed as modifying the obligations of TKH, the Debtors or any other person or entity (including any purchaser of assets of TKJP or of the Debtors) under or in respect of any of the NHTSA Orders.

9. The Debtors are authorized to take all steps necessary or appropriate to carry out this Order.

10. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

Dated: Sept 18, 2017
Wilmington, Delaware


THE HONORABLE BRENDAN L. SHANNON
CHIEF UNITED STATES BANKRUPTCY JUDGE

Tab AA

This is **Exhibit "AA"** referred to in the
affidavit of **KEITH A. TEEL**
sworn before me this
5th day of October, 2017

A handwritten signature in blue ink, consisting of a large, stylized loop followed by several smaller, fluid strokes.

A Commissioner for taking affidavits

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

	X	
In re	:	
	:	Chapter 11
TK HOLDINGS INC., et al.,	:	
	:	Case No. 17-11375 (BLS)
Debtors.¹	:	
	:	Jointly Administered
	:	Re: Docket No. 18, 107, 857
	X	

FINAL ORDER PURSUANT TO 11 U.S.C. §§ 105, 361, 362, 363, 503, 506 AND 507 AND FED. R. BANKR. P. 2002, 4001, 6004, AND 9014 (I) AUTHORIZING DEBTORS TO ENTER INTO ACCOMMODATION AGREEMENT AND ACCESS AGREEMENT WITH CERTAIN CUSTOMERS; (II) GRANTING ADEQUATE PROTECTION IN CONNECTION THEREWITH; AND (III) MODIFYING THE AUTOMATIC STAY TO IMPLEMENT AND EFFECTUATE THE TERMS THEREOF

Upon the motion (the “*Motion*”) of TK Holdings, Inc. (“*TKH*”) and the subsidiaries of TKH that are debtors and debtors in possession in the above-captioned cases (collectively with TKH, the “*Debtors*”), pursuant to sections 105, 361, 362, 363, 503, 506 and 507 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the “*Bankruptcy Code*”), Rules 2002, 4001, 6003, 6004 and 9014 of the Federal Rules of Bankruptcy Procedure (the “*Bankruptcy Rules*”), and Rule 4001-2 of the Local Bankruptcy Rules of the United States Bankruptcy Court for the District of Delaware (the “*Local Bankruptcy Rules*”), seeking, among other things:

A. authorization for the Debtors to enter into (a) the Accommodation Agreement attached hereto as **Exhibit A**, and as further amended and restated by this Final Order (together with any exhibits or schedules thereto, and as has been, and may be further, amended or

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, as applicable, are: Takata Americas (9766); TK Finance, LLC (2753); TK China, LLC (1312); TK Holdings Inc. (3416); Takata Protection Systems Inc. (3881); Interiors in Flight Inc. (4046); TK Mexico Inc. (8331); TK Mexico LLC (9029); TK Holdings de Mexico, S. de R.L. de C.V. (N/A); Industrias Irvin de Mexico, S.A. de C.V. (N/A); Takata de Mexico, S.A. de C.V. (N/A); and Strosshe-Mex, S. de R.L. de C.V. (N/A). Except as otherwise set forth herein, the Debtors’ international affiliates and subsidiaries are not debtors in these chapter 11 cases. The location of the Debtors’ corporate headquarters is 2500 Takata Drive, Auburn Hills, Michigan 48326.

modified in accordance with the terms thereof, the “*Accommodation Agreement*”),² and (b) the Access and Security Agreement attached hereto as **Exhibit B** (together with any exhibits or schedules thereto, and as may be amended or modified in accordance with the terms thereof, the “*Access Agreement*” and, together with the Accommodation Agreement, the “*Agreements*”);

B. the grant of adequate protection to those Consenting OEMs with Customer Accounts (as defined below) (the “*Secured Accommodation Parties*”)³ in respect of the Customer Secured Claims (as defined below) subject to the Carve-Out (as defined below) and the terms of this Final Order (as defined below);

C. approval of certain stipulations in paragraph 4 of this Final Order by the Debtors with respect to, among other things, (a) the Customer Accounts owed to the Debtors by each Secured Accommodation Party as of the date (the “*Petition Date*”) of the commencement of the Debtors’ chapter 11 cases (the “*Cases*”), (b) the amount, validity and priority of the Customer Secured Claims, and (c) the validity and enforceability of the Prepetition Setoff Rights (as defined below) of the Secured Accommodation Parties in respect of the Customer Secured Claims;

D. modification of the automatic stay to the extent set forth herein and in the Accommodation Agreement;
and the interim hearing on the Motion having been held by this Court on June 27, 2017 (the “*Interim Hearing*”); and the Court having entered the *Interim Order Pursuant to 11 U.S.C. §§ 105, 361, 362, 363, 503, 506 and 507 and Fed. R. Bankr. P. 2002, 4001, 6003, 6004, and 9014 Granting Motion for Entry of an Interim and Final Order (I) Authorizing Debtors to Enter*

² Capitalized terms used but not defined herein having the meanings given to them in the Accommodation Agreement.

³ Among others, the following Consenting OEMs are not Secured Accommodation Parties: BMW AG, Daimler AG, and Volkswagen AG.

into Accommodation Agreement and Access Agreement with Certain Customers, (II) Granting Adequate Protection in Connection Therewith, (III) Modifying the Automatic Stay to Implement and Effectuate the Terms Thereof; and (IV) Scheduling a Final Hearing [Docket No. 107] (the “**Interim Order**”); and the Court having held the final hearing (the “**Final Hearing**”) on the Motion on August 10, 2017 at 2:30 p.m. (prevailing Eastern Time) to consider entry of an order granting the Motion on a final basis (this “**Final Order**”); and due and appropriate notice of the Motion, the Interim Hearing and the Final Hearing having been served by the Debtors on (i) the Office of the United States Trustee for the District of Delaware (“**U.S. Trustee**”) (Attn: David Buchbinder, Esq. and Jane Leamy, Esq.); (ii) the Debtors’ fifty (50) largest unsecured creditors on a consolidated basis; (iii) the Securities and Exchange Commission; (iv) the Internal Revenue Service; (v) the Offices of the United States Attorneys for the District of Delaware and the Eastern District of Michigan; (vi) the National Highway Traffic Safety Administration (“**NHTSA**”); (vii) the Consenting OEMs; (viii) the Plan Sponsor; (ix) counsel for each of the Official Committee of Unsecured Creditors (the “**UCC**”), the Official Committee of Unsecured Tort Claimant Creditors (together with the UCC, the “**Official Committees**”), and Roger Frankel in his capacity as the legal representative for individuals who sustain personal injuries after June 25, 2017, arising from or related to PSAN inflators manufactured by the Debtors prior to confirmation of a chapter 11 plan of reorganization in these chapter 11 cases (the “**Future Claimants’ Representative**”); (x) all of the Debtors’ landlords, and owners and/or operators of premises at which any of the Debtors inventory and/or equipment is located; and (xi) any other party entitled to notice pursuant to Local Rule 9013-1(m); and due and appropriate notice of the Final Hearing having been served by the Debtors pursuant to paragraph 26 of the Interim Order; and it appearing that no other or further notice need be provided; and the Court having reviewed

the Motion; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, creditors, and all parties in interests; and upon all of the proceedings had before this Court and after due deliberation and sufficient cause appearing therefor, and upon the record made by the Debtors in the Motion, the declaration of Scott E. Caudill, the Executive Vice President and Chief Operating Officer for TKH, filed in support of the Debtors' chapter 11 petitions and related first day relief [Docket No. 19] (the "**Caudill Declaration**"), the declaration of Kirk Morris, the Vice President of Sales and Engineering for TKH, filed in support of the Motion [Docket No. ___] (the "**Morris Declaration**"), at the Interim Hearing, and at the Final Hearing, and after due deliberation and sufficient cause appearing therefor;

IT IS FOUND, DETERMINED, ORDERED AND ADJUDGED, that:

1. *Disposition.* The relief requested in the Motion is granted on a final basis in accordance with the terms of this Final Order. Any objections to the Motion with respect to the entry of this Final Order that have not been withdrawn, waived or settled, and all reservations of rights included therein, are hereby denied and overruled on the merits. The Agreements are approved, on a final basis, pursuant to section 363(b) of the Bankruptcy Code. This Final Order shall become effective immediately upon its entry.

2. *Jurisdiction.* This Court has core jurisdiction over the Cases, the Motion and the property affected hereby pursuant to 28 U.S.C. §§ 157(b) and 1334. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

3. *Notice.* Proper, timely, adequate and sufficient notice of the Motion, the Interim Hearing, and the Final Hearing has been provided in accordance with the Bankruptcy

Code, the Bankruptcy Rules and the Local Bankruptcy Rules, and no other or further notice of the Motion or the entry of this Final Order shall be required.

4. *Debtors' Stipulations.* Without prejudice to any other party in interest (but subject to the limitations thereon contained in paragraphs 13 and 14 below), the Debtors admit, stipulate and agree that:

(a) as of the Petition Date, the Secured Accommodation Parties owed outstanding amounts to the Debtors in respect of Component Parts or services provided by the Debtors to the Secured Accommodation Parties under the Purchase Orders (the "*Customer Accounts*");

(b) pursuant to section 502 of the Bankruptcy Code, each Secured Accommodation Party has claims against the Debtors arising from the Debtors' design, manufacture and sale of PSAN Inflators and PSAN Modules to such Secured Accommodation Party, including, but not limited to, Customer Indemnification Claims;

(c) the amount of each Secured Accommodation Party's Customer Indemnification Claims significantly exceeds such Secured Accommodation Party's Customer Accounts and no portion of the Customer Indemnification Claims or any payments made to the Secured Accommodation Parties or applied to or paid on account of the obligations owing under the Purchase Orders prior to the Petition Date is subject to any recharacterization, subordination, attack, avoidance or other claim, cause of action or other challenge of any nature under the Bankruptcy Code or applicable non-bankruptcy law, *provided* that such Customer Indemnification Claims are subject to, and filed in accordance with, the Consenting OEM Claims Protocol;

(d) based on the foregoing paragraphs 4(a) through 4(c), each Secured Accommodation Party has a valid and enforceable right of setoff against the Debtors equal in amount to such Secured Accommodation Party's Customer Accounts pursuant to section 553 of the Bankruptcy Code (each, a "***Prepetition Setoff Right***" and, collectively, the "***Prepetition Setoff Rights***");

(e) the Prepetition Setoff Rights entitle each Secured Accommodation Party to an allowed secured claim against the Debtors equal in amount to such Secured Accommodation Party's Customer Accounts pursuant to section 506 of the Bankruptcy Code (each, a "***Customer Secured Claim***" and, collectively, the "***Customer Secured Claims***");

(f) the liens and security interests on the assets of the Debtors granted to the Secured Accommodation Parties pursuant to and in connection with the Access Agreement (the "***Access Agreement Liens***") are: (i) valid, binding, perfected, enforceable liens and security interests in the Collateral (as defined in the Access Agreement) and (ii) not subject to avoidance, recharacterization, subordination, recovery, attack, effect, counterclaim, defense or claim under the Bankruptcy Code or applicable non-bankruptcy law;

(g) Effective immediately upon the entry of this Final Order, unless expressly and successfully challenged in a Challenge Proceeding (as defined below), each of the Debtors, on behalf of themselves and all of their respective officers, directors, employees, owners, agents, assigns, trustees, successors, and representatives, each in its capacity as such, hereby releases, acquits, and discharges each Consenting OEM and each Consenting OEM's officers, directors, employees, members, owners, agents, assigns, shareholders, successors and representatives each in its capacity as such, from all claims, liabilities, demands, actions, causes of action, losses, damages, costs, expenses, rights, compensation, of whatever kind or nature, at

law or in equity, foreseen or unforeseen, contingent or liquidated, matured or unmatured, known or unknown, that exist now, have ever existed, or may exist in the future relating to or arising from any action or inaction prior to the date hereof (collectively the “*Claims*”), including, but not limited to, Claims that relate directly or indirectly to a Consenting OEM’s (a) decision to source, or not source, business to the Debtors; (b) decision to terminate any Purchase Order prior to the Petition Date; (c) decision to resource any business from the Debtors in a manner consistent with the Accommodation Agreement and any other agreement among any of the Consenting OEMs; or (d) any action, related directly or indirectly to the Restructuring, Sale, or PSAN Inflation (the “*Debtor Released Claims*”) that arose prior to the date hereof; *provided* that, no person or entity shall be released from any claim or obligation arising from or related to the Accommodation Agreement (or any right to or claim for payment arising in the ordinary course under a Purchase Order) or any other agreement entered into in connection with the Sale or Restructuring including for the avoidance of doubt the Indemnity Agreement; and *provided further* that, no person or entity shall be released from any Claim arising from or related to any act or omission that constitutes fraud, gross negligence, or willful misconduct.

5. *Findings Regarding the Agreements.*

(a) Good and sufficient cause has been shown for the entry of this Final Order.

(b) The Debtors have a need for the accommodations provided by certain of the Consenting OEMs pursuant to the Agreements, including the payment by the Secured Accommodation Parties of the Customer Accounts in the ordinary course (notwithstanding the Prepetition Setoff Rights), the commitment to limit the resourcing of business, the commitment to limit setoffs, and the commitment to accelerate payment of certain

of the Customer Accounts, as well as certain post-Petition Date accounts payable to the Debtors, pursuant to the Accommodation Agreement, in order to, among other things, (i) permit the orderly continuation of the operation of their businesses, (ii) maintain business relationships with vendors, suppliers and customers, (iii) make payroll and to satisfy other working capital and operational needs, (iv) pay the costs and expenses of administering the Restructuring (including, without limitation, payment of the Debtors' professional fees and expenses), and (v) comply with their regulatory obligations, including pursuant to the DOJ Plea Agreement, the Preservation Order and Testing Control Plan issued by NHTSA dated February 24, 2015 and the Consent Order issued by NHTSA dated November 2, 2015 and, as a condition to entering into the Accommodation Agreement, certain of the Consenting OEMs have required that the Debtors enter into the Access Agreement to ensure the continuity of supply of Component Parts and grant Adequate Protection Obligations herein. The access of the Debtors to sufficient working capital and liquidity through payment of the Customer Accounts, including the accelerated payment of certain Customer Accounts, is necessary and vital to the preservation and maintenance of the going concern values of the Debtors and the success of the Cases.

(c) Pursuant to section 542(b) of the Bankruptcy Code, but for the agreement of the Secured Accommodation Parties, in exchange for, *inter alia*, the grant of the Adequate Protection Liens (as defined below) and the other Adequate Protection Obligations (as defined below), the Secured Accommodation Parties would not be required to pay the Customer Accounts when due.

(d) The Consenting OEMs have acted in good faith regarding the Agreements.

(e) The Secured Accommodation Parties are entitled to the adequate protection provided in this Final Order as and to the extent set forth herein pursuant to sections 362 and 363 of the Bankruptcy Code. Based on the Motion and on the record presented to the Court, the terms of the proposed adequate protection arrangements are fair and reasonable, reflect the Debtors' prudent exercise of business judgment and constitute reasonably equivalent value and fair consideration for, among other accommodations, the agreement of the Secured Accommodation Parties to accelerate the payment of certain of the Customer Accounts and thereby forbear from exercising their Prepetition Setoff Rights; *provided* that nothing in this Final Order or the Agreements shall prejudice, limit or otherwise impair the rights of any of the Secured Accommodation Parties to seek, upon a material change in circumstance, new, different or additional adequate protection.

(f) Entry into, and approval of, the Agreements, in accordance with the terms thereof and this Final Order, and granting the adequate protection provided herein, is therefore in the best interests of the Debtors' estates and consistent with the Debtors' exercise of their fiduciary duties.

6. *Approval of the Agreements.*

(a) The Debtors are authorized, on a final basis, to (i) enter into the Agreements, (ii) comply with the terms of the Agreements; and (iii) effect the relief granted herein.

(b) The Agreements shall be binding, on a final basis, and specifically enforceable against the parties thereto in accordance with their terms.

(c) The Debtors are authorized to enter into amendments to, modifications of, or waivers of the terms of the Agreements, from time to time as necessary,

subject to the terms and conditions set forth in the Agreements, without further order of the Court; *provided however*, that amendments are subject to Court approval if the Debtors are not able to represent in such amendment that it is not materially adverse to any Debtor; and *provided further* that, where practicable, the Debtors shall provide the Official Committees, the U.S. Trustee, and the Future Claimants' Representative prior notice of one business day for non-substantive amendments and three business days for substantive amendments; *provided further* that, the Debtors shall use commercially reasonable efforts to provide the Official Committees, the U.S. Trustee, and the Future Claimants' Representative five business days' prior notice for substantive amendments. Within two business days of the effective date of each amendment or waiver, the Debtors will file a notice attaching a copy of any such amendment or waiver with the Court.

(d) The amendments and modifications to the Agreements made to date are not materially adverse to any of the Debtors.

(e) The Agreements shall be solely for the benefit of the parties thereto, and no other person or entity shall be a third-party beneficiary of the Agreements.

7. *Non-Impairment of Access.* Any parties with liens on, claims against or interests in property subject to the Consenting OEMs' right of access under the Access Agreement shall not take any action to impair such right of access, and all such liens, claims or interests are subject to the terms of the Access Agreement.

8. *Automatic Stay.* The automatic stay provisions of section 362 of the Bankruptcy Code are hereby vacated and modified to the extent necessary to permit the Consenting OEMs, to (a) at any time, exercise their setoff rights with respect to Allowed Setoffs, Professional Fee Setoffs, Tooling Setoffs and Materials Setoffs, (b) send any notices required or

permitted to be sent under this Final Order or the Agreements, (c) subject to the limitations set forth in the Accommodation Agreement, continue their ordinary course of dealings with the Debtors consistent with past practices, including to take possession of Tooling or other property of the Consenting OEMs, to the extent permitted under, and in accordance with, the terms of the Agreements and to resolve normal commercial issues consistent with the Accommodation Agreement and (d) upon (i) the occurrence of the Outside Date, (ii) the termination of the Accommodation Agreement following the occurrence of a Consenting OEM Termination Event (as defined in the Accommodation Agreement) or (iii) with respect to any Consenting OEM, the termination of the Accommodation Agreement by such Consenting OEM following the occurrence of an Event of Default, (A) subject to any applicable cure period set forth in the Accommodation Agreement, exercise any then-remaining Prepetition Setoff Rights, (B) subject to any applicable cure period set forth in the Accommodation Agreement, exercise any and all remedies under the Agreements and (C) upon the giving of five days' prior written notice (which shall run concurrently with any notice required to be provided under the Agreements) (the "***Remedies Notice Period***") to the counsel to the Debtors, who shall then promptly provide notice to the U.S. Trustee, Plan Sponsor and counsel to each of the Official Committees and the Future Claimants' Representative, unless the Court orders otherwise during the Remedies Notice Period upon a hearing regarding any exercise of rights or remedies under the Agreements, exercise remedies with respect to the assets of the Debtors subject to the Adequate Protection Liens (as defined below). In no event shall the Secured Accommodation Parties be subject to the equitable doctrine of "marshaling" or any similar doctrine with respect to the Collateral (as defined below). The failure of any party to exercise its rights or remedies under this Final Order, the Agreements or applicable law shall not constitute a waiver of any of such party's rights.

9. *Adequate Protection of the Secured Accommodation Parties.* Each of the Secured Accommodation Parties is entitled, pursuant to sections 362, 363(e) and 507 of the Bankruptcy Code, to adequate protection of its Prepetition Setoff Rights and Customer Secured Claims for and equal in amount to the aggregate diminution in the amount of such Prepetition Setoff Rights and Customer Secured Claims, including, without limitation, any such diminution resulting from, the contractual forbearance set forth in the Accommodation Agreement, the imposition of the automatic stay pursuant to section 362 of the Bankruptcy Code, and the payment of such Secured Accommodation Party's Customer Accounts (each, an "***Adequate Protection Claim***"). For the avoidance of doubt, there shall be no diminution and therefore no Adequate Protection Claim to the extent setoffs (including setoffs permitted under the Accommodation Agreement) are actually taken against Customer Accounts or to the extent a Secured Accommodation Party's Customer Accounts are otherwise not paid to the Debtors.

10. *Adequate Protection Obligations.* In order to induce each Secured Accommodation Party to enter into the Agreements and to accelerate the payment of accounts payable (thereby forbearing from exercising its Prepetition Setoff Rights), in exchange for such payment and as adequate protection of the Adequate Protection Claims, the Secured Accommodation Parties are hereby granted the following (collectively, the "***Adequate Protection Obligations***"):

(a) Adequate Protection Liens. Subject to the Carve-Out, each of the Secured Accommodation Parties is hereby granted, on a final basis, (effective and perfected upon the date of entry of the Interim Order and without the necessity of the execution of any mortgages, security agreements, pledge agreements, financing statements or other agreements), on a *pari passu* basis and in the amount of such Secured Accommodation Party's Adequate

Protection Claim, (i) a first-priority replacement lien on all accounts owing by such Secured Accommodation Party to the Debtors following the Petition Date (each, a “**Replacement Lien**” and, collectively, the “**Replacement Liens**”); (ii) a valid, perfected junior security interest in and lien upon all property of the Debtors, whether owned on the Petition Date or acquired thereafter, (including any proceeds thereof) except for property subject to the Replacement Liens, that is subject to unavoidable, perfected liens in existence immediately prior to the Petition Date (or that are perfected subsequent to the Petition Date pursuant to Section 546(b) of the Bankruptcy Code); and (iii) a senior pari passu lien on and security interest in all property of the Debtors (including any proceeds thereof), whether owned on the Petition Date or acquired thereafter other than the property (but not the proceeds thereof) described in the immediately preceding clauses (i) and (ii), and in each case other than (A) the Debtors’ claims and causes of action under sections 502(d), 544, 545, 547, 548 and 550 of the Bankruptcy Code, or any other avoidance actions under the Bankruptcy Code (collectively, “**Avoidance Actions**”) and any proceeds or property recovered, unencumbered or otherwise from Avoidance Actions, whether by judgment, settlement or otherwise (“**Avoidance Proceeds**”), and (B) the insurance policies and all proceeds thereof which provide coverage for a personal injury, wrongful death claim, or other tort arising from Component Parts produced, designed, or placed in the stream of commerce by the Debtors and installed in a vehicle, but in each case only to the extent of such coverage; (the liens granted to the Secured Accommodation Parties pursuant to the foregoing clauses (i), (ii) and (iii), collectively, the “**Adequate Protection Liens**”) (for the avoidance of doubt, the Adequate Protection Liens shall be junior to any perfected and unavoidable security interest in existence immediately prior to the Petition Date held by Comerica Bank in that certain deposit (ending in 3869-5) maintained at Comerica Bank which has a balance of approximately

one million four hundred and fifty thousand dollars (\$1,450,000) and which secures all obligations of TK Holdings Inc. to Comerica Bank);

(b) Section 507(b) Claim. Subject to the Carve-Out, each of the Secured Accommodation Parties is hereby granted, on a final basis, a superpriority claim as provided for in section 507(b) of the Bankruptcy Code (each, a “**507(b) Claim**” and, collectively, the “**507(b) Claims**”), which 507(b) Claims shall have recourse to and be payable from all property of the Debtors other than Avoidance Actions (and Avoidance Proceeds), whether owned on the Petition Date or acquired thereafter, (including any proceeds thereof);

(c) Carve-Out. For purposes hereof, the “**Carve-Out**” shall mean (i) fees owing to the U.S. Trustee incurred in connection with the Chapter 11 Cases, in an unlimited amount and (ii) to the extent ultimately allowed by the Court, claims for unpaid fees, costs and expenses, professional fees, expenses, and disbursements of the Future Claims Representative and professional persons employed by the Debtors, the Future Claims Representative, and Official Committees, solely to the extent that their retention in these chapter 11 cases is approved by the Court pursuant to sections 327 or 1103 of the Bankruptcy Code (including the payment of reasonable expenses incurred by members of the Official Committees in compliance with the Interim Compensation Order [Docket No. 331], the “**Interim Compensation Order**”) (“**Professional Fees and Expenses**”), subject to the terms of this Final Order, that are incurred (a) on and after the Petition Date and before the occurrence of a Carve-Out Trigger Date (defined below), in an unlimited amount and (b) after the occurrence of a Carve-Out Trigger Date, in an amount not to exceed ten million dollars (\$10 million) (the “**Post-Trigger Date Carve-Out**”). For the purposes hereof, a “**Carve-Out Trigger Date**” means the business day after a Consenting OEM Termination Event or Event of Default (each,

an “*Accommodation Agreement Event of Default*”) has occurred and the Requisite Consenting OEMs have provided notice thereof (via email or otherwise) to counsel to the Debtors and to the Official Committees and the Future Claimants’ Representative; *provided* that any success or transaction fees that may become due and payable to Professional Persons shall not be included in or payable from the Post-Trigger Date Carve-Out; *provided, further*, that nothing herein shall be construed to impair the ability of any party to object to the fees, expenses, reimbursement or compensation on any grounds;

(d) Upon the occurrence of the Carve-Out Trigger Date, the Debtors shall deposit into an interest-bearing escrow account at a U.S. financial institution acceptable to the Requisite Consenting OEMs (the “*Carve-Out Account*”) an amount equal to the sum of (a) all fees and expenses required to be paid pursuant to section 10(c)(i) above; (b) all billed and unpaid Professional Fees and Expenses (including outstanding holdbacks) incurred on or after the Petition Date and prior to the Carve-Out Trigger Date; (c) all unbilled Professionals Fees and Expenses incurred on or after the Petition Date and prior to the Carve-Out Trigger Date and (d) the amount of the Post-Trigger Date Carve-Out. The failure of the Carve-Out Account to satisfy in full the amount set forth in the Carve-Out shall not affect the priority of the Carve-Out. The Secured Accommodation Parties shall retain automatically perfected and continuing first priority Adequate Protection Liens in any residual interest in the Carve-Out Account available following satisfaction in full of all obligations benefiting from the Carve-Out (the “*Residual Carve-Out Amount*”). Promptly (but in no event later than five (5) business days) following the satisfaction in full of all obligations benefiting from the Carve-Out, the Debtors shall deliver the Residual Carve-Out Amount, if any, to the Consenting OEMs;

(e) Monthly Budgets. The Debtors will provide an update of the Budget by the 15th of each month, if necessary, indicating any modification to the Budget for the duration of the Budget Period (as defined in the Accommodation Agreement), which shall be deemed a “**Budget**” only upon approval as provided in the Accommodation Agreement, provided, that, for the avoidance of doubt, the Budget (and any proposed update of the Budget) shall be delivered simultaneously to the Consenting OEMs, the Official Committees, the U.S. Trustee, and the Future Claimants’ Representative;

(f) Monthly Budget Covenants. At all times, the Debtors shall maintain an actual cash balance (i) in excess of the Minimum Cash Requirements and (ii) of at least 80% of the budgeted cash balance; *provided* that in the event that (x) the aggregate amount of accounts payable that are actually paid by the Consenting OEMs to the Debtors between the Petition Date and such date falls short of (y) the aggregate amount of accounts payable that the Secured Accommodation Parties are supposed to have paid to the Debtors pursuant to the then-effective Budget, such shortfall shall reduce the actual cash balance that the Debtors are required to maintain pursuant to the foregoing clauses (i) and (ii);

(g) Compliance with Budget. The Debtors shall use the proceeds of accounts payable of the Consenting OEMs solely in accordance with the Budget, including to support continued operations and production of Component Parts for the Consenting OEMs and to pay the costs and expenses of administering the Restructuring;

(h) Relationship to Interim Compensation Procedures Order. Notwithstanding anything to the contrary herein or in the Accommodation Agreement, the Debtors’ non-compliance with the Budget (including without limitation, the obligations set forth in Paragraph 10(g) herein and section 6(f) of the Accommodation Agreement) shall not prohibit the Debtors from paying the fees and expenses of the Future Claims Representative or the professionals retained by the

Debtors, the Future Claimants' Representative or the Official Committees in accordance with the terms and conditions of the Interim Compensation Procedures Order [Docket No. 331]; *provided*, that nothing herein shall be construed to impair the ability of any party in interest to object to such fees and expenses on any grounds; and

(i) Receipts and Disbursements. Each month, no later than the fifteenth (15th) calendar day of such month, the Debtors shall provide the Secured Accommodation Parties, the Official Committees and the Future Claimants' Representative with a report setting forth the Debtor's actual receipts and disbursements in the prior month and a reconciliation of actual receipts and disbursements with those set forth in the prior month's Budget by type of receipt and disbursement.

11. *Reservation of Rights of Secured Accommodation Parties*. Under the circumstances and given that the Secured Accommodation Parties have consented to the adequate protection provisions set forth in this Final Order and that the above-described adequate protection is consistent with the Bankruptcy Code, the Court finds that the adequate protection provided herein is reasonable and sufficient to protect the interests of the Secured Accommodation Parties; *provided* that any of the Secured Accommodation Parties may request further or different adequate protection, and the Debtors or any other party may contest any such request.

12. *Preservation of Rights Granted Under This Final Order*.

(a) Other than the claims and liens expressly granted by this Final Order, no claim or lien having a priority superior to or *pari passu* with those granted by this Final Order to the Secured Accommodation Parties shall be granted or allowed while any of the Adequate Protection Claims remain outstanding, and, except as otherwise expressly provided in paragraph 10(a) of this Final Order, the Adequate Protection Liens shall not be: (i) subject or

junior to any lien or security interest that is avoided and preserved for the benefit of the Debtors' estates under section 551 of the Bankruptcy Code; (ii) subordinated to or made *pari passu* with any liens arising after the Petition Date; or (iii) subject or junior to any intercompany or affiliate liens or security interests of the Debtors.

(b) Notwithstanding any order that may be entered dismissing any of the Cases under section 1112 of the Bankruptcy Code or otherwise is at any time entered: (i) the 507(b) Claims and the Adequate Protection Liens shall continue in full force and effect and shall maintain their priorities as provided in this Final Order until all Adequate Protection Claims shall have been indefeasibly paid in full in cash (and such 507(b) Claims and Adequate Protection Liens shall, notwithstanding such dismissal, remain binding on all parties in interest); (ii) the other rights granted by this Final Order shall not be affected; and (iii) this Court shall retain jurisdiction, notwithstanding such dismissal, for the purposes of enforcing the claims, liens and security interests referred to in this paragraph and otherwise in this Final Order.

(c) If any or all of the provisions of this Final Order are hereafter reversed, modified, vacated or stayed, such reversal, modification, vacation or stay shall not affect: (i) the validity, priority or enforceability of any Adequate Protection Obligations incurred prior to the actual receipt of written notice by the Secured Accommodation Parties of the effective date of such reversal, modification, vacation or stay; or (ii) the validity, priority or enforceability of the Adequate Protection Liens. Notwithstanding any such reversal, modification, vacation or stay, any Adequate Protection Obligations, prior to the actual receipt of written notice by the Secured Accommodation Parties of the effective date of such reversal, modification, vacation or stay, shall be governed in all respects by the original provisions of this

Final Order, and the Secured Accommodation Parties shall be entitled to all the rights, remedies, privileges and benefits granted in this Final Order and the Agreements.

(d) Except as expressly provided in this Final Order or in the Agreements, the Adequate Protection Liens and the Adequate Protection Obligations and all other rights and remedies of the Secured Accommodation Parties granted by the provisions of this Final Order and the Agreements shall survive, and shall not be modified, impaired or discharged by: (i) the entry of an order converting any of the Cases to a case under chapter 7, dismissing any of the Cases, terminating the joint administration of these Cases or by any other act or omission; (ii) the entry of an order approving the sale of any property of the Debtors that is subject to the Adequate Protection Liens (the “*Collateral*”) pursuant to section 363(b) of the Bankruptcy Code (except to the extent permitted by this Final Order); or (iii) the entry of an order confirming a chapter 11 plan in any of the Cases (except pursuant to a plan that is acceptable to the Consenting OEMs). The terms and provisions of this Final Order and the Agreements shall continue in these Cases, in any successor cases if these Cases cease to be jointly administered and in any superseding chapter 7 cases under the Bankruptcy Code, and the Adequate Protection Liens and the Adequate Protection Obligations and all other rights and remedies of the Secured Accommodation Parties granted by the provisions of this Final Order and the Agreements shall continue in full force and effect until the Restructuring is consummated or the Adequate Protection Claims are indefeasibly paid in full in cash. For the avoidance of doubt, each Secured Accommodation Party has valid and enforceable rights of netting, deduction and/or recoupment against the Debtors in addition to the Prepetition Setoff Rights and nothing contained herein shall waive or affect those rights except as expressly set forth in the Accommodation Agreement.

13. *Effect of Stipulations on Third Parties.* The stipulations, admissions, agreements and releases contained anywhere in this Final Order, including, without limitation, in paragraph 4 of this Final Order, shall be binding upon the Debtors and any successor thereto (including, without limitation, any chapter 7 trustee, chapter 11 trustee or examiner appointed or elected for any of the Debtors) in all circumstances as set forth in this paragraph. The stipulations, admissions, agreements and releases contained anywhere in this Final Order, including, without limitation, in paragraph 4 of this Final Order, shall be binding upon all other parties in interest, including, without limitation, each Official Committee and any other person or entity acting or seeking to act on behalf of the Debtors' estates, in all circumstances for all purposes unless, with respect to a party in interest (a "**Proper Challenging Party**") (subject in all respects to any agreement or applicable law that may limit or affect such entity's right or ability to do so), in each case, with requisite standing granted by the Court, has timely filed an adversary proceeding or contested matter (subject to the limitations contained herein, including, *inter alia*, in this paragraph 13, (i) (x) with respect to (I) the Official Committees, (II) the Future Claimants' Representative, (III) the MDL Plaintiffs (as defined in the motion at Docket No. 674), (IV) the Motley Rice Creditors (as defined in the motion at Docket No. 684), (V) the Morgan & Morgan Creditors (as defined in the motion at Docket No. 685), (VI) the States of New Mexico and Hawai'i, and (VII) the Government of the Virgin Islands (collectively, the "**Extension Parties**"), by 120 days after the appointment of the Official Committees or (y) with respect to any other Proper Challenging Party, by 75 days after the entry of the Interim Order or (ii) such later date (x) as has been agreed to, in writing, by the applicable Consenting OEMs that would be a defendant in its sole discretion or (y) as has been ordered by the Court upon a motion filed and served within any applicable period of time set forth in this paragraph (the "**Challenge Period**"),

(i) challenging the amount, validity, enforceability, priority or extent of the Customer Accounts, the Customer Indemnification Claims, the Prepetition Setoff Rights, the Customer Secured Claims or the Access Agreement Liens or (ii) otherwise asserting or prosecuting any action for preferences, fraudulent transfers or conveyances, other avoidance power claims or any other claims, counterclaims or causes of action, objections, contests or defenses (clauses (i) and (ii), collectively, "**Challenges**" or "**Challenge Proceedings**," as applicable) against any of the Consenting OEMs or their respective predecessors, successors and assigns, affiliates, subsidiaries, directors, officers, members, employees, partners, managers, agents, representatives, principals, attorneys, and other professional advisors, each solely in their capacity as such) (each a "**Representative**" and, collectively, the "**Representatives**"), and there is a final non-appealable order in favor of the Proper Challenging Party in such Challenge Proceeding; *provided* that, notwithstanding anything to the contrary herein, if an Extension Party files a motion seeking standing (a "**Standing Motion**") with respect to a Challenge Proceeding prior to the expiration of the Challenge Period then, so long as that Extension Party attaches to its Standing Motion the proposed complaint which it seeks standing to file, that Extension Party shall be provided with an additional two (2) business days after entry of an order granting standing to commence a Challenge Proceeding asserting those claims that had been attached to its Standing Motion (the "**Extended Challenge Period**"); and *provided further* that any pleadings (including Standing Motions) initiating any Challenge Proceeding shall set forth the basis for such Challenge and any Challenges not so identified prior to the expiration of the Challenge Period shall be deemed forever waived, released and barred; and *provided further* that the Extension Parties shall not be required to serve demand upon the Debtors before seeking derivative standing to bring a Challenge. If no Challenge Proceeding is timely and properly filed during the

Challenge Period (or, in the case of an Extension Party, if no Standing Motion is timely and properly filed during the Challenge Period or if no Challenge Proceeding is timely and properly filed during the Extended Challenge Period) or the Court does not rule in favor of the Proper Challenging Party in any Challenge Proceeding (or in favor of the movant with respect to a Standing Motion) then: (a) the Debtors' stipulations, admissions, agreements and releases contained in this Final Order, including, without limitation, those contained in paragraph 4 of this Final Order shall be binding on all parties in interest, including, without limitation, the Official Committees; (b) the Customer Secured Claims shall constitute allowed secured claims not subject to defense, claim, counterclaim, recharacterization, subordination, offset or avoidance, for all purposes in these Cases, and any subsequent chapter 7 case(s); and (c) the Customer Accounts, the Customer Indemnification Claims, the Prepetition Setoff Rights, and the Customer Secured Claims and the Access Agreement Liens shall not be subject to any other or further claim or challenge by the Official Committees, the Future Claimants' Representative, any non-statutory committees appointed or formed in these Cases or any other party in interest acting or seeking to act on behalf of the Debtors' estates and any defenses, claims, causes of action, counterclaims and offsets by the Official Committees, the Future Claimants' Representative, any non-statutory committees appointed or formed in these Cases, or any other party acting or seeking to act on behalf of the Debtors' estates, whether arising under the Bankruptcy Code or otherwise, against any of the Consenting OEMs and their Representatives arising out of or relating to the Purchase Orders or the Agreements shall be deemed forever waived, released and barred. If any Challenge Proceeding is timely filed by a Proper Challenging Party during the Challenge Period or the Extended Challenge Period, if applicable, the stipulations, admissions, agreements and releases contained in this Final Order, including, without limitation, those

contained in paragraph 4 of this Final Order, shall nonetheless remain binding and preclusive (as provided in the second sentence of this paragraph) on the Official Committees and the Future Claimants' Representative and on any other person or entity, except to the extent that such stipulations, admissions, agreements and releases were expressly and successfully challenged by such Proper Challenging Party in such Challenge Proceeding as set forth in a final, non-appealable order of a court of competent jurisdiction. Notwithstanding the Debtors' stipulations, admissions, agreements and releases contained in this Final Order, including, without limitation, those contained in paragraph 4 of this Final Order, if this Court or another court of competent jurisdiction enters a final, nonappealable order in favor of a Proper Challenging Party with respect to a Challenge, nothing herein shall have a binding or preclusive effect with respect to the subject matter of such Challenge which is so ordered in the Proper Challenging Party's favor. Nothing in this Final Order vests or confers on any Entity (as defined in the Bankruptcy Code), including the Official Committees, the Future Claimants' Representative or any non-statutory committees appointed or formed in these Cases, standing or authority to pursue any claim or cause of action belonging to the Debtors or their estates, including, without limitation, any Challenges or Challenge Proceedings. Nothing in this Final Order affects or modifies the burden of proof in any Challenge Proceeding.

14. *Limitation on Use of Proceeds of Consenting OEMs' Accounts Payable.*

Notwithstanding anything herein or in any other order by this Court to the contrary, neither the proceeds of Consenting OEMs' accounts payable nor the Carve-Out may be used: (a) for professional fees and expenses incurred for (i) any litigation or threatened litigation (whether by contested matter, adversary proceeding or otherwise, including any investigation in connection with litigation or threatened litigation) against the Consenting OEMs or for the purpose of

objecting to or challenging the amount, validity, perfection, enforceability, extent or priority of any claim, lien or security interest held or asserted by any of the Consenting OEMs or (ii) asserting any defense, claim, cause of action, counterclaim, or offset with respect to the Customer Accounts, the Customer Indemnification Claims, the Prepetition Setoff Rights, the Customer Secured Claims or the Access Agreement Liens (including, without limitation, pursuant to section 105, 544, 547, 548, 549, 550 or 552 of the Bankruptcy Code, applicable non-bankruptcy law or otherwise) against any of the Consenting OEMs or their respective Representatives; (b) to prevent, hinder or otherwise delay any of the Secured Accommodation Parties' assertion, enforcement or realization on the Collateral in accordance with the Agreements or this Final Order other than to seek a determination that a Consenting OEM Termination Event or Event of Default, as applicable, has not occurred or is not continuing; (c) to seek to modify any of the rights granted to the Secured Accommodation Parties under this Final Order or under the Agreements, in each of the foregoing cases without such parties' prior written consent, which may be given or withheld by the Secured Accommodation Parties in the exercise of their respective sole discretion; or (d) pay any amount on account of any claims arising prior to the Petition Date unless such payments are approved by an order of this Court (including, without limitation, hereunder); *provided* that, notwithstanding anything to the contrary herein, the Consenting OEMs' accounts payable or proceeds thereof may be used by the Official Committees and the Future Claimants' Representative during the Challenge Period to investigate any potential Challenges.

15. *Oracle Agreements.* Notwithstanding anything to the contrary in this Order or any provisions of the Accommodation Agreement (as amended, modified or supplemented), (a) none of the agreements (the "*Oracle Agreements*") between any of the

Debtors and Oracle America, Inc., including any of its predecessors-in-interest) (“*Oracle*”), shall be transferred, assumed or assigned to Consenting OEMs, except upon Oracle’s consent, further order of Court or as provided for by the Oracle Agreements; and (b) the Debtors shall not license, sublicense or otherwise provide access or use of any Oracle software, applications, programs, databases or products to Consenting OEMs or any other party, except upon Oracle’s consent, further order of Court or as provided by the Oracle Agreements.

16. *Bailee Property.* Notwithstanding anything herein and/or in Interim Order that might otherwise be construed to the contrary, none of the Adequate Protection Liens, the Access Agreement Liens or other liens and/or security interests provided pursuant to the Accommodation Agreement and/or the Access Agreement shall extend to property of third parties held by the Debtors, as bailee(s) under applicable non-bankruptcy law.

17. *Exculpation.* Nothing in this Final Order, the Agreements, or any other documents related to these transactions shall in any way be construed or interpreted to impose or allow the imposition upon the Consenting OEMs of any liability for any claims arising from the prepetition or postpetition activities of the Debtors in the operation of their business, or in connection with their restructuring efforts.

18. *Order Governs.* In the event of any inconsistency between the provisions of this Final Order and the Agreements, or of this Final Order and the Interim Order, the provisions of this Final Order shall govern.

19. *Binding Effect; Successors and Assigns.* Subject to paragraph 3, if applicable, the Agreements and the provisions of this Final Order, including all findings herein, shall be binding upon all parties in interest in these Cases, including, without limitation, Secured Accommodation Parties, the Official Committees, the Future Claimants’ Representative, any

non-statutory committees appointed or formed in these Cases, the Debtors and their respective successors and assigns (including any chapter 7 or chapter 11 trustee hereinafter appointed or elected for the estate of any of the Debtors, an examiner appointed pursuant to section 1104 of the Bankruptcy Code, or any other fiduciary appointed as a legal representative of any of the Debtors or with respect to the property of the estate of any of the Debtors) and shall inure to the benefit of the Consenting OEMs and the Debtors and their respective successors and assigns.

20. *Limitation of Liability.* In entering into the Agreements and exercising their rights and remedies thereunder, the Consenting OEMs shall not (i) be deemed to be in “control” of the operations of the Debtors; (ii) owe any fiduciary duty to the Debtors, their respective creditors, shareholders or estates; or (iii) be deemed to be acting as a “Responsible Person” or “Owner” or “Operator” with respect to the operation or management of the Debtors (as such terms or similar terms are used in the United States Comprehensive Environmental Response, Compensation and Liability Act, 29 U.S.C. §§ 9601, *et seq.*, as amended, or any similar federal or state statute).

21. *Effectiveness.* This Final Order shall constitute findings of fact and conclusions of law and shall take effect and be fully enforceable *nunc pro tunc* to the Petition Date immediately upon entry hereof. Notwithstanding Bankruptcy Rules 4001(a)(3), 6004(h), 6006(d), 7062, or 9014 of the Bankruptcy Rules or any Local Bankruptcy Rule, or Rule 62(a) of the Federal Rules of Civil Procedure, this Final Order shall be immediately effective and enforceable upon its entry and there shall be no stay of execution or effectiveness of this Final Order.

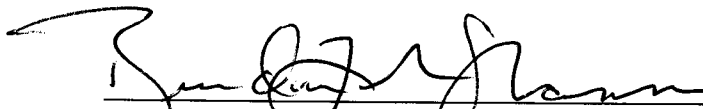
22. *Headings.* Section headings used herein are for convenience only and are not to affect the construction of or to be taken into consideration in interpreting this Final Order.

23. *Bankruptcy Rules.* The requirements of Bankruptcy Rules 4001, 6004, and 9014 in each case to the extent applicable, are satisfied by the contents of the Motion.

24. *Necessary Action.* The Debtors are authorized to take all such actions as are necessary or appropriate to implement the terms of this Final Order.

25. *Retention of Jurisdiction.* The Court shall retain jurisdiction to enforce the provisions of this Final Order, and this retention of jurisdiction shall survive the confirmation and consummation of any chapter 11 plan for any one or more of the Debtors notwithstanding the terms or provisions of any such chapter 11 plan or any order confirming any such chapter 11 plan.

Dated: October 2, 2017
Wilmington, Delaware



THE HONORABLE BRENDAN L. SHANNON
CHIEF UNITED STATES BANKRUPTCY JUDGE

IN THE MATTER OF APPLICATION OF AN APPLICATION BY TK HOLDINGS INC.
AND TAKATA CORPORATION UNDER SECTION 46 OF THE *COMPANIES'*
CREDITORS ARRANGEMENT ACT

Court File No. CV-17-11857-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

Proceeding Commenced at Toronto

AFFIDAVIT OF KEITH A. TEEL

(Sworn October 5, 2017)

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IN THE MATTER OF APPLICATION OF AN APPLICATION BY TK HOLDINGS INC.
AND TAKATA CORPORATION UNDER SECTION 46 OF THE *COMPANIES'*
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**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

Proceeding Commenced at Toronto

**MOTION RECORD
VOLUME I OF II
(Re: Recognition of Claims Processes
and Second Day Orders)
(Returnable October 13, 2017)**

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