

**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***

AMENDED MOTION RECORD

**(re: Order Recognizing Japanese Sale Approval)
(Returnable May 17, 2018)**

May 10, 2018

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Lawyers for the Foreign Representatives

TO: The Service List

AND TO: List of Plaintiffs – Japanese Debtors

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**ONTARIO
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Tab 1

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

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

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

AMENDED NOTICE OF MOTION

**(re: Order Recognizing Japanese Sale Approval)
(Returnable May ~~14~~ 17, 2018)**

Takata Corporation, in its capacity as foreign representative (the "**Japanese Foreign Representative**") will make a motion pursuant to Part IV of the *Companies' Creditors Arrangement Act* ("CCAA") before a judge presiding over the Commercial List on May ~~14~~ 17, 2018 at 9:30 a.m., or as soon after that time as the motion can be heard, at 330 University Ave, Toronto, Ontario.

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

THE MOTION IS FOR: an order that, among other things, recognizes and gives full force and effect in all provinces and territories of Canada to the February 26, 2018 approval (the "**Japanese Sale Approval**") issued by the 20th Department of the Civil Division of the Tokyo

District Court (the “**Japanese Court**”) in the civil rehabilitation case of the Japanese Debtors under the Civil Rehabilitation Act (Japan) (the “**Japanese Proceedings**”) authorizing the Japanese Debtors, pursuant to Article 42(1) of the Civil Rehabilitation Act, to proceed with the sale of the assets not related to airbag inflators containing phase-stabilized ammonium nitrate (“**PSAN Inflators**”) to Joyson KSS Auto Safety S.A.(“**KSS**”, collectively with one or more of its current or newly-formed subsidiaries and/or affiliates, the “**Plan Sponsor**”) in accordance with an asset purchase agreement dated as of November 16, 2017 by and among the Japanese Debtors, KSS, and, solely for the purposes of Section 7.22 thereof, KSS Holdings, Inc. (as amended, restated, or supplemented from time to time, the “**Japan APA**”).

THE GROUNDS FOR THE MOTION ARE:

Background

1. Takata Corporation, together with its direct and indirect subsidiaries (“**Takata**”) is a manufacturer of automotive safety components, including seatbelts and airbags. Takata experienced financial distress as a result of issues relating to certain airbags containing PSAN Inflators.
2. While Takata has no assets (other than retainers with professionals) or operations in Canada, its products appear in vehicles in Canada. In addition, Takata entities were named as defendants in various actions in Canada, including purported economic loss class actions relating to the recall of airbags containing PSAN Inflators.

3. On June 25, 2017, the Chapter 11 Debtors commenced proceedings under Chapter 11 of the U.S. Bankruptcy Code (together with the Japanese Proceedings, the “**Foreign Proceedings**”).

4. Concurrently, albeit on June 26, 2017 in Japan, the Japanese Debtors initiated the Japanese Proceedings under the Civil Rehabilitation Act of Japan. The Japanese Court issued orders on June 26, 2017 and June 28, 2017 (i) appointing a 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 (the “**Japanese Orders**”).

5. On September 1, 2017, this Court issued an order recognizing the Japanese Proceedings as “foreign main proceedings” under the CCAA and recognizing the Japanese Orders. The Japanese Proceedings were also recognized as “foreign main proceedings” in the United States in the proceedings under Chapter 15 of the U.S. Bankruptcy Code.

6. On October 13, 2017, this Court issued an order recognizing the claims process provisions in the Japanese Court Orders.

Sale Process and Global Transaction

7. Prior to the commencement of the Foreign Proceedings, the Debtors had conducted a marketing and sale process, which identified the Plan Sponsor as the purchaser of substantially all of Takata’s worldwide assets (excluding PSAN Inflator-related assets) (the “**Global Transaction**”).

8. The USD\$1.588 billion purchase price offered by the Plan Sponsor considerably exceeded the price offered by other sponsor candidates and is sufficient to fulfill the Debtors’

obligation to pay USD\$850 million pursuant to a restitution order with the U.S. Department of Justice (the “**DOJ Restitution Order**”).

9. The Global Transaction involves the transfer of non-PSAN Inflator assets to the Plan Sponsor as follows, among other things:

- (a) by Takata entities in Japan and other Asian countries pursuant to the Japan APA, which is a transfer that occurs outside of the rehabilitation plan in the Japanese Proceedings but is approved by the Japanese Court in the Japanese Proceedings;
- (b) by Takata entities in the United States, Mexico and South America pursuant to an asset purchase agreement and the Chapter 11 Plan (defined below); and
- (c) by Takata entities in Europe pursuant to an asset purchase agreement outside of an insolvency process.

10. On March 14, 2018, this Court recognized the Findings of Fact, Conclusions of Law, and Order Confirming the Fifth Amended Joint Chapter 11 Plan of Reorganization (as amended, restated, or supplemented from time to time, the “**Chapter 11 Plan**”) of TK Holdings Inc. and its Affiliated Debtors (the “**Plan Confirmation Order**”). The Canadian Court’s recognition of the Plan Confirmation Order in Canada was an important element required for implementation of the Global Transaction, which approved of the transfer of non-PSAN Inflator assets in the United States, Mexico and South America.

11. The Japanese Foreign Representative now seeks recognition of the corresponding court approval in Japan that approved of the transfer of non-PSAN Inflator assets in Japan and other Asian countries.

Appropriate to Recognize Japanese Sale Approval

12. It is appropriate for this Court to recognize the Japanese Sale Approval. The Japanese Sale Approval authorized the Japanese Debtors, pursuant to Article 42(1) of the Civil Rehabilitation Act, to proceed with the sale of their non-PSAN Inflator assets to KSS in accordance with the Japan APA. The transfer of such assets to KSS pursuant to the Japan APA is an integral part of the highly complicated Global Transaction with the aim of achieving a cross-border restructuring of the Debtors through a sale to the Plan Sponsor.

13. The Global Transaction is the best option to maximize the value of the Debtors' assets for the benefit of their creditors and will result in satisfaction of the Debtors' obligations under the DOJ Restitution Order and facilitate continued recalls of airbags with PSAN Inflators.

14. It is appropriate for this Court to recognize the Japanese Sale Approval as it is an essential element of the Global Transaction, which provides for a restructuring of the Debtors' global business in the best interests of the Debtors, their creditors and stakeholders.

15. The Japanese Proceedings have been recognized by this Court as "foreign main proceedings" and the Japanese Court issued the Japanese Sale Approval. For the Japanese Court to approve the business transfer, it must have found the business transfer to KSS was necessary for the rehabilitation of the Japanese Debtors' business and been convinced that the process of selecting the buyer was fair and that the purchase price and the terms and conditions of the sale were reasonable. In an official opinion hearing proceeding for creditors held at Tokyo District Court on February 7, 2018, no party raised any objections to the relief sought.

16. In light of the importance to KSS of obtaining recognition of the Japanese Sale Approval, and in light of the highly integrated nature of the Global Transaction, it is in the interest of the creditors that the Japanese Sale Approval be recognized pursuant to Part IV of the *Companies' Creditors Arrangement Act* and as a matter of comity. Recognizing the Japanese Sale Approval as requested is a form of cooperation between this Court and the Japanese Court in furtherance of the cross-border insolvency proceedings that were commenced to consummate the globally-integrated Global Transaction.

17. For these reasons, the Japanese Foreign Representative respectfully submits that this Court has jurisdiction to recognize the Japanese Sale Approval and it is appropriate to do so.

Appropriate to Amend Order

18. The Japanese Foreign Representative seeks to make a minor amendment to the March 14, 2018 order granted by this Court (the “Confirmation Recognition Order”) to reflect the correct date on which the Plan Confirmation Order was granted in the Chapter 11 Proceedings (rather than the hearing date).

19. The Japanese Foreign Representative 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, 16, ~~and~~ 37 and 59.06(1); 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 Hiroshi Kasuya, sworn April 9, 2018;
- (b) Third Report of the Information Officer;
- (c) Fourth Report of the Information Officer; and
- (d) Such further and other materials as counsel may advise and this Court may permit.

~~April 13, 2018~~
May 10, 2018

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Lawyers for the Foreign Representatives

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

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

**AMENDED NOTICE OF MOTION
(re: Order Recognizing
Japanese Sale Approval)
(Returnable May 14 17, 2018)**

McCarthy Tétrault LLP

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Lawyers for the Foreign Representatives
DOCS 17715722

Tab 2

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
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**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
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**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 HIROSHI KASUYA
SWORN APRIL 9, 2018
(re: Order Recognizing the Japanese Sale Approval)**

I, Hiroshi Kasuya, of the City of Tokyo, Japan, MAKE OATH AND SAY:

1. I am a lawyer admitted to the practice of law in Japan since 2000 and in New York since 2012. I am a partner of the firm Baker & McKenzie, which is counsel to the Japanese Debtors in proceedings commenced by the Japanese Debtors with the 20th Department of the Civil Division of the Tokyo District Court (the "**Japanese Court**") pursuant to Article 33(1) of the Civil Rehabilitation Act of Japan (the "**Japanese Proceedings**") and co-counsel to Takata Corporation in its capacity as foreign representative of the Japanese Debtors (the "**Japanese Foreign Representative**"). 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.

2. I previously swore an affidavit in these proceedings on October 2, 2017. Attached hereto as **Exhibit “A”** is a copy of my October 2, 2017 affidavit.

3. I swear this affidavit in support of the motion brought by the Japanese Foreign Representative for an order that, among other things, recognizes and gives full force and effect in all provinces and territories of Canada to the February 26, 2018 approval (the “**Japanese Sale Approval**”) issued by the Japanese Court in the Japanese Proceedings authorizing the Japanese Debtors, pursuant to Article 42(1) of the Civil Rehabilitation Act, to proceed with the sale of assets not related to airbag inflators containing phase-stabilized ammonium nitrate (“**PSAN Inflators**”) to Joyson KSS Auto Safety S.A. (“**KSS**”) in accordance with an asset purchase agreement dated as of November 16, 2017 by and among the Japanese Debtors, KSS, and, solely for the purposes of Section 7.22 thereof, KSS Holdings, Inc. (as amended, restated, or supplemented from time to time, the “**Japan APA**”).

4. The Japanese Debtors filed a Petition for Approval for Business Transfer (the “**Petition**”) with the Japanese Court seeking approval of the Japan APA. The Petition contains background information regarding the proposed transfer of non-PSAN Inflator assets to KSS pursuant to the Japan APA and the global transaction of which this transfer is one component. In an official opinion hearing proceeding for creditors held at Tokyo District Court on February 7, 2018, no party raised any objections to the relief sought.

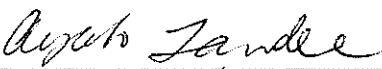
5. For the Japanese Court to approve a business transfer, section 42(1) of the Civil Rehabilitation Act requires that the Japanese Court find the business transfer is necessary for the

rehabilitation of the debtors' business. Since this is a business transfer outside a civil rehabilitation plan, the Japanese Court also examines whether there is an urgent need for the transfer of the business prior to the confirmation of the plan. Finally, the Japanese Court must be convinced that the process of selecting the buyer was fair and that the purchase price and the terms and conditions of the sale are reasonable.

6. The practice is for the Japanese Court to stamp the petition filed by the debtors in order to certify that the sale is approved; no separate written order is issued. In this case, the Japanese Court approved the Petition and thereby authorized the Japanese Debtors, pursuant to Article 42(1) of the Civil Rehabilitation Act, to proceed with the sale of their non-PSAN Inflater assets to KSS in accordance with the Japan APA. A copy of the certification of Japanese Sale Approval (being the stamped Petition), dated February 26, 2018, is attached hereto as **Exhibit "B"**. An unofficial translation of the certification of Japanese Sale Approval is attached hereto as **Exhibit "C"**.

7. I understand that KSS requested that the Japanese Sale Approval be recognized in Canada and the United States. In light of the importance to KSS of obtaining recognition of the Japanese Sale Approval and the integrated nature of the global transaction, the Japanese Foreign Representative determined, in consultation with KSS, to seek recognition of the Japanese Sale Approval in both Canada and the United States.

SWORN BEFORE ME at the City of Tokyo,
Japan this 9th day of April, 2018.


Name: Ayako Sophia Tanabe
LSUC No. 44673E



Hiroshi Kasuya

Schedule “A” – Chapter 11 Debtors

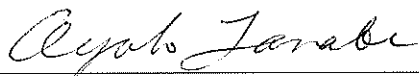
1. TK Holdings Inc.
2. Takata Americas
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8. Takata Protection Systems Inc.
9. TK Holdings de Mexico S. de R.L. de C.V.
10. Industrias Irvin de Mexico, S.A. de C.V.
11. Takata de Mexico, S.A. de C.V.
12. Strosshe-Mex, S. de R.L. de C.V.

Schedule “B” – Japanese Debtors

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

Tab A

This is **Exhibit "A"** referred to in the
affidavit of **HIROSHI KASUYA**,
sworn before me this
9th day of April, 2018

A handwritten signature in cursive script, reading "Ayob Jarabe".

A Commissioner for taking affidavits

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
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AND IN THE MATTER OF TK HOLDINGS INC., AND THOSE OTHER COMPANIES
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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 HIROSHI KASUYA
SWORN OCTOBER 2, 2017

I, Hiroshi Kasuya, of the City of Tokyo, Japan, MAKE OATH AND SAY:

1. I am a lawyer admitted to the practice of law in Japan since 2000 and in New York since 2012. I am a partner of the firm Baker & McKenzie, which is counsel to the Japanese Debtors in proceedings commenced by the Japanese Debtors with the 20th Department of the Civil Division of the Tokyo District Court pursuant to Article 33(1) of the Civil Rehabilitation Act of Japan (the "**Japanese Proceedings**") and co-counsel to Takata Corporation ("**TKJP**") in its capacity as foreign representative of the Japanese Debtors (the "**Japanese Foreign Representative**" and collectively with TK Holdings Inc. in its capacity as foreign representative of the Chapter 11 Debtors, the "**Foreign Representatives**").

2. I have over 15 years of experience helping clients with legal issues related to insolvency and corporate restructuring in Japan. I frequently advise on matters relating to cross-border and domestic corporate insolvency, reorganization, restructuring and debt collection, including proceedings commenced under the Japanese Civil Rehabilitation Act and the Japanese Corporate Reorganization Act.

3. I am a member of the Dai-Ni Tokyo Bar Association, American Bankruptcy Institute, Japanese Federation of Insolvency Professionals and INSOL International.

4. 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.

5. On August 8, 2017, Nobuaki Kobayashi, a lawyer with Nagashima Ohno & Tsunematsu, who is also counsel to the Japanese Debtors, swore a declaration in support of a motion by the Japanese Foreign Representative to recognize the Japanese Proceedings in the United States pursuant to Chapter 15 of title 11 of the United States Code (the “**Kobayashi Declaration**”). A true copy of the Kobayashi Declaration, with exhibits, is attached hereto as **Exhibit “A”**.

6. I have reviewed the contents of the Kobayashi Declaration, and the exhibits attached 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 *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended seeking, among other things, an order that, among other things, recognizes certain provisions of the Japanese Court Orders that establish (i) a deadline for filing proofs of

rehabilitation claims against the Japanese Debtors, and (ii) a schedule for the Japanese Proceedings.

8. All capitalized terms used but not otherwise defined in this affidavit have the meanings given to them in the Kobayashi Declaration.

Claims Process

9. In addition to the information regarding the claims process in Japan that is contained in the Kobayashi Declaration, I note as follows:

- (a) According to Article 95(1) of the Civil Rehabilitation Act of Japan, if a creditor was unable to file his/her proof of claim by the original deadline due to reasons not attributable to such creditor, the creditor may subsequently complete the filing of proof of claim only within one month after the reasons cease to exist; provided, however, according to Article 95(4) of the Civil Rehabilitation Act of Japan, in any event, the proof of claim may not be filed after an order of the court that refers the proposed rehabilitation plan to creditors for voting is issued. In current practice, on the basis of the provisions above, the Tokyo District Court may accept the proofs of claim filed after the original deadline.
- (b) In this case, 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.
- (c) In fact, I am informed by the Japanese Debtors that, as of September 18, 2017, there were 27 proofs of claim that had been filed by creditors after August 25, 2017. 13 of these proofs of claim were filed by creditors outside of Japan. Each of

these filings have been accepted by the Japanese Court. The Japanese Court and the Japanese Debtors are in the process of reviewing these claims for completeness and in some cases have requested corrections to the proofs of claim or requested additional documentation. If these requests are not completed by October 30, 2017, the proof of claim could ultimately be rejected by the Japanese Court. However, to date no proof of claim has been rejected on the basis that it was submitted after the original claims deadline of August 25, 2017.

Notice to Known Creditors

10. I am informed by the Japanese Debtors that a claims package including (i) a Notice of Commencement of Civil Rehabilitation Proceedings, (ii) Instructions for Filing Proof of Rehabilitation Claim, (iii) a Proof of Rehabilitation Claim Form and (iv) English translations of each (collectively, the “**Commencement Notice Package**”) was sent by the Japanese Debtors to each of the known potential creditors of the Japanese Debtors in Canada, as follows:

- (a) On July 14, 2017, the Commencement Notice Package was sent by mail to the sole non-litigation creditor of the Japanese Debtors, Canadian law firm Stikeman Elliott LLP; and
- (b) During the week of July 24, 2017, the Commencement Notice Package was sent by mail to counsel of record for each of (i) the proposed representative plaintiffs in the Canadian Class Actions, (ii) the proposed representative plaintiffs in the Canadian Competition Actions and (iii) the plaintiffs in the Hallett Action and the Gordon Action (as each term is defined in the Affidavit of Hiroshi Shimizu dated August 24, 2017, which is attached (without exhibits) hereto as **Exhibit “B”**).

A copy of the Commencement Notice Package is attached hereto as **Exhibit “C”**. A list of the names and addresses of parties to whom the Commencement Notice Package was sent is attached hereto as **Exhibit “D”**.

TKJP Website

11. I am informed by the Japanese Debtors that a document providing answers in the English language to frequently asked questions about the claims process in the Japanese Proceeding (the “**Claims Process FAQ**”) was posted on the TKJP Website on July 10, 2017 at http://www.takata.com/pdf/170807_EN.pdf. The Claims Process FAQ was updated on August 7, 2017 to provide the following information about the possibility of filing claims after the August 25, 2017 deadline:

Q12: I have received a proof of claim form from the court recently, but it is difficult for me to file a proof of claim by the deadline, August 25, 2017. May I file a proof of claim after August 25, 2017?

A12: Proof of Claims filed after the deadline are acceptable, if the delays in filings are caused by reasons that are not attributable to the creditors. Considering the circumstances of foreign creditors, Takata will make best efforts to ask the court to accept proof of claims from foreign creditors that are received by October 30, 2017.

12. A true copy of the updated Claims Process FAQ is attached hereto and marked as **Exhibit “E”**.

13. I am informed by the Japanese Debtors that an English language Commencement Notice Package was posted on the home page of the TKJP website on July 18, 2017 at http://www.takata.com/en/notice_20170718_JP_EN.pdf. (the “**TKJP Website**”). The Commencement Notice Package is posted in a prominent location along with the following

direction for creditors to obtain further information about the Japanese Proceedings and the process for filing claims therein:

At a meeting of Takata's board of directors on June 26, 2017, agreement was reached to commence civil rehabilitation proceedings, with application being made to the Tokyo District Court on the same day. Takata wishes to apologize to shareholders, creditors and others whose support the Company greatly values.

For enquiries regarding the civil rehabilitation process, including instructions for filing creditor claims, please contact:

Takata Corporation Call Center
Tel. +81-3-6455-8404
Monday to Friday, 9:00am to 5:00pm Japan time.

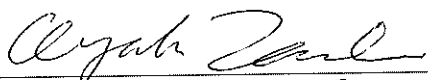
Please click [here](#) to download the Commencement Notice and the Proof of Claim Form (for creditors who have not received these documents).

A true copy of the home page of the TKJP Website is attached hereto and marked as **Exhibit "F"**.

SWORN BEFORE ME at the City of)
Tokyo, Japan this)
2th day of October, 2017.)



HIROSHI KASUYA



Name: Ayako Sophia Tanabe

LSUC No: 446 73 E

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.
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11. Takata de Mexico, S.A. de C.V.
12. Strosshe-Mex, S. de R.L. de C.V.

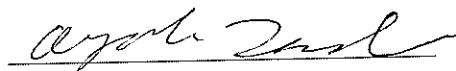
Schedule “B” – Japanese Debtors

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

This is **Exhibit "A"** referred to in the
affidavit of **HIROSHI KASUYA**

sworn before me this

2 the day of October, 2017

A handwritten signature in cursive script, appearing to read "Ayoko Tash", is written over a horizontal line.

A Commissioner for taking affidavits

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

In re:

TAKATA CORPORATION, et al.¹

Debtors in a foreign proceeding.

Chapter 15

Case No. 17-____ (____)

(Joint Administration Requested)

**DECLARATION OF NOBUAKI KOBAYASHI IN SUPPORT OF
VERIFIED PETITION FOR RECOGNITION AND CHAPTER 15 RELIEF**

I, Nobuaki Kobayashi, am a member of the firm of Nagashima Ohno & Tsunematsu (the “Firm”) and a lawyer admitted to the practice of law in Japan. I declare, under penalty of perjury under the laws of the United States of America, the following to the best of my knowledge and belief:

1. I have been admitted to the Japanese bar since 1983 and have extensive experience in the following areas of law: restructuring and insolvency, general corporate, mergers and acquisitions, civil and commercial disputes, and risk and crisis management/compliance. I have been a partner with the Firm since 2013. I was a guest lecturer from 2004 to 2007 and a visiting professor from 2007 to 2014 at Chuo Law School. I have also co-authored practice guides on Japanese insolvency law. I am fully familiar with the Japanese insolvency law and with the Japanese Proceeding of the Japanese Debtors.

2. In August 2015, the Firm was retained by Takata Corporation (“TKJP”), Takata Kyushu Corporation, and Takata Service Corporation (collectively, the “Japanese Debtors” and

¹ The chapter 15 debtors are Takata Corporation, Takata Kyushu Corporation, and Takata Service Corporation. The registered office for Takata Corporation and Takata Service Corporation is located at 2-12-31 Akasaka, Minato-ku, Tokyo, 107-0052, Japan. The registered office for Takata Kyushu Corporation is located at 2195-4 Oaza Befu, Higashitaku-machi, Taku-shi, Saga, 846-0012, Japan. The Foreign Representative is located at Takata Corporation, 2-3-14 Higashishinagawa, Shinagawa-ku, Tokyo, 140-0002, Japan.

with TKJP's direct and indirect subsidiaries, "Takata") to assist them in connection with a potential restructuring. On June 26, 2017, the Japanese Debtors each commenced civil rehabilitation proceedings (the "Japanese Proceeding") under the Civil Rehabilitation Act of Japan, Act No. 225 of December 22, 1999 (the "Civil Rehabilitation Act") before the 20th Department of the Civil Division of the Tokyo District Court Japan (the "Japanese Court"). As explained below, the Japanese Court, through its appointed Supervisor, Katsuyuki Miyakawa, a Japanese lawyer, has issued a consent empowering TKJP (the "Foreign Representative") to act as the Japanese Debtors' foreign representative in this case under Chapter 15 of title 11 of the United States Code (the "Bankruptcy Code").

3. I submit this declaration on behalf of the Foreign Representative to describe for the Court the nature of the restructuring process under Japanese law, to advise the Court as to the current status of the Japanese Proceeding, and in support of the following motions and other documents submitted by the Foreign Representative (collectively, the "First Day Pleadings"): (a) the *Verified Petition for Entry of an Order Recognizing Foreign Main Proceedings* (the "Verified Petition"); (b) the *Foreign Representative's Motion for Entry of an Order Granting Limited Provisional Relief* (the "Provisional Relief Motion"); (c) the *Foreign Representative's Motion for an Order Directing the Joint Administration of the Debtors' Chapter 15 Cases* (the "Joint Administration Motion"); and (d) the *Foreign Representative's Motion for Entry of an Order Scheduling the Recognition Hearing and Specifying the Form and Manner of Service* (the "Notice Procedures Motion").

4. I have worked with the management team of Takata to take the lead on Takata's restructuring initiatives. In February, 2016, I was appointed as one of the five members of the independent advisory committee of legal and financial professionals appointed by TKJP's board

of directors for the purpose of formulating a comprehensive restructuring plan for Takata. In these capacities, I have worked with the management team of Takata on various issues including operational restructuring and financial restructuring and have advised the management team of Takata as needed. As a result, I am generally familiar with the operations, business affairs, assets and liabilities of the Japanese Debtors, as well as the matters that have led to the need for the Japanese Debtors to commence proceedings under the Civil Rehabilitation Act. Except as otherwise indicated, I have personal knowledge of the matters set forth herein or have gained knowledge of such matters from the Japanese Debtors' employees or retained advisors, and, if called as a witness, would competently testify thereto.

I. The Civil Rehabilitation Act

A. Introduction

5. Under Japanese law, insolvency proceedings can be divided generally into two primary categories. The first category is called a terminal proceeding, which concludes via liquidation and dissolution. This type of proceeding is most commonly used by insolvent corporate debtors and individuals. The second type of proceeding, which includes the Civil Rehabilitation Act and Corporate Reorganization Act, seeks to reorganize and rehabilitate, rather than dissolve, corporations and rehabilitate individual petitioners in financial difficulties with the aim of ensuring the rehabilitation of the debtors' business or economic life.

6. It is important to note that, under Article 3 of the Civil Rehabilitation Act, foreign national persons or foreign juridical persons have the same status as Japanese national persons or Japanese juridical persons, respectively, under the Civil Rehabilitation Act.

B. Commencement of a Rehabilitation Proceeding

7. A proceeding under the Civil Rehabilitation Act is commenced by filing a petition with a Japanese District Court. Among other things, the debtor is required to include with the

petition a list of all known rehabilitation creditors. Juridical persons may only file a rehabilitation proceeding if they have business offices or other offices or property in Japan. There are two grounds to commence a rehabilitation proceeding. First, a debtor or a creditor may file a petition for commencement of rehabilitation proceedings when there is the risk that a fact constituting the grounds for commencement of bankruptcy proceedings (*i.e.*, the debtor is insolvent or generally and continuously unable to pay its debts that are due) would occur to a debtor. Second, a debtor (but not its creditors) may file a petition for commencement of rehabilitation proceedings when a debtor is unable to pay its debts that are due without causing significant hindrance to the continuation of its business.

8. If the District Court finds facts constituting grounds for the commencement of rehabilitation proceedings, the District Court will issue an order of commencement of rehabilitation proceedings (a “Commencement Order”), unless (i) expenses for rehabilitation proceeding are not prepaid, (ii) a bankruptcy or special liquidation proceeding is already pending, and it conforms to the general interests of creditors to allow it to proceed, (iii) it is obvious that a rehabilitation plan is unlikely to be prepared, approved or confirmed, or (iv) the filing was made for unjustifiable purposes or otherwise lacked good faith. The Commencement Order also establishes various deadlines in the case with respect to the claims administration process and the submission of a rehabilitation plan.

9. Upon entry of the Commencement Order, notice of the text of the Commencement Order and the periods for filing proofs of rehabilitation claims and for conducting an investigation of rehabilitation claims is provided. First, public notice is made by publication in the Official Gazette, which is an official Japanese government publication issued daily and used in Japan for the promulgation of laws, ordinances, treaties and other national

commitments, the release of reports and materials compiled by various governmental organs, and the publication of pronouncements in accordance with legal provisions. As a general matter, any public notice required in a civil rehabilitation proceeding must be effected through publication in the Official Gazette. Second, notice is mailed to the debtor's known rehabilitation creditors included on the list filed with the debtor's petition. Finally, in certain instances, notice is not required to be provided to subordinated creditors when the District Court finds that there is insufficient property to pay in full senior creditors.

10. Unlike a petition filed pursuant to chapter 11 of the Bankruptcy Code, filing a civil rehabilitation petition does not have the effect of an automatic stay. Instead, in the interim period between the filing of a petition for civil rehabilitation and the entry of the Commencement Order, the District Court may enter a temporary restraining order that (i) prohibits the debtor from taking certain actions, including payment of pre-petition claims, and (ii) provide a temporary stay of any actions against the debtor and its property until the commencement hearing can be held and the petition adjudicated except for (a) secured creditors, including creditors with general priority claims (as discussed below), and (b) holders of common benefit claims, which are claims incurred that are necessary to the conduct of the civil rehabilitation proceeding. However, as discussed below, the District Court in certain circumstances, may issue an order enjoining the ability of a secured creditor from exercising its rights against collateral.

C. Management and Oversight of the Debtor During the Civil Rehabilitation Proceeding

11. The Civil Rehabilitation Act permits the management of the debtor to remain in place during the course of a civil rehabilitation proceeding. However, the Civil Rehabilitation Act permits the District Court to order supervision of the debtor by a supervisor, and it is well established that the District Court orders the appointment of a supervisor. When a supervisor is

appointed, the order appointing the supervisor specifies the actions for which the debtor is required to obtain the consent of the supervisor, and this generally includes any actions outside of the ordinary course of the debtor's business, lending or borrowing money, granting security interests, waiving any rights, or releasing any debts owed to the debtor. A supervisor may also be vested with authority to, among other things, investigate the property and business of the debtor and exercise avoidance powers. Ultimately, the supervisor is subject to supervision by the District Court. Similar to cases under chapter 11 of the Bankruptcy Code, if it finds it necessary, a court may also appoint an examiner to investigate the debtor, its assets and affairs, and claim by or against it. In deciding whether to appoint a supervisor or examiner, the District Court does not require a finding of mismanagement or misuse of the company's assets.

12. On the other hand, when a debtor administers or disposes of its property in an inappropriate manner or the District Court otherwise finds it particularly necessary for the rehabilitation of a debtor's business, the District Court may order the appointment of a trustee for the debtor's business and property.² Similar to cases under chapter 11 of the Bankruptcy Code, a trustee appointed in a civil rehabilitation proceeding is vested with exclusive authority over the debtor's business and property.

13. In addition, the Civil Rehabilitation Act allows creditors to form a creditors committee of between three and ten creditors. If a creditors committee is formed, it may state opinions to the District Court, and the District Court may solicit the committee's opinion, in connection with matters before the District Court in the civil rehabilitation proceeding. The debtor is obligated to receive the opinion of the committee in connection with the administration

² Because the Japanese Debtors remain in possession of their property and no trustee has been appointed for any of them, this declaration, in most instances, does not address the rights provided to trustees in a civil rehabilitation proceeding.

of the debtor's property and business. The committee is also entitled to receive reporting the debtor is required to make to the District Court and the supervisor and request that the District Court order the debtor to provide certain reporting,

D. Operation of the Debtor's Business During the Civil Rehabilitation Proceeding; Sale Transactions for Substantially All Assets

14. A principal purpose of the Civil Rehabilitation Act is to provide for the rehabilitation of a debtor and continuation of its business as a going concern. As a result, during a civil rehabilitation proceeding, a debtor has the right to carry out its business and administer and dispose of its property, subject to obtaining any consent of a supervisor appointed by the District Court as required under any order appointing such supervisor and subject to any other limitations imposed on the debtor by the District Court. The Civil Rehabilitation Act also provides the debtor with the right to choose the cancellation or performance of bilateral contracts which had not been performed by either party at the time of the commencement of the civil rehabilitation proceedings, which is similar in concept to the ability of a debtor in chapter 11 case to assume or reject executory contracts. In carrying out its business during a civil rehabilitation proceeding, the debtor has the obligation, vis a vis creditors, to exercise that right in a fair and sincere manner.

15. A debtor may also seek to transfer all or part of its assets in a business transfer pursuant to Articles 42 and 43 of the Civil Rehabilitation Act before the confirmation by the District Court of the rehabilitation plan. This type of transaction would be similar to a sale of substantially all assets under section 363 of the Bankruptcy Code. If a business transfer is proposed, the debtor must obtain the District Court's approval. To grant approval, the District Court must find that the business transfer is necessary for the rehabilitation of the debtor's business, and the District Court will hear opinions of known rehabilitation creditors (but if a

creditor committee is appointed, the District Court is only required (but not constrained) to only hear the committee's opinion), and the opinion of the debtor's labor union prior to granting or denying such a request. Further, if the debtor is unable to pay its debts in full with its property, the District Court may, upon the petition of the debtor, grant a permission of the business transfer in lieu of the approval of the business transfer by the shareholders meeting that is normally required under Japanese corporate law. As discussed below, the District Court may forcibly extinguish security interests in connection with a business transfer provided that the secured creditor receives payment for the equivalent value of its collateral.

E. Reporting on and Protecting the Debtor's Assets, Liabilities and Affairs

16. A debtor in a civil rehabilitation proceeding has various reporting obligations under the Civil Rehabilitation Act. The debtor must, without delay after commencement, appraise the value of its assets and prepare an inventory of assets and balance sheets, each as of the commencement date of the case, and provide a report to the District Court of the same. The District Court may, upon the petition of a party in interest or on its own, appoint a third party to value the property. This report is used by the District Court and creditors for, among other things, evaluating a proposed rehabilitation plan. Further, the debtor must submit a written report to the District Court without delay after commencement detailing the circumstances that led to commencement of the civil rehabilitation proceeding, the past and existing status of the debtor's business and other matters. Finally, the debtor and the supervisor are obligated to provide the District Court with periodic reporting regarding the status of the administration of its property and business. In practice, these reports are typically provided monthly.

17. Additionally, the Civil Rehabilitation Act provides for the convocation of meetings of creditors for various purposes, including to provide creditors certain information regarding the debtor, its property and the administration of the civil rehabilitation proceeding. A

meeting of creditors can be called by the District Court on its own initiative or in response to a petition from the debtor, a creditors committee, or the holder of a claim in an amount equal to at least one-tenth of the value of total voting claims held by known rehabilitation creditors.

18. The Civil Rehabilitation Act also vests the supervisor (or a trustee, if appointed) with the right to avoid certain transactions that occurred prior to entry of the Commencement Order—generally where avoidance is found to be in the common interest of the rehabilitation creditors, and parties who may be subject to these avoidance actions are able to avail themselves of certain statutory defenses, including with respect to the provision of equivalent value and good faith/lack of knowledge of prejudice to rehabilitation creditors. Ultimately, these avoidance powers are subject to proceedings before the Japanese courts where the party subject to an avoidance action may appear and be heard. These avoidance powers (and certain attendant defenses) are similar in concept to the ability to avoid preferential and fraudulent transfers under the Bankruptcy Code.

F. Claims Classification, Administration, and Reconciliation

19. Basically, the claims against the debtor in a civil rehabilitation proceeding fall into one of three categories—common benefit claims, general priority claims, and rehabilitation claims. The general treatment of these claims in civil rehabilitation proceedings is discussed below.

20. Common Benefit and General Priority Claims. Common Benefit Claims are claims that, generally speaking, are incurred after the commencement of (or in some instances, after filing a petition to commence) civil rehabilitation proceedings and are necessary to, or provide a benefit for, the common interest of rehabilitation creditors. These include costs of administering the civil rehabilitation proceeding and operating the debtor's business during the proceeding. These are similar to administrative expense claims under section 503(b) of the

Bankruptcy Code. General Priority Claims are generally speaking, claims which are given priority status under applicable non-bankruptcy law in Japan, including the payment of taxes and employee related expenses and liabilities. These are similar to priority claims under section 507 of the Bankruptcy Code. Common benefit claims and general priority claims are not treated as rehabilitation claims, are not subject to any stay on collection or a requirement to file a proof of claim, and may be paid at any time during a civil rehabilitation Proceeding.

21. Rehabilitation Claims. Rehabilitation claims generally include any pre-commencement claim that is not secured or entitled to general priority. All holders of rehabilitation claims are entitled to participate in a civil rehabilitation proceeding with respect to their rehabilitation claims, provided that they are each subject to the requirement to file proof of their rehabilitation claims. Once a civil rehabilitation proceeding is commenced, a debtor is prohibited from paying rehabilitation claims except as provided for in a rehabilitation plan (with limited exceptions) and holders of rehabilitation claims are stayed from attempting to enforce and collect upon their claims. The Civil Rehabilitation Act creates exceptions to the prohibition on payment of rehabilitation claims for (i) claims held by small and medium-sized enterprises whose major trading partner is the debtor and non-payment of the rehabilitation claim would create a significant hardship on the claimholder's business, and (ii) small amount of rehabilitation claims where payment would facilitate, or failure to pay would materially hinder, the rehabilitation of the debtor's business.

22. Secured Creditors. In general, the commencement of a civil rehabilitation proceeding does not prevent a secured creditor from realizing upon its collateral even if the claim secured by its collateral falls into the category of rehabilitation claim. In certain instances, however, the District Court has the ability to stay the exercise of rights in collateral for a

reasonable period if the District Court finds that a stay of such rights conforms to the common interests of rehabilitation creditors and is not likely to cause undue damage to the secured creditor.

23. Additionally, a court may forcibly extinguish a security interest where the District Court finds that such property is indispensable to the conduct of the debtor's business, but may only do so if the debtor makes payment of the equivalent value of the subject collateral. In practice, a debtor will typically attempt to negotiate a consensual disposition of the secured creditor's collateral and its security interest prior to seeking an extinguishment order. In the event that a debtor requests extinguishment of a security interest, holders of all security interests in the subject collateral are provided direct notice of the request to extinguish a security interest and have, among other things, the right to contest the valuation of the collateral.

24. Another exception to the general rule that secured creditors may freely exercise their rights exists with respect to claims secured by a right of set-off. Where a rehabilitation creditor's claim is secured by a right of set-off, the rehabilitation creditor must exercise its right of set-off prior to the expiration of the period set for filing proofs of claim, which is set by the Commencement Order. The Civil Rehabilitation Act also limits the rights to exercise set-off in certain instances specified in the act that, generally, relate to a close proximity between the time that the claim or debt was acquired by the creditor and the time that the debtor experienced its financial difficulties.

25. Where a holder of a rehabilitation claim secured by collateral is not fully secured and holds a deficiency rehabilitation claim, that holder is entitled to vote on a rehabilitation plan to the extent of the amount of its unsecured, deficiency rehabilitation claim.

26. Rehabilitation Claims Process. As discussed above, the Commencement Order establishes a deadline within which holders of rehabilitation claims must submit proof of their claims, and a notice of entry of the Commencement Order, which includes the deadline to submit proofs of claim, is served on the holders of known rehabilitation claim and is also published in the Official Gazette. Based on the standard timeline established by the Tokyo District Court for civil rehabilitation proceedings, this deadline is usually 30 days after entry of the Commencement Order, but it is subject to the discretion of the District Court. Where a holder of a rehabilitation claim has failed to timely submit a claim, the claims submission deadline can be extended for that creditor for a period of one month where the reason for failure to submit a claim is not attributable to the holder. However, proofs of claim may not be submitted under this extended deadline after an order has been entered to submit a proposed rehabilitation plan to creditors for voting. Only creditors who have timely submitted rehabilitation claims may participate in voting on the rehabilitation plan and receive distributions thereunder.

27. The Commencement Order also establishes a period within which rehabilitation claims may be investigated. During this period, the debtor examines the amount and basis of each rehabilitation claim and prepares and submits to the District Court a list identifying whether it approves or objects to the various claims filed by rehabilitation creditors, and their attendant voting rights for the rehabilitation plan (the “Statement of Approval or Disapproval”). Any holder of filed rehabilitation claims may also object to filed rehabilitation claims or the debtor’s determination in the Statement of Approval or Disapproval. Holders of rehabilitation claims that are disapproved by the debtor in the Statement of Approval or Disapproval or to which a holder of a filed rehabilitation claim has objected, must petition to the District Court for an assessment of their claim, and the District Court will conduct proceedings to determine the proper amount of

the claim, wherein the parties denying or disputing the rehabilitation claim and the holder of such claim are heard by the District Court. If the claim is not denied or disputed in the Statement of Approval or Disapproval or through an objection of a holder of a filed rehabilitation claim, the submitted claim and attendant voting rights will be accepted.

G. Rehabilitation Plan

28. The debtor must prepare and submit to the District Court and rehabilitation creditors a rehabilitation plan by the deadline provided under the Commencement Order. A rehabilitation plan must specify the modifications of any rights of rehabilitation creditors, which can include the reduction and release of debts, the assumption of debt, and extending the time to repay debts by up to 10 years (except where special circumstances exist), and shall specify the treatment of common benefit and general priority claims. The modification of the rights of rehabilitation creditors must be equal among creditors, unless a creditor has consented to a lesser treatment; provided that subordinated rehabilitation creditors are not entitled to equal treatment with non-subordinated rehabilitation creditors. The plan may also provide for modifications to the capital stock of the debtor, including provisions related to the issuance of new shares in the debtor.

29. Generally a plan must be filed within a court-specified period that takes place after the deadline to submit proofs of claim has been expired. The debtor is required to submit a plan prior to the expiration of that period, and holders of filed rehabilitation claims also have the ability to submit their own rehabilitation plan in that period. The District Court will consider any plan submitted to it by the applicable deadline and, if certain threshold requirements for confirmation are met, will refer such plan to rehabilitation creditors to vote on it. Among other things, the order referring the plan to a vote will specify the manner in which votes will be

solicited, which may include both a creditors meeting and authorization for written submissions, and what notice will be provided to rehabilitation creditors.

30. The rehabilitation plan must be accepted by (i) the majority of voting right holders who are in attendance at the creditors' meeting or creditors who have voted in advance by completing the necessary form, as authorized by the District Court, and (ii) creditors who hold voting rights that account for not less than one-half of the total amount of voting rights. If a plan is accepted by the requisite majority of voting rights, the District Court will enter an order confirming the rehabilitation plan unless (i) the rehabilitation proceedings or the plan violates any applicable law, (ii) the plan is unlikely to be performed, (iii) the resolution to accept the plan was adopted by unlawful means, or (iv) the plan is in conflict with the common interest of the rehabilitation creditors. In the event that there are any rehabilitation creditors whose claim is subordinated by an agreement between the creditor and the debtor, holders of subordinated and non-subordinated rehabilitation claims are entitled to vote on a plan as separate classes. If the requisite majorities are not obtained with respect to either class, the District Court may nonetheless enter an order confirming the plan by including a provision in the plan that the holders of claims in the non-consenting class shall receive a recovery equal to what they would have recovered if bankruptcy proceedings (liquidation) has been commenced and otherwise providing for a fair and equitable treatment of the non-consenting class. An order confirming a rehabilitation plan may immediately be appealed, although the grounds for appeal are limited in certain instances with respect to holders of subordinated rehabilitation claims.

31. Once the order confirming the rehabilitation plan becomes final and binding, the rehabilitation plan becomes effective. Thereafter, the debtor pays its debts according to the plan and will be discharged from any remaining pre-commencement obligations.

II. The Japanese Proceedings

32. The Takata entities were forced to pursue their global restructuring as a result of the wide-ranging recall of airbag inflators containing phase-stabilized ammonium nitrate (the “PSAN Inflators”) manufactured by Takata that ruptured during deployment of the airbag and the financial difficulties arising out of that recall. Prior to the time the Japanese Debtors commenced their proceedings under the Civil Rehabilitation Act, TKJP had been named in approximately one hundred (100) personal injury and wrongful death lawsuits relating to the PSAN Inflators in state and federal courts within the United States. TKJP was also named in a number of putative nationwide class actions in the United States alleging economic damages on behalf of current and former owners, lessors, and automotive recyclers who owned or leased at some time vehicles that utilized PSAN Inflators. TKJP was also the subject of actions brought by the states of Hawaii and New Mexico and the territory of the U.S. Virgin Islands arising out of the PSAN Inflator recall. These actions have required TKJP to commit a significant amount of financial and non-financial resources to respond to this litigation.

33. On June 26, 2017 (Japanese time), the Japanese Debtors filed petitions for commencement of civil rehabilitation proceedings in the Japanese Court (the “Japanese Petitions”). On the same day, the Japanese Court issued orders (the “Supervisor Appointment Orders”) appointing Mr. Katsuyuki Miyakawa, a Japanese attorney, as the Japanese Debtors’ supervisor (the “Supervisor”). Copies of the Supervisor Appointment Orders, as entered by the Japanese Court, and English translations of them are attached hereto as Exhibit A.

34. On June 28, 2017, the Japanese Court issued orders (the “Commencement Orders,” together with the Supervisor Appointment Orders, the “Japanese Court Orders”)³

³ Copies of the Commencement Orders, as entered by the Japanese Court, and English translations of them are attached hereto as Exhibit B.

approving the commencement of the Japanese Debtors' proceedings under the Civil Rehabilitation Act and, among other things, established the following deadlines:

- a. **August 25, 2017**: Deadline to submit proofs of rehabilitation claims;
- b. **October 12, 2017**: Deadline to submit inventory of assets and balance sheets;
- c. **October 30, 2017**: Deadline to submit Statement of Approval or Disapproval;
- d. **November 13, 2017**: Expiration of the period to investigate proofs of rehabilitation claims; and
- e. **November 27, 2017**: Deadline to submit Proposed Rehabilitation Plan.

Provided that such deadlines are subject to change by the Japanese Court as the Japanese Proceedings progress.

35. Under the Civil Rehabilitation Act, entry of the Commencement Order results in a stay of any act by holders of unsecured claims arising prior to entry of the Commencement Order from attempting to enforce their claims against the Japanese Debtors. Under Japanese law, the stay that is in place in the Japanese Proceedings extends to all assets wherever located, including assets located in the United States. Notwithstanding the stay provided for under Japanese law, the litigations in the United States described above have continued to proceed against TKJP following the commencement of the Japanese Proceedings. Continuing to fund defense of these litigations places a significant financial burden on TKJP and distracts TKJP from focusing on the Takata restructuring and pursuit of the proposed sale transaction with Key Safety Systems, Inc.

36. In accordance with Article 35 of the Civil Rehabilitation Act, the Japanese Court provided notice of the entry of the Commencement Order and the deadline to submit rehabilitation proofs of claim to all known rehabilitation creditors identified in the Japanese Debtors' petitions for commencement. Additionally, to date, TKJP has posted on its website

(www.takata.com) Japanese and English versions of, among other things, (i) a press release concerning its global restructuring, (ii) a notice of its petition for commencement of the Japanese Proceedings, (iii) a notice of entry of Commencement Orders in the Japanese Proceedings, (iv) “questions and answers” regarding the filing of proof of a rehabilitation claim, initially posted on July 10, (v) revised “questions and answers,” posted on August 7, 2010, and (vi) instructions for filing the proof of rehabilitation claim, posted on August 7, 2010. Copies of these documents available through the English language version of the Takata web page are included as Exhibits C through H to this Declaration.

37. Under the terms of the Japanese Court Orders, the Japanese Debtors cannot take any action that is seen as outside of the ordinary course of business, including, but not limited to, initiating or pursuing any legal proceeding, without the consent of the Supervisor. On August 7, 2017 (Japan time), the Supervisor, pursuant to the powers conferred upon him under the Civil Rehabilitation Act and the Japanese Court Orders, issued a consent authorizing (i) the Japanese Debtors to file the Chapter 15 Cases, and (ii) TKJP to serve as the foreign representative of the Japanese Debtors (the “Supervisor Consent”).⁴

38. Based on my review of the Japanese Orders and the Supervisor Consent and my understanding of applicable Japanese law, I believe that the Japanese Debtors have duly commenced proceedings under the Civil Rehabilitation Act, that TKJP has been duly appointed to serve as a foreign representative of the Japanese Debtors, and that TKJP has full authority to commence these Chapter 15 Cases and seek recognition and the provisional relief requested in accordance with Japanese law.

⁴ Copies of the Supervisor Consent, in the original Japanese and an English translation, are attached hereto as Exhibit I.

39. I have reviewed and been informed of the “foreign main proceeding” and “foreign representative” requirements necessary for recognition of a proceeding under Chapter 15. Based upon my experience and understanding of the relevant laws of Japan, it is my belief that the petition filed by the Japanese Debtors seeking the commencement of a proceeding under the Civil Rehabilitation Act qualifies as a foreign judicial proceeding under a law relating to insolvency or the adjustment of debts, which is collective in nature and has the purpose of restructuring the Japanese Debtors’ business (rather than liquidating it). The assets and affairs of the Japanese Debtors are currently subject to control or supervision by the Supervisor and, in turn, the Japanese Court, and will remain under such control and supervision during the Japanese Proceedings.

III. Matters Related to the Chapter 15 Cases

40. Based on my role as one of the lead restructuring attorneys for the Japanese Debtors, I am familiar with the assets and liabilities of the Japanese Debtors. It is my understanding that the Japanese Debtors’ primary assets in the United States consist of their ownership of shares in TK Holdings, Inc., a Delaware corporation, and a retainer provided to Young Conaway Stargatt & Taylor, LLP, who is Delaware Bankruptcy Counsel for the Japanese Debtors. TKS and TK9 do not own any assets located in the United States.

41. I believe that the center of main interest of the Japanese Debtors is located in Japan. As an initial matter, each of the Japanese Debtors is a Japanese corporation and each has both its registered office and head office located in Japan. Second, TKJP was publicly listed on the Tokyo Stock Exchange until July 27, 2017. Third, the Japanese Debtors perform all of their critical management, business, and operations functions from Japan, including, without limitation, the following:

- a. the operations of the Japanese Debtors are directed from their respective head offices, each of which are in Japan;
- b. corporate governance for the Japanese Debtors is directed from Japan;
- c. the officers and directors of the Japanese Debtors are based in Japan;
- d. strategic operating decisions and key policy decisions for the Japanese Debtors are made by staff located in Japan;
- e. the Japanese Debtors' human resources functions are administered from Japan;
- f. the Japanese Debtors' information technology and systems are directed from Japan; and
- g. all public company reporting and investor relations for the Japanese Debtors are (or were) directed from Japan.

42. The Japanese Debtors also operate seven (7) manufacturing plants and one (1) research and development facility in Japan, they have approximately 1,300 employees in Japan, and their principal assets are located in Japan. The Japanese Debtors do not directly conduct operations outside of Japan, nor do they have material assets, offices, or employees outside of Japan.

43. Finally, many of the creditors of the Japanese Debtors are based in Japan. This includes TKJP's bank lenders, holders of its unsecured bonds, many of the vendors and suppliers that Takata utilizes in operating its facilities, and the Japanese-based OEMs with whom TKJP transacts.

44. As detailed above, TKJP faces significant prepetition litigation against it pending in the United States and which has continued to proceed. Pursuit of these actions, while Takata is seeking to reorganize, will frustrate the global goal of the Takata entities to preserve value for their stakeholders, including to ensure that the PSAN Inflator recall can be properly and fully implemented, by distracting Takata management from efforts to save the business. Additionally,

TKJP and TKH are named as codefendants in many of these actions, and there is a risk to TKH and its Chapter 11 Cases if actions continue to proceed against its corporate parent TKJP, while TKH is protected by the automatic stay. Granting recognition to the Japanese Proceedings and implementing a provisional stay against United States-based litigation will promote the goals of both the Japanese Proceedings and the global Takata restructuring.

45. The Foreign Representative has filed a motion to jointly administer the Chapter 15 Cases. Based on the following facts, joint administration is warranted in these cases. The Japanese Debtors are affiliated entities with closely-related financial affairs and business operations, and joint administration will ease the administrative burden on the Court and the parties. The notices, motions, hearings, orders and other pleadings in these cases will likely affect each of the Japanese Debtors. The failure to administer these cases jointly would result in duplicative pleadings filed for each issue and service of substantially identical pleadings. Such unnecessary duplication would impose avoidable expenses on all parties and unnecessarily burden the Clerk of the Court. Further, the supervision of the administrative aspect of these cases by the United States Trustee for the District of Delaware will be simplified through joint administration. Joint administration will permit this Court to use a single docket for the jointly-administered cases and combine notices to certain of the Japanese Debtors' creditors and other parties in interest of the Japanese Debtors. Joint administration will protect parties in interest by ensuring that they will be appropriately apprised of all matters before the Court for each of the Japanese Debtors. Requiring separate administration of the Chapter 15 Cases would subject the Japanese Debtors and potential creditors to substantial administrative burden, and could distract the Japanese Debtors at a time when pursuing the successful resolution of the Japanese

Proceedings is critical. Accordingly, entry of an order granting the relief requested in the Joint Administration Motion is in the best interest of the Japanese Debtors and all parties in interest.

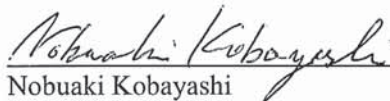
46. The Foreign Representative has filed the Notice Procedures Motion seeking an order approving the form and manner of service of the notice of (a) the Chapter 15 Petitions, Verified Petition and other related pleadings involving the Chapter 15 Cases, (b) the deadline by which objections to the Foreign Representative's request for entry of a final order granting the relief sought in the petitions for relief (the "Recognition Order") must be received, (c) the hearing for the Court to consider the Chapter 15 Petitions and the Verified Petition, (d) the order (if entered) authorizing the relief requested in the provisional relief motion, and (e) the existence of the Japanese Proceedings and important deadlines in connection therewith. The Japanese Debtors have certain creditors, potential creditors, and other parties in interest that must be provided with, among other things, the proposed final Recognition Order, the deadline to object to the proposed Recognition Order, and the hearing on the proposed Recognition Order. Under the facts and circumstances of the Japanese Proceedings and Chapter 15 Cases, service of the notice in the manner proposed in the Notice Procedures Motion will provide the Japanese Debtors' various parties in interest due and sufficient notice and service of such matters and any associated objection deadline and hearing dates. The proposed form and manner of service of notice outlined in the Notice Procedures Motion serve as an efficient and effective way to provide notice to key parties, and will not burden the Foreign Representative or the Japanese Debtors and their estates with the significant costs associated with copying and mailing various documents filed in these cases to parties whose rights remain unaffected by the Japanese Proceedings and these Chapter 15 Cases. Accordingly, entry of an order granting the relief

requested in the Notice Procedures Motion is in the best interests of the Japanese Debtors and all parties in interest.

[Remainder of page intentionally left blank]

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge, information and belief.

Dated: August 9, 2017
Tokyo, Japan


Nobuaki Kobayashi

[Signature Page to Japanese Proceeding Declaration]

Exhibit A

Supervisor Appointment Orders

平成29年(再)第20号 再生手続開始申立事件

決 定

東京都港区赤坂二丁目12番31号

再生債務者 タカタ株式会社

代表者代表取締役 高田 重久

主 文

- 1 タカタ株式会社について監督委員による監督を命ずる。
- 2 監督委員として、次の者を選任する。
東京都千代田区丸の内3丁目3番1号 新東京ビル225区
東京丸の内法律事務所
弁護士 宮川 勝之
- 3 監督委員は、再生債務者が、民事再生法120条1項に規定する行為によって生ずべき相手方の請求権を共益債権とする旨の裁判所の許可に代わる承認をすることができる。
- 4 再生債務者が次に掲げる行為をするには、監督委員の同意を得なければならない。ただし、再生計画認可決定があった後は、この限りでない。
 - (1) 再生債務者が所有又は占有する財産に係る権利の譲渡、担保権の設定、賃貸その他一切の処分(常務に属する取引に関する場合を除く。)
 - (2) 再生債務者の有する債権について譲渡、担保権の設定その他一切の処分(再生債務者による取立てを除く。)
 - (3) 財産の譲受け(商品の仕入れその他常務に属する財産の譲受けを除く。)
 - (4) 貸付け
 - (5) 金銭の借入れ(手形割引を含む。)及び保証
 - (6) 債務免除、無償の債務負担行為及び権利の放棄
 - (7) 別除権の目的である財産の受戻し
 - (8) 事業の維持再生の支援に関する契約及び当該支援をする者の選定業務に関する契約の締結
- 5 再生債務者は、平成29年6月26日以降毎月末日締切りにより、再生債務者の業務及び財産の管理状況についての報告書をその翌月10日までに当裁判所及び監督委員に提出しなければならない。
ただし、再生計画認可決定があった後は、この限りではない。

平成29年6月26日

東京地方裁判所民事第20部

裁判長裁判官 館 内 比 佐 志

裁判官 上 拂 大 作

裁判官 小 西 慶 一

これは謄本である。

同日同庁

裁判所書記官 伊 與 喜克郎



2017 (sai) No. 20 Petition for Commencement of Rehabilitation Proceedings

Order

Rehabilitation Debtor: Takata Corporation

Representative Director: Shigehisa Takada

2-12-31 Akasaka, Minato-ku, Tokyo

Main Text

1. Order is hereby given for Takata Corporation to be supervised by a supervisor.
2. The following person is appointed as the supervisor.
 - Attorney Katsuyuki Miyakawa
 - Tokyo-Marunouchi Law Offices
 - Shin-Tokyo Building, Suite 225, 3-3-1 Marunouchi, Chiyoda-ku, Tokyo
3. The supervisor is authorized to give approval, in lieu of court permission, to the rehabilitation debtor's making counterparty claims arising from any of the rehabilitation debtor's acts provided in Article 120, Paragraph 1 of the Civil Rehabilitation Act common benefit claims.
4. The rehabilitation debtor must obtain consent of the supervisor when conducting the following acts; provided, however, that this shall not apply after the rehabilitation plan is confirmed.
 - (1) Transfer of rights, creation of a security interest, lease or any other disposal with respect to property rehabilitation debtor owns or possesses (excluding any case relating to a transaction that falls within the scope of ordinary business);
 - (2) Transfer, creation of a security interest or any other disposal with respect to claims held by the rehabilitation debtor (excluding collection by the rehabilitation debtor);
 - (3) Acquisition of property (excluding product procurement or acquisition of other property that falls within the scope of ordinary business);
 - (4) Lending;
 - (5) Borrowing of money (including discounting of a bill) and guaranteeing;
 - (6) Forgiving of debt, gratuitous debt assumption or waiver of a right;
 - (7) Redemption of collateral for a right of separate satisfaction; and
 - (8) Execution of an agreement concerning support for maintenance and rehabilitation of business and an agreement concerning services for selection of a person providing such support

[English Translation]

5. From June 26, 2017 onwards, with the last day of each month as the cut-off date, the rehabilitation debtor must submit to the court and the supervisor a report on the state of the administration of the rehabilitation debtor's business and property, by the 10th day of the following month.

Provided, however, that this shall not apply after the rehabilitation plan is confirmed.

June 26, 2017

The 20th Civil Division of the Tokyo District Court Presiding Judge Hisashi Tateuchi

Judge Daisaku Ueharai

Judge Keiichi Konishi

This is a certified copy.

June 26, 2017

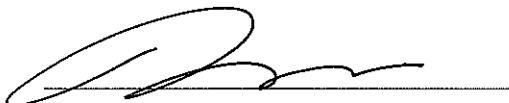
Tokyo District Court

Court Clerk Yoshikatsuro Iyo

Certificate of Translation

I, Tomohiro Okawa, Attorney-at-Law, hereby certify that this is a true and accurate translation from Japanese to English of the Order to appoint Supervisor issued by the Tokyo District Court, Case No. Heisei 29 (2017) (Sai) 20, Case of Petition for Commencement of Civil Rehabilitation Proceedings.

Date: July 10, 2017

A handwritten signature in black ink, consisting of a large, stylized initial 'T' followed by a series of loops and a horizontal line extending to the right.

Tomohiro Okawa

平成29年(再)第21号 再生手続開始申立事件

決 定

佐賀県多久市東多久町大字別府2195番地4
 再生債務者 タカタ九州株式会社
 代表者代表取締役 桂田 治夫

主 文

- 1 タカタ九州株式会社について監督委員による監督を命ずる。
- 2 監督委員として、次の者を選任する。
 東京都千代田区丸の内3丁目3番1号 新東京ビル225区
 東京丸の内法律事務所
 弁護士 宮川 勝之
- 3 監督委員は、再生債務者が、民事再生法120条1項に規定する行為によって生ずべき相手方の請求権を共益債権とする旨の裁判所の許可に代わる承認をすることができる。
- 4 再生債務者が次に掲げる行為をするには、監督委員の同意を得なければならない。ただし、再生計画認可決定があった後は、この限りでない。
 - (1) 再生債務者が所有又は占有する財産に係る権利の譲渡、担保権の設定、賃貸その他一切の処分(常務に属する取引に関する場合を除く。)
 - (2) 再生債務者の有する債権について譲渡、担保権の設定その他一切の処分(再生債務者による取立てを除く。)
 - (3) 財産の譲受け(商品の仕入れその他常務に属する財産の譲受けを除く。)
 - (4) 貸付け
 - (5) 金銭の借入れ(手形割引を含む。)及び保証
 - (6) 債務免除、無償の債務負担行為及び権利の放棄
 - (7) 別除権の目的である財産の受戻し
 - (8) 事業の維持再生の支援に関する契約及び当該支援をする者の選定業務に関する契約の締結
- 5 再生債務者は、平成29年6月26日以降毎月末日締切りにより、再生債務者の業務及び財産の管理状況についての報告書をその翌月10日までに当裁判所及び監督委員に提出しなければならない。
 ただし、再生計画認可決定があった後は、この限りではない。

平成29年6月26日

東京地方裁判所民事第20部

裁判長裁判官 館 内 比 佐 志

裁判官 上 拂 大 作

裁判官 小 西 慶 一

これは正本である。

同日同庁

裁判所書記官 伊 與 喜克郎



2017 (sai) No. 21 Petition for Commencement of Rehabilitation Proceedings

Order

Rehabilitation Debtor: Takata Kyushu Corporation

Representative Director: Haruo Katsurada

2195-4, Befu, Higashitaku-machi, Taku, Saga Prefecture

Main Text

1. Order is hereby given for Takata Kyushu Corporation to be supervised by a supervisor.
2. The following person is appointed as the supervisor.
 - Attorney Katsuyuki Miyakawa
 - Tokyo-Marunouchi Law Offices
 - Shin-Tokyo Building, Suite 225, 3-3-1 Marunouchi, Chiyoda-ku, Tokyo
3. The supervisor is authorized to give approval, in lieu of court permission, to the rehabilitation debtor's making counterparty claims arising from any of the rehabilitation debtor's acts provided in Article 120, Paragraph 1 of the Civil Rehabilitation Act common benefit claims.
4. The rehabilitation debtor must obtain consent of the supervisor when conducting the following acts; provided, however, that this shall not apply after the rehabilitation plan confirmed.
 - (1) Transfer of rights, creation of a security interest, lease or any other disposal with respect to property rehabilitation debtor owns or possesses (excluding any case relating to a transaction that falls within the scope of ordinary business);
 - (2) Transfer, creation of a security interest or any other disposal with respect to claims held by the rehabilitation debtor (excluding collection by the rehabilitation debtor);
 - (3) Acquisition of property (excluding product procurement or acquisition of other property that falls within the scope of ordinary business);
 - (4) Lending;
 - (5) Borrowing of money (including discounting of a bill) and guaranteeing;
 - (6) Forgiving of debt, gratuitous debt assumption or waiver of a right;
 - (7) Redemption of collateral for a right of separate satisfaction; and
 - (8) Execution of an agreement concerning support for maintenance and rehabilitation of business and an agreement concerning services for selection of a person providing such support

[English Translation]

5. From June 26, 2017 onwards, with the last day of each month as the cut-off date, the rehabilitation debtor must submit to the court and the supervisor a report on the state of the administration of the rehabilitation debtor's business and property, by the 10th day of the following month.

Provided, however, that this shall not apply after the rehabilitation plan is confirmed.

June 26, 2017

The 20th Civil Division of the Tokyo District Court

Presiding Judge Hisashi Tateuchi

Judge Daisaku Ueharai

Judge Keiichi Konishi

This is a certified copy.

June 26, 2017

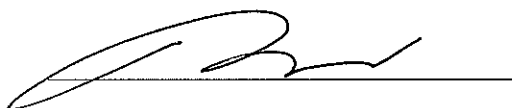
Tokyo District Court

Court Clerk Yoshikatsuro Iyo

Certificate of Translation

I, Tomohiro Okawa, Attorney-at-Law, hereby certify that this is a true and accurate translation from Japanese to English of the Order to appoint Supervisor issued by the Tokyo District Court, Case No. Heisei 29 (2017) (Sai) 21, Case of Petition for Commencement of Civil Rehabilitation Proceedings.

Date: July 10, 2017

A handwritten signature in black ink, consisting of a large, stylized initial 'T' followed by a series of loops and a final horizontal stroke, positioned above a solid horizontal line.

Tomohiro Okawa

平成29年（再）第22号 再生手続開始申立事件

決 定

東京都港区赤坂二丁目12番31号
再生債務者 タカタサービス株式会社
代表者代表取締役 川崎 修

主 文

- 1 タカタサービス株式会社について監督委員による監督を命ずる。
- 2 監督委員として、次の者を選任する。
東京都千代田区丸の内3丁目3番1号 新東京ビル225区
東京丸の内法律事務所
弁護士 宮川 勝之
- 3 監督委員は、再生債務者が、民事再生法120条1項に規定する行為によって生ずべき相手方の請求権を共益債権とする旨の裁判所の許可に代わる承認をすることができる。
- 4 再生債務者が次に掲げる行為をするには、監督委員の同意を得なければならない。ただし、再生計画認可決定があった後は、この限りでない。
 - (1) 再生債務者が所有又は占有する財産に係る権利の譲渡、担保権の設定、賃貸その他一切の処分（常務に属する取引に関する場合を除く。）
 - (2) 再生債務者の有する債権について譲渡、担保権の設定その他一切の処分（再生債務者による取立てを除く。）
 - (3) 財産の譲受け（商品の仕入れその他常務に属する財産の譲受けを除く。）
 - (4) 貸付け
 - (5) 金銭の借入れ（手形割引を含む。）及び保証
 - (6) 債務免除、無償の債務負担行為及び権利の放棄
 - (7) 別除権の目的である財産の受戻し
 - (8) 事業の維持再生の支援に関する契約及び当該支援をする者の選定業務に関する契約の締結
- 5 再生債務者は、平成29年6月26日以降毎月末日締切りにより、再生債務者の業務及び財産の管理状況についての報告書をその翌月10日までに当裁判所及び監督委員に提出しなければならない。
ただし、再生計画認可決定があった後は、この限りではない。

平成29年6月26日

東京地方裁判所民事第20部

裁判長裁判官 館 内 比 佐 志

裁判官 上 拂 大 作

裁判官 小 西 慶 一

これは正本である。

同日同庁

裁判所書記官 伊 與 喜克郎



2017 (sai) No. 22 Petition for Commencement of Rehabilitation Proceedings

Order

Rehabilitation Debtor: Takata Service Corporation

Representative Director: Osamu Kawasaki

2-12-31 Akasaka, Minato-ku, Tokyo

Main Text

1. Order is hereby given for Takata Service Corporation to be supervised by a supervisor.
2. The following person is appointed as the supervisor.
 - Attorney Katsuyuki Miyakawa
 - Tokyo-Marunouchi Law Offices
 - Shin-Tokyo Building, Suite 225, 3-3-1 Marunouchi, Chiyoda-ku, Tokyo
3. The supervisor is authorized to give approval, in lieu of court permission, to the rehabilitation debtor's making counterparty claims arising from any of the rehabilitation debtor's acts provided in Article 120, Paragraph 1 of the Civil Rehabilitation Act common benefit claims.
4. The rehabilitation debtor must obtain consent of the supervisor when conducting the following acts; provided, however, that this shall not apply after the rehabilitation plan is confirmed.
 - (1) Transfer of rights, creation of a security interest, lease or any other disposal with respect to property rehabilitation debtor owns or possesses (excluding any case relating to a transaction that falls within the scope of ordinary business);
 - (2) Transfer, creation of a security interest or any other disposal with respect to claims held by the rehabilitation debtor (excluding collection by the rehabilitation debtor);
 - (3) Acquisition of property (excluding product procurement or acquisition of other property that falls within the scope of ordinary business);
 - (4) Lending;
 - (5) Borrowing of money (including discounting of a bill) and guaranteeing;
 - (6) Forgiving of debt, gratuitous debt assumption or waiver of a right;
 - (7) Redemption of collateral for a right of separate satisfaction; and
 - (8) Execution of an agreement concerning support for maintenance and rehabilitation of business and an agreement concerning services for selection of a person providing such support

[English Translation]

5. From June 26, 2017 onwards, with the last day of each month as the cut-off date, the rehabilitation debtor must submit to the court and the supervisor a report on the state of the administration of the rehabilitation debtor's business and property, by the 10th day of the following month.

Provided, however, that this shall not apply after the rehabilitation plan is confirmed.

June 26, 2017

The 20th Civil Division of the Tokyo District Court

Presiding Judge Hisashi Tateuchi

Judge Daisaku Ueharai

Judge Keiichi Konishi

This is a certified copy.

June 26, 2017

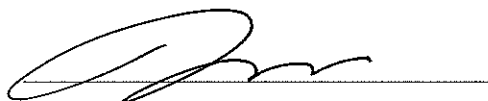
Tokyo District Court

Court Clerk Yoshikatsuro Iyo

Certificate of Translation

I, Tomohiro Okawa, Attorney-at-Law, hereby certify that this is a true and accurate translation from Japanese to English of the Order to appoint Supervisor issued by the Tokyo District Court, Case No. Heisei 29 (2017) (Sai) 22, Case of Petition for Commencement of Civil Rehabilitation Proceedings.

Date: July 10, 2017

A handwritten signature in black ink, appearing to read 'Tomohiro Okawa', is written over a horizontal line.

Tomohiro Okawa

Exhibit B

Commencement Orders

平成29年(再)第20号 再生手続開始申立事件

決 定

東京都港区赤坂二丁目12番31号
再生債務者 タカタ株式会社
代表者代表取締役 高田 重久

主 文

- 1 タカタ株式会社について再生手続を開始する。
- 2 (1) 再生債権の届出期間 平成29年8月25日まで
(2) 認否書の提出期限 平成29年10月30日
(3) 再生債権の一般調査期間
平成29年11月6日から平成29年11月13日まで
(4) 報告書等(民事再生法124条、125条)の提出期限
平成29年10月12日
(5) 再生計画案の提出期限 平成29年11月27日
- 3 再生債務者が会社分割(再生計画による場合を除く。)をするには、当裁判所の許可を得なければならない。

理 由

証拠によれば、再生債務者は、民事再生法21条1項に該当する事実が認められ、同法25条各号に該当する事実は認められない。

平成29年6月28日午後5時

東京地方裁判所民事第20部

裁判長裁判官 館 内 比 佐 志

裁判官 上 拂 大 作

裁判官 小 西 慶 一

これは正本である。

同日同庁

裁判所書記官 伊 與 喜克郎



2017 (sai) No. 20 Petition for Commencement of Rehabilitation Proceedings

Order

Rehabilitation Debtor: Takata Corporation
Representative Director: Shigehisa Takada
2-12-31 Akasaka, Minato-ku, Tokyo

Main Text

1. Rehabilitation proceedings for Takata Corporation shall commence.
2. (1) Period for filing proof of rehabilitation claim:
Until August 25, 2017
- (2) Deadline for submission of statement of approval or disapproval:
October 30, 2017
- (3) Ordinary period for investigation of rehabilitation claims:
From November 6, 2017 until November 13, 2017
- (4) Deadline for submission of reports, etc. (Articles 124 and 125 of the Civil Rehabilitation Act):
October 12, 2017
- (5) Deadline for submission of rehabilitation plan:
November 27, 2017
3. The rehabilitation debtor must obtain permission from the court in order to undertake a corporate split (excluding corporate split pursuant to the rehabilitation plan).

Reasons

According to the evidence, with respect to the rehabilitation debtor, facts falling under Article 21, Paragraph 1 of the Civil Rehabilitation Act are found, while facts falling under the items of Article 25 of the Civil Rehabilitation Act are not found.

June 28, 2017, 5:00 p.m.

The 20th Civil Division of the Tokyo District Court

Presiding Judge Hisashi Tateuchi

Judge Daisaku Ueharai

Judge Keiichi Konishi

This is the original copy.

Tokyo District Court

Court Clerk Yoshikatsuro Iyo

Certificate of Translation

I, Tomohiro Okawa, Attorney-at-Law, hereby certify that this is a true and accurate translation from Japanese to English of the Order to commence rehabilitation proceedings issued by the Tokyo District Court, Case No. Heisei 29 (2017) (Sai) 20, Case of Petition for Commencement of Civil Rehabilitation Proceedings.

Date: July 10, 2017

A handwritten signature in black ink, consisting of a large, stylized initial 'T' followed by a cursive 'O' and 'KAWA', written over a horizontal line.

Tomohiro Okawa

平成29年（再）第21号 再生手続開始申立事件

決 定

佐賀県多久市東多久町大字別府2195番地4

再生債務者 タカタ九州株式会社

代表者代表取締役 桂田 治夫

主 文

- 1 タカタ九州株式会社について再生手続を開始する。
- 2 (1) 再生債権の届出期間 平成29年8月25日まで
 (2) 認否書の提出期限 平成29年10月30日
 (3) 再生債権の一般調査期間
 平成29年11月6日から平成29年11月13日まで
 (4) 報告書等（民事再生法124条、125条）の提出期限
 平成29年10月12日
 (5) 再生計画案の提出期限 平成29年11月27日
- 3 再生債務者が会社分割（再生計画による場合を除く。）をするには、当裁判所の許可を得なければならない。

理 由

証拠によれば、再生債務者は、民事再生法21条1項に該当する事実が認められ、同法25条各号に該当する事実は認められない。

平成29年6月28日午後5時

東京地方裁判所民事第20部

裁判長裁判官 館 内 比 佐 志

裁判官 上 拂 大 作

裁判官 小 西 慶 一

これは正本である。

同日同庁

裁判所書記官 伊 與 喜克郎



2017 (sai) No. 21 Petition for Commencement of Rehabilitation Proceedings

Order

Rehabilitation Debtor: Takata Kyushu Corporation
Representative Director: Haruo Katsurada
2195-4 Oaza Befu, Higashitaku-machi, Taku-shi, Saga

Main Text

1. Rehabilitation proceedings for Takata Kyushu Corporation shall commence.
2. (1) Period for filing proof of rehabilitation claim:
Until August 25, 2017
- (2) Deadline for submission of statement of approval or disapproval:
October 30, 2017
- (3) Ordinary period for investigation of rehabilitation claims:
From November 6, 2017 until November 13, 2017
- (4) Deadline for submission of reports, etc. (Articles 124 and 125 of the Civil Rehabilitation Act):
October 12, 2017
- (5) Deadline for submission of rehabilitation plan:
November 27, 2017
3. The rehabilitation debtor must obtain permission from the court in order to undertake a corporate split (excluding corporate split pursuant to the rehabilitation plan).

Reasons

According to the evidence, with respect to the rehabilitation debtor, facts falling under Article 21, Paragraph 1 of the Civil Rehabilitation Act are found, while facts falling under the items of Article 25 of the Civil Rehabilitation Act are not found.

June 28, 2017, 5:00 p.m.

The 20th Civil Division of the Tokyo District Court

Presiding Judge Hisashi Tateuchi

Judge Daisaku Ueharai

Judge Keiichi Konishi

This is the original copy.

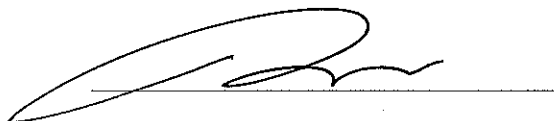
Tokyo District Court

Court Clerk Yoshikatsuro Iyo

Certificate of Translation

I, Tomohiro Okawa, Attorney-at-Law, hereby certify that this is a true and accurate translation from Japanese to English of the Order to commence rehabilitation proceedings issued by the Tokyo District Court, Case No. Heisei 29 (2017) (Sai) 21, Case of Petition for Commencement of Civil Rehabilitation Proceedings.

Date: July 10, 2017

A handwritten signature in black ink, consisting of a large, stylized initial 'T' followed by a series of loops and a horizontal line extending to the right.

Tomohiro Okawa

平成29年（再）第22号 再生手続開始申立事件

決 定

東京都港区赤坂二丁目12番31号
再生債務者 タカタサービス株式会社
代表者代表取締役 川崎 修

主 文

- 1 タカタサービス株式会社について再生手続を開始する。
- 2 (1) 再生債権の届出期間 平成29年8月25日まで
(2) 認否書の提出期限 平成29年10月30日
(3) 再生債権の一般調査期間
平成29年11月6日から平成29年11月13日まで
(4) 報告書等（民事再生法124条、125条）の提出期限
平成29年10月12日
(5) 再生計画案の提出期限 平成29年11月27日
- 3 再生債務者が会社分割（再生計画による場合を除く。）をするには、当裁判所の許可を得なければならない。

理 由

証拠によれば、再生債務者は、民事再生法21条1項に該当する事実が認められ、同法25条各号に該当する事実は認められない。

平成29年6月28日午後5時

東京地方裁判所民事第20部

裁判長裁判官 館 内 比 佐 志

裁判官 上 拂 大 作

裁判官 小 西 慶 一

これは正本である。

同日同庁

裁判所書記官 伊 與 喜克郎



2017 (sai) No. 22 Petition for Commencement of Rehabilitation Proceedings

Order

Rehabilitation Debtor: Takata Service Corporation
Representative Director: Osamu Kawasaki
2-12-31 Akasaka, Minato-ku. Tokyo

Main Text

1. Rehabilitation proceedings for Takata Service Corporation shall commence.
2. (1) Period for filing proof of rehabilitation claim:
Until August 25, 2017
- (2) Deadline for submission of statement of approval or disapproval:
October 30, 2017
- (3) Ordinary period for investigation of rehabilitation claims:
From November 6, 2017 until November 13, 2017
- (4) Deadline for submission of reports, etc. (Articles 124 and 125 of the Civil Rehabilitation Act):
October 12, 2017
- (5) Deadline for submission of rehabilitation plan:
November 27, 2017
3. The rehabilitation debtor must obtain permission from the court in order to undertake a corporate split (excluding corporate split pursuant to the rehabilitation plan).

Reasons

According to the evidence, with respect to the rehabilitation debtor, facts falling under Article 21, Paragraph 1 of the Civil Rehabilitation Act are found, while facts falling under the items of Article 25 of the Civil Rehabilitation Act are not found.

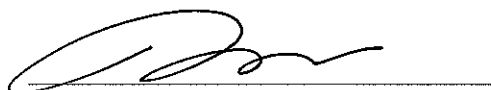
June 28, 2017, 5:00 p.m.
Tokyo District Court, Civil Division, No. 20
Presiding Judge Hisashi Tateuchi
Judge Daisaku Ueharai
Judge Keiichi Konishi

This is the original copy.
Tokyo District Court
Court Clerk Yoshikatsuro Iyo

Certificate of Translation

I, Tomohiro Okawa, Attorney-at-Law, hereby certify that this is a true and accurate translation from Japanese to English of the Order to commence rehabilitation proceedings issued by the Tokyo District Court, Case No. Heisei 29 (2017) (Sai) 22, Case of Petition for Commencement of Civil Rehabilitation Proceedings.

Date: July 10, 2017

A handwritten signature in black ink, appearing to be 'Tomohiro Okawa', is written over a horizontal line.

Tomohiro Okawa

Exhibit C

Press Release Regarding Takata Restructuring



June 26, 2017

News Release

TAKATA CORPORATION
TSE 7312

TAKATA CORPORATION AND KEY SAFETY SYSTEMS REACH AGREEMENT IN PRINCIPLE REGARDING SALE OF SUBSTANTIALLY ALL OF TAKATA'S ASSETS

TO IMPLEMENT SALE AND ADDRESS COSTS AND LIABILITIES RELATED TO AIRBAG INFLATOR RECALLS, TAKATA CORPORATION AND ITS JAPANESE SUBSIDIARIES COMMENCE PROCEEDINGS UNDER CIVIL REHABILITATION ACT IN JAPAN, AND TK HOLDINGS, INC. AND CERTAIN NORTH AMERICAN AFFILIATES AND SUBSIDIARIES FILE FOR CHAPTER 11 IN U.S.

Company Working with Customer Group Composed of 14 Automotive Vehicle Manufacturers to Provide Takata Corporation and TK Holdings with Substantial Accommodations and Liquidity Enhancements to Finance Restructuring

Global Operations and Customer Shipments Expected to Continue Without Interruption and Company Will Continue to Produce Replacement Kits for Recalled Vehicles

Proceeds from Sale Will Be Used to Meet Requirements of Plea Agreement with U.S. Department of Justice, to Satisfy Administrative Costs and Expenses of the Restructuring, and to Fund Unsecured Creditor Recoveries

Tokyo and Sterling Heights, MI – June 26, 2017 – Takata Corporation (“Takata,” “TKJP” or the “Company”), a leading global supplier of automotive safety systems such as seat belts, airbags and child seats, and Key Safety Systems (“KSS”), a global leader in mobility safety, headquartered in Sterling Heights, Michigan, USA, announced today that they have reached an agreement in principle to sponsor a restructuring plan for the sale of substantially all of Takata’s global assets and operations to KSS for an aggregate purchase price of approximately ¥175 billion (\$1.588 billion), subject to certain adjustments at closing.

Under the agreement, KSS will acquire substantially all of Takata’s assets, except for certain assets and operations that relate to the Company’s manufacturing and sale of phase-stabilized ammonium nitrate (PSAN) airbag inflators (collectively, the “PSAN Assets”). It is expected that Takata’s PSAN-related operations will be run by a reorganized Takata following the transaction closing and eventually will be wound down. Takata expects to continue to meet demand for airbag inflator replacements without interruption.

By combining substantially all of Takata with KSS, the transaction would form a leading global



safety-supply auto parts company with approximately 60,000 employees in 23 countries focused on serving customers and providing superior products and innovation in the rapidly evolving auto safety industry.

Jason Luo, President & CEO of KSS, said: “Takata has deep management talent, a dedicated work force and a long history of exceptional customer service. Although Takata has been impacted by the global airbag recall, the underlying strength of its skilled employee base, geographic reach, and exceptional steering wheels, seat belts and other safety products has not diminished. We look forward to finalizing definitive agreements with Takata in the coming weeks, completing the transaction and serving both our new and long-standing customers while investing in the next phase of growth for the new KSS.”

Shigehisa Takada, Chairman & CEO of Takata, said: “KSS is the ideal sponsor as we address the costs related to airbag inflator recalls, and an optimal partner to the Company’s customers, suppliers and employees. The combined business would be well positioned for long-term success in the global automotive industry. Throughout this process, our top priorities have been providing a steady supply of products to our valued customers, including replacement parts for recalls, and a stable home for our exceptional employees. This agreement would allow that to continue.”

The proposed structure for the potential transaction is intended to minimize supply chain disruption concerns for Takata’s OEM customers. The companies anticipate a quick and seamless integration, utilizing the combined strengths of their respective management teams to implement a smooth transition.

KSS will continue to support Takata’s customers, suppliers and employees and embrace and honor Takata’s Japanese heritage:

- KSS plans to retain substantially all of Takata’s employees across the world on comparable employment terms as currently provided.
- KSS has held in-depth discussions with Takata’s major OEM customers and has jointly developed a transaction structure and operating plan to facilitate ongoing supply of Takata parts. This should provide continuity of supply to Takata’s customers and confidence to Takata’s employees, suppliers and other key stakeholders.
- KSS plans to continue to support and utilize Takata’s presence in Japan, and does not intend to shut down any of Takata’s manufacturing facilities there. Furthermore, KSS intends to establish an Asia regional headquarters in Tokyo, which should create new jobs in Japan, and plans to retain Takata’s existing non-PSAN supplier contracts to maintain an



uninterrupted supply chain. KSS also intends to invest in many of Takata's other worldwide manufacturing facilities and technology and R&D centers.

KSS has substantially completed its due diligence, and Takata and KSS are working toward finalizing a definitive agreement in the coming weeks, with an expected transaction close in the first quarter of 2018.

Hideaki Sudo, Chairman of Takata's Steering Committee and Partner at Tokyo Fuji Law office, said, "Since February 2016, the Steering Committee has been working diligently, with assistance from our financial and legal advisors, to develop a path forward for Takata that resolves the recall costs and liabilities on a consensual basis in partnership with Takata's automotive customers. After a rigorous global process, the Committee has recommended KSS as the best sponsor candidate based on a variety of factors including strategic fit, valuation, and certainty of closing. We are pleased that Takata has accepted such recommendation. We appreciate the cooperation of the affected automotive manufacturers, who have worked closely with us to devise this restructuring plan, which we firmly believe is in the best interests of the Company and its stakeholders."

Civil Rehabilitation and Chapter 11 Proceedings

Excluding recall-related costs and liabilities, Takata has continued to produce healthy profits and cash flows from its existing businesses. Nevertheless, Takata has determined that it is in the best interests of the Company and its stakeholders to address the recall-related issues in conjunction with the proposed sale. Accordingly, with the expected support of a group of its OEM customers representing more than 80% of Takata's annual sales (the "Customer Group") and KSS as plan sponsor, TKJP and its Japanese subsidiaries have commenced proceedings under the Civil Rehabilitation Act in Japan in the Tokyo District Court (the "Tokyo Court"). In addition, TKJP's main U.S. subsidiary, TK Holdings, Inc. ("TKH"), and certain of its North America affiliates and subsidiaries, filed for Chapter 11 in the United States Bankruptcy Court for the District of Delaware (the "Delaware Court").

The Japanese OEMs have committed to provide Takata with valuable accommodations and liquidity enhancements during the Civil Rehabilitation and the Company is working with the Customer Group on an agreement to do so on a global basis. Takata intends to use the Civil Rehabilitation Act and Chapter 11 processes to continue to work with its Customer Group and KSS to finalize and execute restructuring support agreements (each an "RSA") that would include comprehensive terms of the restructuring. The RSAs will reflect the commitment of the Customer Group and KSS to the restructuring transactions to be effectuated pursuant to the Chapter 11 Plan of Reorganization (the "Plan") that would be subject to approval of the Delaware Court, as well as the business transfer to be implemented by the Tokyo Court. The transaction with KSS would also be subject to approval by the Tokyo Court and the Delaware Court, as well as a number of other conditions, including regulatory and other third-party approvals.



It is contemplated that upon the anticipated effective date of the Plan, Takata's global PSAN Assets will be transferred to TKH or one of its subsidiaries, as reorganized under the Plan ("RTK" or "Reorganized Takata"), and all of the PSAN Assets, including PSAN contracts, will be transferred to RTK. It is expected that RTK will emerge from the Chapter 11 process and operate independently from KSS under the supervision of a Plan administrator and oversight board. RTK will continue to manufacture PSAN airbag inflators for recalls and the ongoing production needs of Takata's customers.

It is expected that the proceedings under the Civil Rehabilitation Act in Japan and Chapter 11 process in the U.S. will be completed in the first quarter of 2018.

Proceeds of Sale to Be Used to Address PSAN Related Costs and Liabilities and Capitalize RTK

As contemplated and as expected to be detailed in the Plan, Takata intends to use the Civil Rehabilitation and Chapter 11 processes to address the costs and liabilities related to airbag inflator recalls, including to fund its remaining obligations under the terms of the plea agreement with the U.S. Department of Justice ("DOJ") that was announced on January 13, 2017 ("the DOJ Plea Agreement") and Consent Orders entered into by Takata with the National Highway Traffic Safety Administration ("NHTSA").

Pursuant to the DOJ Plea Agreement, Takata paid \$25 million as a fine to the DOJ and was required to fund two restitution funds: (1) a fund of \$125 million to meet liabilities to current or future personal injury claimants and (2) a fund of \$850 million to satisfy a portion of the claims of OEM customers who purchased airbags containing PSAN inflators. Each of the restitution funds will be administered by a special master in accordance with the DOJ Plea Agreement. The \$125 million fund for personal injury claimants was funded on March 29, 2017. Consistent with the DOJ Plea Agreement, the agreements in principle with the Customer Group and the proposed restructuring terms provide for the proceeds of the sale to KSS to be used to fund the \$850 million OEM restitution fund.

After setting aside sufficient funds to capitalize RTK following completion of the Chapter 11 process, any remaining sale proceeds after satisfaction of the foregoing obligations and the payment of other claims entitled to priority or payment in full would be used to fund recoveries to holders of general unsecured claims.

Mr. Takada said, "We believe taking these actions in Japan and the U.S. is the best way to address the ongoing costs and liabilities of the airbag inflator issues with certainty and in an organized manner while ensuring that Takata's operations worldwide continue in the ordinary course and without interruption. During the Civil Rehabilitation proceedings and Chapter 11 process and beyond, Takata remains fully committed to supporting all actions that advance vehicle safety. We deeply regret the circumstances that have led to this situation, but we are



grateful to have reached a resolution that will allow us to continue to promote the safety of the driving public.”

The commencement of Civil Rehabilitation proceedings in Japan and the Chapter 11 filing in the U.S. should have no effect on the ability of drivers to get replacements for recalled Takata airbag inflators free of charge. Vehicle owners in the U.S. should continue to visit <https://www.airbagrecall.com/> for more information on airbag inflator replacements.

Debtor-in-Possession (DIP) Financing and Customer Accommodations

TKJP has obtained a commitment for up to a ¥25 billion (U.S. \$227 million) revolving credit facility debtor-in-possession (“DIP”) financing to be provided by Sumitomo Mitsui Banking Corporation.

Additionally, the Japanese OEMs have committed to provide Takata with valuable accommodations and liquidity enhancements during the Civil Rehabilitation and the Company is working with the Customer Group on an agreement to do so on a global basis. Upon approval by the supervisor appointed by the Tokyo Court and approval by the Delaware Court, the DIP financing in Japan and the accommodations and additional liquidity support from the Customer Group in both Japan and the U.S., along with Takata’s cash flow from operations, are expected to provide Takata with sufficient liquidity to continue to operate its business and serve automotive customers globally in the ordinary course and without any significant disruptions.

Uninterrupted Global Operations

Shigehisa Takada, said “We are committed to ensuring that the restructuring process has as little impact as possible on our employees, customers and suppliers across the world, as well as on drivers whose safety is always our primary focus.”

The Company has requested Court approval in the U.S. to continue to pay its employees without interruption and in the same manner as before the filing and expects the request to be granted as part of the Court’s “first day” orders. Also, under the Civil Rehabilitation Act, the salaries of the Company’s employees will be statutorily protected. As a result, the Company’s salaried and hourly employees should continue to be paid on the normal schedule. Additionally, there are expected to be no changes to various employee benefit programs.

With the additional liquidity to be provided by the DIP financing in Japan and the accommodations and other liquidity enhancements to be provided globally by the Customer Group, the Company’s suppliers can be assured that Takata has the ability to pay its



post-petition obligations on a timely basis and intends to do so as required under the Civil Rehabilitation Act and the U.S. Bankruptcy Code, which grants priority status to goods and services received after the Civil Rehabilitation and Chapter 11 filing date.

Mr. Takada added, “I would like to thank all of our constituents for their continued support during this process. In particular, I and the rest of our management team recognize that the Company’s success is dependent upon our talented and dedicated employees, and we are grateful for their hard work and loyalty. We are taking these actions to ensure that Takata remains a stable and financially secure employer for thousands of workers in Japan, the U.S. and across the world.”

Information Resources

Additional information regarding TKJP’s restructuring is available at www.takata.com.

Additional information regarding TKH’s restructuring, including court filings and information about the claims process, is available at www.TKrestructuring.com, or by calling TKH’s claims agent, Prime Clerk, at 1-844-822-9229 (Toll free in U.S. and Canada) or 1-347-338-6502 (International).

Nagashima Ohno & Tsunematsu and Weil, Gotshal & Manges LLP are serving as legal counsel to Takata. PricewaterhouseCoopers is serving as financial advisor, and Lazard is serving as investment banker to Takata.

Skadden, Arps, Slate, Meagher & Flom LLP is serving as legal counsel, KPMG is serving as financial advisor, Jefferies LLC is acting as lead financial advisor while UBS Investment Bank also provides financial advice to KSS.

* * * * *

About Takata

Takata Corporation is a leading global innovator and supplier of automotive safety systems, including airbag systems, seat belts, steering wheels, electronics, sensors, and child restraint systems, and supplies all major automotive manufacturers in the world. Headquartered in Tokyo, Japan, it operates 56 plants in 20 countries with approximately 46,000 global employees worldwide.

About Key Safety Systems

Key Safety Systems (KSS) is a global leader in mobility safety through the system integration



and performance of safety-critical components to the automotive and non-automotive markets serving the active safety, passive safety and specialty product sectors. Through highly specialized design, development, and manufacturing, KSS' technology is featured in more than 300 vehicle models produced by over 60 well-diversified customers worldwide. Since commencing business as a United States start-up, serving Detroit automakers in 1916, KSS continues today with an entrepreneurial and pioneering spirit. KSS is headquartered in Sterling Heights, Michigan, with a global network of more than ~13,000 employees in 32 sales, engineering, and manufacturing facilities. The company has 5 main technical centers located in the key regions of the Americas, Europe and Asia. It is a wholly owned subsidiary of Ningbo Joyson Electronic Corp. (SHA: 600699) ("Joyson Electronics").

Forward-Looking Statements

This press release contains, and oral statements made from time to time by our representatives may contain, forward-looking statements that are based upon our current expectations and assumptions concerning future events, which are subject to a number of risks and uncertainties that could cause actual results to differ materially from those anticipated. The words "expect," "anticipate," "estimate," "forecast," "initiative," "objective," "plan," "goal," "project," "outlook," "priorities," "target," "intend," "evaluate," "pursue," "commence," "seek," "may," "would," "could," "should," "believe," "potential," "continue," or the negative of any of those words or similar expressions is intended to identify forward-looking statements. All statements contained in this press release, other than statements of historical fact, including, without limitation, statements about our operations, financial condition and liquidity, strategies, business initiatives, prospects, expectations regarding future events and our financial performance and the development of the industry in which we operate, are forward-looking statements that involve certain risks and uncertainties. While these statements represent Takata's current judgment on what the future may hold, and Takata believes these judgments are based upon reasonable assumptions, these statements are not guarantees of any events or financial results, and the Company's actual results may differ materially.

You should not place undue reliance on the forward-looking statements contained in this press release. These forward-looking statements speak only as of the date on which the statements were made. Takata undertakes no obligation to update publicly or otherwise revise any forward-looking statements, except where expressly required by law.

*** ENDS***

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Exhibit D

Notice of Petition for Commencement of Japanese Proceedings



June 26, 2017

News Release

TAKATA CORPORATION
TSE 7312

**Notice on Petition
for Commencement of Civil Rehabilitation Proceeding, etc.**

Takata Corporation (including its group companies where the content so requires “Takata”) hereby announces that, at the meeting of its board of directors held on June 26, 2017, it resolved to file a petition for the commencement of civil rehabilitation proceeding, and filed the same with the Tokyo District Court. The petition was heard on the same date, and the Court immediately issued a temporary restraining order, under which repayments are prohibited, and a supervision order. The Court also appointed Mr. Katsuyuki Miyakawa, Attorney-at-Law, as the Supervisor.

Takata’s consolidated subsidiaries, Takata Kyushu Corporation (“Takata Kyushu”) and Takata Service Corporation (“Takata Service”), simultaneously filed petitions for the commencement of civil rehabilitation proceedings, and Takata’s 12 overseas subsidiaries (including TK Holdings Inc., which is Takata’s U.S. subsidiary (“TKH”)) resolved to file petitions for the commencement of proceedings under Chapter 11 of the U.S. Bankruptcy Code (“Chapter 11”) on June 25, 2017 (East U.S. time) and, on the same day, filed the petitions with the U.S. Bankruptcy Court of Delaware.

As a result, there is a possibility that Takata’s claims against Takata Kyushu, Takata Services and TKH and each of Takata’s subsidiaries’ claims against Takata may not be collected.

Takata sincerely regrets any inconvenience caused by this petition for the creditors as well as the related parties who have been supporting and cooperating with Takata.

Takata is planning to rebuild its business with the support of Key Safety Systems (“KSS”), recommended by the Steering Committee as the sponsor, and will continue discussions with KSS regarding its support. Going forward, under the supervision of the Tokyo District Court and Mr. Miyakawa, Attorney-at-Law, the Supervisor appointed by the Court, Takata will make its best efforts to rebuild its business.

1. Background of, and Reasons for, Petition

The former Takata Corporation (“Former Takata”), a predecessor of Takata, was established as Takata Kojo Corporation in November 1956 in Hikone-shi, Shiga Prefecture.



Thereafter, its trade name was changed to Takata Corporation, and it commenced the manufacture and sale of airbags in the 1980s. The Former Takata built production and sales bases around the world and developed the market, and resultantly, its airbags gained a large share of the world market. The present Takata Corporation is a company established in January 30, 2004 as Takata Business Planning Corporation, which succeeded to the Former Takata's business related to automotive safety components (such as seat belts and airbags) through a company split on April 1, 2004 and, its name was changed to Takata Corporation on the same date. Takata, as Takata group including its subsidiaries and affiliates, has endeavored to develop the market of automotive safety components, steadily increased its sales, and has become one of the world's leading manufacturers of automotive safety components. In November 2006, Takata's stock was listed on the first section of the Tokyo Stock Exchange.

However, from around 2007 onward, malfunctions related to inflators (i.e., parts that inflate airbags by generating inflating gas) in airbags Takata had manufactured started to be detected in cases such as where an inflator ruptured and a death accident was caused by metal fragments from the ruptured inflator. Therefore, in and after November 2008, automakers repeatedly implemented recalls of their models of vehicles equipped with airbags manufactured by Takata group in order to investigate the existence and cause of the malfunctions, and they gradually expanded the scope of vehicles for recall. Although Takata Corporation itself is not manufacturing inflators, since Takata is manufacturing airbags with inflators purchased from TKH, Takata's U.S. subsidiary, and selling the airbags to Japanese automakers, the models of vehicles equipped with airbags that Takata manufactured are also being recalled.

Takata group may become responsible for a certain proportion of the recall expenses that each automaker is required to pay, and if Takata becomes responsible, Takata may be required to incur significant amount of debt, which could cause a credit crunch and a deterioration in its cash flow. Furthermore, TKH agreed to the Consent Order with the National Highway Traffic Safety Administration (NHTSA) in November 2015 regarding the series of recalls relating to airbag products, whereby TKH assumed the obligation to pay a civil penalty of 70 million US dollars. In addition, Takata agreed to enter into a plea agreement with the U.S. Department of Justice ("DOJ") concerning the issues related to the integrity of Takata's reporting to automakers on the inflator performance verification tests, and a 25 million US dollar (equivalent to approximately 2.9 billion yen) fine was imposed on Takata under such plea agreement. In addition, Takata assumed an obligation to contribute 125 million US dollars to the restitution fund to compensate for damages to the victims of malfunctioning inflators manufactured by Takata group, and assumed an obligation to contribute 850 million US dollars (equivalent to approximately 97.8 billion yen) to compensate for the damage that each automaker incurred. Furthermore, in connection



with the aforementioned malfunctioning airbags that Takata manufactured, many lawsuits claiming remedies such as compensation for damages have been filed against Takata, and depending on the outcome of these lawsuits, Takata may assume additional obligations.

In order to respond to the financial and operational issues concerning the above airbag inflator, Takata established a Steering Committee in February 2016 for the purpose of formulating a comprehensive restructuring plan for Takata. Based on the view that seeking an out-of-court restructuring would contribute to the stable supply of Takata's products, the said Committee exchanged views on broad subjects with the stakeholders, including major creditors, and engaged in activities toward formulating a restructuring plan, including sponsor selection process, while adjusting various interests. During the course of the sponsor selection process, the Steering Committee retained a financial adviser and contacted business companies and funds globally. As a result, considering, among others, the amount of financial support and stability of the proceeding, the Steering Committee recommended KSS as the potential sponsor for Takata.

However, despite multiple discussions with stakeholders, including major creditors, and potential sponsors, Takata was unable to reach an agreement for an out-of-court restructuring plan and, therefore, if Takata was to leave the circumstance as they are and continue the business by itself, Takata would face a cash shortage soon. Moreover, if this cash shortage were to materialize, the stable supply of Takata's products would be threatened, its corporate value would significantly fall, and there would be no way to be supported by any sponsorship or aim to rebuild its business by cooperating with various automakers and financial institutions, etc., and the people concerned, such as the creditors, would be further inconvenienced. Under such background, today, Takata was advised by the Steering Committee that it was reasonable for Takata to adopt, as its restructuring scheme, civil rehabilitation proceedings in Japan and Chapter 11 proceedings in the U.S. Therefore, in consideration of the above advice from the Steering Committee, Takata resolved to file petitions for the commencement of civil rehabilitation proceedings and entered into an agreement in principle with KSS regarding sale of substantially all of its assets, with the aim of rebuilding its business under the civil rehabilitation proceedings through accommodation from major automotive makers and DIP financing from financial institutions.

Both Takata Kyushu and Takata Services are wholly-owned subsidiaries of Takata. While they collect substantial amount of accounts due from Takata every month in connection with their business, payments will cease as a result of Takata's filing of the petition for the commencement of civil rehabilitation proceeding. If they continue their business as it stands, their cash shortage will be inevitable. Therefore, it was decided to file petitions for the commencement of civil rehabilitation proceedings for Takata Kyushu and Takata Service as well, with the aim of rebuilding their businesses under the civil



rehabilitation proceedings.

In addition, 12 overseas subsidiaries, including TKH, also incurred a large amount of indemnification and/or damages claim and credit deterioration due to the occurrence, etc. of death accidents caused by malfunctions related to the inflators above. Under such circumstances, it was decided that such 12 overseas subsidiaries, including TKH, would also pursue business reorganization through the Chapter 11 proceedings by receiving the assistance of KSS.

Please refer to the "TAKATA CORPORATION AND KEY SAFETY SYSTEMS REACH AGREEMENT IN PRINCIPLE REGARDING SALE OF SUBSTANTIALLY ALL OF TAKATA'S ASSETS" dated today with respect to the details of the agreement in principle with KSS.

2. Aggregate Amounts of Indebtedness (as of March 31, 2017)

Takata Corporation:	Approximately 182,633 million yen
Takata Kyushu K.K.:	Approximately 5,507 million yen
Takata Service Corporation:	Approximately 194 million yen
TK Holdings Inc.:	Approximately 1,642,589,908 US dollars
Takata Americas:	Approximately 0 US dollars
TK Finance, LLC:	Approximately 14,516 US dollars
TK China, LLC:	Approximately 3,508,034 US dollars
Takata Protection Systems Inc.:	Approximately 67,267 US dollars
Interiors in Flight Inc.:	Approximately 2,954,190 US dollars
TK Mexico Inc.:	Approximately 918,064 US dollars
TK Mexico LLC:	Approximately 29,970 US dollars
TK Holdings de Mexico S. de R.L. de C.V.:	Approximately 28,725,708 US dollars
Industrias Irvin de Mexico, S.A. de C.V.:	Approximately 678,059 US dollars
Takata de Mexico, S.A. de C.V.:	Approximately 18,490,657 US dollars
Strosshe-Mex, S. de R.L. de C.V.:	Approximately 41,636,954 US dollars

(In the future, the foregoing aggregate amounts of indebtedness are likely to increase during rehabilitation proceedings.)

3. Valuations of Subsidiaries Stock

The book values of the shares of Takata Kyushu and Takata Service held by Takata are 70 million yen and 40 million yen, respectively, as of March 31, 2017. In addition, the book values of the shares of TKH and Takata Americas held by Takata are 1 yen and 15,896,811,600 yen, respectively, as of March 31, 2017. Takata holds the shares of the other overseas affiliates indirectly through TKH or Takata Americas.



4. Claim Uncollectibility

(1) Takata

As a result of the filings by Takata Kyushu, Takata Services and TKH of the petitions for the commencement of civil rehabilitation proceedings and rehabilitation proceedings under Chapter 11, there is now a possibility that Takata's claims below against these subsidiaries may not be collected. The types and amounts of Takata's claims against these subsidiaries are as follows:

(i) Takata Kyushu

(As of March 31, 2017)

<u>Type of claim</u>	<u>Amount</u>	<u>Ratio against consolidated net assets*</u>
Accounts due	3,867 million yen	11.66%
Accounts receivables	0.047 million yen	0.00%
Total	3,867 million yen	11.66%

* Since such claims are between the group companies, they are considered to have no effect on consolidated net assets.

(ii) Takata Services

(As of March 31, 2017)

<u>Type of claim</u>	<u>Amount</u>	<u>Ratio against consolidated net assets*</u>
Accounts due	13 million yen	0.03%
Accounts receivables	25 million yen	0.07%
Total	38 million yen	0.11%

* Since such claims are between the group companies, they are considered to have no effect on consolidated net assets.

(iii) TKH

(As of March 31, 2017)

<u>Type of claim</u>	<u>Amount</u>	<u>Ratio against consolidated net assets*</u>
Accounts due	42,082 million yen	126.97%
Short-term loans	8,975 million yen	27.08%
Accounts receivables	3,969 million yen	11.97%
Total	55,027 million yen	166.03%

* Since such claims are between the group companies, they are considered to have no effect on



consolidated net assets.

(2) Takata's subsidiaries

As a result of the filing by Takata of the petition for the commencement of civil rehabilitation proceeding, there is now a possibility that the following claims of its subsidiaries against Takata may not be collected. The types and amounts of subsidiaries' claims against Takata are as follows:

Types and amounts of claims against Takata

(As of March 31, 2017)

<u>Type of claim</u>	<u>Amount</u>	<u>Ratio against consolidated net assets (Note)</u>
Loan receivables	12,874 million yen	38.84%
Accrued Interest	2 million yen	0.00%
Accounts receivables	11,077 million yen	33.42%
Accounts due	3,652 million yen	11.02%
Total	27,607 million yen	83.30%

* Since such claims are between the group companies, they are considered to have no effect on consolidated net assets.

5. Future Outlook

Under the supervision of the Tokyo District Court and Mr. Katsuyuki Miyakawa, Attorney-at Law, who was appointed by the Tokyo District Court as the Supervisor, or under the U.S. Bankruptcy Court of Delaware, Takata will conduct, among others, the sale of substantially all of Takata's assets to KSS or its affiliates and, together with its subsidiaries that simultaneously filed petitions, will devote all its effort to restructure its businesses with the support from KSS.

6. Application for Examination of the Restructuring Plan, Etc., Provided in the Securities Listing Rule of the Tokyo Stock Exchange

Takata does not intend to file an application for the examination of the restructuring plan, etc., provided in Article 605, Paragraph 1 of the Securities Listing Regulation of the Tokyo Stock Exchange. Accordingly, the shares of Takata have been designated as "shares to be delisted" by the Tokyo Stock Exchange as of today, and in accordance with the rules of the Tokyo Stock Exchange, the shares will be officially delisted after a set period of time.

*** END***



(Reference)

【Takata Corporation】

1. Outline of Petition

(1) Date of Petition	June 26, 2017
(2) Competent Court	The Tokyo District Court
(3) Name of Case	Heisei 29 (Sai) No. 20
(4) Filing Counsels for Petitioner	<p>Nagashima Ohno & Tsunematsu JP Tower, 2-7-2 Marunouchi, Chiyoda-ku, Tokyo 100-7036, Japan (Place of service)</p> <p>Nobuaki Kobayashi, Attorney-at-Law Yosuke Kanegae, Attorney-at-Law Akihisa Shiozaki, Attorney-at-Law Takashi Suzuki, Attorney-at-Law Tomohiro Okawa, Attorney-at-Law Aoyagi Toru, Attorney-at-Law Ryuhei Itaya, Attorney-at-Law Hiroki Takano, Attorney-at-Law Yuto Tanaka, Attorney-at-Law Hiromu Yagi, Attorney-at-Law</p> <p>Tokyo Fuji Law Office KDX Kojimachi Building 4F, 3-3 Kojimachi, Chiyoda-ku, Tokyo 102-0083, Japan Hideaki Sudo, Attorney-at-Law Manabu Adachi, Attorney-at-Law</p> <p>Tokiwa-Law Office KDDI Otemachi Bldg. 19F, 1-8-1 Otemachi, Chiyoda-ku, Tokyo 100-0004, Japan, Katsumi Aya, Attorney-at-Law Masato Asanuma, Attorney-at-Law</p> <p>Baker & McKenzie Ark Hills Sengokuyama Mori Tower 28F, 1-9-10 Roppongi, Minato-ku, Tokyo 106-0032, Japan Hiroshi Kasuya, Attorney-at-Law Junya Suzuki, Attorney-at-Law</p>



2. Current Status of Company

(1) Trade Name	Takata Corporation	
(2) Location	2-12-31 Akasaka, Minato-ku, Tokyo	
(3) Executives	Representative Director	Shigehisa Takada
	Director	Tsutomu Yoshida
	Director	Yoichiro Nomura
	Director	Hiroshi Shimizu
	Director	Motoo Yougai
	Director	Hiroshi Nishioka
	Corporate Auditor	Mitsugu Hamamura
	Corporate Auditor	Kazuo Morita
	Corporate Auditor (External)	Hironobu Yasuda
	Corporate Auditor (External)	Masanori Sato
(4) Main Business	Manufacture and sale of seat belts, airbags and steering wheels	
(5) Stated Capital	41,862,008,250 yen	
(6) Date of Establishment	January 30, 2004	
(7) Major Shareholders and their Stock Ownership Ratio (as of March 31, 2017)	Name or trade name	Percentage of shares held by a shareholder to the total issued and outstanding shares of the Company (%)
	TKJ Co., Ltd	52.1
	Shigehisa Takada	2.9
	Akiko Takada	2.1
	Sumitomo Mitsui Banking Corporation	1.6
	ST K.K.	1.5
	Honda Motor Co., Ltd.	1.2
	Kazuhiko Takada	1.0
	Setsuko Miyazawa	0.9
	Japan Trustee Services Bank, Ltd. (trust account 5)	0.8
	The Bank of Tokyo-Mitsubishi UFJ, Ltd.	0.8



	The Norinchukin Bank	0.8	
	Sumitomo Mitsui Trust Bank, Limited	0.8	
(8) Total Number of Shareholders	25,113 (as of March 31, 2017)		
(9) Status of Shares	(Type of stock issued and number of issued shares of stock) Common stock 83,161,700 shares		
(10) Number of Employees	45,792 (consolidated) As of March 31, 2017		
(11) Labor Union	UA ZENSEN Takata Workers Union		
(12) Aggregate Amount of Indebtedness	Approximately 182,633 million yen (as of March 31, 2017)		
(13) Operating Results and Financial Status of the Last Three (3) Fiscal Years (consolidated)			
Accounting Period	Fiscal year ended March 31, 2015	Fiscal year ended March 31, 2016	Fiscal year ended March 31, 2017
Net Assets (millions of yen)	148,766	124,586	33,142
Total Assets (millions of yen)	475,435	443,036	430,954
Net Assets per share (yen)	1,770.34	1,464.67	363.74
Net Sales (millions of yen)	642,810	718,003	662,533
Operating Profit or Loss (millions of yen)	32,958	42,133	38,958
Ordinary Profit or Loss (millions of yen)	40,657	35,206	42,999
Net income or Loss (millions of yen)	△29,558	△13,075	△79,588
Net Income or Loss per Share (yen)	△355.43	△157.24	△957.04
Dividend per Share (yen)	0.00	0.00	0.00



【Takata Kyushu Corporation】

1. Outline of Petition

(1) Date of Petition	June 26, 2017
(2) Competent Court	The Tokyo District Court
(3) Name of Case	Heisei 29 (Sai) No. 21
(4) Filing Counsels for Petitioner	<p>Nagashima Ohno & Tsunematsu Tokyo Office JP Tower, 2-7-2 Marunouchi, Chiyoda-ku, Tokyo 100-7036, Japan (Place of service)</p> <p>Nobuaki Kobayashi, Attorney-at-Law Yosuke Kanegae, Attorney-at-Law Akihisa Shiozaki, Attorney-at-Law Takashi Suzuki, Attorney-at-Law Tomohiro Okawa, Attorney-at-Law Aoyagi Toru, Attorney-at-Law Ryuhei Itaya, Attorney-at-Law Hiroki Takano, Attorney-at-Law Yuto Tanaka, Attorney-at-Law Hiromu Yagi, Attorney-at-Law</p> <p>Tokyo Fuji Law Office KDX Kojimachi Building 4F, 3-3 Kojimachi, Chiyoda-ku, Tokyo 102-0083, Japan</p> <p>Hideaki Sudo, Attorney-at-Law Manabu Adachi, Attorney-at-Law</p> <p>Tokiwa-Law Office KDDI Otemachi Bldg. 19F, 1-8-1 Otemachi, Chiyoda-ku, Tokyo 100-0004, Japan,</p> <p>Katsumi Aya, Attorney-at-Law Masato Asanuma, Attorney-at-Law</p> <p>Baker & McKenzie Ark Hills Sengokuyama Mori Tower 28F, 1-9-10 Roppongi, Minato-ku, Tokyo 106-0032, Japan</p> <p>Hiroshi Kasuya, Attorney-at-Law Junya Suzuki, Attorney-at-Law</p>

2. Current Status of Company



(1) Trade Name	Takata Kyushu Corporation		
(2) Location	2195-4, Beppu, Higasitaku-machi, Taku, Saga		
(3) Representative	Representative Director, Haruo Katsurada		
(4) Main Business	Manufacture of seat belts and air bags		
(5) Stated Capital	70,000,000 yen		
(6) Date of Establishment	May 20, 1991		
(7) Major shareholders and their stock ownership ratio (as of March 31, 2017)	Name	Percentage of shares held by a shareholder to the total issued and outstanding shares of the Company (%)	
	Takata Corporation	100	
(8) Relationship with Takata Corporation	Capital relationship	Takata Corporation owns all of the issued shares of Takata Kyushu Corporation.	
	Personal relationship	The Director, Wataru Yamamoto and the Director, Makoto Ueno are employees of Takata Corporation.	
	Business relationship	Takata Kyushu Corporation manufactures seat belts and airbags of Takata Corporation.	
	Conditions applicable to the related party	Takata Kyushu Corporation is the consolidated subsidiary of Takata Corporation.	
(9) Operating Results and Financial Status of the Last Three (3) Years (nonconsolidated)			
Accounting Period	Fiscal year ended March 31, 2015	Fiscal year ended March 31, 2016	Fiscal year ended March 31, 2017
Net Assets (millions of yen)	4,842	5,098	5,617
Total Assets (millions of yen)	8,570	9,882	11,125
Net Sales (millions of yen)	35,556	39,238	46,914
Operating Profit or Loss	282	715	1,388



(millions of yen)			
Ordinary Profit or Loss (millions of yen)	302	730	1,440
Net income or Loss (millions of yen)	196	466	938
Net income or Loss per share (yen)	140,270.09	333,176.55	670,507.07



【Takata Service Corporation】

1. Outline of Petition

(1) Date of Petition	June 26, 2017
(2) Competent Court	The Tokyo District Court
(3) Name of Case	Heisei 29 (Sai) No. 22
(4) Filing Counsels for Petitioner	<p>Nagashima Ohno & Tsunematsu Tokyo Office JP Tower, 2-7-2 Marunouchi, Chiyoda-ku, Tokyo 100-7036, Japan (Place of service)</p> <p>Nobuaki Kobayashi, Attorney-at-Law Yosuke Kanegae, Attorney-at-Law Akihisa Shiozaki, Attorney-at-Law Takashi Suzuki, Attorney-at-Law Tomohiro Okawa, Attorney-at-Law Aoyagi Toru, Attorney-at-Law Ryuhei Itaya, Attorney-at-Law Hiroki Takano, Attorney-at-Law Yuto Tanaka, Attorney-at-Law Hiromu Yagi, Attorney-at-Law</p> <p>Tokyo Fuji Law Office KDX Kojimachi Building 4F, 3-3 Kojimachi, Chiyoda-ku, Tokyo 102-0083, Japan</p> <p>Hideaki Sudo, Attorney-at-Law Manabu Adachi, Attorney-at-Law</p> <p>Tokiwa-Law Office KDDI Otemachi Bldg. 19F, 1-8-1 Otemachi, Chiyoda-ku, Tokyo 100-0004, Japan,</p> <p>Katsumi Aya, Attorney-at-Law Masato Asanuma, Attorney-at-Law</p> <p>Baker & McKenzie Ark Hills Sengokuyama Mori Tower 28F, 1-9-10 Roppongi, Minato-ku, Tokyo 106-0032, Japan</p> <p>Hiroshi Kasuya, Attorney-at-Law Junya Suzuki, Attorney-at-Law</p>

2. Current Status of Company



(1) Trade Name	Takata Service Corporation		
(2) Location	2-12-31 Akasaka, Minato-ku, Tokyo		
(3) Representative	Representative Director, Osamu Kawasaki		
(4) Main Business	Manufacture and sale of seat belts and air bags component		
(5) Stated Capital	30,000,000 yen		
(6) Date of Establishment	December 5, 1979		
(7) Major shareholders and their stock ownership ratio (as of March 31, 2017)	Name	Percentage of shares held by a shareholder to the total issued and outstanding shares of the Company (%)	
	Takata Corporation	100	
(8) Relationship with Takata Corporation	Capital relationship	Takata Corporation owns all of the issued shares of Takata Service Corporation.	
	Personal relationship	The Director, Osamu Kawasaki, the Director, Satoshi Kiyota, and the Director, Wataru Yamamoto are employees of Takata Corporation.	
	Business relationship	After Takata Corporation had ceased mass production of airbag and seat belt products, Takata Corporation transferred production and sales of the relevant products to Takata Service Corporation.	
	Conditions applicable to the related party	Takata Service Corporation is the consolidated subsidiary of Takata Corporation.	
(9) Operating Results and Financial Status of the Last Three (3) Years (nonconsolidated)			
Accounting Period	Fiscal year ended March 31, 2015	Fiscal year ended March 31, 2016	Fiscal year ended March 31, 2017
Net Assets (millions of yen)	939	713	779



Total Assets (millions of yen)	1,159	922	973
Net Sales(millions of yen)	915	1,098	1,048
Operating Profit or Loss (millions of yen)	335	484	465
Ordinary Profit or Loss (millions of yen)	336	485	466
Net income or Loss (millions of yen)	210	314	305
Net income or Loss per share (yen)	3,514.19	5,244.29	5,089.04



【Current Status of TKH and other 11 Overseas Subsidiaries】

(1) Trade Name	TK Holdings Inc.		
(2) Location	2500 Takata Drive, Auburn Hills, MI 48326		
(3) Representative	Secretary, Ken Bowling		
(4) Main Business	Automotive Safety System Supplier		
(5) Stated Capital	569,717,175 (US dollar)		
(6) Date of Establishment	November 13, 1989		
(7) Major shareholders and their stock ownership ratio	Name	Percentage of shares held by a shareholder to the total issued and outstanding shares of the Company (%)	
	Takata Americas	99.6	
	Takata Corporation	0.4	
(8) Relationship with Takata Corporation	Capital relationship	Takata Corporation owns all of the issued shares of TK Holdings Inc. (including indirect ownership).	
	Personal relationship	Some of Takata Corporation's employees are seconded to TK Holdings Inc.	
	Business relationship	TK Holdings Inc. manufactures airbag inflators of Takata Corporation.	
	Conditions applicable to the related party	TK Holdings Inc. is the consolidated subsidiary of Takata Corporation.	
(9) Operating Results and Financial Status of the Last Three (3) Years (nonconsolidated)			
Accounting Period	Fiscal year ended March 31, 2015	Fiscal year ended March 31, 2016	Fiscal year ended March 31, 2017
Net Assets ((US dollar))	25,796,843	△263,461,115	△570,538,045
Total Assets (US dollar)	957,735,827	1,016,852,491	1,072,051,863
Net Sales (US dollar)	1,752,450,977	1,969,739,757	1,999,083,367



Operating Profit or Loss (US dollar)	178,204	100,478,326	23,341,281
Ordinary Profit or Loss (US dollar)	43,517,517	83,329,241	124,954,318
Net income or Loss (US dollar)	△433,565,909	△243,391,336	△374,458,368



(1) Trade Name	Takata Americas	
(2) Location	2500 Takata Drive, Auburn Hills, MI 48326	
(3) Representative	Secretary, Ken Bowling	
(4) Main Business	Holding company	
(5) Stated Capital	456,331,510 (US dollar)	
(6) Date of Establishment	March 12, 2003	
(7) Major shareholders and their stock ownership ratio	Name	Percentage of shares held by a shareholder to the total issued and outstanding shares of the Company (%)
	Takata International Finance B.V.	68.3
	Takata Corporation	19.2
	European Automotive Systems Limited	12.5
(8) Relationship with Takata Corporation	Capital relationship	Takata Corporation owns all of the issued shares of Takata Americas (including indirect ownership).
	Personal relationship	N/A
	Business relationship	N/A
	Conditions applicable to the related party	Takata Americas is the consolidated subsidiary of Takata Corporation.



(1) Trade Name	TK Finance, LLC	
(2) Location	2500 Takata Drive, Auburn Hills, MI 48326	
(3) Representative	Secretary, Ken Bowling	
(4) Main Business	Holding company	
(5) Stated Capital	28,934,270 (US dollar)	
(6) Date of Establishment	May 9, 2003	
(7) Major shareholders and their stock ownership ratio	Name	Percentage of shares held by a shareholder to the total issued and outstanding shares of the Company (%)
	Takata Americas	100
(8) Relationship with Takata Corporation	Capital relationship	Takata Corporation owns all of the issued shares of TK Finance, LLC (including indirect ownership).
	Personal relationship	N/A
	Business relationship	N/A
	Conditions applicable to the related party	TK Finance, LLC is the consolidated subsidiary of Takata Corporation.



(1) Trade Name	TK China, LLC	
(2) Location	2500 Takata Drive, Auburn Hills, MI 48326	
(3) Representative	Secretary, Ken Bowling	
(4) Main Business	Holding company	
(5) Stated Capital	36,734,270 (US dollar)	
(6) Date of Establishment	May 9, 2003	
(7) Major shareholders and their stock ownership ratio	Name	Percentage of shares held by a shareholder to the total issued and outstanding shares of the Company (%)
	TK Finance, LLC	100
(8) Relationship with Takata Corporation	Capital relationship	Takata Corporation owns all of the issued shares of TK China, LLC (including indirect ownership).
	Personal relationship	N/A
	Business relationship	N/A
	Conditions applicable to the related party	TK China, LLC is the consolidated subsidiary of Takata Corporation.



(1) Trade Name	Takata Protection Systems Inc.	
(2) Location	2500 Takata Drive, Auburn Hills, MI 48326	
(3) Representative	Secretary, Ken Bowling	
(4) Main Business	Automotive safety system supplier	
(5) Stated Capital	9,110,270 (US dollar)	
(6) Date of Establishment	November 8, 1993	
(7) Major shareholders and their stock ownership ratio	Name	Percentage of shares held by a shareholder to the total issued and outstanding shares of the Company (%)
	TKH	100
(8) Relationship with Takata Corporation	Capital relationship	Takata Corporation owns all of the issued shares of Takata Protection Systems Inc. (including indirect ownership).
	Personal relationship	N/A
	Business relationship	N/A
	Conditions applicable to the related party	Takata Protection Systems Inc. is the consolidated subsidiary of Takata Corporation.



(1) Trade Name	Interiors in Flight Inc.	
(2) Location	2500 Takata Drive, Auburn Hills, MI 48326	
(3) Representative	Secretary, Ken Bowling	
(4) Main Business	Manufacturer of aircraft interiors	
(5) Stated Capital	2,600,000 (US dollar)	
(6) Date of Establishment	July 19, 2013	
(7) Major shareholders and their stock ownership ratio	Name	Percentage of shares held by a shareholder to the total issued and outstanding shares of the Company (%)
	Takata Protection Systems Inc.	100
(8) Relationship with Takata Corporation	Capital relationship	Takata Corporation owns all of the issued shares of Interiors in Flight Inc (including indirect ownership).
	Personal relationship	N/A
	Business relationship	N/A
	Conditions applicable to the related party	Interiors in Flight Inc. is the consolidated subsidiary of Takata Corporation.



(1) Trade Name	TK Mexico Inc.	
(2) Location	2500 Takata Drive, Auburn Hills, MI 48326	
(3) Representative	Secretary, Ken Bowling	
(4) Main Business	Holding company	
(5) Stated Capital	73,500,010 (US dollar)	
(6) Date of Establishment	August 6, 2004	
(7) Major shareholders and their stock ownership ratio	Name	Percentage of shares held by a shareholder to the total issued and outstanding shares of the Company (%)
	TKH	100
(8) Relationship with Takata Corporation	Capital relationship	Takata Corporation owns all of the issued shares of TK Mexico Inc. (including indirect ownership).
	Personal relationship	N/A
	Business relationship	N/A
	Conditions applicable to the related party	TK Mexico Inc. is the consolidated subsidiary of Takata Corporation.



(1) Trade Name	TK Mexico LLC	
(2) Location	2500 Takata Drive, Auburn Hills, MI 48326	
(3) Representative	Secretary, Ken Bowling	
(4) Main Business	Holding company	
(5) Stated Capital	236,261 (US dollar)	
(6) Date of Establishment	August 6, 2004	
(7) Major shareholders and their stock ownership ratio	Name	Percentage of shares held by a shareholder to the total issued and outstanding shares of the Company (%)
	TK Mexico Inc.	100
(8) Relationship with Takata Corporation	Capital relationship	Takata Corporation owns all of the issued shares of TK Mexico LLC (including indirect ownership).
	Personal relationship	N/A
	Business relationship	N/A
	Conditions applicable to the related party	TK Mexico LLC. is the consolidated subsidiary of Takata Corporation.



(1) Trade Name	TK Holdings de Mexico S. de R.L. de C.V.	
(2) Location	Carretera Santa Rosa Km 3.5 Interior A, Apodaca, Nuevo León 66600	
(3) Representative	Manager, Manuel Gomez	
(4) Main Business	Holding Company	
(5) Stated Capital	949,231,060 (US dollar)	
(6) Date of Establishment	February 6, 2004	
(7) Major shareholders and their stock ownership ratio	Name	Percentage of shares held by a shareholder to the total issued and outstanding shares of the Company (%)
	TK Mexico Inc.	99.9
	TK Mexico LLC	0.1
(8) Relationship with Takata Corporation	Capital relationship	Takata Corporation owns all of the issued shares of TK Holdings de Mexico S. de R.L. de C.V. (including indirect ownership).
	Personal relationship	N/A
	Business relationship	N/A
	Conditions applicable to the related party	TK Holdings de Mexico S. de R.L. de C.V. is the consolidated subsidiary of Takata Corporation.



(1) Trade Name	Industrias Irvin de Mexico, S.A. de C.V.	
(2) Location	Carretera Presa la Amistad Km 7 Parque Industrial, Ciudad Acuña, Coahuila 26220	
(3) Representative	Treasurer, Carlos Alberto Valdez Andrade	
(4) Main Business	Automotive safety system supplier	
(5) Stated Capital	116,011,203 (US dollar)	
(6) Date of Establishment	October 9, 1985	
(7) Major shareholders and their stock ownership ratio	Name	Percentage of shares held by a shareholder to the total issued and outstanding shares of the Company (%)
	TK Holdings de Mexico, S. de R.L. de C.V.	99.9
	TK Mexico LLC	0.1
(8) Relationship with Takata Corporation	Capital relationship	Takata Corporation owns all of the issued shares of Industrias Irvin de Mexico, S.A. de C.V. (including indirect ownership).
	Personal relationship	N/A
	Business relationship	N/A
	Conditions applicable to the related party	Industrias Irvin de Mexico, S.A. de C.V. is the consolidated subsidiary of Takata Corporation.



(1) Trade Name	Takata de Mexico, S.A. de C.V.	
(2) Location	Carretera Pressa la Amistad Km 7, Parque Industrial, Ciudad Acuna, Coahuila 26220	
(3) Representative	Treasurer, Carlos Alberto Valdez Andrade	
(4) Main Business	Automotive safety system supplier	
(5) Stated Capital	580,477,727 (US dollar)	
(6) Date of Establishment	March 6, 1994	
(7) Major shareholders and their stock ownership ratio	Name	Percentage of shares held by a shareholder to the total issued and outstanding shares of the Company (%)
	TK Holdings de Mexico, S. de R.L. de C.V.	99.9
	TK Mexico LLC	0.1
(8) Relationship with Takata Corporation	Capital relationship	Takata Corporation owns all of the issued shares of Takata de Mexico, S.A. de C.V. (including indirect ownership).
	Personal relationship	N/A
	Business relationship	N/A
	Conditions applicable to the related party	Takata de Mexico, S.A. de C.V. is the consolidated subsidiary of Takata Corporation.



(1) Trade Name	Strosshe-Mex, S. de R.L. de C.V.	
(2) Location	Carretera Libre Santa Rosa Km 3.5 Interior B, Apodaca, Nuevo León 66600	
(3) Representative	Treasurer, Carlos Alberto Valdez Andrade	
(4) Main Business	Trading sales company	
(5) Stated Capital	21,867,040 (US dollar)	
(6) Date of Establishment	July 2, 2004	
(7) Major shareholders and their stock ownership ratio	Name	Percentage of shares held by a shareholder to the total issued and outstanding shares of the Company (%)
	TK Holdings de Mexico, S. de R.L. de C.V.	99.9
	TK Mexico LLC	0.1
(8) Relationship with Takata Corporation	Capital relationship	Takata Corporation owns all of the issued shares of Strosshe-Mex, S. de R.L. de C.V. (including indirect ownership).
	Personal relationship	N/A
	Business relationship	N/A
	Conditions applicable to the related party	Strosshe-Mex, S. de R.L. de C.V. is the consolidated subsidiary of Takata Corporation.

Exhibit E

Notice of Entry of Commencement Orders



June 28, 2017

News Release

TAKATA CORPORATION
TSE 7312

Notice of Orders of Commencement for Civil Rehabilitation Proceedings

Takata Corporation (“Takata”) hereby announces that, today the Tokyo District Court granted orders for commencement of civil rehabilitation proceedings to Takata, Takata Kyushu Corporation, and Takata Service Corporation on their petitions filed and heard on June 26, 2017, for commencement of such proceedings (for details on these petitions refer to “Notice on Petition for Commencement of Civil Rehabilitation Proceeding, etc.” issued by Takata on June 26, 2017).

1. Order of Commencement of Civil Rehabilitation Proceedings

Takata Corporation	Court case name: Heisei 29 (Sai) No. 20, Civil Rehabilitation matter
Takata Kyushu Corporation	Court case name: Heisei 29 (Sai) No. 21, Civil Rehabilitation matter
Takata Service Corporation	Court case name: Heisei 29 (Sai) No. 22, Civil Rehabilitation matter

2. Schedule of civil rehabilitation proceedings

(1). Filing period for rehabilitation claims	August 25, 2017
(2). Submission deadline for inventory of assets and balance sheets (Civil Rehabilitation Act, Article 124 and 125)	October 12, 2017
(3). Submission deadline for the statement of approval or disapproval	October 30, 2017
(4). Period to examine Proofs of rehabilitation claims, etc.	From November 6, 2017 to November 13, 2017
(5). Submission deadline for proposed rehabilitation plan	November 27, 2017

Note: This schedule is subject to change as the civil rehabilitation proceedings progress.

Under the supervision of the Tokyo District Court, the Supervisor, and the U.S. Bankruptcy Court of Delaware, Takata, together with its subsidiaries that simultaneously filed petitions, will make every effort to restructure its businesses.

*** ENDS***

Exhibit F

Initial (July 10) “Questions and Answers”



July 10, 2017

Takata Corporation

Takata Kyushu Co., Ltd.

Takata Service Co., Ltd.

Q&A on Proof of Rehabilitation Claim

Q1: I have received a proof of claim form from the court. What should I do?

A1: If you hold claims against the Rehabilitation Debtor that arose from causes that occurred prior to the date of commencement of the civil rehabilitation (i.e., prior to June 28, 2017), please file a proof of claim.

Your proof of claim should be received no later than August 25, 2017. For details on matters such as how to fill out the proof of claim form and points of note, please refer to the enclosed Instruction for Filing Proof of Rehabilitation Claim or the sample proof of claim form.

As is mentioned in the answer to Q2, you do not need to file a proof of claim if the court has given its approval for exceptional repayment of your claim.

Q2: I understand that my claims will be paid in accordance with a court approval. Do I need to file a proof of claim?

A2: If you have been separately contacted about your claim(s) for which court approval is given for exceptional repayment and the entire sum of your rehabilitation claim will be paid in accordance with previously existing terms and conditions, you do not need to file a proof of your rehabilitation claim.

Q3: What will happen if I do not file a proof of claim?

A3: If you do not file a proof of claim, you may be unable to participate in the proceedings; therefore, please file a proof of claim no later than August 25, 2017.

Q4: How should I seal and stamp the proof of claim form?

A4: For individuals, unregistered seals are acceptable. For corporations, the representative's seal is required to be affixed thereon. Please refer to the notations on the sample enclosed with the proof of claim documents.

- Q5: May I give my signature instead of seal and stamp? I do not have any seal or stamp.
- A5: If you are not Japanese, and do not have your seal and stamp, you may give your signature instead of seal and stamp.
- Q6: May I use English or other language instead of Japanese to fill in my proof of claim? I cannot read or write Japanese.
- A6: Unfortunately, the proof of claim form must be filled in in Japanese language only, except your address and name (including corporate names).
- Q7: Should I file only one proof of claim?
- A7: Please return two copies of the proof of claim form in the envelope enclosed for their return—one for the Court, and the other for the Rehabilitation Debtor.
- Q8: Do I need to file a proof of claim even for a claim of a small amount?
- A8: Yes, you need to do so, even if the claim is small. As was mentioned above, if you do not file a proof of claim, you may be unable to participate in the proceedings.
- Q9: I am a creditor, but I have not received a notice from the Court. Also, I am not listed on the list of creditors. What should I do?
- A9: If you contact us with your name and mailing address, arrangements will be made for the notice to be sent to you.
- Q10: I have no claims for which I need to file a proof of claim. Further, based on the foregoing information, I do not need to file a proof of claim, yet I received a proof of claim form. What should I do?
- A10: Proof of claim forms were sent to those who might possibly have claims against Takata, so it is possible that parties who are not creditors were contacted. You do not need to file a proof of claim if you have no claim, or are a party to whom the Rehabilitation Debtor will make payments in accordance with a court approval.

End of document

Exhibit G

Revised (August 7) “Questions and Answers”



July 10, 2017

Updated on August 7, 2017

*Updated parts are underlined

Takata Corporation

Takata Kyushu Co., Ltd.

Takata Service Co., Ltd.

Q&A on Proof of Rehabilitation Claim

Q1: I have received a proof of claim form from the court. What should I do?

A1: If you hold claims against the Rehabilitation Debtor that arose from causes that occurred prior to the date of commencement of the civil rehabilitation (i.e., prior to June 28, 2017), please file a proof of claim.

Your proof of claim should be received no later than August 25, 2017. For details on matters such as how to fill out the proof of claim form and points of note, please refer to the enclosed Instruction for Filing Proof of Rehabilitation Claim or the sample proof of claim form.

As is mentioned in the answer to Q2, you do not need to file a proof of claim if the court has given its approval for exceptional repayment of your claim.

Q2: I understand that my claims will be paid in accordance with a court approval. Do I need to file a proof of claim?

A2: If you have been separately contacted about your claim(s) for which court approval is given for exceptional repayment and the entire sum of your rehabilitation claim will be paid in accordance with previously existing terms and conditions, you do not need to file a proof of your rehabilitation claim.

Q3: What will happen if I do not file a proof of claim?

A3: If you do not file a proof of claim, you may be unable to participate in the proceedings; therefore, please file a proof of claim no later than August 25, 2017.

Q4: How should I seal and stamp the proof of claim form?

A4: For individuals, unregistered seals are acceptable. For corporations, the representative's seal is required to be affixed thereon. Please refer to the notations on the sample enclosed with the proof of claim documents.

Q5: May I give my signature instead of seal and stamp? I do not have any seal or stamp.

A5: If you are not Japanese, and do not have your seal and stamp, you may give your signature instead of seal and stamp.

Q6: May I use English or other language instead of Japanese to fill in my proof of claim? I cannot read or write Japanese.

A6: Unfortunately, the proof of claim form must be filled in in Japanese language only, except your address and name (including corporate names).

Q7: Should I file only one proof of claim?

A7: Please return two copies of the proof of claim form in the envelope enclosed for their return—one for the Court, and the other for the Rehabilitation Debtor.

Q8: Do I need to file a proof of claim even for a claim of a small amount?

A8: Yes, you need to do so, even if the claim is small. As was mentioned above, if you do not file a proof of claim, you may be unable to participate in the proceedings.

Q9: I am a creditor, but I have not received a notice from the Court. Also, I am not listed on the list of creditors. What should I do?

A9: If you contact us with your name and mailing address, arrangements will be made for the notice to be sent to you.

Q10: I have no claims for which I need to file a proof of claim. Further, based on the foregoing information, I do not need to file a proof of claim, yet I received a proof of claim form. What should I do?

A10: Proof of claim forms were sent to those who might possibly have claims against Takata, so it is possible that parties who are not creditors were contacted. You do not need to file a proof of claim if you have no claim, or are a party to whom the Rehabilitation Debtor will make payments in accordance with a court approval.

Q11: May I use English or other language instead of Japanese for the Power of Attorney?

A11: Unfortunately, the Power of Attorney is required to be written in Japanese. You can find our SAMPLE POWER OF ATTORNEY with English translations on it at the following URL.

[URL] [http://www.takata.com/pdf/170809Power_of_Attorney.pdf]

Q12: I have received a proof of claim form from the court recently, but it is difficult for me to file a proof of claim by the deadline, August 25, 2017. May I file a proof of claim after August 25, 2017?

A12: Proof of Claims filed after the deadline are acceptable, if the delays in filings are caused by reasons that are not attributable to the creditors. Considering the circumstances of foreign creditors, Takata will make best efforts to ask the court to accept proof of claims from foreign creditors that are received by October 10, 2017.

End of document

Exhibit H

Instruction for Filing Rehabilitation Claims

平成29年（再）第20号 再生手続開始申立事件

再生手続開始通知書

平成29年6月28日

東京地方裁判所民事第20部

裁判所書記官 伊 與 喜克郎

当裁判所は、平成29年6月28日午後5時、次の者について、下記事項のとおり再生手続を開始したので通知する。（申立日 平成29年6月26日）

東京都港区赤坂二丁目12番31号

再生債務者 タカタ株式会社

代表者代表取締役 高田 重久

再生債務者代理人弁護士 小林 信明

記

- 1 再生手続開始決定の主文
タカタ株式会社に対して再生手続を開始する。
- 2 再生債権の届出期間
平成29年8月25日まで
- 3 債権の一般調査期間
平成29年11月6日から平成29年11月13日まで
- 4 再生計画案の提出期間
平成29年11月27日まで
- 5 監督委員
東京都千代田区丸の内3丁目3番1号 新東京ビル225区
東京丸の内法律事務所
弁護士 宮川 勝之

事件番号 平成29年(再)第20号
再生債務者 タカタ株式会社

再生債権届出に関する説明書

上記債務者に対し、再生手続開始の決定がありましたので、再生手続開始決定通知書及び再生債権届出書用紙をお送りします。

債権の届出をする方は、下記の説明事項及び同封の記入例をご覧のうえ、届出期限までに同封の返信用封筒でお送りください。

《届出期限》 平成29年8月25日 必着

【届出及び認否の結果に関する問い合わせ先】

東京都品川区東品川二丁目3番14号 東京フロントテラス
タカタ株式会社 再生管理室

電話 03-6455-8404 F A X 03-6455-8426

*お問い合わせはできるだけF A Xをご利用ください。

注意事項

- 1 届出期間内に債権届出をしないと債権を失うことがあります。
- 2 債権者が届出をした、債権の内容及び議決権についての調査結果(認否)は、債務者が作成する『認否書』に記載されます。
認否書は、裁判所のほか、債務者の事務所や営業所等に備え置かれます。

【債権届出書の送り先】

〒140-0002 東京都品川区東品川二丁目3番14号 東京フロントテラス
タカタ株式会社 再生管理室 気付
東京地方裁判所平成29年(再)第20号事件書類受領事務担当

提出方法

- (1) 同封の再生債権届出書（〈裁判所用〉〈債務者用〉各1通）を一括して同封の返信用封筒で返送してください。
- (2) 代理人名義で届け出る場合は、委任状1通を添付のうえ（様式は適宜のもので結構です。）再生債権届出書の『代理人名』に記名押印してください。
- (3) 法人の場合であっても、資格証明書の添付は不要です。
- (4) 証拠書類の添付は不要です。ただし、再生債務者から求められた場合は、速やかに再生債務者宛に提出してください。
- (5) 保証人への請求等のため、債権届出日を明らかにしたい方は、配達証明郵便等を御利用ください。

記入要領

※記入例を参考に記入してください。

(1) 債権者の表示

〈個人の場合〉

ア 『印』に本人の印鑑（認印でも結構です。）を押してください。印鑑証明書の添付は不要です。

イ 『住所／本店所在地』に、現在の住所を記入してください。今後、裁判所からの通知はこの住所宛に郵送します。

〈法人の場合〉

ア 『印』に法人の代表印を押してください。印鑑証明書の添付は不要です。

イ 『住所／本店所在地』に、登記簿記載の本店所在地を記入してください。

ウ 『営業所等の所在地』には、本件取引の窓口となっている営業所、事務所等が、①『本店所在地』と異なる場合はその所在地を必ず記入し、②『本店所在地』と同じ場合は「同上」にチェックしてください。

今後、裁判所からの通知は『営業所等の所在地』記載の住所宛に郵送します。

(2) 利息金又は遅延損害金

開始決定日の前日までの部分は確定金額を記入してください。開始決定日以後の部分も届け出る場合、この部分は「額未定」となりますので、記入例のように口にチェックするだけで結構です。

(3) 担保権付債権

ア 『担保権の実行で不足する見込額』については、できる限り、資料として、計算書や不動産評価書等を添付してください。担保設定が複数ある場合は、どの物件かが分かるように設定内容についての明細書を添付してください。

イ 担保権者は、担保権の実行で不足する見込額についてのみ議決権を行使することができます（民事再生法88条）。

『担保権の実行で不足する見込額』の記載がない場合や「額未定」と記載されている場合は、再生計画案の決議をする債権者集会時まで不足額が確定しない限り議決権額を0（ゼロ）として届け出たものと扱いますのでご注意ください。

- (4) 届け出る債権が、約定劣後再生債権（民事再生法35条4項）である場合は、その旨を『債権の種類』又は『債権の内容及び原因』に記入してください。

以上

＜債務者用＞

届出期限 平成29年8月25日
 調査期間 平成29年11月6日～平成29年11月13日

事件番号 平成29年(再)第20号

再生債務者 タカタ株式会社

再生債権届出書

平成 年 月 日 (届出書作成日)

東京地方裁判所民事第20部合議係 御中

債権者の表示

【住所/本店所在地】

〒

【営業所等の所在地】(法人のみ記入)

同上 〒

【氏名/名称】

印

【電話】

【代表者名】(法人のみ記入)

【事務担当者名】

【FAX】

※代理人名義で届け出る場合は、下欄を記入してください(委任状添付)。

【代理人住所】

【代理人電話】

【代理人名】

印

【代理人FAX】

債権届出額		合計		円
議決権の額		上記金額(ただし、87条2項、3項に該当する部分を除く。また、別除権付き債権の議決権額は後記のとおり。)		
進行番号	債権の種類 (例) 売掛金 貸付金 手形金	債権の金額 元金の残額をご記入ください。 複数口は、別紙明細目録にご記入ください。 債権の内容及び原因 (記入例参照)	約定利息金・遅延損害金 該当する□にチェックをつけてください。 開始決定の前日までは確定金額、 開始決定後は額未定分です。	
1		円	<input type="checkbox"/> 平成 年 月 日から 平成 年 月 日まで (利率年 %)	円
			<input type="checkbox"/> 開始決定後の金員	
2		円	<input type="checkbox"/> 平成 年 月 日から 平成 年 月 日まで (利率年 %)	円
			<input type="checkbox"/> 開始決定後の金員	
3		円	<input type="checkbox"/> 平成 年 月 日から 平成 年 月 日まで (利率年 %)	円
			<input type="checkbox"/> 開始決定後の金員	
4		円	<input type="checkbox"/> 平成 年 月 日から 平成 年 月 日まで (利率年 %)	円
			<input type="checkbox"/> 開始決定後の金員	

※ 届出書のコピーをお手元に保存されますと、問い合わせ等の際に便利です。

※ 複数口の債権及び手形金債権のある方は、次の欄にご記入ください。
 (記載欄が不足する場合は、この用紙をコピーなどして追加してください。)

債権明細目録 (前記進行番号 の 債権につき)

債権の種類	債権の金額	債権の内容及び原因
	円	
	円	
	円	
	円	
	円	

手形明細目録 (振出人が債務者以外の場合は、備考欄に振出人名を記入)

手形番号	額面金額	支払期日	振出日	金融機関名	備考

※ 前記の債権について、担保権のある方は、次の項目にご記入のうえ、説明書記載の資料を添付してください。複数口ある場合は、どの物件かが分かるようにして、担保権や債権の内容及び原因が分かる明細書を添付してください。

〔債権の種類〕 前記進行番号 の 債権

〔担保権の種類〕 抵当権 根抵当権 質権 商事留置権

その他 ()

〔担保権の実行で不足する見込額〕 合計 円 ※必ず記入してください

〔議決権額〕 上記金額又は確定した不足額が上記金額を超えるときは当該確定不足額

※ 前記の債権について、執行力ある債務名義をお持ちの方は、どの債権であるかを特定の上、その通数を記入し、写しを添付してください。

執行力ある債務名義あり (債権の種類 :) 合計 通

＜裁判所用＞

届出期限 平成29年8月25日
調査期間 平成29年11月6日～平成29年11月13日

事件番号 平成29年(再)第20号

再生債務者 タカタ株式会社

再生債権届出書

平成 年 月 日 (届出書作成日)

東京地方裁判所民事第20部合議係 御中

債権者の表示

【住所／本店所在地】

〒

【営業所等の所在地】(法人のみ記入)

同上 〒

【氏名／名称】

印

【代表者名】(法人のみ記入)

【事務担当者名】

※代理人名義で届け出る場合は、下欄を記入してください(委任状添付)。

【代理人住所】

【代理人名】

印

裁判所記入欄

東京地方裁判所
民事第20部

平成 年 月 日
受 付

債権届出額		合計		円
議決権の額		上記金額(ただし、87条2項、3項に該当する部分を除く。また、別除権付き債権の議決権額は後記のとおり。)		
進行番号	債権の種類 (例) 売掛金 貸付金 手形金	債権の金額 元金の残額をご記入ください。 複数口は、別紙明細目録にご記入ください。	約定利息金・遅延損害金 該当する□にチェックをつけてください。 開始決定の前日までは確定金額、 開始決定後は額未定分です。	
		債権の内容及び原因 (記入例参照)		
1		円	<input type="checkbox"/> 平成 年 月 日から 平成 年 月 日まで (利率年 %) <input type="checkbox"/> 開始決定後の金員	円
2		円	<input type="checkbox"/> 平成 年 月 日から 平成 年 月 日まで (利率年 %) <input type="checkbox"/> 開始決定後の金員	円
3		円	<input type="checkbox"/> 平成 年 月 日から 平成 年 月 日まで (利率年 %) <input type="checkbox"/> 開始決定後の金員	円
4		円	<input type="checkbox"/> 平成 年 月 日から 平成 年 月 日まで (利率年 %) <input type="checkbox"/> 開始決定後の金員	円

※ 届出書のコピーをお手元に保存されますと、問い合わせ等の際に便利です。

※ 複数口の債権及び手形金債権のある方は、次の欄にご記入ください。
 (記載欄が不足する場合は、この用紙をコピーなどして追加してください。)

債権明細目録 (前記進行番号 の 債権につき)

債権の種類	債権の金額	債権の内容及び原因
	円	
	円	
	円	
	円	
	円	

手形明細目録 (振出人が債務者以外の場合は、備考欄に振出人名を記入)

手形番号	額面金額	支払期日	振出日	金融機関名	備考

※ 前記の債権について、担保権のある方は、次の項目にご記入のうえ、説明書記載の資料を添付してください。複数口ある場合は、どの物件かが分かるようにして、担保権や債権の内容及び原因が分かる明細書を添付してください。

〔債権の種類〕 前記進行番号 の 債権

〔担保権の種類〕 抵当権 根抵当権 質権 商事留置権

その他 ()

〔担保権の実行で不足する見込額〕 合計 円 ※必ず記入してください

〔議決権額〕 上記金額又は確定した不足額が上記金額を超えるときは当該確定不足額

※ 前記の債権について、執行力ある債務名義をお持ちの方は、どの債権であるかを特定の上、その通数を記入し、写しを添付してください。

執行力ある債務名義あり (債権の種類:) 合計 通

<債務者用>

事件番号 平成〇〇年(再)第〇〇〇号

再生債務者 株式会社〇〇〇〇

記入例

再生債権届出書

平成〇〇年〇〇月〇〇日(届出書作成日)

東京地方裁判所民事第20部合議係 御中

債権者の表示

【住所/本店所在地】

〒 100 - 0000

東京都〇〇区〇〇一丁目2番3号

【営業所等の所在地】(法人のみ記入)

同上 〒 100 - 0000 東京都〇〇区〇〇

1-2-4 〇〇ビル4階 〇〇営業所

【氏名/名称】

〇〇〇〇株式会社 印

【代表者名】(法人のみ記入)

東京太郎

【事務担当者名】

埼玉次郎

【電話】

03-1111-0001

【FAX】

03-1111-0002

裁判所記入欄

東京地方裁判所
民事第20部

平成 年 月 日
受 付

※代理人名義で届け出る場合は、下欄を記入してください(委任状添付)。

【代理人住所】

東京都△△区△△11-22-99

【代理人電話】

03-2222-0001

【代理人名】

千葉三郎 印

【代理人FAX】

03-2222-0002

債権届出額		合計	
		4,005,013 円	
議決権の額		上記金額(ただし、87条2項、3項に該当する部分を除く。また、別除権付き債権の議決権額は後記のとおり。)	
進行番号	債権の種類 (例) 売掛金 貸付金 手形金	債権の金額 元金の残額をご記入ください。 複数口は、別紙明細目録にご記入ください。 債権の内容及び原因 (記入例参照)	約定利息金・遅延損害金 該当する□にチェックをつけてください。 開始決定の前日までは確定金額、 開始決定後は額未定分です。
1	売掛金	2,500,000 円 平成〇年〇月〇日から平成〇年〇月〇日までの間の商品〇〇ほか	<input type="checkbox"/> 平成 年 月 日から 平成 年 月 日まで (利率年 %) 円 <input type="checkbox"/> 開始決定後の金員
2	貸金	500,000 円 平成〇年〇月〇日貸付、弁済期平成〇年〇月〇日、利率〇%	<input checked="" type="checkbox"/> 平成〇〇年〇〇月〇〇日から 平成〇〇年〇〇月〇〇日まで (利率年 %) 5,013 円 <input checked="" type="checkbox"/> 開始決定後の金員
3	手形金	1,000,000 円 別紙手形明細目録のとおり	<input type="checkbox"/> 平成 年 月 日から 平成 年 月 日まで (利率年 %) 円 <input type="checkbox"/> 開始決定後の金員
4		円	<input type="checkbox"/> 平成 年 月 日から 平成 年 月 日まで (利率年 %) 円 <input type="checkbox"/> 開始決定後の金員

※ 複数口の債権及び手形金債権のある方は、次の欄にご記入ください。
 (記載欄が不足する場合は、この用紙をコピーなどして追加してください。)

債権明細目録 (前記進行番号 1 の 売掛金 債権につき)

債権の種類	債権の金額	債権の内容及び原因
売掛金	1,000,000 円	平成○年○月○日から平成○年○月○日までの間商品○○ほか
売掛金	1,500,000 円	平成○年○月○日から平成○年○月○日までの間商品○○ほか
	円	
	円	
	円	

手形明細目録 (振出人が債務者以外の場合は、備考欄に振出人名を記入)

手形番号	額面金額	支払期日	振出日	金融機関名	備考
AB98682	500,000	○月○日	○月○日	○銀行○支店	
AB98693	500,000	○月○日	○月○日	○銀行○支店	

※ 前記の債権について、担保権のある方は、次の項目にご記入のうえ、説明書記載の資料を添付してください。複数口ある場合は、どの物件かが分かるようにして、担保権や債権の内容及び原因が分かる明細書を添付してください。

〔債権の種類〕 前記進行番号 2 の 貸金 債権

〔担保権の種類〕 抵当権 根抵当権 質権 商事留置権

その他 (

〔担保権の実行で不足する見込額〕 合計 400,000 円

担保権付債権についての不足見込額を記載してください。

〔議決権額〕 上記金額又は確定した不足額が上記金額を超えるときは当該確定不足額

※ 前記の債権について、執行力ある債務名義をお持ちの方は、どの債権であるかを特定の上、その通数を記入し、写しを添付してください。

執行力ある債務名義あり (債権の種類: 貸金) 合計 1 通

[English translation for reference purpose only]

Heisei 29 (2017) (sai) No. 20 Petition for Commencement of Rehabilitation Proceedings

Notice of Commencement of Civil Rehabilitation Proceedings

June 28, 2017

The 20th Civil Division of the Tokyo District Court
Court Clerk Yoshikatsuro Iyo

An order of commencement of civil rehabilitation proceedings for the entity below was issued at 5:00 pm on June 28, 2017 (The petition date is June 26, 2017). Accordingly we hereby inform you as follows:

Akasaka 2-12-31, Minato-ku, Tokyo

Rehabilitation Debtor Takata Corporation

Representative Director Shigehisa Takata

Attorneys-at-law representing the Rehabilitation Debtor Nobuaki Kobayashi

- 1 Main text of the order of commencement of civil rehabilitation proceedings
This Court commences rehabilitation proceedings with respect to Takata Corporation.
- 2 Deadline for Filing Rehabilitation Claims:
On or before August 25, 2017
- 3 Ordinary Period for Investigation of Claims:
From November 6, 2017 to November 13, 2017
- 4 Deadline for Submission of Proposed Rehabilitation Plan:
On or before November 27, 2017
- 5 Supervisor
Shin-Tokyo Building, Suite 225, 3-1, Marunouchi 3 chome, Chiyoda-ku, Tokyo
The Tokyo-Marunouchi Law Offices
Katsuyuki Miyakawa, Attorney-at-law

[English Translation for Reference Purpose Only]

Case Number: Heisei 29 (2017) (sai) No. 20

Rehabilitation Debtor: Takata Corporation

Instructions for Filing Proof of Rehabilitation Claim

The Court hereby sends the “Notice of Commencement of Civil Rehabilitation Proceedings” and the “Proof of Rehabilitation Claim Form” to you since the order to commence the rehabilitation proceedings has been entered for the above Rehabilitation Debtor.

Please refer to the instructions below and the “Sample” enclosed herewith, and return the “Proof of Claim Form,” using the envelope enclosed herewith, by the deadline below to file your proof of claim.

Deadline for filing proof of claim: August 25, 2017

Note

1. You may be unable to participate in the rehabilitation proceedings if you fail to file a proof of claim form by the deadline.
2. The findings of the Rehabilitation Debtor’s examination (*i.e.*, approval or disapproval) of the rehabilitation claims and voting rights filed by creditors will be described in the “Claim Amount Accepted by the Rehabilitation Debtor” that will be prepared by the Rehabilitation Debtor, and kept at the Court and the Rehabilitation Debtor’s place of business.

Where to send the Proof of Claim Form

TOKYO FRONT TERRACE, 2-3-14 Higashishinagawa, Shinagawa-ku, Tokyo 140-0002

Takata Corporation, Civil Rehabilitation Office

Attn: Manager in Charge of Receipt of the Documents regarding the Case of Heisei 29 (2017) (sai) 20, Tokyo District Court.

How to file

- (1) Please return two copies of the Proof of Claim Form (one each for the Court and the Rehabilitation Debtor) using the envelope enclosed herewith.
- (2) If you file a proof of claim in the name of your legal representative, please affix the name and seal of the legal representative in the column “Name of Legal Representative” with a power of attorney attached.
- (3) You do not need to attach the certificate of qualification notwithstanding that you are a corporation.

[English Translation for Reference Purpose Only]

- (4) You do not need to attach the evidence on the rehabilitation claim at the time of filing; however, you need to submit the evidence promptly when requested by the Rehabilitation Debtor to do so.
- (5) Please file the proof of claim by certified mail of the date of delivery if you need to establish the date of filing of the same (*e.g.*, to exercise your rights against a guarantor).

How to fill out the form *Please refer to the “Sample” enclosed herewith

(1) Creditor’s Information

For Individuals

- (a) Please affix your seal (registered or unregistered) in the column “Seal.” You do not need to attach a certificate of the seal-impression.
- (b) Please fill in your current address in the column “Address.” The Court will send the relevant notifications to the address you specified there.

For Corporations

- (a) Please affix your representative’s seal in the column “Seal.” You do not need to attach a certificate of the seal-impression.
- (b) Please fill in the registered address of the principal place of business in the column “Address.”
- (c) In the column “Address of Business Office,” (i) please specify the address of the point of contact for this matter with the Rehabilitation Debtor, if such address is different from the address registered as the principal place of business, and (ii) please check the box “Same as above” if the addresses above are the same. The Court will send the relevant notifications to the address you specified there.

(2) Interest or Late Charge

Please specify the fixed amount of the interest or late charge for those accrued by the day before the Commencement Order. For interest or late charge that accrues on or after the date of the Commencement Order, please simply check the box as described in the “Sample” since the amount thereof has not been fixed.

(3) Secured Claim

- (a) For the “Deficiency Amount,” please attach the document(s) that demonstrates the estimated value of the security interests as far as possible, including, but not limited to, a calculation matrix and appraisal of a mortgaged real estate. If there are two or more security interests

[English Translation for Reference Purpose Only]

created for rehabilitation claims, please attach the description regarding which property is given as collateral for each security interest so that the Court and the Rehabilitation Debtor can identify them.

- (b) A secured creditor may exercise its voting right only for the estimated deficiency amount (unsecured amount) that cannot be satisfied by exercising the security interest (Article 88 of the Civil Rehabilitation Act). Please note that if there is no description on the “Deficiency Amount” or it is stated as “not fixed,” such creditor will be deemed to have filed its voting right amount as zero, unless the deficiency amount (unsecured amount) is determined by the date on which the creditors’ meeting to resolve a proposed rehabilitation plan is held.
- (4) If a filed claim falls under the category of the “consensually-subordinated rehabilitation claim” (Article 35, Paragraph 4 of the Civil Rehabilitation Act), please specify to that effect in either the column “Type of Claim” or “Basis for Claim.”

End of the Document

SAMPLE PROOF OF CLAIMS

事件番号 平成29年(再)第20号/ Case Number. Heisei 29 (2017) (Sai) 20

再生債務者 タカタ株式会社/ Rehabilitation Debtor Takata Corporation

再生債権届出書《記載例》

/PROOF OF REHABILITATION CLAIM [SAMPLE]

平成〇〇年〇〇月〇〇日 (届出書作成日/Date of Creation)

東京地方裁判所民事第20部 合議係 御中

/ To The 20th Civil Division of the Tokyo District Court

債権者の表示/ Creditor's Information

【住所/本店所在地/ Place of Domicile or Place of Head Office】

〒100-0000 (zip code) 1-2-3, 〇〇, 〇〇-ku, Tokyo

【営業所等の所在地/ Place of Business】

同上/ditto 〒100-0000 (zip code) 1-2-4, 〇〇, 〇〇-ku, Tokyo

【氏名/名称/ Name of Creditor】

〇〇〇〇 Inc.

(Seal)

【代表者名/ Representative】

東京太郎/ Taro Tokyo

【事務担当者名/ Person in charge】

埼玉次郎/ Jiro Saitama

※代理人名義で届け出る場合のみ、下の欄に記入してください (委任状添付)。

※Fill in the information of the legal counsel for the submission of this proof of claim, with Power of Attorney attached.

【住所/ Address】

1-1-2-99, △△, △△-ku, Tokyo

【代理人名/ Name of Legal Counsel】

千葉三郎/ Saburo Chiba

(Seal)

裁判所使用欄
/COURT USE ONLY

【電話/ TEL】

03-1111-0001

【FAX】

03-1111-0002

【代理人電話/ TEL】

03-2222-0001

【代理人FAX/ FAX】

03-2222-0002

届出債権額 (議決権行使額・内訳は下欄のとおり)

/Amount of Filed Rehabilitation Claim (the amount entitled to voting right and the breakdown of the amount as listed below)

合計/ Total 4,005,013 円/JPY

SAMPLE PROOF OF CLAIMS

進行 番号 / No.	債権の種類 / Type of claims (例) 売掛金 貸付金 手形金 / e.g. Trade receivable, Loan receivable, Bill	債権の金額 (元金の残額をご記入 ください。複数口は別紙明細目録 にご記入ください。) / Amount of Rehabilitation Claim (Please fill in the amount of the outstanding principal. If you have multiple types of claims, please fill in the Breakdown Table of Claims below.)	約定利息金・遅延損害金/ Interest and Late Charge (該当する <input type="checkbox"/> にチェックをつけ てください。決定の前日までは 確定金額、決定後は額未定分 です。/Check this box if any of them is relevant. Fixed amount for those accrued by the day before the Commencement Order, and unspecified amount for those on and after the date of Commencement Order)
	債権の内容及び原因 (記入例参照) / Cause for Claim		
1	売掛金 / Trade receivable	2,500,000 円/JPY ----- 平成〇年〇月〇日から平成〇年〇 月〇日までの間の商品〇〇ほか/ Trade of goods from [MM DD, YY] to [MM DD, YY]	<input type="checkbox"/> 月 日から 月 日まで (利率年 %) 円/ <input type="checkbox"/> from [MM DD, YY] to [MM DD, YY] (% per year) <input type="checkbox"/> 開始決定後の金員/ <input type="checkbox"/> Amount after Commencement Order
2	貸金 / Loan receivable	500,000 円/JPY ----- 平成〇年〇月〇日貸付、弁済期平 成〇年〇月〇日、利率〇%/ Date of loan, Repayment due-date, Interest rate %	<input checked="" type="checkbox"/> 平成〇〇年〇〇月〇〇日から 平成〇〇年〇〇月〇〇日まで (利率年〇%) 5,013 円/ <input checked="" type="checkbox"/> from 〇〇, 2017 to 〇〇, 2017] (% per year) <input checked="" type="checkbox"/> 開始決定後の金員 <input checked="" type="checkbox"/> Amount after Commencement Order
3		円 -----	<input type="checkbox"/> 月 日から 月 日まで (利率 %) 円 <input type="checkbox"/> 開始決定後の金員
4		円 -----	<input type="checkbox"/> 月 日から 月 日まで (利率 %) 円 <input type="checkbox"/> 開始決定後の金員

SAMPLE PROOF OF CLAIMS

※ 複数口の債権及び手形金債権のある方は、次の欄にご記入ください。

※ If you have multiple types of claims, please fill in the Breakdown Table of Claims below.

(記載欄が不足する場合は、この用紙をコピーなどして追加してください。/ Copy this sheet if the table below is insufficient.)

債権明細目録/ Breakdown Table of Claims (前記進行番号 1 の 売掛金 債権につき/
Regarding No. 1 claim above.)

債権の種類/ Type of claim	債権の金額/ Amount of claim	債権の内容及び原因/ Cause for claim
	円/JPY	
	円/JPY	
	円/JPY	
	円/JPY	
	円/JPY	

手形明細目録 (振出人が債務者以外の場合は、備考欄に振出人名をご記入ください。) / Breakdown
Table of Bills (Please fill in the name of bill issuer in the column Notes below if such issuer is not the
Rehabilitation Debtor.)

手形番号/ No. of Bill	額面金額/ Amount of Bill	支払期日/ Due date	振出日/ Date of Issuance	金融機関 (支払場所) Place of payment	備考/ Notes

※ 前記の債権について、担保権のある方は、次の項目にご記入のうえ、説明書記載の資料を添付してください。複数口ある場合は、担保目録を作成のうえ、添付してください。

※ Please fill in the information below if a claim is secured by a lien or any type of security and attach hereto required documents specified in “Instructions for Filing Proof of Rehabilitation Claim.” Please prepare the list of liens and/or securities and attach hereto if you have multiple liens/securities.

SAMPLE PROOF OF CLAIMS

[債権の種類/ Type of claim] 前記進行番号 2 の 貸金 債権
/ No. 2, Loan receivable above

[担保権の種類/ Type of security] 抵当権/ Mortgage
 根抵当権/ Revolving Mortgage
 質権/ Pledge 商事留置権/ Possessory Lien
 その他 () / Other ()

[担保権の実行で不足する見込額/ Deficiency Amount] 合計/ total 400,000円/ JPY

※ 前記の債権について、執行力ある債務名義をお持ちの方は、どの債権であるかを特定のうえ、その通数を記入し、写しを添付してください。

※ If you have a claim(s) with enforceable title of obligation with respect to the claims as listed above, please specify such claim(s), fill in the number of the titles and attach hereto those copies.

執行力ある債務名義あり [債権の種類 貸金]

/ Claim with enforceable title of obligation [Type of claim: Loan]

合計 1 通/ 1 in total

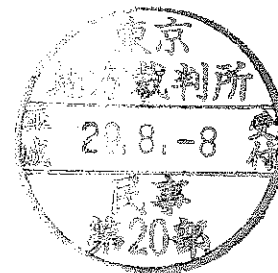
Exhibit I

Supervisor Consent

平成 29 年（再）第 20 号・21 号・22 号 再生手続開始申立事件

同意申請書

(海外における再生手続承認の申立て)



平成 29 年 8 月 7 日

監督委員 弁護士 宮川 勝之 先生

再生債務者

タカタ株式会社

タカタ九州株式会社

タカタサービス株式会社

代理人弁護士

小林 信明



第 1 同意を求める事項

再生債務者らが、

- ① アメリカ合衆国の連邦倒産裁判所に対して、同国の連邦破産法第 15 章の規定に基づいて、本再生手続の承認（仮の救済を含む。）を申し立てること
 - ② カナダの裁判所に対して、同国における外国倒産処理手続の承認援助に係る法令に基づいて、本再生手続の承認（仮の救済を含む。）を申し立てること
 - ③ 上記①及び②のアメリカ合衆国及びカナダにおける承認手続において、再生債務者であるタカタ株式会社に、再生債務者らの外国代表者（Foreign Representative）としての権限を行使させること
- につき同意を求める。

第2 同意を求める理由

1 本再生手続の承認（仮の救済を含む。）を求める必要性

(1) アメリカ合衆国において再生債務者に対する多数の訴訟が係属していること

再生債務者であるタカタ株式会社（以下「TKJP」という。）は、アメリカ合衆国において多数の訴訟の提起を受けており、これらの訴訟への対応を迫られている状態にある。

まず、TKJPは、アメリカ合衆国の各州において、TKJP並びにその子会社及び関連会社（以下「タカタ」と総称する。）が製造及び販売した、相安定化硝酸アンモニウムをプロペラントとして用いたインフレーターを組み込んだエアバッグ・モジュール（以下「本エアバッグ」という。）の不具合に起因した死傷事故による損害を受けたと主張する者から、多数の損害賠償請求訴訟（以下「米国PI訴訟」という。）の提起及び訴訟外における損害賠償の請求を受けている。

また、TKJPは、アメリカ合衆国の各州において、本エアバッグを搭載した車両の所有者若しくはリースを受けている者又は本エアバッグを搭載した車両を販売した中古品販売業者を代表すると主張する者から、かかる本エアバッグを搭載した車両の経済的価値が下落したことに基づく損害の賠償等を求める集団訴訟を提起されている（以下「米国経済損害集団訴訟」という。）。

なお、米国PI訴訟及び米国経済損害集団訴訟において、TKJPは、共同被告とされた一部のOEMからも同時に求償請求（cross-claim）を受けており、TKJPは当該求償請求への対応も必要な状況となっている。

加えて、本エアバッグの不具合とは直接の関係はないものの、タカタが、アメリカ合衆国において、競合他社と共謀の上、自動車用乗員安全拘束装置（エアバッグ、シートベルト及びステアリングホイール）に関して価格協定等の反競争行為を行ったことによって、当該装置の直接又は間接の購入者（ディーラー及び最終消費者等）が損

害を被ったとして、それらの購入者を代表すると主張する者から、かかる損害の賠償を求める集団訴訟（以下「米国独禁集団訴訟」といい、米国 PI 訴訟及び米国経済損害集団訴訟と合わせて「本件米国訴訟」という。）を提起されている。

(2) カナダにおいて再生債務者に対する多数の訴訟に係属していること

TKJP は、カナダにおいてもアメリカ合衆国と同様に、多数の訴訟の提起を受けており、これらの訴訟への対応を迫られている状態にある。

まず、TKJP は、カナダにおいても、本エアバッグの不具合に起因した死傷事故による損害を受けたと主張する複数の者からそれぞれ損害賠償請求訴訟の提起を受けている（以下「カナダ PI 訴訟」という。）。

また、TKJP は、カナダにおいても、本エアバッグを搭載した車両の所有者等を代表すると主張する者から、かかる本エアバッグを搭載した車両の経済的価値が下落したことに基づく損害の賠償等を求める訴訟を提起されている（以下「カナダ経済損害集団訴訟」という。）。TKJP は、カナダ経済損害集団訴訟においても、共同被告とされた一部の OEM から求償請求を受けている。

さらに、TKJP は、カナダにおいても、競合他社と共謀の上、自動車用乗員安全拘束装置に関して価格協定等の反競争行為を行ったことにより、当該装置の直接又は間接の購入者（ディーラー及び最終消費者等）が損害を被ったとして、それらの購入者を代表すると主張する者から、かかる損害の賠償を求める集団訴訟（以下「カナダ独禁集団訴訟」といい、カナダ PI 訴訟及びカナダ経済損害集団訴訟と合わせて「本件カナダ訴訟」という。また、本件米国訴訟及び本件カナダ訴訟を合わせて「本件訴訟」という。）を提起されている。

(3) 本件訴訟の手續が停止されない場合、再生債務者らの事業再建への重大な支障

及び再生債権者間の不公平が生じること

ア 再生債務者らは、その事業の再建を図り、また再生債権者への弁済原資を最大限確保するため、現在、KSS Holdings, Inc. (以下「KSS」という。)との間で、タカタの世界各国の事業を KSS に譲渡する取引 (以下「本件取引」という。)の交渉を行っている。TKJP は、米国司法省との間で締結した司法取引契約に基づき、平成 30 年 3 月 4 日までに OEM を対象とした補償基金に 850 百万米ドルを拠出する義務を負うところ、かかる義務を同期限までに履行するため、本件取引に係る最終契約を早期に締結することが事業再建のために喫緊の課題となっている。

しかし、本件訴訟の手続が停止されない場合には、再生債務者らは、多数の本件訴訟の対応に追われることとなり、タカタの事業再建に向けた努力に時間及び費用を割くことができず、事業再建のために想定以上の時間を必要とせざるを得ない状況に追い込まれることが明らかである。

以上より、本件訴訟の手続が停止されない場合には、再生債務者らはその対応を強いられ、タカタの再建が遅れることにより事業価値は著しく劣化し、KSS も本件取引から離脱する可能性が高まる等、タカタの再建に重大な支障が生じる可能性が高いことは明らかである。

イ また、再生債務者らは、本再生手続において再生計画の認可を受けることによって、その再生債権者が有する再生債権の一部について免責を受ける予定である。しかし、アメリカ合衆国及びカナダにおいて本再生手続が承認されない場合には、アメリカ合衆国及びカナダにおける再生債権者から、当該再生債権者の再生債権に対してはかかる免責の効力が及ばないと主張される可能性があり、再生債権者間に不公平を生ずる可能性がある。かかる結果が再生債権者間の公平を図る民事再生法の趣旨に反することは明らかである。

(4) アメリカ合衆国及びカナダにおける承認（仮の救済を含む。）により、再生債務者らの事業再建が促進され、かつ再生債権者間の公平性が確保されること

アメリカ合衆国及びカナダにおいて、本再生手続について外国主手続として外国倒産処理手続の承認を受けた場合には、本再生手続の効力がアメリカ合衆国及びカナダ内にも及び、また、アメリカ合衆国及びカナダの裁判所から、本再生手続を実行するにあたって適切な救済を得ることができる。そして、かかる救済には係属中の訴訟を停止させることが含まれるため、これにより本件訴訟の手続は停止されることとなる。また、アメリカ合衆国及びカナダの裁判所は、手続承認の申立てから承認の効力発生までの期間において、債務者の財産又は債権者の利益を保全するために必要である場合には、仮の救済を発令することができるため、再生債務者らはかかる仮の救済の申立てにより、直ちに本件訴訟の対応から解放される見込みである。

さらに、本再生手続の効力がアメリカ合衆国及びカナダにも及ぶことにより、アメリカ合衆国及びカナダにおける再生債権者が、本再生手続における免責的効力が自身に及ばないことを主張することは困難となり、再生債権者をグローバルに公平に扱うことができる。

以上より、アメリカ合衆国及びカナダにおいて本再生手続の承認を申し立てることにより、再生債権者の事業再建への支障を回避し、また、再生債権者間のグローバルな公平性を確保することが可能となる。

(5) 小括

以上より、アメリカ合衆国及びカナダにおいて本再生手続の承認（仮の救済を含む。）を申し立てる必要性が認められる。

2 アメリカ合衆国及びカナダにおける承認（仮の救済を含む。）を求める相当性

上記のとおり、アメリカ合衆国及びカナダにおいて本再生手続の承認（仮の救済を含む。）を申し立てる必要性は高い一方で、本件訴訟を停止させるために他に考えられる手段は存在せず、またかかる申立てによって再生債務者らが被る法律上の不利益は基本的に存在しない。

3 TKJP を再生債務者らの外国代表者とすることについて

「外国代表者 (Foreign Representative)」とは、(アメリカ合衆国及びカナダから見て) 外国倒産手続において、債務者の事業を管理運営し、又は債務者の代表者として行為する権限を与えられた者を意味し、外国倒産法において債務者である法人 (Debtor in Possession) も外国代表者となることができる。外国代表者は、外国手続の承認を申し立てた後には、当該外国倒産手続の状況について裁判所に適宜報告等を行う義務を負う。

TKJP は、再生債務者らの事業に精通しており、アメリカ合衆国及びカナダの裁判所に適切な報告等を行うことが十分期待できる。また、各再生債務者について異なる外国代表者を個別に選任するのではなく、TKJP を再生債務者らの共通の外国代表者とすることにより、アメリカ合衆国及びカナダにおける承認援助手続を効率的に進めることが可能となる。

第3 結語

以上より、アメリカ合衆国及びカナダにおいて本再生手続の承認及び仮の救済を申し立てることは必要かつ相当であり、かつ、TKJP を再生債務者らの共通の外国代表者とすることが最も適切であるといえるため、本申請に及ぶ次第である。

以上

上記につき同意します。

平成29年 8月 7日

監督委員 弁護士 宮川 勝之



Case Nos. 2017 (*sai*) 20, 21 and 22

Case of Petition for Commencement of Civil Rehabilitation Proceedings

Application for Consent

(Request for Recognition of Civil Rehabilitation Proceedings with Foreign Courts)

August 7 , 2017

To: Supervisor, Katsuyuki Miyakawa, Attorney-at-Law

Rehabilitation Debtors:	Takata Corporation
	Takata Kyushu Corporation
	Takata Services Corporation
Attorney-at-Law for the Rehabilitation Debtors:	Nobuaki Kobayashi

I. Matters for which Consent is Requested

The Rehabilitation Debtors hereby request consent for each of the following matters:

- (i) that a petition be filed with the United States Bankruptcy Court to seek recognition of the Rehabilitation Proceedings (including provisional relief), pursuant to Chapter 15 of the United States Bankruptcy Code;
- (ii) that a petition be filed with the Canadian court to seek recognition of the Rehabilitation Proceedings (including provisional relief), pursuant to the laws of Canada with respect to the recognition and assistance of foreign insolvency

proceedings; and

- (iii) that, for the recognition proceedings in the United States and Canada of (i) and (ii) above, Rehabilitation Debtor Takata Corporation be allowed to exercise the authority as the Foreign Representative of the Rehabilitation Debtors.

II. Reasons for Requesting Consent

1. Necessity of Requesting Recognition of the Rehabilitation Proceedings including Provisional Relief

(1) There Are a Large Number of Lawsuits Pending against the Rehabilitation Debtor in the U.S.

Rehabilitation Debtor Takata Corporation (“TKJP”) is the subject of a large number of lawsuits in the United States, and is therefore under pressure to respond to these lawsuits.

First, in a number of states of the United States, TKJP is the subject of a number of liability claims (the “U.S. PI Lawsuits”), both in-court and out-of-court, instituted by persons claiming to have suffered damage due to wrongful deaths or personal injuries caused by defects in airbag modules which contained inflators that used phase-stabilized ammonium nitrate as a propellant (the “Airbags”), and which were manufactured and sold by TKJP, its subsidiaries, and its affiliate companies (hereinafter, collectively “Takata”).

In addition, in a number of states of the United States, TKJP is the subject of class action lawsuits seeking damages etc. based on the fallen economic value of vehicles in which the Airbags were installed, instituted by persons claiming to represent the owners and lessees of vehicles in which the Airbags were installed and used car dealers that sold vehicles in which the Airbags were installed (the “U.S. Economic Loss Lawsuits”).

Furthermore, in the U.S. PI Lawsuits and U.S. Economic Loss Lawsuits,

cross-claims have been simultaneously filed by some of the OEMs that are named as co-defendants, and so TKJP must respond to these cross-claims as well.

Moreover, although this is not directly related to the Airbag defects, Takata is also the subject of class action lawsuits seeking damages on the grounds that direct and indirect purchasers (dealers, end consumers etc.) have suffered damage as a result of Takata colluding with its competitors in the U.S., in price-fixing and other anticompetitive conducts with respect to vehicle passenger safety restraint devices (airbags, seatbelts, and steering wheels); these class action lawsuits have been instituted by persons claiming to represent such purchasers (the “U.S. Antitrust Lawsuits”; together with the U.S. PI Lawsuits and the U.S. Economic Loss Lawsuits, the “U.S. Lawsuits”).

(2) There Are a Large Number of Lawsuits Pending against the Rehabilitation Debtor in Canada

In Canada as in the United States, TKJP is the subject of a large number of lawsuits, and is under pressure to respond to these lawsuits.

First, in Canada as well, TKJP is the subject of liability lawsuits instituted by persons claiming to have suffered damage due to wrongful deaths or personal injuries caused by defects in the Airbags (the “Canada PI Lawsuits”).

In addition, in Canada as well, TKJP is the subject of lawsuits seeking damages etc. based on the fallen economic value of vehicles in which the Airbags were installed, instituted by persons claiming to represent the owners etc. of vehicles in which the Airbags were installed (the “Canada Economic Loss Lawsuits”). In the Canada Economic Loss Lawsuits as well, cross-claims have been raised against TKJP by some of the OEMs that are named as co-defendants.

Furthermore, in Canada as well, TKJP is the subject of four class action lawsuits

seeking damages on the grounds that direct and indirect purchasers (dealers, end consumers etc.) of vehicle passenger safety restraint devices have suffered damage as a result of Takata's colluding with its competitors in price-fixing and other anticompetitive conduct with respect to such devices; these class action lawsuits have been instituted by persons claiming to represent such purchasers (the "Canada Antitrust Lawsuits"; together with the Canada PI Lawsuits and the Canada Economic Loss Lawsuits, the "Canada Lawsuits"; further, the U.S. Lawsuits and the Canada Lawsuits are collectively the "Lawsuits").

(3) If the Proceedings of the Lawsuits are not Stayed, it will Create a Material Obstacle to the Rehabilitation Debtors' Reorganization and will Lead to Unfair Treatment among Rehabilitation Creditors

A. The Rehabilitation Debtors, for the purpose of restructuring their business and securing maximum recovery for their rehabilitation creditors, are presently engaged in negotiations with KSS Holdings, Inc. (KSS) to conclude a transaction under which Takata's businesses across the world would be transferred to KSS (the "Transaction") and TKJP, under a plea agreement executed with the U.S. Department of Justice, owes a duty to contribute USD 850 million to a restitution fund for the benefit of OEMs by March 4, 2018, and in order to fulfill this duty by this deadline, the early execution of the definitive agreement pertaining to the Transaction has become a pressing issue for the restructuring.

However, if the Lawsuits are not stayed, the Rehabilitation Debtors will be under great pressure to respond to the Lawsuits and the Rehabilitation Debtors are clearly trapped in a situation in which they cannot spare any of the time or expenses they are expending for Takata's restructuring efforts, and more time than expected will inevitably become required for the restructuring.

It is clear from the foregoing that it will be highly probable that material obstacles to

Takata's restructuring will emerge, given that if the Lawsuits are not stayed then the Rehabilitation Debtors will be forced to respond thereto, that their business value will be significantly deteriorated as a result of protracted Takata's restructuring, and that the likelihood of KSS walking away from the Transaction will increase.

B Further, it is planned that the Rehabilitation Debtors, once their rehabilitation plans in the Rehabilitation Proceedings are approved, will have a portion of the rehabilitation claims held by rehabilitation creditors discharged. However, if the Rehabilitation Proceedings are not recognized in the United States and Canada, it is possible that rehabilitation creditors in the United States and Canada will assert that the validity of such discharge does not extend to the rehabilitation claims held by them, and accordingly unfairness will emerge in the treatment among rehabilitation creditors. Such an outcome would be clearly contrary to the purport of the Civil Rehabilitation Act that ensures fairness in the treatment among rehabilitation creditors.

(4) Recognition of Proceedings (including Provisional Relief) in the United States and Canada would Promote Rehabilitation Debtors' Restructuring and Ensure Fairness in the Treatment among Rehabilitation Creditors

If in the United States and Canada, the Rehabilitation Proceedings are recognized as foreign insolvency proceedings that are the main foreign proceeding, the effect of the Rehabilitation Proceedings will extend to the United States and Canada as well, and it will be possible to obtain appropriate reliefs from U.S. and Canadian courts in going through the Rehabilitation Proceedings. Further, because such relief includes the staying of pending lawsuits, the Lawsuits would be stayed. In addition, U.S. and Canadian courts, if necessary for the preservation of debtor assets or creditor interests in the period from the petition for recognition of proceedings until the point in time that such recognition comes into effect, can

issue an order of provisional relief, and thus it is highly likely that the Rehabilitation Debtors, by requesting recognition of the Rehabilitation Proceedings, will be released immediately upon filing the petitions from the burden of responding to the Lawsuits.

Furthermore, extending the effect of the Rehabilitation Proceedings to the United States and Canada will make it difficult for rehabilitation creditors in the United States and Canada to assert that the discharge effect of the Rehabilitation Proceedings does not have force over them, and will make it possible for rehabilitation creditors around the world to be treated fairly.

On the basis of the foregoing, seeking recognition of the Rehabilitation Proceedings in the United States and Canada will make it possible to avoid obstacles to the restructuring of Rehabilitation Debtor business, and to ensure the fair treatment among rehabilitation creditors around the world.

(5) Summary

On the basis of the foregoing, we believe that the necessity to file a petition for recognition of the Rehabilitation Proceedings (including provisional relief) in the United States and Canada is found.

2. Appropriateness of Seeking Recognition (including Provisional Relief) in the United States and Canada

As detailed above, not only it is highly necessary to seek recognition of the Rehabilitation Proceedings (including Provisional Relief) in the United States and Canada, but there is no other conceivable means of staying the Lawsuits, and there are essentially no legal downsides that would be suffered by the Rehabilitation Debtors to such request.

3. Designating TKJP as the Foreign Representative for the Rehabilitation Debtors

“Foreign Representative” means a person granted the authority to manage and operate the business of a debtor or act as representative of a debtor in a foreign insolvency proceeding (foreign from the perspective of the United States and Canada), and a debtor in possession, including a legal entity under foreign bankruptcy law, can also constitute a foreign representative. A foreign representative, after a petition is filed for recognition of a foreign insolvency proceeding, owes a duty to make reports and the like as appropriate on the status of such foreign insolvency proceeding.

TKJP has thorough knowledge of the business of the Rehabilitation Debtors, and, thus, TKJP can fully make appropriate reports and the like to U.S. and Canadian courts. In addition, designating TKJP as the joint foreign representative for the Rehabilitation Debtors will efficiently facilitate recognition and assistance procedures in the United States and Canada, rather than designating separate foreign representatives for each of the Rehabilitation Debtors.

III. Conclusion

On the basis of the foregoing, we hereby have submitted this application in light of the fact that it is necessary and appropriate to seek recognition of the Rehabilitation Proceedings in the United States in Canada and that designating TKJP as the joint foreign representative for the Rehabilitation Debtors is considered the most appropriate.

End of Document

We consent to the foregoing.

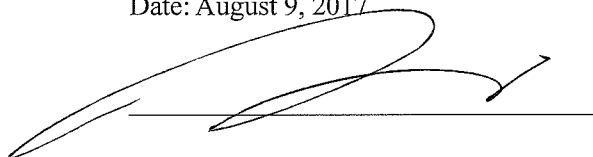
August 7, 2017

Supervisor: Katsuyuki Miyakawa, Attorney-at-Law

Certificate of Translation

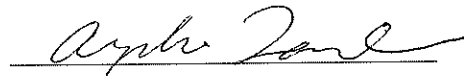
I, Tomohiro Okawa, Attorney-at-Law, hereby certify that this is a true and accurate translation from Japanese to English of the “Application for Consent (Request for Recognition of Civil Rehabilitation Proceedings with Foreign Courts)” with the supervisor’s consent for Case Nos. Heisei 29 (2017) (Sai) 20, 21 and 22 Case of Petition for Commencement of Civil Rehabilitation Proceedings.

Date: August 9, 2017

A handwritten signature in black ink, consisting of several loops and a final downward stroke, is written over a horizontal line.

Tomohiro Okawa

This is **Exhibit "B"** referred to in the
affidavit of **HIROSHI KASUYA**
sworn before me this
2 the day of October, 2017

A handwritten signature in cursive script, appearing to read "Alyce J. [unclear]", is written over a horizontal line.

A Commissioner for taking affidavits

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")**

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

**AFFIDAVIT OF HIROSHI SHIMIZU
SWORN JULY 28, 2017**

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

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SUPERIOR COURT OF JUSTICE
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**APPLICATION OF TK HOLDINGS INC. UNDER SECTION 46 OF THE
*COMPANIES' CREDITORS ARRANGEMENT ACT***

**AFFIDAVIT OF HIROSHI SHIMIZU
SWORN JULY 28, 2017**

I, Hiroshi Shimizu, of the City of _____, in _____ Prefecture, Japan, MAKE OATH AND SAY:

1. I am Executive Vice President and Executive Director of Takata Corporation ("**TKJP**"), and collectively with all of TKJP's direct and indirect subsidiaries, "**Takata**" or the "**Company**"). I began my career with Takata Kojo Corporation (the predecessor to TKJ Corporation, the majority shareholder of TKJP) in 1978. I have worked for Takata or its predecessors and affiliates, in various capacities, for 39 years. I have been a Director of TKJP since 2015.

2. In my roles with the Company, I have become familiar with the businesses, day-to-day operations, and financial affairs of TKJP and those other companies listed on Schedule "**B**" hereto (the "**Japanese Debtors**", and collectively with the Chapter 11 Debtors, the "**Debtors**"), and I have been closely involved in the Japanese Debtors' restructuring efforts to date.

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.

3. On June 27, 2017, Scott E. Caudill swore an affidavit (the “**Caudill Affidavit**”) in support of the application in Canada (the “**Canadian Recognition Proceedings**”) by TK Holdings Inc. (“**TKH**”), in its capacity as foreign representative (the “**U.S. Foreign Representative**”) of the Chapter 11 Debtors, pursuant to Part IV of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”) for orders, among other things, recognizing the proceedings commenced by the Chapter 11 Debtors in the United States Bankruptcy Court for the District of Delaware (the “**Chapter 11 Proceedings**”) as a “foreign main proceeding” and appointing FTI Consulting Canada Inc. (the “**Information Officer**”) as information officer (the “**Canadian Recognition Orders**”).

4. I have reviewed the Caudill Affidavit and adopt its contents.

5. On June 28, 2017, the Canadian Recognition Orders recognizing the Chapter 11 Proceedings were granted by this Court.

6. I swear this affidavit in support of the motion brought jointly by TKJP, in its capacity as foreign representative of the Japanese Debtors (the “**Japanese Foreign Representative**”), and the U.S. Foreign Representative for an Order (the “**Japanese Recognition Order**”), among other things:

- (a) Abridging and validating the time for service;
- (b) Adding the Japanese Debtors as applicants and Amending the Initial Recognition Order (Foreign Main Proceeding) issued by this Court on June 28, 2017 such that it:

- (i) Orders and declares that the Japanese Foreign Representative is a “foreign representative” as defined in s. 45 of the CCAA in respect of the petition commenced by the Japanese Debtors with the 20th Department of the Civil Division of the Tokyo District Court pursuant to Article 21(1) of the Civil Rehabilitation Act of Japan (the “**Japanese Proceedings**”);
 - (ii) Recognizes the Japanese Proceedings as “foreign main proceedings” as defined in section 45 of the CCAA; and
 - (iii) Extends the mandatory relief set out in section 48(1) of the CCAA to the Japanese Debtors;
- (c) Amending the Supplemental Recognition Order (Foreign Main Proceeding) issued by this Court on June 28, 2017 such that it:
- (i) Recognizes and gives full force and effect in all provinces and territories of Canada to certain provisions of the Japanese Court Orders (as defined below) made in the Japanese Proceedings;
 - (ii) Extends the mandate of the Information Officer, and the protections consequently granted to it, to the Japanese Debtors and the Japanese Proceedings; and
 - (iii) Extends the stays and protections consistent with the Model Supplemental Recognition Order in Ontario to the Japanese Debtors; and
- (d) If necessary, amending the Notice of Application to seek the above relief.

7. All capitalized terms used but not otherwise defined in this affidavit have the meanings given to them in the Caudill Affidavit.

I. THE JAPANESE DEBTORS

8. Each of the Japanese Debtors is a corporation organized under the laws of Japan. TKJP is a public company listed on the Tokyo Stock Exchange. As a result of the commencement of the Japanese Proceedings and related stock-market regulations of the Tokyo Stock Exchange, the shares of TKJP's common stock were de-listed on July 27, 2017.

9. TKJP is the parent company of the global Takata enterprise and directly controls 100% of the common equity of Takata Kyushu Corporation ("**TK9**") and Takata Service Corporation ("**TKS**", and collectively with TKJP and TK9, the "**Japanese Debtors**"). The entity referred to in paragraph 5 of the Caudill Affidavit as Takata Kyushi K.K. is the same as TK9.

II. THE JAPANESE PROCEEDINGS

Commencement and the Japanese Court Orders

10. On June 26, 2017, the Japanese Debtors commenced the Japanese Proceedings by filing a petition with the Japanese Court pursuant to Article 21(1) of the Civil Rehabilitation Act of Japan.

11. On June 26, 2017, the Japanese Court issued orders (the "**Supervisor Appointment Orders**") appointing Mr. Katsuyuki Miyakawa, a Japanese attorney, as the Japanese Debtors' supervisor (the "**Supervisor**"). Certified copies of the Supervisor Appointment Orders, with English translations, are attached hereto as **Exhibits "A" to "C"**.

12. On June 26, 2017, TKJP issued a press release providing notice that it had commenced the Japanese Proceedings. A true copy of the press release is attached hereto as **Exhibit "D"**.

13. On June 28, 2017, the Japanese Court issued orders (the “**Commencement Orders**”, and collectively with the Supervisor Appointment Orders, the “**Japanese Court Orders**”) approving the commencement of the Japanese Debtors’ proceedings under the Civil Rehabilitation Act. Certified copies of the Commencement Orders, with English translations, are attached hereto as **Exhibits “E” to “G”**.

14. On June 28, 2017, TKJP issued a press release providing notice of the Japanese Court Orders and outlining the schedule of the civil rehabilitation proceedings (as set out below). A true copy of the press release is attached hereto as **Exhibit “H”**.

15. Under the Japanese Court Orders, the Japanese Debtors are supervised by the Supervisor and cannot take any action that is considered outside of the ordinary course of business, including, but not limited to, initiating or pursuing any legal proceeding, without the consent of the Supervisor.

16. Under the current status of the Japanese Proceedings, the Supervisor does not have the authority to manage the assets of the Japanese Debtors. As a consequence, the current management of Takata remains in place and is allowed to continue to operate its business, subject to the limitations of the Japanese Court Orders and the Civil Rehabilitation Act, under which, among other things, a rehabilitation debtor shall have the obligation, vis-à-vis creditors, to continue to operate its business and conduct rehabilitation proceedings in a fair and sincere manner.

Authorization to Obtain Recognition

17. On July 28, 2017, the Supervisor, pursuant to the powers conferred upon him under the Civil Rehabilitation Act of Japan and the Japanese Court Orders, issued a consent that:

- (a) authorizes the Japanese Debtors to obtain recognition of the Japanese Proceedings and the Japanese Court Orders in: (i) the United States in the Chapter 11 Proceedings, and (ii) Canada in the Canadian Recognition Proceedings; and
- (b) appoints TKJP and authorizes TKJP to act as the foreign representative of the Japanese Proceedings (the “**Supervisor Consent**”).

A true copy of the Supervisor Consent, with English translation, is attached hereto and marked as **Exhibit “T”**.

Chapter 15 Proceedings

18. The Japanese Debtors have also initiated proceedings in the U.S. for recognition of the Japanese Proceedings as a “foreign main proceeding” pursuant to Chapter 15 of the U.S. Bankruptcy Code.

Japanese Claims Process

19. The Japanese Court Orders established the following schedule for the civil rehabilitation proceedings:

August 25, 2017	Deadline for filing proofs of rehabilitation claims
October 12, 2017	Submission deadline for inventory of assets and balance sheets.
October 30, 2017	Submission deadline for the statement of approval or disapproval
November 6 to November 13, 2017	Period to examine proofs of rehabilitation claims, etc.

November 27, 2017	Submission deadline for proposed rehabilitation plan
-------------------	--

20. The Chapter 11 Debtors have served notice of a motion in the Chapter 11 Proceedings to establish a claims and noticing process. I am advised by Heather Meredith, counsel for the U.S. Foreign Representative, that it is anticipated that the U.S. Foreign Representative will seek recognition of the claims and noticing process in the Canadian Recognition Proceedings after it is approved by the U.S. Court in the Chapter 11 Proceedings.

21. Since there is a substantial overlap among the potential creditors of the Chapter 11 Debtors and the Japanese Debtors, it is proposed that the notice to potential creditors in Canada will relate to both the Chapter 11 Proceedings and the Japanese Proceedings. In order to maximize the efficiency of these proceedings, the Japanese Foreign Representative is not seeking to recognize the portions of the Japanese Court Orders that establish the schedule for the rehabilitation proceedings at this time. It is expected that the Japanese Foreign Representative will bring a motion concurrently with the U.S. Foreign Representative after August 9, 2017 to seek recognition of the claims and noticing process that has been established in the Japanese Proceedings.

III. RECOGNITION OF THE JAPANESE PROCEEDINGS AND COMI

The Japanese Proceedings are Foreign Proceedings

22. The Japanese Foreign Representative seeks recognition of the Japanese Proceedings as “foreign main proceedings” pursuant to Part IV of the CCAA.

23. I am advised by Nobuaki Kobayashi at Nagashima Ohno & Tsunematsu, counsel to the Japanese Debtors in the Japanese Proceedings, that the Japanese Proceedings are judicial

proceedings that deal with creditors' collective interests generally under a law relating to bankruptcy or insolvency in which the Japanese Debtors' business and financial affairs are subject to control or supervision by the Japanese Court for the purpose of reorganization.

24. The Japanese Debtors are each facing an impending liquidity crisis due to insurmountable claims and liabilities arising out of or relating to the recalls of PSAN Inflators and vendor contraction that has occurred after publicity relating to a potential insolvency filing. While Takata does not have a chief place of business or head office in Canada, it has assets in Ontario in the form of retainers with professionals, including its counsel, McCarthy Tétrault LLP, which are held on behalf of each Debtor, including the Japanese Debtors.

COMI of Japanese Debtors is in Japan

25. The operations of the Japanese Debtors are headquartered at 2-3-14 Higashishinagawa, Shinagawa-ku, Tokyo, Japan, 140-0002 (the "**Japanese Head Office**"). Each of the Japanese Debtors is incorporated pursuant to the laws of Japan and has its registered head office in Japan. Specifically, TKJP and TKS have their registered offices at 2-12-31 Akasaka, Minato-ku, Tokyo, Japan. TK9 has its registered office at 2195-4 Oaza Befu, Higashitaku-machi, Taku-shi, Saga, Japan. The head offices for TKJP, TKS, and TK9 are located in the Japanese prefectures of Tokyo, Shiga, and Saga, respectively.

26. TKJP has been publicly listed in the First Section of the Tokyo Stock Exchange since 2006, although the shares were de-listed on July 27, 2017.

27. The Japanese Head Office is the nerve center of the Japanese Debtors' management, business, and operations. The following critical functions, among others, are performed for the Japanese Debtors out of the Japanese Head Office:

- (a) strategic operating decisions and key policy decisions;
- (b) human resources functions;
- (c) information technology and systems; and
- (d) corporate governance and all public company reporting and investor relations.

28. Furthermore, all of the officers and directors of the Japanese Debtors are based in Japan.

29. The Japanese Debtors operate seven manufacturing plants and one research and development facility in Japan, they have approximately 1,300 employees in Japan, and their principal assets are located in Japan. The Japanese Debtors do not directly conduct operations outside of Japan, nor do they have assets or employees outside of Japan.

30. Finally, many of the creditors of the Japanese Debtors are based in Japan. This includes TKJP's bank lenders, holders of its unsecured bonds, many of the vendors and suppliers that Takata utilizes in operating its eight facilities, and the Japanese-based OEMs with whom TKJP transacts.

Takata Does Not Have Any Canadian Operations

31. The Japanese Debtors do not have any operational presence in Canada. The Japanese Debtors do not operate any plants or R&D facilities in Canada or otherwise have any assets situated in Canada in the ordinary course of business, other than retainers with professionals. The Japanese Debtors do not have any employees in Canada, nor do they engage any independent contractors based in the country to sell their products to Canadian business.

Canadian Class Actions

32. TKJP has been named as a defendant in 14 proposed class proceedings in Canada (four of which have been dismissed, five of which are currently in abeyance and five of which (the “**Continuing Actions**”) have been consolidated into national class actions proceeding in Ontario (collectively, the “**Canadian Class Actions**”), none of which have a date scheduled to be certified. All of the Canadian Class Actions name TKH and TKJP as Defendants, but each names different OEMs. Some of the OEMs named in the Continuing Actions have issued crossclaims naming TKJP. TKJP has entered into tolling agreements with some of the OEMs named in the Continuing Actions.

33. The Continuing Actions have been stayed as against TKJP, on the basis that it had not attorned to the jurisdiction of the Ontario courts and the plaintiffs wished to move the cases forward rather than deal with the question of jurisdiction. The Continuing Actions assert an aggregate of CDN \$3.5 billion in damages.

Personal Injury Actions

34. TKJP is also a Defendant, along with TKH, in a personal injury action brought by Bryan Hallett in which CDN \$1.5 million in damages is claimed (the “**Hallett Action**”). Finally, it has come to the attention of TKJP that it is named as a defendant in a personal injury action commenced on June 19, 2017 by Desmond Gordon in which CDN \$1.0 million in damages is claimed (the “**Gordon Action**”). TKJP has not been properly served with the Statement of Claim in the Gordon Action and has not delivered any pleadings as a result. TKH is not a defendant in the Gordon Action. A true copy of the Statement of Claim in the Gordon Action is attached hereto as **Exhibit “J”**.

Canadian Competition Actions

35. TKH and TKJP, along with certain OEMs, are defendants in putative competition class actions in four (4) Canadian provinces (British Columbia, Ontario, Saskatchewan, and Quebec) (the “**Canadian Competition Actions**”). Attached hereto as **Exhibit “K”** is a chart summarizing the Canadian Competition Actions.

36. The Canadian Competition Actions purport to be on behalf of certain consumers in Canada whose claims relate to the sale of occupant safety systems, including airbags, seat belts, and steering wheels. In each of these actions, also named as defendants are certain of Takata’s competitors. The pleadings in the Canadian Competition Actions are voluminous. Attached hereto as **Exhibit “L”** as an example is the Statement of Claim in *Sheridan Chevrolet Cadillac Ltd. et al. v. Takata Corporation et al.*, Court File No. CV-13-472259-00CP.

37. The Canadian Competition Actions commenced in British Columbia, Ontario and Quebec are being pursued co-operatively by a consortium of plaintiffs’ counsel. No deadlines for class certification motions have been set in any of the actions.

No Other Foreign Proceedings

38. I am not aware of any other “foreign proceedings”, as that term is defined in the CCAA, in respect of the Debtors other than the Chapter 11 Proceedings in respect of the Chapter 11 Debtors and the Japanese Proceedings in respect of the Japanese Debtors. As noted above, recognition of the Japanese Proceedings is also being sought in the U.S. pursuant to Chapter 15 of the U.S. Bankruptcy Code.

39. The only potential Canadian creditors of the Japanese Debtors of which I am aware are the potential claimants in the Canadian Class Actions, the Canadian Competition Actions, the Hallett Action, the Gordon Action, and one Canadian law firm. It is intended that Canadian claimants will be treated in the same manner in the Japanese Proceedings as other similarly situated creditors of the Japanese Debtors. No separate claims process will be conducted in Canada.

Recognition of the Japanese Proceedings is Appropriate

40. On June 26, 2017, the Chapter 11 Debtors commenced the Chapter 11 Proceedings in the U.S. Concurrently, the Japanese Debtors commenced the Japanese Proceedings in Japan. On June 28, 2017, this Court recognized the Chapter 11 Proceedings and granted the U.S. Recognition Orders. The Japanese Debtors are seeking the same relief in this application.

41. The Japanese Proceedings and Japanese Court Orders, and the recognition of them in Canada, are appropriate and necessary for the protection of the Japanese Debtors' property. They are intended to maintain continuity of the Japanese Debtors' operations with minimal disruption or loss of productivity and value, while assisting the Japanese Debtors in their progress toward implementing the Global Transaction (as defined and described in the Caudill Affidavit). The Global Transaction is fair, equitable, and in the best interests of the Debtors' estates and the safety of the driving public.

42. If the Japanese Debtors were required to defend the Canadian Class Actions, the Canadian Competition Actions, the Hallett Action and the Gordon Action, the restructuring efforts of the Debtors would be undermined. The management and employees of the Japanese Debtors would be forced to direct time, energy and resources towards defending these

proceedings, taking away from their ability to negotiate and execute the Global Transaction and move forward with the Japanese Proceedings. Recognition of the Japanese Proceedings and the Japanese Court Orders and granting the relief requested herein is important and necessary for the restructuring and the protection of Takata's property. It is consistent with the interests of creditors to preserve and maximize value of that property.

43. Granting the relief sought in these recognition proceedings will allow the Japanese Debtors breathing room to continue to progress expeditiously towards consummation of the Global Transaction, considers the interests of and provides notice to potential creditors in Canada, and will assist with the implementation of the Global Transaction. Accordingly, I believe recognition by the Canadian Court of the Japanese Proceedings and the Japanese Orders is appropriate.

IV. APPROPRIATE TO AMEND RECOGNITION ORDERS

44. It is necessary for the efficient, expedient and equitable progress of the restructuring of the Debtors and the completion of the Global Transaction for the recognition proceedings with respect to Japanese Debtors to be combined with the recognition proceedings with respect to the Chapter 11 Debtors that have already been commenced in the Canadian Recognition Proceedings.

45. Each of the 14 Canadian Class Actions and the four Canadian Competition Actions name both TKH and TKJP as Defendants. The Hallett Action also names both TKJP and TKH. The only known potential creditors of TKJP that are not also potential creditors of TKH are one Canadian law firm and the plaintiff in the Gordon Action.

46. Since the overwhelming majority of known potential creditors of TKJP in Canada are also potential creditors of TKH, adding the Japanese Debtors as applicants in the existing Canadian Recognition Proceedings will reduce administrative inefficiency and ensure potential creditors are appropriately apprised of both the Chapter 11 Proceedings and the Japanese Proceedings.

V. INFORMATION OFFICER

47. This motion is supported by the Information Officer, which has consented to the proposed amendments to the Canadian Recognition Orders.

VI. NOTICE

48. I am advised by Jeffrey Rosenberg of the Information Officer that, in accordance with the Canadian Recognition Orders, the prescribed notice regarding the Chapter 11 Proceedings and the Canadian Recognition Proceedings was published once a week during the weeks of July 3, 2017 and July 10, 2017 in The Globe and Mail (National Edition) and National Post.

49. The proposed amendments to the Initial Recognition Order (Foreign Main Proceeding) provide that a similar notice regarding the Japanese Proceedings and the amendments to the Canadian Recognition Orders will be published once a week for two consecutive weeks in The Globe and Mail (National Edition) and National Post. I am advised by Heather Meredith of McCarthy Tétrault LLP that this is consistent with the notice requirements set out in section 53(b) of the CCAA.

50. I understand that this motion will be on notice to the proposed representative plaintiffs in the Canadian Class Actions and the Canadian Competition Actions and the plaintiffs in the Hallett Action and the Gordon Action through a copy of the motion materials being sent to

counsel of record. In addition, the Information Officer shall post the motion materials on the website it has established for the Canadian Recognition Proceedings. The Information Officer will also post the Japanese Recognition Order, if granted by the Court, and all orders of the Court and reports of the Information Officer in the future, among other things.

SWORN BEFORE ME at the City of)
Tokyo, Japan this)
24th day of August, 2017.)
)
)
)
)
)
)
Peter Gordon Armstrong)
LSUC No. 55745W)



HIROSHI SHIMIZU

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

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

Proceeding Commenced at Toronto

AFFIDAVIT OF HIROSHI SHIMIZU

(Sworn July 28, 2017)

McCarthy Tétrault LLP

Suite 5300, Toronto Dominion Bank Tower
Toronto ON M5K 1E6

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Email: pdavis@mccarthy.ca

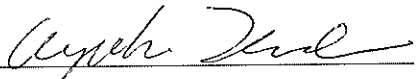
Trevor Courtis LSUC#: 67715A

Tel: 416-601-7643

Email: tcourtis@mccarthy.ca

Lawyers for the Foreign Representatives
16849582

This is **Exhibit "C"** referred to in the
affidavit of **HIROSHI KASUYA**
sworn before me this
2 the day of October, 2017


A Commissioner for taking affidavits

平成29年（再）第20号 再生手続開始申立事件

再生手続開始通知書

平成29年6月28日

東京地方裁判所民事第20部

裁判所書記官 伊 與 喜克郎

当裁判所は、平成29年6月28日午後5時、次の者について、下記事項のとおり再生手続を開始したので通知する。（申立日 平成29年6月26日）

東京都港区赤坂二丁目12番31号

再生債務者 タカタ株式会社

代表者代表取締役 高田 重久

再生債務者代理人弁護士 小林 信明

記

- 1 再生手続開始決定の主文
タカタ株式会社に対して再生手続を開始する。
- 2 再生債権の届出期間
平成29年8月25日まで
- 3 債権の一般調査期間
平成29年11月6日から平成29年11月13日まで
- 4 再生計画案の提出期間
平成29年11月27日まで
- 5 監督委員
東京都千代田区丸の内3丁目3番1号 新東京ビル225区
東京丸の内法律事務所
弁護士 宮川 勝之

事件番号 平成29年(再)第20号
再生債務者 タカタ株式会社

再生債権届出に関する説明書

上記債務者に対し、再生手続開始の決定がありましたので、再生手続開始決定通知書及び再生債権届出書用紙をお送りします。

債権の届出をする方は、下記の説明事項及び同封の記入例をご覧のうえ、届出期限までに同封の返信用封筒でお送りください。

《届出期限》 平成29年8月25日 必着

【届出及び認否の結果に関する問い合わせ先】

東京都品川区東品川二丁目3番14号 東京フロントテラス
タカタ株式会社 再生管理室

電話 03-6455-8404 F A X 03-6455-8426

*お問い合わせはできるだけF A Xをご利用ください。

注意事項

- 1 届出期間内に債権届出をしないと債権を失うことがあります。
- 2 債権者が届出をした、債権の内容及び議決権についての調査結果(認否)は、債務者が作成する『認否書』に記載されます。
認否書は、裁判所のほか、債務者の事務所や営業所等に備え置かれます。

【債権届出書の送り先】

〒140-0002 東京都品川区東品川二丁目3番14号 東京フロントテラス
タカタ株式会社 再生管理室 気付
東京地方裁判所平成29年(再)第20号事件書類受領事務担当

提出方法

- (1) 同封の再生債権届出書（〈裁判所用〉〈債務者用〉各1通）を一括して同封の返信用封筒で返送してください。
- (2) 代理人名義で届け出る場合は、委任状1通を添付のうえ（様式は適宜のもので結構です。）再生債権届出書の『代理人名』に記名押印してください。
- (3) 法人の場合であっても、資格証明書の添付は不要です。
- (4) 証拠書類の添付は不要です。ただし、再生債務者から求められた場合は、速やかに再生債務者宛に提出してください。
- (5) 保証人への請求等のため、債権届出日を明らかにしたい方は、配達証明郵便等を御利用ください。

記入要領

※記入例を参考に記入してください。

- (1) 債権者の表示
 - 〈個人の場合〉
 - ア 『印』に本人の印鑑（認印でも結構です。）を押してください。印鑑証明書の添付は不要です。
 - イ 『住所／本店所在地』に、現在の住所を記入してください。今後、裁判所からの通知はこの住所宛に郵送します。
 - 〈法人の場合〉
 - ア 『印』に法人の代表印を押してください。印鑑証明書の添付は不要です。
 - イ 『住所／本店所在地』に、登記簿記載の本店所在地を記入してください。
 - ウ 『営業所等の所在地』には、本件取引の窓口となっている営業所、事務所等が、①『本店所在地』と異なる場合はその所在地を必ず記入し、②『本店所在地』と同じ場合は「同上」にチェックしてください。
今後、裁判所からの通知は『営業所等の所在地』記載の住所宛に郵送します。
- (2) 利息金又は遅延損害金

開始決定日の前日までの部分は確定金額を記入してください。開始決定日以後の部分も届け出る場合、この部分は「額未定」となりますので、記入例のように□にチェックするだけで結構です。
- (3) 担保権付債権
 - ア 『担保権の実行で不足する見込額』については、できる限り、資料として、計算書や不動産評価書等を添付してください。担保設定が複数ある場合は、どの物件かが分かるように設定内容についての明細書を添付してください。
 - イ 担保権者は、担保権の実行で不足する見込額についてのみ議決権を行使することができます（民事再生法88条）。
『担保権の実行で不足する見込額』の記載がない場合や「額未定」と記載されている場合は、再生計画案の決議をする債権者集会時まで不足額が確定しない限り議決権額を0（ゼロ）として届け出たものと扱いますのでご注意ください。
- (4) 届け出る債権が、約定劣後再生債権（民事再生法35条4項）である場合は、その旨を『債権の種類』又は『債権の内容及び原因』に記入してください。

以上

＜債務者用＞

届出期限 平成29年8月25日
 調査期間 平成29年11月6日～平成29年11月13日

事件番号 平成29年(再)第20号

再生債務者 タカタ株式会社

再生債権届出書

平成 年 月 日 (届出書作成日)

東京地方裁判所民事第20部合議係 御中

債権者の表示

【住所/本店所在地】

〒

【営業所等の所在地】(法人のみ記入)

同上 〒

【氏名/名称】

印

【電話】

【代表者名】(法人のみ記入)

【事務担当者名】

【FAX】

※代理人名義で届け出る場合は、下欄を記入してください(委任状添付)。

【代理人住所】

【代理人電話】

【代理人名】

印

【代理人FAX】

債権届出額		合計		円
議決権の額		上記金額(ただし、87条2項、3項に該当する部分を除く。また、別除権付き債権の議決権額は後記のとおり。)		
進行番号	債権の種類 (例) 売掛金 貸付金 手形金	債権の金額 元金の残額をご記入ください。 複数口は、別紙明細目録にご記入ください。	約定利息金・遅延損害金 該当する□にチェックをつけてください。 開始決定の前日までは確定金額、 開始決定後は額未定分です。	
1		円	<input type="checkbox"/> 平成 年 月 日から 平成 年 月 日まで (利率年 %)	円
			<input type="checkbox"/> 開始決定後の金員	
2		円	<input type="checkbox"/> 平成 年 月 日から 平成 年 月 日まで (利率年 %)	円
			<input type="checkbox"/> 開始決定後の金員	
3		円	<input type="checkbox"/> 平成 年 月 日から 平成 年 月 日まで (利率年 %)	円
			<input type="checkbox"/> 開始決定後の金員	
4		円	<input type="checkbox"/> 平成 年 月 日から 平成 年 月 日まで (利率年 %)	円
			<input type="checkbox"/> 開始決定後の金員	

※ 届出書のコピーをお手元に保存されますと、問い合わせ等の際に便利です。

※ 複数口の債権及び手形金債権のある方は、次の欄にご記入ください。
 (記載欄が不足する場合は、この用紙をコピーなどして追加してください。)

債権明細目録 (前記進行番号 の 債権につき)

債権の種類	債権の金額	債権の内容及び原因
	円	
	円	
	円	
	円	
	円	

手形明細目録 (振出人が債務者以外の場合は、備考欄に振出人名を記入)

手形番号	額面金額	支払期日	振出日	金融機関名	備考

※ 前記の債権について、担保権のある方は、次の項目にご記入のうえ、説明書記載の資料を添付してください。複数口ある場合は、どの物件かが分かるようにして、担保権や債権の内容及び原因が分かる明細書を添付してください。

〔債権の種類〕 前記進行番号 の 債権

〔担保権の種類〕 抵当権 根抵当権 質権 商事留置権

その他 ()

〔担保権の実行で不足する見込額〕 合計 円 ※必ず記入してください

〔議決権額〕 上記金額又は確定した不足額が上記金額を超えるときは当該確定不足額

※ 前記の債権について、執行力ある債務名義をお持ちの方は、どの債権であるかを特定の上、その通数を記入し、写しを添付してください。

執行力ある債務名義あり (債権の種類:) 合計 通

＜裁判所用＞

届出期限 平成29年8月25日
調査期間 平成29年11月6日～平成29年11月13日

事件番号 平成29年(再)第20号

再生債務者 タカタ株式会社

再生債権届出書

平成 年 月 日 (届出書作成日)

東京地方裁判所民事第20部合議係 御中

債権者の表示

【住所／本店所在地】

〒

【営業所等の所在地】(法人のみ記入)

同上 〒

【氏名／名称】

印

【代表者名】(法人のみ記入)

【事務担当者名】

※代理人名義で届け出る場合は、下欄を記入してください(委任状添付)。

【代理人住所】

【代理人名】

印

裁判所記入欄

東京地方裁判所
民事第20部

平成 年 月 日
受 付

債権届出額		合計		円
議決権の額		上記金額(ただし、87条2項、3項に該当する部分を除く。また、別除権付き債権の議決権額は後記のとおり。)		
進行番号	債権の種類 (例) 売掛金 貸付金 手形金	債権の金額 元金の残額をご記入ください。 複数口は、別紙明細目録にご記入ください。	約定利息金・遅延損害金 該当する□にチェックをつけてください。 開始決定の前日までは確定金額、 開始決定後は額未定分です。	
		債権の内容及び原因 (記入例参照)		
1		円	<input type="checkbox"/> 平成 年 月 日から 平成 年 月 日まで (利率年 %) <input type="checkbox"/> 開始決定後の金員	円
2		円	<input type="checkbox"/> 平成 年 月 日から 平成 年 月 日まで (利率年 %) <input type="checkbox"/> 開始決定後の金員	円
3		円	<input type="checkbox"/> 平成 年 月 日から 平成 年 月 日まで (利率年 %) <input type="checkbox"/> 開始決定後の金員	円
4		円	<input type="checkbox"/> 平成 年 月 日から 平成 年 月 日まで (利率年 %) <input type="checkbox"/> 開始決定後の金員	円

※ 届出書のコピーをお手元に保存されますと、問い合わせ等の際に便利です。

※ 複数口の債権及び手形金債権のある方は、次の欄にご記入ください。
 (記載欄が不足する場合は、この用紙をコピーなどして追加してください。)

債権明細目録 (前記進行番号 の 債権につき)

債権の種類	債権の金額	債権の内容及び原因
	円	
	円	
	円	
	円	
	円	

手形明細目録 (振出人が債務者以外の場合は、備考欄に振出人名を記入)

手形番号	額面金額	支払期日	振出日	金融機関名	備考

※ 前記の債権について、担保権のある方は、次の項目にご記入のうえ、説明書記載の資料を添付してください。複数口ある場合は、どの物件かが分かるようにして、担保権や債権の内容及び原因が分かる明細書を添付してください。

〔債権の種類〕 前記進行番号 の 債権

〔担保権の種類〕 抵当権 根抵当権 質権 商事留置権

その他 ()

〔担保権の実行で不足する見込額〕 合計 円 ※必ず記入してください

〔議決権額〕 上記金額又は確定した不足額が上記金額を超えるときは当該確定不足額

※ 前記の債権について、執行力ある債務名義をお持ちの方は、どの債権であるかを特定の上、その通数を記入し、写しを添付してください。

執行力ある債務名義あり (債権の種類:) 合計 通

<債務者用>

事件番号 平成〇〇年(再)第〇〇〇号

再生債務者 株式会社〇〇〇〇

記入例

再生債権届出書

平成〇〇年〇〇月〇〇日(届出書作成日)

東京地方裁判所民事第20部合議係 御中

債権者の表示

【住所/本店所在地】

〒 100 - 0000

東京都〇〇区〇〇一丁目2番3号

【営業所等の所在地】(法人のみ記入)

同上 〒 100 - 0000 東京都〇〇区〇〇

1-2-4 〇〇ビル4階 〇〇営業所

【氏名/名称】

〇〇〇〇株式会社 印

【代表者名】(法人のみ記入)

東京太郎

【事務担当者名】

埼玉次郎

【電話】

03-1111-0001

【FAX】

03-1111-0002

裁判所記入欄

東京地方裁判所
民事第20部

平成 年 月 日
受 付

※代理人名義で届け出る場合は、下欄を記入してください(委任状添付)。

【代理人住所】

東京都△△区△△11-22-99

【代理人電話】

03-2222-0001

【代理人名】

千葉三郎 印

【代理人FAX】

03-2222-0002

債権届出額		合計	
		4,005,013 円	
議決権の額		上記金額(ただし、87条2項,3項に該当する部分を除く。また、別除権付き債権の議決権額は後記のとおり。)	
進行番号	債権の種類 (例) 売掛金 貸付金 手形金	債権の金額 元金の残額をご記入ください。 複数口は、別紙明細目録にご記入ください。 債権の内容及び原因 (記入例参照)	約定利息金・遅延損害金 該当する□にチェックをつけてください。 開始決定の前日までは確定金額、 開始決定後は額未定分です。
1	売掛金	2,500,000 円 平成〇年〇月〇日から平成〇年〇月〇日までの間の商品〇〇ほか	<input type="checkbox"/> 平成 年 月 日から 平成 年 月 日まで (利率年 %) 円 <input type="checkbox"/> 開始決定後の金員
2	貸金	500,000 円 平成〇年〇月〇日貸付、弁済期平成〇年〇月〇日、利率〇%	<input checked="" type="checkbox"/> 平成〇〇年〇〇月〇〇日から 平成〇〇年〇〇月〇〇日まで (利率年 %) 5,013 円 <input checked="" type="checkbox"/> 開始決定後の金員
3	手形金	1,000,000 円 別紙手形明細目録のとおり	<input type="checkbox"/> 平成 年 月 日から 平成 年 月 日まで (利率年 %) 円 <input type="checkbox"/> 開始決定後の金員
4		円	<input type="checkbox"/> 平成 年 月 日から 平成 年 月 日まで (利率年 %) 円 <input type="checkbox"/> 開始決定後の金員

※ 複数口の債権及び手形金債権のある方は、次の欄にご記入ください。
 (記載欄が不足する場合は、この用紙をコピーなどして追加してください。)

債権明細目録 (前記進行番号 1 の 売掛金 債権につき)

債権の種類	債権の金額	債権の内容及び原因
売掛金	1,000,000 円	平成○年○月○日から平成○年○月○日までの間商品○○ほか
売掛金	1,500,000 円	平成○年○月○日から平成○年○月○日までの間商品○○ほか
	円	
	円	
	円	

手形明細目録 (振出人が債務者以外の場合は、備考欄に振出人名を記入)

手形番号	額面金額	支払期日	振出日	金融機関名	備考
AB98682	500,000	○月○日	○月○日	○銀行○支店	
AB98693	500,000	○月○日	○月○日	○銀行○支店	

※ 前記の債権について、担保権のある方は、次の項目にご記入のうえ、説明書記載の資料を添付してください。複数口ある場合は、どの物件かが分かるようにして、担保権や債権の内容及び原因が分かる明細書を添付してください。

〔債権の種類〕 前記進行番号 2 の 貸金 債権

〔担保権の種類〕 抵当権 根抵当権 質権 商事留置権

その他 (

〔担保権の実行で不足する見込額〕 合計 400,000 円

担保権付債権についての不足見込額を記載してください。

〔議決権額〕 上記金額又は確定した不足額が上記金額を超えるときは当該確定不足額

※ 前記の債権について、執行力ある債務名義をお持ちの方は、どの債権であるかを特定の上、その通数を記入し、写しを添付してください。

執行力ある債務名義あり (債権の種類: 貸金) 合計 1 通

[English translation for reference purpose only]

Heisei 29 (2017) (sai) No. 20 Petition for Commencement of Rehabilitation Proceedings

Notice of Commencement of Civil Rehabilitation Proceedings

June 28, 2017

The 20th Civil Division of the Tokyo District Court
Court Clerk Yoshikatsuro Iyo

An order of commencement of civil rehabilitation proceedings for the entity below was issued at 5:00 pm on June 28, 2017 (The petition date is June 26, 2017). Accordingly we hereby inform you as follows:

Akasaka 2-12-31, Minato-ku, Tokyo

Rehabilitation Debtor Takata Corporation

Representative Director Shigehisa Takata

Attorneys-at-law representing the Rehabilitation Debtor Nobuaki Kobayashi

- 1 Main text of the order of commencement of civil rehabilitation proceedings
This Court commences rehabilitation proceedings with respect to Takata Corporation.
- 2 Deadline for Filing Rehabilitation Claims:
On or before August 25, 2017
- 3 Ordinary Period for Investigation of Claims:
From November 6, 2017 to November 13, 2017
- 4 Deadline for Submission of Proposed Rehabilitation Plan:
On or before November 27, 2017
- 5 Supervisor
Shin-Tokyo Building, Suite 225, 3-1, Marunouchi 3 chome, Chiyoda-ku, Tokyo
The Tokyo-Marunouchi Law Offices
Katsuyuki Miyakawa, Attorney-at-law

Case Number: Heisei 29 (2017) (sai) No. 20

Rehabilitation Debtor: Takata Corporation

Instructions for Filing Proof of Rehabilitation Claim

The Court hereby sends the “Notice of Commencement of Civil Rehabilitation Proceedings” and the “Proof of Rehabilitation Claim Form” to you since the order to commence the rehabilitation proceedings has been entered for the above Rehabilitation Debtor.

Please refer to the instructions below and the “Sample” enclosed herewith, and return the “Proof of Claim Form,” using the envelope enclosed herewith, by the deadline below to file your proof of claim.

Deadline for filing proof of claim: August 25, 2017

Note

1. You may be unable to participate in the rehabilitation proceedings if you fail to file a proof of claim form by the deadline.
2. The findings of the Rehabilitation Debtor’s examination (*i.e.*, approval or disapproval) of the rehabilitation claims and voting rights filed by creditors will be described in the “Claim Amount Accepted by the Rehabilitation Debtor” that will be prepared by the Rehabilitation Debtor, and kept at the Court and the Rehabilitation Debtor’s place of business.

Where to send the Proof of Claim Form

TOKYO FRONT TERRACE, 2-3-14 Higashishinagawa, Shinagawa-ku, Tokyo 140-0002

Takata Corporation, Civil Rehabilitation Office

Attn: Manager in Charge of Receipt of the Documents regarding the Case of Heisei 29 (2017) (sai) 20, Tokyo District Court.

How to file

- (1) Please return two copies of the Proof of Claim Form (one each for the Court and the Rehabilitation Debtor) using the envelope enclosed herewith.
- (2) If you file a proof of claim in the name of your legal representative, please affix the name and seal of the legal representative in the column “Name of Legal Representative” with a power of attorney attached.
- (3) You do not need to attach the certificate of qualification notwithstanding that you are a corporation.

[English Translation for Reference Purpose Only]

- (4) You do not need to attach the evidence on the rehabilitation claim at the time of filing; however, you need to submit the evidence promptly when requested by the Rehabilitation Debtor to do so.
- (5) Please file the proof of claim by certified mail of the date of delivery if you need to establish the date of filing of the same (*e.g.*, to exercise your rights against a guarantor).

How to fill out the form *Please refer to the “Sample” enclosed herewith

(1) Creditor’s Information

For Individuals

- (a) Please affix your seal (registered or unregistered) in the column “Seal.” You do not need to attach a certificate of the seal-impression.
- (b) Please fill in your current address in the column “Address.” The Court will send the relevant notifications to the address you specified there.

For Corporations

- (a) Please affix your representative’s seal in the column “Seal.” You do not need to attach a certificate of the seal-impression.
- (b) Please fill in the registered address of the principal place of business in the column “Address.”
- (c) In the column “Address of Business Office,” (i) please specify the address of the point of contact for this matter with the Rehabilitation Debtor, if such address is different from the address registered as the principal place of business, and (ii) please check the box “Same as above” if the addresses above are the same. The Court will send the relevant notifications to the address you specified there.

(2) Interest or Late Charge

Please specify the fixed amount of the interest or late charge for those accrued by the day before the Commencement Order. For interest or late charge that accrues on or after the date of the Commencement Order, please simply check the box as described in the “Sample” since the amount thereof has not been fixed.

(3) Secured Claim

- (a) For the “Deficiency Amount,” please attach the document(s) that demonstrates the estimated value of the security interests as far as possible, including, but not limited to, a calculation matrix and appraisal of a mortgaged real estate. If there are two or more security interests

[English Translation for Reference Purpose Only]

created for rehabilitation claims, please attach the description regarding which property is given as collateral for each security interest so that the Court and the Rehabilitation Debtor can identify them.

- (b) A secured creditor may exercise its voting right only for the estimated deficiency amount (unsecured amount) that cannot be satisfied by exercising the security interest (Article 88 of the Civil Rehabilitation Act). Please note that if there is no description on the “Deficiency Amount” or it is stated as “not fixed,” such creditor will be deemed to have filed its voting right amount as zero, unless the deficiency amount (unsecured amount) is determined by the date on which the creditors’ meeting to resolve a proposed rehabilitation plan is held.
- (4) If a filed claim falls under the category of the “consensually-subordinated rehabilitation claim” (Article 35, Paragraph 4 of the Civil Rehabilitation Act), please specify to that effect in either the column “Type of Claim” or “Basis for Claim.”

End of the Document

SAMPLE PROOF OF CLAIMS

事件番号 平成29年(再)第20号/ Case Number. Heisei 29 (2017) (Sai) 20

再生債務者 タカタ株式会社/ Rehabilitation Debtor Takata Corporation

再生債権届出書《記載例》

/PROOF OF REHABILITATION CLAIM [SAMPLE]

平成〇〇年〇〇月〇〇日 (届出書作成日/Date of Creation)

東京地方裁判所民事第20部 合議係 御中

/ To The 20th Civil Division of the Tokyo District Court

債権者の表示/ Creditor's Information

【住所/本店所在地/ Place of Domicile or Place of Head Office】

〒100-0000 (zip code) 1-2-3, 〇〇, 〇〇-ku, Tokyo

【営業所等の所在地/ Place of Business】

同上/ditto 〒100-0000 (zip code) 1-2-4, 〇〇, 〇〇-ku, Tokyo

【氏名/名称/ Name of Creditor】

〇〇〇〇 Inc.

(Seal)

【代表者名/ Representative】

東京太郎/ Taro Tokyo

【事務担当者名/ Person in charge】

埼玉次郎/ Jiro Saitama

※代理人名義で届け出る場合のみ、下の欄に記入してください (委任状添付)。

※Fill in the information of the legal counsel for the submission of this proof of claim, with Power of Attorney attached.

【住所/ Address】

1-1-2-2-99, △△, △△-ku, Tokyo

【代理人電話/ TEL】

03-2222-0001

【代理人名/ Name of Legal Counsel】

千葉三郎/ Saburo Chiba

(Seal)

【代理人FAX/ FAX】

03-2222-0002

裁判所使用欄
/COURT USE ONLY

【電話/ TEL】

03-1111-0001

【FAX】

03-1111-0002

届出債権額 (議決権行使額・内訳は下欄のとおり)

/Amount of Filed Rehabilitation Claim (the amount entitled to voting right and the breakdown of the amount as listed below)

合計/ Total 4,005,013 円/JPY

SAMPLE PROOF OF CLAIMS

進行 番号 / No.	債権の種類 / Type of claims (例) 売掛金 貸付金 手形金 / e.g. Trade receivable, Loan receivable, Bill	債権の金額 (元金の残額をご記入 ください。複数口は別紙明細目録 にご記入ください。) / Amount of Rehabilitation Claim (Please fill in the amount of the outstanding principal. If you have multiple types of claims, please fill in the Breakdown Table of Claims below.)	約定利息金・遅延損害金/ Interest and Late Charge (該当する <input type="checkbox"/> にチェックをつけ てください。決定の前日までは 確定金額、決定後は額未定分 です。/Check this box if any of them is relevant. Fixed amount for those accrued by the day before the Commencement Order, and unspecified amount for those on and after the date of Commencement Order)
	債権の内容及び原因 (記入例参照) / Cause for Claim		
1	売掛金 / Trade receivable	2,500,000 円/JPY ----- 平成〇年〇月〇日から平成〇年〇 月〇日までの間の商品〇〇ほか/ Trade of goods from [MM DD, YY] to [MM DD, YY]	<input type="checkbox"/> 月 日から 月 日まで (利率年 %) 円/ <input type="checkbox"/> from [MM DD, YY] to [MM DD, YY] (% per year) <input type="checkbox"/> 開始決定後の金員/ <input type="checkbox"/> Amount after Commencement Order
2	貸金 / Loan receivable	500,000 円/JPY ----- 平成〇年〇月〇日貸付、弁済期平 成〇年〇月〇日、利率〇%/ Date of loan, Repayment due-date, Interest rate %	<input checked="" type="checkbox"/> 平成〇〇年〇〇月〇〇日から 平成〇〇年〇〇月〇〇日まで (利率年〇%) 5,013 円/ <input checked="" type="checkbox"/> from 〇〇, 2017 to 〇〇, 2017] (% per year) <input checked="" type="checkbox"/> 開始決定後の金員 <input checked="" type="checkbox"/> Amount after Commencement Order
3		円 -----	<input type="checkbox"/> 月 日から 月 日まで (利率 %) 円 <input type="checkbox"/> 開始決定後の金員
4		円 -----	<input type="checkbox"/> 月 日から 月 日まで (利率 %) 円 <input type="checkbox"/> 開始決定後の金員

SAMPLE PROOF OF CLAIMS

※ 複数口の債権及び手形金債権のある方は、次の欄にご記入ください。

※ If you have multiple types of claims, please fill in the Breakdown Table of Claims below.

(記載欄が不足する場合は、この用紙をコピーなどして追加してください。/ Copy this sheet if the table below is insufficient.)

債権明細目録/ Breakdown Table of Claims (前記進行番号 1 の 売掛金 債権につき/
Regarding No. 1 claim above.)

債権の種類/ Type of claim	債権の金額/ Amount of claim	債権の内容及び原因/ Cause for claim
	円/JPY	
	円/JPY	
	円/JPY	
	円/JPY	
	円/JPY	

手形明細目録 (振出人が債務者以外の場合は、備考欄に振出人名をご記入ください。) / Breakdown Table of Bills (Please fill in the name of bill issuer in the column Notes below if such issuer is not the Rehabilitation Debtor.)

手形番号/ No. of Bill	額面金額/ Amount of Bill	支払期日/ Due date	振出日/ Date of Issuance	金融機関 (支払場所) Place of payment	備考/ Notes

※ 前記の債権について、担保権のある方は、次の項目にご記入のうえ、説明書記載の資料を添付してください。複数口ある場合は、担保目録を作成のうえ、添付してください。

※ Please fill in the information below if a claim is secured by a lien or any type of security and attach hereto required documents specified in “Instructions for Filing Proof of Rehabilitation Claim.” Please prepare the list of liens and/or securities and attach hereto if you have multiple liens/securities.

SAMPLE PROOF OF CLAIMS

[債権の種類/ Type of claim] 前記進行番号 2 の 貸金 債権
/ No. 2, Loan receivable above

[担保権の種類/ Type of security] 抵当権/ Mortgage
 根抵当権/ Revolving Mortgage
 質権/ Pledge 商事留置権/ Possessory Lien
 その他 () / Other ()

[担保権の実行で不足する見込額/ Deficiency Amount] 合計/ total 400,000円/ JPY

※ 前記の債権について、執行力ある債務名義をお持ちの方は、どの債権であるかを特定のうえ、その通数を記入し、写しを添付してください。

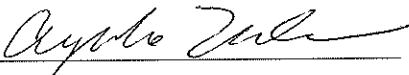
※ If you have a claim(s) with enforceable title of obligation with respect to the claims as listed above, please specify such claim(s), fill in the number of the titles and attach hereto those copies.

執行力ある債務名義あり [債権の種類 貸金]

/ Claim with enforceable title of obligation [Type of claim: Loan]

合計 1 通/ 1 in total

This is **Exhibit "D"** referred to in the
affidavit of **HIROSHI KASUYA**
sworn before me this
2 the day of October, 2017


A Commissioner for taking affidavits

Mailing Addresses for Canadian Creditors of TKJP

Canadian Class Actions

Des-Rosiers et al. v. Takata Corporation et al., CV-16-543767-00CP

Rick Des-Rosiers

c/o Sutts, Strosberg LLP
151 Bloor Street West
Toronto, Ontario M5S 1S4
Attention: Harvey Strosberg

With a copy to:

McKenzie Lake LLP
140 Fullarton Street, Suite 1800
London Ontario N6A 5P2
Attention: Michael Peerless

Stephen Kominar

c/o Sutts, Strosberg LLP
151 Bloor Street West
Toronto, Ontario M5S 1S4
Attention: Harvey Strosberg

With a copy to:

McKenzie Lake LLP
140 Fullarton Street, Suite 1800
London Ontario N6A 5P2
Attention: Michael Peerless

McIntosh v. Takata Corporation et al., CV-16-543833-00CP

John McIntosh

c/o Sutts, Strosberg LLP
151 Bloor Street West
Toronto, Ontario M5S 1S4
Attention: Harvey Strosberg

With a copy to:

McKenzie Lake LLP
140 Fullarton Street, Suite 1800
London Ontario N6A 5P2
Attention: Michael Peerless

Coles v. Takata Corporation et al., CV-16-543764-0CP

Gary Coles

c/o Sutts, Strosberg LLP
151 Bloor Street West
Toronto, Ontario M5S 1S4
Attention: Harvey Strosberg

With a copy to:
McKenzie Lake LLP
140 Fullarton Street, Suite 1800
London Ontario N6A 5P2
Attention: Michael Peerless

Mailloux v. Takata Corporation et al., CV-16-543763-00CP

Jeff Mailloux
c/o Sutts, Strosberg LLP
151 Bloor Street West
Toronto, Ontario M5S 1S4
Attention: Harvey Strosberg

With a copy to:
McKenzie Lake LLP
140 Fullarton Street, Suite 1800
London Ontario N6A 5P2
Attention: Michael Peerless

D'Haene et al. v. Takata Corporation et al., CV-16-543766-00CP

Donald D'Haene
c/o Sutts, Strosberg LLP
151 Bloor Street West
Toronto, Ontario M5S 1S4
Attention: Harvey Strosberg

With a copy to:
McKenzie Lake LLP
140 Fullarton Street, Suite 1800
London Ontario N6A 5P2
Attention: Michael Peerless

Keith Sanford
c/o Sutts, Strosberg LLP
151 Bloor Street West
Toronto, Ontario M5S 1S4
Attention: Harvey Strosberg

With a copy to:
McKenzie Lake LLP
140 Fullarton Street, Suite 1800
London Ontario N6A 5P2
Attention: Michael Peerless

Mary Salmon
c/o Sutts, Strosberg LLP
151 Bloor Street West
Toronto, Ontario M5S 1S4

Attention: Harvey Strosberg

With a copy to:
McKenzie Lake LLP
140 Fullarton Street, Suite 1800
London Ontario N6A 5P2
Attention: Michael Peerless

Beverley Cyr

c/o Sutts, Strosberg LLP
151 Bloor Street West
Toronto, Ontario M5S 1S4
Attention: Harvey Strosberg

With a copy to:
McKenzie Lake LLP
140 Fullarton Street, Suite 1800
London Ontario N6A 5P2
Attention: Michael Peerless

Arlene Stevenson

c/o Sutts, Strosberg LLP
151 Bloor Street West
Toronto, Ontario M5S 1S4
Attention: Harvey Strosberg

With a copy to:
McKenzie Lake LLP
140 Fullarton Street, Suite 1800
London Ontario N6A 5P2
Attention: Michael Peerless

Nidhi Prashar

c/o Sutts, Strosberg LLP
151 Bloor Street West
Toronto, Ontario M5S 1S4
Attention: Harvey Strosberg

With a copy to:
McKenzie Lake LLP
140 Fullarton Street, Suite 1800
London Ontario N6A 5P2
Attention: Michael Peerless

Mira Melien

c/o Sutts, Strosberg LLP
151 Bloor Street West
Toronto, Ontario M5S 1S4
Attention: Harvey Strosberg

With a copy to:

McKenzie Lake LLP
140 Fullarton Street, Suite 1800
London Ontario N6A 5P2
Attention: Michael Peerless

Josee Gaulin

c/o Sutts, Strosberg LLP
151 Bloor Street West
Toronto, Ontario M5S 1S4
Attention: Harvey Strosberg

With a copy to:

McKenzie Lake LLP
140 Fullarton Street, Suite 1800
London Ontario N6A 5P2
Attention: Michael Peerless

Pham v. Takata Corporation et al., CV-14-41719-00CP

John Pham

c/o Merchant Law Group LLP
Barristers and Solicitors
65 St Clair Ave E, Suite 800
Toronto, ON M2N 6K1
Attention: Roch Dupont

Khalid v. Takata Corporation et al., CV-15-529679-00CP

Bilal Khalid

c/o Merchant Law Group LLP
Barristers and Solicitors
65 St Clair Ave E, Suite 800
Toronto, ON M2N 6K1
Attention: Roch Dupont

Hayvren v. Takata Corporation et al., CV-15-63216-00CP

Michael Hayvren

c/o Consumer Law Group Professional Corporation
251 Laurier Ave., Suite 900
Ottawa, ON K1P 5J6
Attention: Jeff Orenstein

Alafogiannis v. Takata Corporation et al., CV-15-530703-00CP

Nikolaos Alafogiannis

c/o Rochon Genova LLP
121 Richmond St. W, Suite 900
Toronto, ON M5H 2K1
Attention: Joel Rochon

Rai v. Takata Corporation et al., S-148694

Reena Rai

c/o Garcha & Company
4603 Kingsway, Suite 405
Burnaby, BC V5H 4M4
Attention : K.S. Garcha

Loewenthal v. Takata Corporation et al., S-149072

Colin Loewenthal

c/o Garcha & Company
4603 Kingsway, Suite 405
Burnaby, BC V5H 4M4
Attention : K.S. Garcha

Covill v. Takata Corporation et al., QBG 2561/2014

Liesa Covill

c/o Merchant Law Group LLP
2401 Saskatchewan Drive
Regina, SK S4P 4H8
Attention: E.F. Anthony Merchant, Q.C.

Hall v. Takata Corporation et al., QBG 1284/2015

Dale Hall

c/o Merchant Law Group LLP
2401 Saskatchewan Drive
Regina, SK S4P 4H8
Attention: E.F. Anthony Merchant, Q.C.

Vitoratos et al. v. Takata Corporation et al., 500-06-000723-144

Eleni Vitoratos

c/o Consumer Law Group Inc.
4150 Ste. Catherine St. W, Suite 330
Montreal, QB H3Z 2Y5
Attention: Me. Jeff Orenstein

Canadian Competition Actions

Sheridan Chevrolet Cadillac Ltd. et al. v. Takata Corporation et al., Ontario Superior Court of Justice File No. CV-13-472259-00CL

Sheridan Chevrolet Cadillac Ltd.

c/o SOTOS LLP
Barristers and Solicitors
180 Dundas Street West, Suite 1200
Toronto, Ontario M5G 1Z8
Attention: David Sterns

With a copy to:
SISKINDS LLP
Barristers & Solicitors
680 Waterloo Street
P.O. Box 2520
London, ON N6A 3V8
Attention: Charles M. Wright

Pickering Auto Mall Ltd.

c/o SOTOS LLP
Barristers and Solicitors
180 Dundas Street West, Suite 1200
Toronto, Ontario M5G 1Z8
Attention: David Sterns

With a copy to:
SISKINDS LLP
Barristers & Solicitors
680 Waterloo Street
P.O. Box 2520
London, ON N6A 3V8
Attention: Charles M. Wright

Kate O'Leary Swinkels

c/o SOTOS LLP
Barristers and Solicitors
180 Dundas Street West, Suite 1200
Toronto, Ontario M5G 1Z8
Attention: David Sterns

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Barristers & Solicitors
680 Waterloo Street
P.O. Box 2520
London, ON N6A 3V8
Attention: Charles M. Wright

Fatly Samaha

c/o SOTOS LLP
 Barristers and Solicitors
 180 Dundas Street West, Suite 1200
 Toronto, Ontario M5G 1Z8
 Attention: David Sterns

With a copy to:
 SISKINDS LLP
 Barristers & Solicitors
 680 Waterloo Street
 P.O. Box 2520
 London, ON N6A 3V8
 Attention: Charles M. Wright

M. Serge Asselin v. Takata Corporation et al., Quebec Superior Court File No. 200-06-000158-132

M. Serge Asselin
 c/o SISKINDS, DESMEULES, S.E.N.C.R.L.
 Les Promenades du Vieux-Quebec
 43, rue De Buade, bureau 320
 Quebec (Quebec) G1R 4A2
 easier 15
 Attention: Me. Simon Hebert

Cindy Retallick and Jagjeet Singh Rajput v. Takata Corporation et al., Saskatchewan Queen's Bench Court File No. 988 of 2014

Cindy Retallick
 c/o MERCHANT LAW GROUP LLP
 2401 -100 Saskatchewan Drive
 Regina, Saskatchewan S4P4H8
 Attention: Roch Dupont

Jagjeet Singh Rajput
 c/o MERCHANT LAW GROUP LLP
 2401 -100 Saskatchewan Drive
 Regina, Saskatchewan S4P4H8
 Attention: Roch Dupont

Darren Ewert v. Takata Corporation et al., British Columbia Supreme Court File No. S132959

Darren Ewert
 c/o CAMP FIORANTE MATTHEWS MOGERMAN
 #400 - 856 Homer Street
 Vancouver, BC V6B 2W5
 Attention: Reidar Mogerman

Canadian Personal Injury Actions

Hallett v. Takata Corporation et al., CV-16-55579700CP

Bryan Hallett

c/o Merchant Law Group LLP
120 Adelaide St. W, Suite 1201
Toronto, ON M5H 1T1
Attention: Venessa Vuia

Gordon v. Takata Corporation et al., CV-17-577414

Desmond Gordon

c/o Maria Mikhailitchenko
Barrister and Solicitor
150 Consumers Road, Suite 505
Toronto, ON M2J 1P9

General Creditors**Stikeman Elliott LLP**

5300 Commerce Court West

199 Bay Street

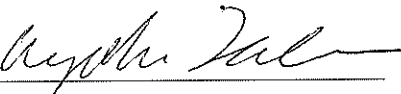
Toronto, ON M5L 1B9

Attention : Katherine Kay

This is **Exhibit "E"** referred to in the
affidavit of **HIROSHI KASUYA**

sworn before me this

2 the day of October, 2017



A handwritten signature in cursive script, appearing to read "Kiyoko Takahashi", is written over a horizontal line.

A Commissioner for taking affidavits



July 10, 2017

Updated on August 7, 2017

*Updated parts are underlined

Takata Corporation

Takata Kyushu Co., Ltd.

Takata Service Co., Ltd.

Q&A on Proof of Rehabilitation Claim

Q1: I have received a proof of claim form from the court. What should I do?

A1: If you hold claims against the Rehabilitation Debtor that arose from causes that occurred prior to the date of commencement of the civil rehabilitation (i.e., prior to June 28, 2017), please file a proof of claim.

Your proof of claim should be received no later than August 25, 2017. For details on matters such as how to fill out the proof of claim form and points of note, please refer to the enclosed Instruction for Filing Proof of Rehabilitation Claim or the sample proof of claim form.

As is mentioned in the answer to Q2, you do not need to file a proof of claim if the court has given its approval for exceptional repayment of your claim.

Q2: I understand that my claims will be paid in accordance with a court approval. Do I need to file a proof of claim?

A2: If you have been separately contacted about your claim(s) for which court approval is given for exceptional repayment and the entire sum of your rehabilitation claim will be paid in accordance with previously existing terms and conditions, you do not need to file a proof of your rehabilitation claim.

Q3: What will happen if I do not file a proof of claim?

A3: If you do not file a proof of claim, you may be unable to participate in the proceedings; therefore, please file a proof of claim no later than August 25, 2017.

Q4: How should I seal and stamp the proof of claim form?

A4: For individuals, unregistered seals are acceptable. For corporations, the representative's seal is required to be affixed thereon. Please refer to the notations on the sample enclosed with the proof of claim documents.

Q5: May I give my signature instead of seal and stamp? I do not have any seal or stamp.

A5: If you are not Japanese, and do not have your seal and stamp, you may give your signature instead of seal and stamp.

Q6: May I use English or other language instead of Japanese to fill in my proof of claim? I cannot read or write Japanese.

A6: Unfortunately, the proof of claim form must be filled in in Japanese language only, except your address and name (including corporate names).

Q7: Should I file only one proof of claim?

A7: Please return two copies of the proof of claim form in the envelope enclosed for their return—one for the Court, and the other for the Rehabilitation Debtor.

Q8: Do I need to file a proof of claim even for a claim of a small amount?

A8: Yes, you need to do so, even if the claim is small. As was mentioned above, if you do not file a proof of claim, you may be unable to participate in the proceedings.

Q9: I am a creditor, but I have not received a notice from the Court. Also, I am not listed on the list of creditors. What should I do?

A9: If you contact us with your name and mailing address, arrangements will be made for the notice to be sent to you.

Q10: I have no claims for which I need to file a proof of claim. Further, based on the foregoing information, I do not need to file a proof of claim, yet I received a proof of claim form. What should I do?

A10: Proof of claim forms were sent to those who might possibly have claims against Takata, so it is possible that parties who are not creditors were contacted. You do not need to file a proof of claim if you have no claim, or are a party to whom the Rehabilitation Debtor will make payments in accordance with a court approval.

Q11: May I use English or other language instead of Japanese for the Power of Attorney?

A11: Unfortunately, the Power of Attorney is required to be written in Japanese. You can find our SAMPLE POWER OF ATTORNEY with English translations on it at the following URL.

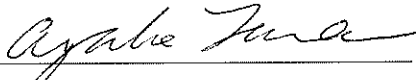
[URL] [http://www.takata.com/pdf/170809Power_of_Attorney.pdf]

Q12: I have received a proof of claim form from the court recently, but it is difficult for me to file a proof of claim by the deadline, August 25, 2017. May I file a proof of claim after August 25, 2017?

A12: Proof of Claims filed after the deadline are acceptable, if the delays in filings are caused by reasons that are not attributable to the creditors. Considering the circumstances of foreign creditors, Takata will make best efforts to ask the court to accept proof of claims from foreign creditors that are received by October 30, 2017.

End of document

This is **Exhibit "F"** referred to in the
affidavit of **HIROSHI KASUYA**
sworn before me this
2 the day of October, 2017

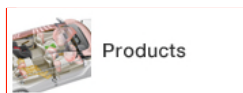

A Commissioner for taking affidavits

Japanese

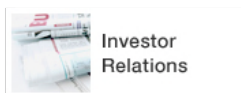
Chinese

We continue to make advancements everyday in the design and engineering of ground-breaking technologies for total safety systems that will make all future vehicles even safer.

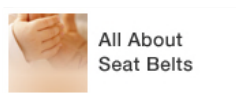
[Products](#)



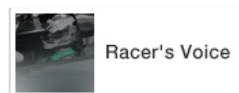
Products



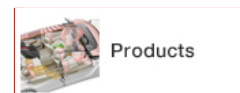
Investor Relations



All About Seat Belts



Racer's Voice



Products

At a meeting of Takata's board of directors on June 26, 2017, agreement was reached to commence civil rehabilitation proceedings, with application being made to the Tokyo District Court on the same day. Takata wishes to apologize to shareholders, creditors and others whose support the Company greatly values. For enquiries regarding the civil rehabilitation process, including instructions for filing creditor claims, please contact:

Takata Corporation Call Center

Tel. +81-3-6455-8404

Monday to Friday, 9:00am to 5:00pm Japan time.

Please click [here](#) to download the Commencement Notice and the Proof of Claim Form (for creditors who have not received these documents).

Takata Corporation apologizes to the driving public for the widespread concern and inconvenience caused as a result of our inflators.

U.S. drivers: We urge you to visit the [NHTSA website](#) to check if your vehicle is under recall, and to take immediate action if your vehicle is identified as requiring repair.

News

Back number

2017/08/07 **New** [Q&A on Proof of Rehabilitation Claim \(Updated on August 7, 2017\)](#)

2017/06/28 [Notice of Orders of Commencement for Civil Rehabilitation Proceedings](#)

2017/06/28 [Request for Information on Bondholders](#)

2017/06/26 [TAKATA CORPORATION AND KEY SAFETY SYSTEMS REACH AGREEMENT IN PRINCIPLE REGARDING SALE OF SUBSTANTIALLY ALL OF TAKATA'S ASSETS](#)

2017/06/26 [Notice on Acceleration of Bonds](#)

2017/06/26 [Notice on Petition for Commencement of Civil Rehabilitation Proceeding, etc.](#)

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

Proceeding Commenced at Toronto

AFFIDAVIT OF HIROSHI KASUYA

(Sworn October 2, 2017)

McCarthy Tétrault LLP

Suite 5300, Toronto Dominion Bank Tower
Toronto ON M5K 1E6

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Trevor Courtis LSUC#: 67715A

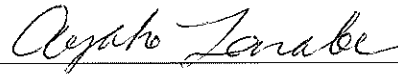
Tel: 416-601-7643

Email: tcourtis@mccarthy.ca

Co-Counsel to the Japanese Foreign
Representative
16918085

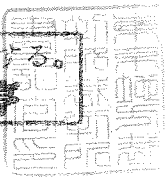
Tab B

This is **Exhibit "B"** referred to in the
affidavit of **HIROSHI KASUYA**,
sworn before me this
9th day of April, 2018

A handwritten signature in cursive script, reading "Aoyoko Terabe", written over a horizontal line.

A Commissioner for taking affidavits

本申請につき、平成30年2月26日 許可があったことを証明する。
前同日 東京地方裁判所民事第20部 裁判所書記官 加賀谷 亨



平成 29 年（再）第 20 号 再生手続開始申立事件

事業譲渡許可申立書
(民事再生法 42 条)

東京地方裁判所民事第 20 部御中

平成 30 年 1 月 22 日

再生債務者 タカタ株式会社

代理人弁護士 小林 信明



第 1 申立ての趣旨

再生債務者が、再生債務者の子会社であるタカタ九州株式会社(以下「TK9」という。)及びタカタサービス株式会社(以下、「TKS」という。)とともに、Joyson KSS Auto Safety S. A. 及びその子会社、関係会社(以下、個別に又は総称して「KSS」という。)に対して、①添付資料 1 の Japan Asset Purchase Agreement (以下、本変更契約を含むその後の変更も含み「Japan-APA」という。)、②添付資料 2 の First Amendment to Asset Purchase Agreement、③添付資料 3 の Second Amendment to Asset Purchase Agreement、及び④添付資料 4 の Third Amendment to Asset Purchase Agreement (以下、②乃至④を合わせて「本変更契約」という。)に基づき、再生債務者の一部事業を譲渡すること

につき許可を求める。

第2 申立ての理由

1 はじめに

再生債務者並びにその世界各国の子会社及び関連会社（以下総称して「再生債務者グループ」という。）は、相安定化硝酸アンモニウムを用いたインフレーター（以下「PSANインフレーター」という。）に関連する事業及び資産を除き、再生債務者グループがグローバルに行っている事業の実質的に全てをKSSに譲渡する予定である。かかるグローバルな事業譲渡は、再生債務者グループの事業のうち、①日本及びその他のアジア諸国等における事業の譲渡契約である Japan-APA、②米国、メキシコ及び南米等における事業の譲渡契約（以下「US-APA」という。）、③欧州等における事業の譲渡契約（以下「EMEA-APA」という。）、及び④再生債務者の中国子会社である Takata (Shanghai) Automotive Component Co., Ltd.（以下「TSAC」という。）における事業の譲渡契約（以下「TSAC-APA」という。今後締結予定である。）の4つの事業譲渡契約によって行われる予定である。そして、①Japan-APAについては平成29年11月16日付で締結済みであり、また、平成30年1月15日付で監督委員による同意を得ているため、本申立書において Japan-APA に基づく事業譲渡を再生計画外で行うことの許可（民事再生法42条1項）を求める次第である。

2 Japan-APA の締結に至る経緯

- (1) 再生債務者グループは、種々の製品、特に PSAN インフレーターを搭載したエアバッグ・モジュール（以下「本エアバッグ」という。）を製造し、自動車製造会社（以下「OEM」という。）に対して販売している。本エアバッグについては、ガスを発生させてエアバッグを膨張させる部品である PSAN インフレーターが破裂し、その部品の金属片による死亡事故等が生じるなど、PSAN インフレーターに関連する不具合が判明した。そのため、平成20年11月以降、各 OEM は、本エアバッグを搭載す

る車種について自主回収を含むリコールを実施し、その対象範囲も拡大していった。かかる状況を受けて、再生債務者の米国子会社である TK HOLDINGS INC.（以下「TKH」という。）は、平成 27 年 5 月及び 11 月、米国運輸省道路交通安全局（以下「NHTSA」という。）との間で、①本エアバッグ製品に関し追加的なリコールを実施すること、及び②TKH に対して 70 百万米ドルの民事制裁金を分割して支払う義務を課すこと等を主な内容とする同意指令（Consent Order）に合意した。国土交通省も、再生債務者に対し、その後まもなく日本国内の PSAN インフレーターに関するリコールを拡大することを指導した。再生債務者グループは、上記の一連のリコール（以下「本リコール」という。）に関連して OEM が負担した費用等について、OEM から求償権その他の権利（以下「本リコール債権」という。）を請求され、又は請求されることが想定されており、その額が増額することが見込まれた。また、本エアバッグの不具合に関連して、再生債務者に対し、損害の賠償等を求める多数の訴訟が提起され、かつ、今後も同様の訴訟を提起されることが予想された。

- (2) 再生債務者は、かかる状況を受けて、平成 28 年 2 月、再生債務者グループの再建計画を策定するため、事業再生の専門家 5 名から構成される外部専門家委員会（以下「SC」という。）を設置し、SC に対して再生債務者グループの再建計画の策定を委任した。SC は、再生債務者グループの最大の債権者であって、かつ、再生債務者グループが事業を継続する上で最も重要な取引先である OEM が、再生債務者グループによる製品の品質管理の観点から自力再建型ではなくスポンサー型の再建を希望したこと等に鑑み、再生債務者としてはスポンサーを選定することを決め、平成 28 年 5 月、再生債務者と協議の上、再生債務者グループのスポンサー選定を主導するフィナンシャル・アドバイザーとして、Lazard Frères & Co. LLC 及び Lazard Frères 株式会社（以下併せて「Lazard」という。）を選任した。SC

及びLazardは、再生債務者グループの事業がグローバルな規模で相互に深く関連しており、また、重要な取引先であるOEMもグローバルでの供給体制を要求していることから、再生債務者グループ全体の売却価値を最大化するためには、その事業全体（但しPSANインフレータに関連する事業及び資産を除く。）を一体として売却することが望ましいと判断し、再生債務者と協議のうえ、グローバルで単一のスポンサーを選定することとした。

- (3) Lazardは、平成28年6月、再生債務者グループに対して本リコール債権を有する主要なOEMの初期的な意向を聴取した上で、スポンサー候補者としてグローバルベースで40社に接触し、スポンサー候補を幅広く探索した。その後、Lazardの主導のもとで、多数のスポンサー候補が参加し、①再生債務者グループに対するデュー・ディリジェンス、②再生債務者グループの世界各国の工場施設等における現地訪問、③再生債務者グループによるマネジメント・プレゼンテーション、④スポンサー候補、OEM及び再生債務者グループのマネジメントが参加する会議を複数回行うなど、再生債務者グループのスポンサー選定手続が進められた。
- (4) 平成29年1月13日、再生債務者は、米国司法省（以下「DOJ」という。）との間で司法取引契約を締結し（以下「本司法取引」という。）、これに基づき本司法取引に記載された行為の被害者であるOEMを対象とした補償基金に850百万米ドル（以下「DOJ補償金」という。）を拠出する義務を負うこととなった。上記(2)のとおり、本司法取引の締結以前から再生債務者グループはスポンサーによる支援に基づいて再建することが想定されていたため、本司法取引上、かかるDOJ補償金の支払いは、スポンサー契約を平成30年2月27日までにクローリングしたうえで、当該クローリングから5日以内に行わなければならないものとされている。本司法取引上、再生債務者が、かかる拠出義務を上記期限までに履行することができない場合（当該拠出は、再生債務者の子会社・関連会社によって拠出す

ることも可能とされている。)には、米国司法省は本司法取引を解除することができ、米国司法省がかかる解除をした場合には、再生債務者グループに対して訴追を行う可能性があることに加えて、本司法取引によって和解的に解決した850百万米ドルの抛出金額を超える多額の罰金が科される可能性もある。そのため、再生債務者グループがDOJ補償金を支払うことは、そのグローバルな事業を一体として再生するために必要不可欠である。もともと、再生債務者グループはDOJ補償金を自ら支払う財源がないため、平成30年2月27日までに、グローバルな事業を一体として支援し得るスポンサーとの間でスポンサー契約のクロージングをして、DOJ補償金の金額を上回るスポンサー資金を受けることが不可欠となった。

- (5) SCは、平成29年2月3日、①KSSが、買収価格として他のスポンサー候補の提示価格を相当程度上回る最高かつ最良のオファー(highest and best offer)を提示したこと、②KSSは競争法上のリスクが他の有力なスポンサー候補と比較して低いため、スポンサー契約をより確実に実行することができると思われること、③KSSにおいてはデュー・ディリジェンスが相当程度進捗していること、及び④再生債務者グループの主要顧客であってスポンサーの顧客となるOEMにより構成されるカスタマーグループ(以下「CG」という。)が、KSSを推薦する旨の意思を示したこと等を踏まえて、再生債務者に対し、再生債務者グループのスポンサー候補としてKSSを推薦した。その後、再生債務者グループ、KSS及びOEMとの間で、再生債務者グループの事業をKSSに承継させるための契約条件に関する交渉が集中的に進められ、まずは、再生債務者及びKSSの間において、平成29年6月26日、再生債務者が再生手続開始の申立てを行う前に、再生債務者グループの資産及び事業の譲渡につき、法的拘束力のない基本合意が締結されるに至った。
- (6) 再生債務者が同日に再生手続開始の申立てを行った以降も、再生債務者グループ

は、KSS との間で最終契約締結に向けて協議・交渉を進め、再生債務者グループ及びKSSは、監督委員の同意を得たうえで、平成29年11月16日付でUS-APA及びEMEA-APAを締結した。また、Japan-APAについても監督委員の同意を得ることを停止条件として添付資料1の内容で同日付で締結済みであり、また、平成30年1月15日付で監督委員による同意を得ている状況である。

3 Japan-APA 締結の必要性

(1) Japan-APA に基づく事業譲渡を行うことが再生債務者の事業の再生のために必要であること（民事再生法42条）

前記2(1)のとおり、再生債務者グループは多額の本リコール債権の請求及び本エアバッグの不具合に関連する訴訟の提起を受けて財務的な危機に瀕しており、抜本的な事業再建を図る必要がある。そして、再生債務者グループの最大債権者であり、かつ、再生債務者グループの事業を継続する上で最も重要な取引先であるOEMは、再生債務者グループによる製品の品質管理及びグローバル供給体制の維持という観点から、グローバルな事業を売却できるスポンサー型の再建を支持している。また、再生債務者は本司法取引に基づき、KSSへの売却のクロージングを条件として850百万米ドルものDOJ補償金を拠出する義務を負っているところ、前記2(4)のとおり、再生債務者グループがDOJ補償金を支払うことはそのグローバル事業を再生するために必要不可欠であり、そのためにはスポンサーとの間で事業譲渡契約をクロージングし、DOJ補償金の金額を上回る事業譲渡代金の支払を受けることもまた不可欠である。

以上より、再生債務者グループがKSSとの間でJapan-APAに基づく事業譲渡を行うことは、再生債務者の事業の再生のために必要である（民事再生法42条）。

(2) 計画外事業譲渡による必要があること

前記2(4)のとおり、再生債務者グループは、本司法取引に基づき、平成30年2月

27日までにスポンサーとの間でスポンサー契約をクロージングし、かかるスポンサー契約のクロージングから5日以内にDOJ補償金を拠出する義務を負っている。一方で、再生債務者の再生計画案の提出期限は平成30年2月28日であるため、かかるDOJ補償金の履行期限を踏まえれば、再生計画に基づく事業譲渡を待つことはできず、計画外事業譲渡（民事再生法42条）によって早期に事業譲渡を実行する必要がある。

4 グローバルな事業譲渡全体の相当性

(1) KSSが公正な手続により適正にスポンサーとして選定されたこと

再生債務者グループのスポンサー選定手続は、前記2のとおり、SCの下で、事業再生局面におけるスポンサー選定について実績及び専門的知見のあるフィナンシャル・アドバイザーのLazardによって主導されたものである。また、SC及びLazardは、再生債務者のスポンサー候補者として考える候補者に広くグローバルで接触するとともに、再生債務者グループの最大の債権者であり、かつ、再生債務者グループの事業を継続する上で最も重要な取引先でもあるOEMにも、スポンサー候補者がほかにいるようであれば推薦するよう求めた。したがって、スポンサーの選定過程においては、適切かつ公平な手続が履践されているといえる。

また、最終的にスポンサーとして選定されたKSSは、買収価格として他のスポンサーによる提示価格を相当程度上回る最高価格である15億8800万米ドルを提示しており、かかる価格は本司法取引に基づく8億5000万米ドルの拠出義務を履行するに足りるものである。また、KSSは競争法上のリスクが他の有力なスポンサー候補と比較して低いため、グローバルの供給体制を維持したままでスポンサー契約をより確実に実行することができ、また、競争当局からの当該取引の承認に要する期間もより短期間となることが予想される。さらに、再生債務者グループは、OEMとの協議の結果、再生債務者グループの最大の債権者であってかつ主要顧客であるOEMはKSSへの事業譲

渡を支持していると理解している。加えて、KSS は、エアバッグ等の自動車安全部品をグローバルで製造・供給している会社であるため、再生債務者グループの事業を譲り受けて、事業を遂行する十分な能力を有しているといえる。

(2) グローバルな事業譲渡全体の構造

再生債務者グループは、PSAN インフレーターに関連する事業及び資産を除き、再生債務者グループがグローバルに行っている事業の実質的に全てを KSS に譲渡し、KSS は再生債務者グループのグローバルの事業を一体として取得する予定である。かかるグローバルな事業譲渡は、①日本及びその他のアジア諸国等における事業の譲渡契約である Japan-APA、②米国、メキシコ及び南米等における事業の譲渡契約である US-APA、③欧州等における事業の譲渡契約である EMEA-APA、及び④再生債務者の中国子会社である TSAC における事業の譲渡契約である TSAC-APA（前記 1 のとおり、今後締結予定である。）の 4 つの事業譲渡契約によって行われる予定である。KSS との取引がグローバルな性質を有するものであることに鑑み、これらの事業譲渡契約においては、他の事業譲渡契約上の実行条件が成就又は放棄されていることが、それぞれの事業譲渡の実行条件のうちの一つとされており、また、他の事業譲渡契約が解除された場合には、それぞれの事業譲渡契約も解除することができるものとされているため、実質的に一体としての契約をなす。

これらの事業譲渡のスキームについて、①Japan-APA における売主らは再生手続における計画外事業譲渡（民事再生法 42 条）の方法で行い、②US-APA における米国等における売主は米国における法的倒産手続である Chapter 11 における Chapter 11 Plan（民事再生法における再生計画に相応する。）に基づく資産譲渡（asset sale）の方法によって行い、③EMEA-APA 及び④TSAC-APA における売主については、私的整理の枠組みにおける事業譲渡によって行うことが想定されている。

KSS は、前記 2(1) のとおり、再生債務者グループが PSAN インフレーターの不具合に関連して本リコール及び訴訟の提起を受けていることを踏まえて、PSAN インフレーターに関連するリスクを KSS から遮断するために、再生債務者グループの法人のうち、(i) PSAN インフレーターの製造・流通・販売等に関係する法人については、PSAN インフレーターに関連する事業・資産・債権債務関係（潜在債務を含む。）を再生債務者グループに残す（すなわち KSS が承継しない）ことを前提とした事業譲渡の方法により PSAN インフレーターに関連しない事業を承継し、(ii) PSAN インフレーターの製造・流通・販売等に関係しない法人については株式譲渡の方法により法人そのものを承継することを要求した。また、KSS は、(iii) 再生債務者グループの法人のうち KSS にとって事業価値の乏しい一部の法人については承継対象から除外することを要求した。グローバルな事業譲渡における KSS への譲渡対象法人の確定及び譲渡方法については、上記の (i) 乃至 (iii) の KSS の要求を踏まえたものとなっており、再生債務者グループの各法人がどのように扱われているかについては添付資料 5 を参照されたい。

(3) 事業譲渡代金のグローバルな分配の合理性

前記 2(5) のとおり、再生債務者グループがグローバルで KSS から受け取る事業譲渡代金のベースとなる金額の総額（KSS がスポンサー手続の最終提案書において提案した金額）は、15 億 8800 万米ドル（以下「本事業譲渡代金総額」という。）である。再生債務者グループから KSS へのグローバルな事業譲渡は、前記 4(2) のとおり、Japan-APA、US-APA、EMEA-APA 及び TSAC-APA の 4 つの事業譲渡契約に基づいて行われるため、本事業譲渡代金総額は、これらの各事業譲渡契約に配分される必要がある。

各事業譲渡契約への譲渡金額の配分額の算出はフィナンシャル・アドバイザーである Lazard のサポートの下、また、KSS のフィナンシャル・アドバイザーである Jefferies LLC との合意に基づき算出された。かかる配分額の算出にあたって、まず、

①再生債務者グループのうち私的整理のもとで（株式譲渡ではなく）事業譲渡が行われる欧州・メキシコ・中国の各法人に関しては第三者専門機関が評価した公正市場価値を配分し（なお、第三者専門機関が評価した公正市場価値を採用することについてはKSSからの要望であった。）、②法的整理手続のもとで譲渡されるその他の法人（子会社の株式譲渡を含む。）に関しては、（i）本事業譲渡代金総額から①を控除した残額について、関係会社間の貸借やのれんの控除等の調整を行った後の調整後純資産について、グループ全体に占める割合に基づいてまず配分し、（ii）調整後純資産の割合に基づいて配分された金額が当該法人の清算価値を下回る場合には、清算価値に満つるまで、調整後純資産の割合に基づいて配分された金額が清算価値を上回る法人に配分された金額から、プロラタベースで、清算価値を下回る法人に対して再配分される。

このように、法的整理手続のもとで譲渡される法人については純資産を基準として配分を行っているが、これは再生債務者グループの事業譲渡後の事業計画が、KSSから開示されておらず、そのため事業計画をもとに算定した将来キャッシュ・フローに基づく配分が不可能である状況において、（i）純資産は直近の監査済み財務諸表に基づくものとして客観性があり、かつ、（ii）各法人ごとに数字を取得することができるため、譲渡代金の配分を行いやすいという利点があり、算定基準として合理性を有する。なお、本事業譲渡代金総額の配分の基準となった純資産は、監査済み財務諸表上の数値をそのまま使用したものではなく、各法人ごとの価値を正確に把握する観点から、連結調整額の調整やのれん等の控除等の調整を行った後の金額を基準としている。

かかる本事業譲渡代金総額のグローバルな配分の方法は、各事業譲渡契約において譲渡対象となる法人の価値に従って客観的になされたものであり、合理性を有する。

(4) DOJ 補償金のグローバルな分配の合理性

前記2(4)のとおり、再生債務者は、グループとして、DOJ との間で締結した本司法取引に基づき、OEM を対象とした補償基金に 850 百万米ドルの DOJ 補償金を拠出することを予定している。かかる DOJ 補償金を再生債務者グループのどの法人が拠出するかについてのグローバルな配分は、以下の基準に従って行われる。

- ① すなわち、まず、PSAN インフレーターを具備するエアバッグの製造・販売に関与している法人（以下「DOJ 補償金負担法人」という。）を特定し、DOJ 補償金の一部を負担させる。DOJ 補償金は、PSAN インフレーターを具備したエアバッグを購入した OEM の損害を補償するという性格を有することから、DOJ 補償金負担法人に DOJ 補償金を拠出させるのが合理的であると考えられる（DOJ 補償金負担法人間の具体的な配分方法については、②及び③に記載のとおり。）。
- ② DOJ 補償金負担法人のうち、再生債務者グループのうち各事業譲渡契約における主要売主（ultimate parent）である再生債務者、TK Holdings Inc.（以下「TKH」という。）、Takata Europe（以下「TKEUR」という。）、Takata AG（以下「TKAG」という。）及び Takata Sachsen GmbH（以下「TKSAC」という。）を除く各法人は、税負担や清算費用等の本件の取引に付随して要する費用を控除した後の本事業譲渡代金総額からの配分金額の全額を当該法人からの DOJ 補償金として拠出する。
- ③ そして、850 百万米ドルから上記各法人が拠出した DOJ 補償金を差し引いた残額については、DOJ 補償金負担法人のうち、再生債務者グループのうち各事業譲渡契約における主要な売主（ultimate parent）である再生債務者、TKH、TKAG 及び TKSAC が、PSAN インフレーターの出荷台数の割合に応じてプロラタベースで負担するものとされている。かかる DOJ 補償金の配分基準は、外部債権者を有する主要売主（ultimate parent）による負担額をできる限り減らすとともに、主要売主間においては PSAN インフレーターの出荷台数に応じて分配するものであり、合理

的であるといえる。

(5) RTK 関連費用のグローバルな分配の合理性

再生債務者グループとしてリコール支援を継続するために、一部の取引先からは、KSS への事業譲渡後においても PSAN インフレータの供給を継続することを求められており、特定の PSAN インフレータの継続的な供給が確保されることが再生債務者グループの再建の必須条件となっている。一方、前記 4(2)のとおり、KSS は PSAN インフレータに関係するリスク及び責任を遮断する観点から PSAN 関連資産は承継しないことを再生債務者グループのスポンサーとなることの前提としている。そのため、再生債務者は、グループに残る各法人（以下「RTK」という。）において PSAN 関連事業を継続する必要がある。

RTK が事業を継続するにあたっては、①PSAN インフレータの輸送・保管・廃棄に要する費用、②NHTSA 及び DOJ が PSAN 関連事業を監視するために設置されたモニターに関する費用、③DOJ 補償金の分配を実施するスペシャル・マスターに支払う費用、④ PSAN インフレータ製造のための設備投資費用、及び⑤乾燥剤入りインフレータの安全性検証のために要する人件費や間接費などの各種費用（以下総称して「RTK 関連費用」という。）の拠出が必要となる。RTK 関連費用については、以下の処理が想定されている。

すなわち、まず、①の PSAN インフレータの輸送・保管・廃棄に要する費用については、再生債務者グループ内において各地域別に負担するものとされている。その上で、再生債務者は、KSS への事業譲渡のクロージングまでの間に OEM から受領した PSAN インフレータの輸送・保管・廃棄に要する費用についてのみ負担するものとされており、クロージング後については、OEM が（OEM が自ら行うか、又は RTK に対して業務委託するかのいずれかの方法により）負担することが予定されている。また、②、③、

④及び⑤の各費用については、各事業譲渡契約における主要な売主である再生債務者、TKAM、TKH、TKEUR、TKSAC 及び TKAG が、それぞれの既存又は潜在的なリコールの対象である PSAN インフレータの出荷台数の割合に応じて負担するものとされている。加えて、KSS は、RTK に必要な費用に不足が生じた場合に、KSS、OEM、及び再生債務者グループにて別途締結した平成 29 年 11 月 16 日付 Backstop Agreement（その後の変更を含む。）に基づき、一定額を上限として RTK 関連費用の一部（同契約において PSAN Legacy Cost と定義されているもの）を負担することが想定されている。

なお、再生債務者が拠出した RTK 関連費用の再生計画上の取扱いについては後記 5(4)のキャッチアップルールを参照されたい。

かかる配分基準は、①の費用については各地域がそれぞれの地域において要する PSAN インフレータの輸送・保管・廃棄費用を負担するものであり、また、②、③、④及び⑤の各費用については、RTK 関連費用を実質的に再生債務者グループにて配分し、かつ、再生債務者グループ内においては、PSAN インフレータ関連事業に関する費用である RTK 関連コストを PSAN インフレータの出荷台数という客観的な基準に従って配分するものであり、合理的であるといえる。

(6) 小括

以上より、KSS とのグローバルな事業譲渡全体の枠組みは相当であるといえる。

5 Japan-APA に基づく事業譲渡の相当性

(1) Japan-APA の概要

Japan-APA は、前記 4(2)のとおり再生債務者グループから KSS に対するグローバルな事業譲渡の一環として、日本法人である再生債務者、TK9 及び TKS が売主となって、再生債務者グループの日本及びその他のアジア諸国等の事業を譲渡するものである。

Japan-APA の各条項の概要については添付資料 6 を参照されたい。

(2) Japan-APA 上の事業譲渡代金の相当性

Japan-APA 上の事業譲渡代金のうち再生債務者に対して支払われる金額のベースとなる金額は、本事業譲渡代金総額を前記 4(3)に記載した方法で割り付けた金額である約 3 億 1950 万米ドルである（以下「ベース事業譲渡代金」という。Japan-APA 3.1 条に定義されている“Individual Seller Base Price for TKJP”がこれに該当するが、3.2 条に規定されているとおり、一部の再生債務者グループ間における債権債務の取扱いや、専門機関による一部の再生債務者グループ法人の公正市場価格の評価によって事業譲渡金額が調整されたため、Japan APA 3.1 条に記載されている金額とは差異がある。）。ベース事業譲渡代金は、前記 4(1)のとおり公平なスポンサー選定手続において提示された最高金額である本事業譲渡代金総額を、前記 4(3)のとおり合理的な分配方法に従って割り当てられることにより算出されたものであり、適正なものといえる。

このうち再生債務者が実際に受領する金額（以下「調整後事業譲渡代金」という。）は、ベース事業譲渡代金から Japan-APA 第 3.1 条(ii)乃至(xii)に規定された以下の調整項目に基づき一定金額が控除された金額となる（なお、Regional Share Percentages、Cash Allocation Share 及び Purchase Price Share の定義、その他の詳細については添付資料 6 を参照されたい。）。

【ベース事業譲渡代金の調整項目】

- ① Japan-APA において株式譲渡の対象となる再生債務者の子会社が、Japan-APA の締結時点で負担している未払いの金融負債の合計額。なお、かかる未払債務は、Japan-APA のクロージング時点において、KSS が提供する資金を用いて弁済されるものとされている（Japan-APA 3.4 条）。

- ② Japan-APA において株式譲渡の対象となる再生債務者の子会社が、OEM との間で別途締結した OEM Settlement Agreement に基づき支払うべき金額の合計額。なお、かかる金額は、Japan-APA のクロージング時点において、KSS が再生債務者の子会社に代わって支払うものとされている (Japan-APA 3.3(d)条)。
- ③ Japan-APA において事業譲渡又は株式譲渡の対象となる法人が、OEM との間で別途締結した平成 29 年 6 月 26 日付 Accommodation Agreement (以下「Japan-AA」という。) に基づき、Japan-APA のクロージング日までに期限前弁済を受けた売掛金 (Japan-AA が存在しなければクロージング日までに受領できなかったものに限る。) の合計額 (ただし、TK9 又は TKS が期限前弁済を受けた売掛金債権に係る金額を除く。)
- ④ OEM が Japan-APA において事業譲渡又は株式譲渡の対象となる法人に対して Japan-AA に基づく機器オプションを行使した場合には、当該 OEM が行使に際して支払った金額 (ただし、TK9 又は TKS に対して行使された機器オプションに係る金額を除く。)
- ⑤ 再生債務者の事業譲渡に際して KSS に課税される税額。ただし、日本における消費税、中国における増値税、その他これに類する課税 (以下「VAT」という。) を除く。
- ⑥ 再生債務者の事業譲渡に際して KSS に課税される還付対象外の VAT の金額。なお、KSS はかかる控除金額を用いて再生債務者の事業譲渡に際して課税される還付対象外の VAT を自ら支払う。
- ⑦ 再生債務者グループとのグローバルな事業譲渡に際して KSS に課税される還付対象の VAT の総額のうち、Japan-APA の売主らに Regional Share Percentages に従って配分される金額について、再生債務者に Purchase Price Share に基づき配分される金額。なお、KSS はかかる控除金額を用いて再生債務者による事

業譲渡に際して課税される還付対象の VAT を自ら支払い、当該 VAT について実際に還付金を受領した場合には、再生債務者グループ及び KSS との間で別途締結する Regulatory Escrow Agreement に基づき設置される予定である Regulatory Escrow に当該還付金を預け入れるものとする。KSS は、再生債務者グループが競争法に違反したことに基づき各国の当局から課徴金その他の金額を支払うことを義務づけられた場合には、かかる金額のうち 1000 万米ドルを上回る金額について Regulatory Escrow 内の預入金より支払うことができる。KSS は、遅くとも各事業譲渡契約のクロージング後 30 ヶ月後には、Regulatory Escrow 内の預入金の残額を再生債務者グループに対して返還する（再生債務者グループ内が受領する還付金の配分は Regional Share Percentage による。）。

- ⑧ KSS に譲渡される現金及び現金等価物の合計額がグローバルで 4 億 3500 万米ドルを下回る場合には、当該差額のうち、Japan-APA の売主らに Cash Allocation Share に従って配分される金額について、再生債務者に Purchase Price Share に基づき配分される金額。なお、KSS に譲渡される現金及び現金等価物の合計額が 4 億 3500 万米ドルを上回る場合には、グローバルにおける合計額 5000 万米ドルを上限として、超過額について同様の計算方法に基づき配分される金額が再生債務者への事業譲渡代金に上乗せされる。
- ⑨ KSS がグローバルな事業譲渡のために負担した取引費用（上限 5000 万米ドル）のうち、Japan-APA の売主らに Regional Share Percentages に従って配分される金額について、再生債務者に Purchase Price Share に基づき配分される金額。このように、大規模な買収案件において買い手側が負担した専門家費用等の取引費用を負担することは、米国等の実務においても見られることがあり、再生債務者グループが KSS の負担した取引費用の一部を負担することは不合理とはいえない。

- ⑩ Japan-APA において事業譲渡又は株式譲渡の対象となる法人が、DOJ 補償金に関連して OEM により相殺を受けた場合、かかる相殺額（ただし、TK9 又は TKS に対して割り付けられるべき金額を除く。）。

上記の控除項目は、本来再生債務者グループが負担すべき金額を KSS が肩代わりして支払う場合や、当事者が前提としている企業価値評価に変動を生ずる事由が発生した場合等において、当該金額を一定の客観的基準に従って再生債務者グループ間で配分したうえでベース事業譲渡代金から控除するものであるから、いずれも相当なものである。また、後記 8(2) のとおり、再生債務者が KSS との事業譲渡を実行して調整後事業譲渡代金を受領した場合には、再生債務者が清算した場合の配当率を超える配当を再生債権者に対して行うことが可能である。したがって、Japan-APA 上の事業譲渡代金の定めは全体として相当なものといえる。

(3) 再生債務者による DOJ 補償金の負担の相当性

前記 2(4) のとおり、再生債務者グループは本司法取引に基づき、OEM を対象とした補償基金に 850 百万米ドルの DOJ 補償金を拠出することになっており、再生債務者はこのうち前記 4(4) 記載の基準で配分された金額である約 1 億 1320 万米ドル（以下「DOJ 補償金負担額」という。）を受領する譲渡代金から支払うものとされている（Japan-APA 3.3(a) 条）。かかる再生債務者による DOJ 補償負担額の支払いは、再生債務者グループのグローバルな事業を継続するために必要不可欠である DOJ 補償金の支払いについて、合理的な基準によって再生債務者グループ内で配分された金額を支払うものであるため、相当なものといえる。

また、OEM は、一般債権者としての配当に加え、本司法取引に基づいて設置される基金のもとで、DOJ 補償金からも補償を受けることが想定されている。そのため、再生計画において、債権者の公平かつ平等な取扱を確保するため、再生債務者による DOJ

補償金への拠出額は、OEM が再生債務者に対して有する再生債権の弁済とみなし、他の再生債権者が、その確定再生債権につき OEM と同様の割合まで再生計画による弁済を受けない限り、OEM はその再生債権について、再生計画からの弁済を受けられない旨の定め（キャッチアップルール）を設けることを予定しており、OEM もこれに合意している。かかる取扱いは、衡平の見地から、OEM 以外の他の債権者の利益をより保護することを図るものである。

(4) 再生債務者による RTK 関連費用の負担の相当性

前記 4(5) のとおり、再生債務者グループは RTK 関連費用を拠出する必要がある、再生債務者はそのうち一定の基準で配分された金額である約 4460 万米ドル（ただし、今後若干の増加が見込まれる。）を調整後事業譲渡代金から支払うものとされている（Japan-APA 3.3(c) 条）。かかる再生債務者による RTK 関連費用の支払いは、KSS への事業譲渡の前提となっている再生債務者グループにおける PSAN 事業の継続のために必要不可欠な費用について、合理的な基準によって再生債務者グループ内で配分された金額を支払うものであるため、相当なものといえる。

また、KSS に対する事業譲渡を支援する一環として、また、本事業譲渡許可に対する承認を取得するための条件として、OEM は、再生債務者が支払った RTK 関連費用の範囲で、再生債務者に対する再生債権について一部弁済を受けたものと見做すことに合意したため、再生計画においては、他の債権者が OEM と同様の割合まで再生計画による弁済を受けるまで、OEM は再生計画による弁済を受けられない旨の定め（キャッチアップルール）を設けることを予定している。かかる取扱いは、衡平の見地から、OEM 以外の他の債権者の利益をより保護することを図るものである。

(5) 従業員の処遇の相当性

KSS は、Japan-APA において、クロージング時に勤務している再生債務者の従業員の原則として全員（派遣社員、契約社員、及びアドバイザー等の臨時雇い従業員は除く）に対して、雇用のオファーを行うものとされており、その KSS による雇用条件（福利厚生制度を含む。）は事業譲渡前と同等以上のものとするものとされている。ただし、KSS への事業譲渡後においては、再生債務者グループが行っている事業のグローバルな本社機能は海外に移転することとなるため、再生債務者グループが事業譲渡前において有している東京の本社機能は縮小することを余儀なくされる。かかる観点から、KSS は、例外的に、本社機能に従事している従業員についてのみ、売主らと誠実に協議のうえで、雇用のオファーを行わないこともできるものとされている（Japan-APA 8.1 条）。実際にオファーを行わない従業員の範囲については、KSS が今後再生債務者との間で協議のうえで決定することが想定されている。

以上より、KSS は原則として再生債務者の従業員の雇用を引き継ぐものとされており、かつ、引き継がれる従業員の雇用条件は事業譲渡前と同様以上のものとするものとされているから、再生債務者の従業員は適切に保護されているといえる。

(6) 小括

以上より、Japan-APA の内容は相当なものといえる。

6 Japan-APA に基づく事業譲渡が実行される見込みであること

(1) 概要

Japan-APA の締結後、実際に Japan-APA に基づく事業譲渡が実行されるのは、① Japan-APA が Japan-APA 上規定された当事者の解除権に基づき解除されず、かつ、② Japan-APA に規定された事業譲渡実行の前提条件の全てが成就し、又は放棄された場合である。かかる解除権又は事業譲渡実行の前提条件のうち特に重要なもの（解除権）

は以下のとおりであるところ、これらの解除権はいずれも成就または放棄されたため、Japan-APA に基づく事業譲渡は実行される見込みであるといえる。

(2) Non-Consenting OEM からの同意取得

Japan-APA 上、KSS が OEM との間で将来のリスク分担について定めるために締結された一定の契約について、Japan-APA の締結時点においてはその契約当事者ではなかった OEM (以下「Non-Consenting OEM」という。)のうち一定の OEM が、平成 30 年 1 月 2 日までに新たに契約当事者として追加されない場合には、KSS は Japan-APA を解除することができるものとされている (Japan-APA 4.4(d)(ii))。しかしながら、現時点までに、かかる解除権は発生しないことが確定した。

(3) DOJ 及び NHTSA からの同意取得

再生債務者グループは同意指令及び本司法取引に基づきそれぞれ NHTSA 及び DOJ から事業遂行について監督を受けているところ、Japan-APA 上、KSS への事業譲渡後にはかかる監督の範囲を限定する旨の契約を KSS が DOJ 及び NHTSA との間で締結することが、事業譲渡実行の前提条件とされている (Japan APA 9.1(o))。かかる解除権には一定の行使期限が設けられていたところ、KSS は、DOJ 及び NHTSA との間でそれぞれ一定の合意に至ったことを理由としてその期限までに解除権を行使しなかったため、現時点においてはかかる前提条件は放棄されたものとみなされている。

(4) 小括

以上より、Japan-APA に基づく事業譲渡が実行される十分な見込みが存在する。

7 本変更契約について

Japan-APA については、Non-Consenting OEM に対して IRA の契約当事者として加わ

る合意を得るための期間を延長するための変更契約（平成 29 年 12 月 3 日付 First Amendment to Asset Purchase Agreement（添付資料 2）及び同月 25 日付 Second Amendment to Asset Purchase Agreement（添付資料 3）と、米国倒産裁判所の意見を受けていわゆる Break-Up Fee（Japan-APA 4.6 条）の金額を低額にするための変更契約（平成 30 年 1 月 15 日付 Third Amendment to Asset Purchase Agreement（添付資料 4））がそれぞれ締結されているが、これらの変更契約の内容はいずれも合理的であり、これを締結する必要性及び相当性が認められる。

8 Japan-APA に基づく事業譲渡を前提とした再生計画が認可される見込みであること

(1) KSS への事業譲渡の実行により見込まれる再生計画案の概要

再生債務者は、KSS への事業譲渡の実行を前提として、調整後事業譲渡代金から後記 8(2)に記載の一定金額を控除した残額を再生債権者に分配した上で解散・清算する旨の清算型再生計画を策定することを想定している。

想定している再生計画案が清算価値保障原則を満たすことは次項で述べるとおりであるが、再生計画案には、さらに OEM 以外の債権者の利益に配慮した一定の規定を置く予定である。すなわち、再生債務者は、前記 5(3)及び(4)のとおり、再生債務者は調整後事業譲渡代金から DOJ 補償金負担額及び RTK 関連費用を支払うことが想定されているが、そもそも、これらの支払は、再生債務者のグローバルな事業を再建してその事業価値を最大化し、債権者に対する弁済原資を最大化するものであって、全ての債権者の利益を確保するためには必要不可欠な支払である。もともと、衡平の見地から、OEM 以外の他の債権者の利益をより保護するために、再生計画においては、他の債権者が OEM と同様の割合まで再生計画による弁済を受けるまで、OEM は再生計画による弁済を受けられない旨の定め（キャッチアップルール）をおくことを予定しており、OEM もこれに合意している。

(2) 再生計画案が清算価値保障原則を満たすこと

再生債務者が KSS への事業譲渡を行わずに破産・清算する場合、添付資料 7 の財産査定書のとおり、配当原資の総額は約 101 億 2100 万円であり、再生債権の合計額は約 1 兆 755 億 6400 万円（ただし、かかる金額には、平成 29 年 8 月 25 日時点で PSAN インフレータに係るリコールの対象となっていない本リコール債権（以下「ガンマリコール債権」という。）に係る金額として約 2463 億 6500 万円が含まれている。）となるため、破産・清算配当率は約 0.94%となる。しかし、以下に述べるとおり、再生手続における一般債権者に対する弁済率はこれを上回っており、清算価値保障原則を満たすものと考えられる。破産手続や再生手続の実際の配当率（弁済率）は、①配当（弁済）の対象となる債権額と、②配当（弁済）原資額とによって決まることになる。

まず、①について検討すると、再生手続における弁済対象債権額は、現在、争われている債権が認められるかどうかなどによることになるが、基本的には、再生手続で認められる債権は、破産手続においても認められることとなると考えられる。ただし、ガンマリコール債権や DOJ の届出債権（DOJ 補償負担額を除く。）については、再生手続では、弁済の対象とならないことが想定されているが、破産手続ではそれらも配当の対象となるものと思われるから、破産手続では、再生手続と比較すると、配当（弁済）対象となる債権額は多いことになる。

次に、②について検討すると、破産における配当原資は、上記のように約 101 億 2100 万円である。これに対して、KSS への事業譲渡を行った場合の再生債権者への弁済原資は、(a) 調整後事業譲渡代金、(b) 再生債務者が事業譲渡前から有する余剰資金、及び (c) 資産超過の子会社である TK9 及び TKS から再生債務者が再生債権の支払い又は配当によって受領することが想定されている金額の合計額から、(d) 共益債権等の優先する金額を控除した残額となる。かかる金額は、現在の資金繰り見通しによ

れば 180 億円を超える金額（ただし、上記のキャッチアップルールを適用する結果、DOJ 補償金負担額（約 1 億 1320 万米ドル）及び RTK 関連費用（約 4460 万米ドル）の合計額（約 1 億 5780 万米ドル）については OEM の有する再生債権に対する弁済とみなされたと等しい結果になるので、OEM 以外の再生債権者は、OEM の上記合計額（約 1 億 5780 万米ドル）にかかる弁済率に至るまで優先的に弁済を受けることができる。）となることを見込まれている（1 ドルあたり 113 円として計算。ただし、上記の金額については現時点における予測に過ぎず、いずれの金額についても、今後の再生債務者グループ全体の資金繰り及び運営等によっては変動する可能性がある。）。したがって、再生計画による弁済の弁済率は、破産・清算配当率より高いものと想定され、KSS への事業譲渡を行った場合の再生計画における配当率が清算価値保障原則を満たすことは明らかである。

なお、再生債務者は、前記 5(3)及び(4)のとおり、キャッチアップルールを適用することが予定されているため、DOJ 補償金負担額及び RTK 関連費用の支払いが OEM 以外の再生債権者の配当率に影響を及ぼすことはないと考えられる。

(3) 再生計画案がその他の認可要件を満たすこと

前記(2)のほか、再生計画案が「法律の規定に違反」（民事再生法 147 条 2 項 1 号）する、「遂行される見込みがない」（同 2 号）、又は「再生債権者一般の利益に反する」（同 4 号）等の不認可要件に該当する事業は存在しない。

9 結語

以上より、Japan-APA に基づく事業譲渡を行う必要性・相当性が存在し、実際にかかる事業譲渡が実行される見込みであり、さらに事業譲渡を前提とした再生計画が認可される見込みである。したがって、本申立てに及ぶ次第である。

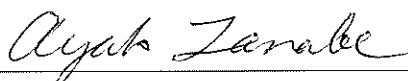
添付資料

- 1 Japan Asset Purchase Agreement
- 2 First Amendment to Asset Purchase Agreement
- 3 Second Amendment to Asset Purchase Agreement
- 4 Third Amendment to Asset Purchase Agreement
- 5 KSS への譲渡対象法人及び譲渡方法
- 6 Japan-APA の概要
- 7 財産評定書

以上

Tab C

This is **Exhibit "C"** referred to in the
affidavit of **HIROSHI KASUYA**,
sworn before me this
9th day of April, 2018

A handwritten signature in cursive script, reading "Ayub Zarabe", is written above a horizontal line.

A Commissioner for taking affidavits

I hereby certify that this Petition was approved on February 26, 2018. February 26, 2018 Toru Kagaya, Registrar of Tokyo District Court, 20th Civil Division (seal)
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2017 (sa) No.20: Case of Petition for Commencement of Rehabilitation Proceedings

Petition for Approval for Business Transfer
(Article 42 of the Civil Rehabilitation Act)

To: Tokyo District Court, 20th Civil Division

January 22, 2018

Rehabilitation Debtor: Takata Corporation

Attorney for the Rehabilitation Debtor:

Attorney-at-Law, Nobuaki Kobayashi

I. Approval Requested

The rehabilitation debtor, together with Takata Kyusyu Corporation (“**TK9**”) and Takata Service Corporation (“**TKS**”) (each respectively a subsidiary of the said rehabilitation debtor), seeks approval to transfer part of the business of the rehabilitation debtor to Joyson KSS Auto Safety S.A. and its subsidiaries and affiliates (individually or collectively, “**KSS**”), based on (1) Attachment 1, the “Japan Asset Purchase Agreement” (including the Amendment Agreements and the further amendments thereafter, the “**Japan-APA**”); (2) Attachment 2, the “First Amendment to Asset Purchase Agreement;” (3) Attachment 3, the “Second Amendment to Asset Purchase Agreement;” and (4) Attachment 4, the “Third Amendment to Asset Purchase Agreement” (hereinafter, (2) through (4) shall be collectively referred to as the “**Amendment Agreements**”).

II. Reasons

1. Introduction

The rehabilitation debtor and its subsidiaries and affiliates in different countries throughout the world (collectively, the "**Rehabilitation Debtor Group**") plans to transfer to KSS substantially all of the business globally operated by the Rehabilitation Debtor Group, except for the assets and business pertaining to the inflator using phase-stabilized ammonium nitrate (the "**PSAN Inflator**"). Such global business transfer will be conducted by means of four (4) business transfer agreements, i.e., (1) the Japan-APA, which is the agreement of the business transfer in Japan and other Asian countries, etc.; (2) the agreement of the business transfer in the United States, Mexico, South America, etc. (the "**US-APA**"); (3) the agreement of business transfer in Europe, etc. (the "**EMEA-APA**"); and (4) the agreement of the business transfer of Takata (Shanghai) Automotive Component Co., Ltd. ("**TSAC**"), a Chinese subsidiary of the rehabilitation debtor (the "**TSAC-APA**," which is scheduled to be executed hereafter). Further, (1) Japan-APA was executed on November 16, 2017 and consented by the Supervisor on January 15, 2018. Therefore, a petition is hereby made to seek approval to be granted to transfer the business based on the Japan-APA outside of the rehabilitation plan (Article 42 (1) of the Civil Rehabilitation Act).

2. Background of the execution of the Japan-APA

(1) The Rehabilitation Debtor Group manufactures, among other products, airbag modules (the "**Airbag(s)**") that include the PSAN Inflators and sells them to original equipment manufacturers of automobiles (the "**OEMs**"). With respect to the Airbag, defects pertaining to the PSAN Inflator had been identified, including the occurrence of fatal accidents, etc., caused by metal shards shooting out of rupture of PSAN Inflators which are the components to inflate the airbags by generating gas. Consequently, on and after November 2008, the OEMs initiated recalls

including voluntary remedy programs with regards to the vehicles that installed the Airbag, eventually expanding the coverage thereof. Pursuant to such circumstance, TK HOLDINGS INC. (“TKH”), a U.S. subsidiary of the rehabilitation debtor, agreed to the Consent Order between the United States Department of Transportation, National Highway Traffic Safety Administration (the “NHTSA”) in May and November 2015, in substance to (1) conduct additional recalls with respect to the Airbags; and to (2) impose against TKH the duty to pay a civil penalty in the amount of 70 million U.S. dollars in installments, etc. Shortly thereafter, the Ministry of Land, Infrastructure, Transport and Tourism of Japan also instructed the rehabilitation debtor to expand the recall regarding the PSAN Inflators in Japan. The OEMs have claimed, or it was assumed that they would claim, the right to indemnification and other rights (the “Recall Claims”) against the Rehabilitation Debtor Group pertaining to the expenses, etc., incurred by the OEMs in relation to the series of abovementioned recalls (the “Recalls”), and the amount thereof was expected to increase. Further, in relation to the Airbag defects, numerous judicial actions have been filed, and it was expected that similar judicial actions would be filed in the future, against the rehabilitation debtor.

(2) In light of such circumstances, in February 2016, in order to develop a restructuring plan for the Rehabilitation Debtor Group, the rehabilitation debtor established an external steering committee (the “SC”) consisting of five (5) experts in restructuring and entrusted the SC to develop a restructuring plan for the Rehabilitation Debtor Group. Considering that the OEMs are the largest creditors of the rehabilitation debtor and the most significant business partners for the Rehabilitation Debtor Group to continue its business, the rehabilitation debtor desired a sponsored-type restructuring as opposed to an unaided-type restructuring in order to maintain quality control over the products of the Rehabilitation Debtor Group, the SC decided to select a

sponsor, and appointed Lazard Frères & Co. LLC and Lazard Frères K.K. (collectively, "**Lazard**") as a financial advisor to take initiative in the selection of a sponsor for the Rehabilitation Debtor Group in May 2016 after consultation with the rehabilitation debtor. Taking into account the fact that the businesses of the Rehabilitation Debtor Group are closely associated with each other on a global scale and the OEMs being the significant business partners had requested a global supply system, SC and Lazard estimated that, in order to maximize the sales value of the Rehabilitation Debtor Group as a whole, it was preferable to sell the business altogether as a whole (except for the business and assets related to production of PSAN Inflators), and, after consultation with the rehabilitation debtor, SC and Lazard decided to select a single sponsor on a global scale.

(3) In June 2016, after hearing the initial intention from major OEMs holding Recall Claims against the Rehabilitation Debtor Group, Lazard broadly sought for sponsor candidates by contacting forty (40) companies on a global basis. Subsequently, under Lazard's initiative, a large number of sponsor candidates participated and the procedure for selecting the sponsor for the Rehabilitation Debtor Group was conducted, including (1) due diligence of the Rehabilitation Debtor Group; (2) on-site visits to the plant facilities, etc., of the Rehabilitation Debtor Group in various countries around the world; (3) management presentations by the Rehabilitation Debtor Group; and (4) holding multiple meetings with participation of the sponsor candidates, OEMs and management from the Rehabilitation Debtor Group.

(4) On January 13, 2017, the rehabilitation debtor entered into a plea agreement with the United States Department of Justice (the "**DOJ**") (the "**Plea Agreement**"). Based on the Plea Agreement, the rehabilitation debtor became obligated to pay 850 million US dollars (the "**DOJ Restitution**

Award") to the restitution fund for the benefit of the OEMs who were the victims of the conducts and acts stated in the Plea Agreement. As stated in (2) above, since prior to the execution of the Plea Agreement, it was contemplated that the Rehabilitation Debtor Group is restructured with sponsor's support. Therefore, the Plea Agreement stipulates that the rehabilitation debtor shall close the sponsorship agreement by February 27, 2018 and pay the DOJ Restitution Award within five (5) days from the said closing. Under the Plea Agreement, if the rehabilitation debtor is not able to fulfill the duty of making the said payment, which payment may be supported by the rehabilitation debtor's subsidiaries and affiliates, before the said due date, the DOJ may cancel the Plea Agreement, and in this event, the DOJ may bring a legal action against the Rehabilitation Debtor Group, and a significant amount of penalty exceeding 850 million US dollars (which was decided upon through reconciliation under the Plea Agreement) may be imposed on the Rehabilitation Debtor Group. Accordingly, the Rehabilitation Debtor Group's payment of the DOJ Restitution Award is indispensable for restructuring the global business thereof as a whole. Concurrently, since the Rehabilitation Debtor Group has insufficient financial resources to pay the DOJ Restitution Award by itself, it became necessary for the Rehabilitation Debtor Group to close the sponsorship agreement with a sponsor who would be able to support the global business as a whole, in order to receive funds from the sponsor in an amount exceeding the DOJ Restitution Award.

(5) On February 3, 2017, SC recommended KSS to the rehabilitation debtor as a sponsor candidate for the Rehabilitation Debtor Group, considering that: (1) KSS proposed the highest and best offer concerning the purchase price, considerably exceeding the price offered by other sponsor candidates; (2) it appeared that there was more certainty for KSS to perform the sponsorship agreement since KSS has lower antitrust risk than other contending sponsor

candidates; (3) KSS is considerably ahead with the due diligence process; and (4) the OEMs that constitute the Customer Group, who are major customers of the Rehabilitation Debtor Group and customers of the sponsor, expressed their support for KSS, among other facts. Subsequently, the Rehabilitation Debtor Group, KSS and the OEMs intensively negotiated focusing on the terms and conditions of the agreement for KSS to assume the business of the Rehabilitation Debtor Group, and the rehabilitation debtor and KSS made the first step by reaching a basic, non-binding agreement on June 26, 2017 with regard to the transfer of the assets and business of the Rehabilitation Debtor Group, prior to the filing of the petition for commencement of rehabilitation proceedings by the rehabilitation debtor.

(6) After the rehabilitation debtor filed the petition for commencement of rehabilitation proceedings on the same day, the Rehabilitation Debtor Group advanced the consultations and negotiations with KSS aiming to execute final agreements and, after obtaining consent from the Supervisor, the Rehabilitation Debtor Group and KSS entered into the US-APA and EMEA-APA on November 16, 2017. Moreover, the Japan-APA as set out in Attachment 1 was also executed on the same day subject to the consent by the Supervisor, and such consent was subsequently obtained from the Supervisor on January 15, 2018.

3. Necessity to execute the Japan-APA

(1) It is necessary to transfer the business under the Japan-APA for rehabilitation of the rehabilitation debtor's business (Article 42 of the Civil Rehabilitation Act)

As stated in 2 (1) above, it is necessary for the Rehabilitation Debtor Group to seek drastic business restructuring since the Rehabilitation Debtor Group faces a financial crisis due to being subject to the considerable amount of claims pertaining to the Recall Claims and the filings of

judicial actions in relation to the Airbag defects. The OEMs who are the largest creditors of the Rehabilitation Debtor Group and the most significant business partners of the Rehabilitation Debtor Group for the continuation of business thereof support a sponsored-type restructuring which enables the Rehabilitation Debtor Group to be sold as a global business, from the point of view of the quality control of the products and the maintenance of the global supply system of the Rehabilitation Debtor Group. Furthermore, since the rehabilitation debtor is obligated to make payment of the DOJ Restitution Award in the amount of 850 million US dollars under the Plea Agreement as a condition to closing the sale to KSS, as stated in 2 (4) above, the Rehabilitation Debtor Group's payment of the DOJ Restitution Award is indispensable for restructuring the global business thereof. For this purpose, it is also necessary to close the business transfer agreement with the sponsor in order to receive the purchase price exceeding the amount of the DOJ Restitution Award.

Hence, it is necessary for the Rehabilitation Debtor Group to transfer its business to KSS under the Japan-APA for rehabilitating the rehabilitation debtor's business (Article 42 of the Civil Rehabilitation Act).

(2) It is required to transfer the business outside the plan

As stated in 2 (4) above, under the Plea Agreement, the Rehabilitation Debtor Group is obligated to close a sponsorship agreement with a sponsor before February 27, 2018 and to make payment of the DOJ Restitution Award within five (5) days thereafter. Meanwhile, since the deadline for the rehabilitation debtor to submit the proposed rehabilitation plan is February 28, 2018, considering the deadline to perform the duty to make payment of the said DOJ Restitution Award, the Rehabilitation Debtor Group cannot wait for the business transfer under the rehabilitation plan, and it is required to transfer the business earlier by means of business transfer outside the plan

(Article 42 of the Civil Rehabilitation Act).

4. Reasonableness of entire global business transfer

(1) KSS was selected as a sponsor appropriately through fair process

As stated in 2 above, under the SC, the procedure for selecting the sponsor for the Rehabilitation Debtor Group was led by Lazard, a financial advisor with experience and expertise in selection of a sponsor in a business restructuring phase. Moreover, SC and Lazard contacted candidates who may be potential sponsor candidates for the rehabilitation debtor on a global and broad basis. SC and Lazard also requested the OEMs, who are the largest creditors of the Rehabilitation Debtor Group and are the most significant business partners of the Rehabilitation Debtor Group for continuing its business, to recommend other sponsor candidates if any. Accordingly, appropriate and fair procedure has been followed in the process of selecting the sponsor.

Further, KSS, which was ultimately selected as the sponsor had offered the highest price in the amount of 1,588 million US dollars as the purchase price considerably exceeding the prices offered by other sponsor candidates, and the amount of such price is sufficient to fulfill the obligation to make the payment in the amount of 850 million US dollars under the Plea Agreement. Moreover, since KSS has lower antitrust risk under than other contending sponsor candidates, KSS may perform the sponsor agreement with more certainty while maintaining the global supply system, and time necessary to receive approval of the transaction from the antitrust authority is expected to be shorter. In addition, the Rehabilitation Debtor Group, following the discussions with the OEMs who are the largest creditors and also are the major customers of the Rehabilitation Debtor Group, understands that the OEMs support the transaction and business transfer to KSS. Further, KSS has sufficient competence to carry out the business after

acquiring the Rehabilitation Debtor Group's business since KSS is a company which manufactures and supplies on a global basis automotive safety components including airbags.

(2) Entire structure of global business transfer

The Rehabilitation Debtor Group intends to transfer to KSS substantially all of its global business, except for business and assets related to the PSAN Inflators, and KSS intends to acquire such global business of the Rehabilitation Debtor Group altogether as a whole. Such global business transfer is planned to be executed by means of four (4) business transfer agreements, i.e., (1) the Japan-APA, which is the agreement of business transfer in Japan and other Asian countries, etc.; (2) the US-APA, which is the agreement of business transfer in the United States, Mexico, South America, etc.; (3) the EMEA-APA, which is the agreement of business transfer in Europe, etc.; and (4) the TSAC-APA, which is the agreement of business transfer of TSAC, a Chinese subsidiary of the rehabilitation debtor (as stated in 1 above, the TSAC-APA is scheduled to be executed hereafter). Given the global nature of the transaction with KSS, under each of these business transfer agreements, satisfaction or waiver of the conditions to close other business transfer agreements is a condition to closing of the respective business transfer, and as it is also provided that if any business transfer agreement is terminated, other business transfer agreements may also be terminated, thus, each of these business transfer agreements substantially constitutes an integrated agreement as a whole.

According to the scheme of these business transfers, (i) the sellers under the Japan-APA will transfer the business outside of the rehabilitation plan (Article 42 (1) of the Civil Rehabilitation Act) in the rehabilitation proceedings; (ii) the sellers in the United States, etc. under the US-APA will transfer the business by way of asset sale based on the Chapter 11 Plan under Chapter 11, which is an in-court insolvency proceedings in the United States (equivalent to the rehabilitation plan

under the Civil Rehabilitation Act); and, as for the sellers under (iii) the EMEA-APA and (iv) the TSAC-APA, it is contemplated that they will transfer the business within the framework of out-of-court restructuring.

As stated in 2(1) above, based on the fact that the Rehabilitation Debtor Group is subject to the Recalls and that judicial actions have been filed in relation to the defects of the PSAN Inflatos, in order to insulate KSS from any risks related to the PSAN Inflatos, KSS requested that, among the companies belonging to the Rehabilitation Debtor Group: (1) as for companies engaging in manufacture, distribution, sales, etc. of the PSAN Inflatos, KSS will only assume the business not related to the PSAN Inflatos by way of a business transfer in which the business, assets and receivables/payables (including potential obligations) relating to the PSAN Inflatos will remain with the Rehabilitation Debtor Group (in other words, these will not be assumed by KSS); and (ii) as for companies not involved in the manufacture, distribution, sales, etc. of the PSAN Inflatos, KSS will assume such companies themselves by way of share transfer. In addition, KSS requested that (iii) certain companies among the Rehabilitation Debtor Group whose business is almost valueless to KSS shall be excluded from the scope of assumption. In this global business transfer, the determination on the companies subject to the transfer to KSS and the method of transfer has been made based on KSS's requests as stated in (i) through (iii) above. Please refer to Attachment 5 as to the treatment of each company belonging to the Rehabilitation Debtor Group.

(3) Reasonableness of the global allocation of Purchase Price

As stated in 2(5) above, the total amount which will be the basis of the Purchase Price that the Rehabilitation Debtor Group will receive from KSS globally (i.e., the amount proposed by KSS in the final proposal of sponsor selection process) is 1,588 million US dollars (the "Total Purchase

Price”). As the global business transfer from the Rehabilitation Debtor Group to KSS will be conducted under the four (4) business transfer agreements (i.e., the Japan-APA, the US-APA, the EMEA-APA, and the TSAC-APA) as stated in 4(2) above, the Total Purchase Price needs to be allocated among each of these business transfer agreements.

The amount of sale proceeds to be allocated to each business transfer agreement was calculated with the support of Lazard, the financial advisor, and based on the agreement with Jefferies LLC, KSS’s financial advisor. In calculating the allocation amount, firstly, (1) as for each of the European, Mexican and Chinese companies belonging to the Rehabilitation Debtor Group which the business (not share) will be transferred under the framework of out-of-court restructuring, the fair market value evaluated by a third party specialist agency will be allocated (it was KSS’s preference to adopt the fair market value evaluated by a third party specialist agency); and (2) as for other companies that will transfer the business (including transfers of shares of subsidiary companies) under the legal restructuring proceedings, (i) firstly allocate the amount remaining after deducting the amount in (1) above from the Total Purchase Price based on the proportion of each company’s adjusted net asset value (i.e. the net asset value after adjustment of intercompany receivables and deduction of goodwill) within the entire group, and then (ii) if the amount so allocated to a company based on the proportion of the company’s adjusted net asset value is below its liquidation value, the shortfall amount shall be re-allocated to such company on a pro-rata basis until the allocation amount reaches its liquidation value, from other companies which amount allocated based on the proportion of the company’s adjusted net asset value exceed their liquidation value.

As stated above, allocation of the Total Purchase Price to companies transferred under the legal restructuring proceedings will be made based on the net asset value thereof. That is because, under the circumstances where no post-transfer business plan of the Rehabilitation Debtor Group

has been disclosed by KSS, and it is therefore impossible to make the allocation based on future cash flow calculated based on the business plan, it is reasonable to use the net asset value as the basis for calculating the allocation amount given that (i) the net asset value is an objective value stated in the most recent audited financial statements and (ii) the figures can be obtained for each company and accordingly it is easy to make the allocation of the Purchase Price. With regards to the net asset value being used as the basis for the distribution of the Total Purchase Price, from the standpoint of ensuring an accurate understanding of the value of each company, the figures stated in the audited financial statement are not used as-is; rather, the figures for the net asset value after adjustment of the consolidation difference or deduction of goodwill is performed are used as the basis.

Such method of global allocation of the Total Purchase Price is reasonable since such allocation is made in an objective manner in accordance with the value of the companies subject to the business transfer under each of the business transfer agreements.

(4) Reasonableness of global allocation of DOJ Restitution Award

As stated in 2(4) above, the rehabilitation debtor, as a group, is contemplating to make the payment of DOJ Restitution Award in the amount of 850 million US dollars to the restitution fund covering the OEMs under the Plea Agreement executed between the rehabilitation debtor and the DOJ. The global allocation as to which companies within the Rehabilitation Debtor Group shall contribute to the DOJ Restitution Award payment will be carried out in accordance with the following standards.

- (i) Firstly, the companies which are involved in the manufacture and/or sales of airbags equipped with the PSAN Inflators (the “**Companies Bearing DOJ Restitution Award**”) will be specified and shall bear part of the DOJ Restitution Award. Since the nature of the DOJ

- Restitution Award is to compensate OEMs who purchased Airbags containing PSAN Inflators from the Rehabilitation Debtor Group it is reasonable to cause the Companies Bearing DOJ Restitution Award to contribute to the payment of the DOJ Restitution Award (the specific method of allocation among the Companies Bearing DOJ Restitution Award shall be as set forth in (ii) and (iii) below).
- (ii) Secondly, among the Companies Bearing DOJ Restitution Award, each of the companies other than the rehabilitation debtor, TK Holdings Inc. (“TKH”), Takata Europe (“TKEUR”), Takata AG (“TKAG”) and Takata Sachsen GmbH (“TKSAC”), which are the ultimate parents under each of the business transfer agreements among the Rehabilitation Debtor Group, will contribute to the DOJ Restitution Award the payment of the total amount allocated from the Total Purchase Price after deduction of costs accruing in association with the contemplated transaction such as tax burden and liquidation costs.
- (iii) Finally, the remaining amount after deducting the DOJ Restitution Award paid by each of the companies specified above from 850 million US dollars will be borne by, among the Companies Bearing DOJ Restitution Award, the rehabilitation debtor, TKH, TKAG and TKSAC, which are the ultimate parent under each of the business transfer agreements among the Rehabilitation Debtor Group, on a pro rata basis according to the percentage of shipments of the PSAN Inflators. Such allocation standard regarding the DOJ Restitution Award is reasonable because the amount to be borne by the ultimate parents which have external creditors will be reduced as much as possible and, among the ultimate parents, such amount will be paid according to shipments of the PSAN Inflators.

(5) Reasonableness of global allocation of the RTK Related Costs

The Rehabilitation Debtor Group, as a prerequisite to its restructuring, must ensure continued

supply of certain PSAN Inflators after the business transfer to KSS in order to continue to support the Recalls as requested by some of the customers to the Rehabilitation Debtor Group. On the other hand, as stated in 4(2) above, KSS will become the sponsor of the Rehabilitation Debtor Group on condition that it will not assume any PSAN-related assets in order to insulate the risks and liabilities relating to the PSAN Inflators. Therefore, the rehabilitation debtor needs to continue PSAN related businesses at each company which will remain within the Rehabilitation Debtor Group (“**RTK**”).

In order for RTK to continue its business, various cost would be necessary such as: (1) cost necessary for shipping, warehousing and disposal of PSAN Inflators; (2) cost related to the monitors for the NHTSA and the DOJ to monitor the PSAN related businesses; (3) fees to be paid to the special master who will allocate the DOJ Restitution Award; (4) cost for facilities to manufacture PSAN Inflators; and (5) labor cost and indirect cost necessary to secure the safety of desiccated inflators (collectively, the “**RTK Related Costs**”). It is contemplated that the RTK Related Costs will be handled as follows:

Firstly, the cost necessary for shipping, warehousing and disposal of PSAN Inflators as set forth in (1) above is planned to be borne by each region among the Rehabilitation Debtor Group. Further, it is planned that the rehabilitation debtor will bear only the cost necessary for shipping, warehousing and disposal of PSAN Inflators received from OEMs prior to the closing of the business transfer to KSS, and after the closing, the OEMs will bear such cost (by conducting either by themselves or by outsourcing to RTK). Next, each of the cost of (2), (3), (4) and (5) will be borne by the rehabilitation debtor, TKAM, TKH, TKEUR, TKSAC and TKAG which are the ultimate parents under each of the business transfer agreements, in accordance with the percentage of their respective shipments of the PSAN Inflators which have already been or are potentially subject to recalls. In addition, should there be any shortage in the cost necessary for

RTK, it is contemplated that, pursuant to the Backstop Agreement dated November 16, 2017 (as amended) which was separately entered into by and between KSS, the OEMs and the Rehabilitation Debtor Group, KSS will bear part of the RTK Related Costs (which is defined as the PSAN Legacy Cost in the said Backstop Agreement) up to a certain amount.

As for the treatment under the rehabilitation plan of the RTK Related Costs to be borne and paid by the rehabilitation debtor, see the catch-up rule in 5(4) below.

Such allocation standards are reasonable because, with regard to the cost for (1), each region will bear the cost for shipping, warehousing and disposal of PSAN Inflators which are necessary in the respective regions, and with regard to each of the cost for (2), (3), (4) and (5), the RTK Related Costs will be substantially allocated among the Rehabilitation Debtor Group,; and, within the Rehabilitation Debtor Group, the RTK Related Costs which are the costs for the PSAN inflator related businesses will be allocated in accordance with an objective standard, namely, shipments of the PSAN Inflators.

(6) Summary

For the reasons stated above, it can be said that the entire framework of the global business transfer to KSS is reasonable.

5 Appropriateness of Business Transfer pursuant to Japan-APA

(1) Outline of Japan-APA

As described in 4(2) mentioned above, Japan-APA stipulates that, as a part of the global business transfer from the Rehabilitation Debtor Group to KSS, the rehabilitation debtor, TK9 and TKS, which are Japanese entity, as sellers, shall transfer the business in Japan and other Asian countries operated by the Rehabilitation Debtor Group. Please refer to the Appendix 6 with

regard to the outline of each clauses of Japan-APA.

(2) Appropriateness of the Amount of Consideration for the Business Transfer pursuant to the Japan-APA

The base purchase price which will be paid to the rehabilitation debtor out of the consideration for the business transfer under the Japan-APA, shall be approximately 319.5 million US dollars, the amount of which is calculated by using the allocation method described in 4(3) above (the “**Base Business Transfer Price**”. “Individual Seller Base Price for TKJP” which is defined in Clause 3.1 of the Japan-APA correspond to this but, as stipulated in Section 3.2 of the Japan APA, the amount of the Base Business Transfer Price is different from the amount stipulated in Section 3.1 of the Japan-APA due to the adjustment of the price for the business transfer in light of the treatment of inter-company indebtedness and the valuation of fair trade value of certain legal entities in the Rehabilitation Debtor Group by professional organizations.) The Base Business Transfer Price is calculated by reasonably allocating the entire consideration of the Business Transfer, the amount of which was the highest amount among the proposals by sponsor candidates in a fair procedure as described in 4(1) above. Thus, the method of calculation is appropriate.

The amount of consideration which the rehabilitation debtor will actually receive (the “**Business Transfer Price after Adjustment**”) shall be an amount which is calculated by deducting certain adjustment amounts based on the following adjustment items which are stipulated in Section 3.1 (ii) to (xii) of the Japan-APA (As for the definitions of Regional Share Percentages, Cash Allocation Share and Purchase Price Share and other details, please refer to the Appendix 6.)

【Adjustment Items of the Base Business Transfer Price】

- (i) Sum of the outstanding indebtedness under loans and other financial arrangements owed by subsidiaries of the rehabilitation debtor, the shares in which shall be transferred under the Japan-APA. As for the definitions of Regional Share repaid by the funds KSS will provide at the closing of the Japan APA (Section 3.4 of the Japan-APA).
- (ii) Sum of the money the non-debtor subsidiaries of the rehabilitation debtor, the shares in which shall be transferred under the Japan-APA, shall pay in accordance with the OEM Settlement Agreement which such subsidiaries and OEMs have executed. KSS shall make such payment on behalf of the subsidiaries of the rehabilitation debtor at the closing of the Japan-APA (Section 3.3(d) of the Japan-APA).
- (iii) Sum of the amount of the repaid receivables (which shall be limited to those which would not have been repaid by the closing if Japan -APA were not to be executed) received by the entities, of which business or shares shall be the subject of transfer under Japan-APA, by the date of the closing pursuant to the terms of the Accommodation Agreement executed on June 26, 2017 by such entities and OEMs (the "**Japan-APA**") (provided however, the amount the repaid receivables which TK9 and TKS received shall be excluded).
- (iv) The amounts which the OEMs have paid to the entities of which business or shares shall be the subject of transfer under the Japan-APA, if such OEMs exercise the Equipment Option pursuant to the terms of the Japan-AA (provided however, the amounts in relation to the Equipment Option exercised to TK9 and TKS shall be excluded).
- (v) Taxes imposed on KSS on transferring the business of the rehabilitation debtor, provided

however, which excludes Japanese consumption tax and Chinese value added tax and other taxes parallel (the “**VAT**”).

- (vi) The amount of unrecoverable VAT imposed on KSS on transferring the business of the rehabilitation debtor. KSS shall pay such unrecoverable VAT by utilizing such deducted amount.

- (vii) The amount of the certain portion of the unrecoverable VAT allocated to the rehabilitation debtor based on the Purchase Price share, out of the amount allocated to the Sellers under Japan-APA based on the Reginal Share Percentage from the aggregated amount of refundable VAT imposed on KSS on the global business transfer with the Rehabilitation Debtor Group. KSS shall pay the recoverable VAT, which is imposed on the business transfer conducted by the rehabilitation debtor, by utilizing such deducted fund and in case where such VAT is actually recovered, such recovered VAT shall be deposited in the Regulatory Escrow which will be set up in accordance with the Regulatory Escrow Agreement executed by the Rehabilitation Debtor Group and KSS. In case where the Rehabilitation Debtor Group become obliged to pay fines by the governmental authority of each country on the ground of violation of competitive law, KSS may pay a portion of such fine which exceeds 10 million US dollars by the fund deposited in Regulatory Escrow. KSS shall return the remainder of such fund deposited in Regulatory Escrow to the Rehabilitation Debtor Group within 30 months after the Closing of each business transfer agreement at the latest (the allocation of such refund the Rehabilitation Debtor Group will receive shall be based on the Regional Share Percentage.).

- (viii) In case where the sum of the cash or cash equivalent which shall be transferred to KSS falls below 435 million US dollars globally, a portion of such deficiency which is allocated to the Sellers of the Japan-APA in accordance with Regional Share Percentages and further is allocated to the rehabilitation debtor in accordance with Purchase Price Share. In case where the sum of the cash of cash equivalent which shall be transferred to KSS exceeds 435 million US dollars globally, up to a ceiling of the global total sum of 50 million US dollars, the amount of money exceeding 435 million US dollars is allocated in accordance with the same manner of calculation shall be added to the business transfer price paid to the rehabilitation debtor.
- (ix) The amount of the transaction costs KSS incurred for the purpose of global business transfer (subject to the ceiling of 50 million US dollars) which is allocated to the Sellers of the Japan-APA in accordance with Regional Share Percentages and further is allocated to the rehabilitation debtor in accordance with Purchase Price Share out of the transaction costs. In the matter of large scaled acquisition such as this one, especially in the US practice, it is commonly seen that the seller reimburses the transaction costs incurred the buyer and it is not unreasonable that the Rehabilitation Debtor Group reimburses a part of the transactions costs incurred by KSS.
- (x) The amount of any receivables of any entities, which are subject to the business transfer or the share transfer under Japan-APA, set off by any OEMs at Closing in respect of any DOJ Restitution Payment (provided however, such amount excludes the amount to be allocated to TK9 and TKS).

All adjustment items above are reasonable because such adjustment items are intended to adjust the purchase price in case where KSS pays any fund which should have paid by the Rehabilitation Debtor Group, in case the enterprise value, which the parties premised on, changes, or in other similar cases, in accordance with some objective calculation methods. In addition, as mentioned in 8(2) below, in case where the rehabilitation debtor receives Business Transfer Price after Adjustment by consummating the business transfer with KSS, the rehabilitation debtor can distribute at a rate exceeding that in case that the rehabilitation debtor liquidated. Thus, the provisions regarding business transfer under the Japan-APA is reasonable as a whole.

(3) Appropriateness of bearing the DOJ compensation by the rehabilitation debtor

As described in 2(4) above, the Rehabilitation Debtor Group will be paying 850 million US dollars for the DOJ Restitution Fund for OEMs in accordance with the Plea Agreement and the rehabilitation debtor shall pay approximately 113.2 million US dollars, which is allocated in accordance with the rules described in 4(4) above, (the **“Allocated DOJ Payment”**) out of the consideration for the business transfer the rehabilitation debtor will receive (Section 3.3 (a) of the Japan-APA).

Such payment of Allocated DOJ Payment by the rehabilitation debtor is appropriate because the amount of such payment is determined by allocating DOJ Restitution Payment, the payment of which is essential for continuing the global business of the Rehabilitation Debtor Group, within the Rehabilitation Debtor Group in accordance with a reasonable rule.

In addition, it is expected that OEMs, in addition to the distributions they would be receiving as general unsecured creditors, will be compensated from the DOJ Restitution Fund in accordance with the Plea Agreement. Therefore, under the rehabilitation plan, in order to ensure the fair and

equal treatment of creditors, the rehabilitation debtor's allocable portion of the DOJ Restitution Payment will be deemed a recovery on account of the OEMs' rehabilitation claims against the rehabilitation debtor. To this end, the rehabilitation plan will provide that the OEMs shall not be entitled to receive any additional recoveries on account of their rehabilitation claims against the rehabilitation debtor until other creditors receive distributions on account of their allowed claims in an amount that results in the same recovery rate as that for OEMs (catch-up rule), and the OEMs have agreed to support it. Such treatment is intended to protect the interests of the creditors other than OEMs from the perspective of equity.

(4) Appropriateness of bearing the RTK related cost by the rehabilitation debtor

As described in 4(5) above, the Rehabilitation Debtor Group needs to contribute the RTK Related Cost and the rehabilitation debtor shall pay approximately 44.6 million US dollars (expected to increase slightly in the future), which are allocated from such cost in accordance with some rules out of Business Transfer Price after Adjustment. Such payment of the RTK Related Cost by the rehabilitation debtor is appropriate because the amount of such payment is determined by allocating the cost which is essential for continuing PSAN business by the Rehabilitation Debtor Group which was the essential basis of the business transfer to KSS.

In addition, as part of their support of the business transfer to KSS and conditioned upon the approval of this Petition for Approval for Business Transfer, the OEMs have agreed that the rehabilitation debtor's payment of its allocable portion of the RTK Related Cost will be deemed a partial recovery on account of the OEMs' rehabilitation claims against the rehabilitation debtor, and as a result, the rehabilitation plan will provide that OEMs shall not be entitled to receive additional recoveries on account of their rehabilitation claims until other creditors receive distributions on account of their allowed claims that result in the same recovery rate as that for

OEMs (catch-up rule). Such treatment is intended to protect the interests of the creditors other than OEMs from the perspective of equity.

(5) Appropriateness of the Treatment of Employees

The Japan-APA stipulates that, in principle, KSS shall retain all employees who work for the rehabilitation debtor at Closing (excluding temporary employees such as dispatched employees, contact employees, and advisors) on the same or better conditions (including employee benefits) than that prior to the business transfer. Provided, however, the head office function of the Rehabilitation Debtor Group is forced to be downscaled due to the plan that the global head office function of the Rehabilitation Debtor Group will be transferred to overseas. Considering such situation, KSS is exceptionally entitled not to offer the employment of those employees working at head office function in Tokyo upon good consultation with the Sellers (Section 8.1 of the Japan-APA). The range of the employees KSS will not offer will be determined in future consultation between KSS and the rehabilitation debtor. As above, the employees of the rehabilitation debtor are properly protected because KSS will take over the employment of the employees of the rehabilitation debtor and the employment conditions of such employees are the same as or better than that prior to the business transfer.

(6) General Overview

Therefore, the content of the Japan-APA is appropriate.

6. The business transfer pursuant to the Japan-APA is likely to be consummated as planned.

(1) Overview

Upon the execution of the Japan-APA, the business transfer pursuant to Japan-APA will be implemented when (i) the Japan-APA is not terminated based on the parties' termination rights stipulated in the Japan-APA and (ii) all conditions precedent for closing stipulated in the Japan-APA are either fulfilled or waived. While particularly important termination rights or conditions precedents to the closing of the business transfer (termination rights) are as described below, given that these termination rights have either been waived or expired, it is likely that the business transfer pursuant to the Japan-APA will be consummated.

(2) Obtaining consents from Non-Consenting OEMs

Under the Japan-APA, in connection with a certain agreement among KSS and OEMs which aim to allocate the potential risks in the future among KSS and OEMs, in case where a sufficient number of the OEMs who had not been parties to such agreements at the time of the execution of the Japan-APA ("Non-Consenting OEMs") do not become the parties to such agreements by January 2, 2018, KSS may have terminated the Japan-APA (4.4(d)(ii) of Japan APA). However, up to the date hereof, it has already become clear that such termination right does not accrue.

(3) Obtaining consents from DOJ and NHTSA

Whereas the business of the Rehabilitation Debtor Group has been supervised and monitored by each of NHTSA and DOJ pursuant to the Consent Order and the Plea Agreement respectively, one of the conditions precedent under the Japan APA for KSS to consummate the business transfer is that KSS has secured written agreements with DOJ and NHTSA to narrow the scope of such supervision and monitor, (Article 9.1(o) of Japan-APA). While such termination right has certain periodic limitation, KSS has not terminated by such period on ground that KSS had reached certain agreement with each of DOJ and NHTSA respectively. Accordingly, to the date,

KSS has already been deemed to waive this condition precedent.

(4) Summary

As stated above, there is a sufficient likelihood the business transfer based on the Japan-APA is likely to be implemented.

7. Amendment agreements

Amendments to the Japan APA have been executed for the sake of extension of period needed for obtaining the consents from Non- Consenting OEMs to become parties to the IRA (First Amendment to Asset Purchase Agreement dated December 3, 2017 (Exhibit 2), Second Amendment to Asset Purchase Agreement dated December 25 (Exhibit 3) and Third Amendment to Asset Purchase Agreement dated January 15, 2018 (Exhibit 4), which is to decrease the amount of the Break-Up Fee (Article 4.6 of Japan-APA) reflecting the opinion of the US Bankruptcy Court). Since the contents of such amendments are reasonable respectively, executions of each of the amendments are necessary and appropriate.

8. Rehabilitation plan based on the completion of the business transfer pursuant to the Japan-APA is likely to be confirmed.

(1) Summary of the contemplated rehabilitation plan following the completion of the business transfer to KSS

The rehabilitation debtor contemplates, on the assumption of the completion of the business transfer to KSS, that it will develop a liquidation-type rehabilitation plan in which the rehabilitation debtor will dissolve/liquidate after distributing to rehabilitation creditors the amount which have been deducted certain amount stated in the following 8 (2) from the Business Transfer Price after

Adjustment.

As described in the following (2), the contemplated rehabilitation plan satisfies the principle of assurance of liquidation value, further, the rehabilitation plan will include certain provisions to take into account the interests of the creditors other than the OEMs. That is, as described in the aforementioned 5 (3) and (4), the rehabilitation debtor will make payment the DOJ Restitution Payment and the RTK Payment from the Business Transfer Price after Adjustment. Such payments are imperative to globally restructure and maximize the business value of the rehabilitation debtor and maximize the amount available for distribution to all creditors, and therefore, it the payments are necessary to ensure the interests of the entirety of the creditors. However, from the perspective of equity, for the purpose of providing additional protection to the interests of the creditors other than the OEMs, the rehabilitation plan will provide that the OEMs shall not be entitled to receive any additional recoveries on account of their rehabilitation claims against the rehabilitation debtor until other creditors receive distributions on account of their allowed claims in an amount that results in the same recovery rate as that for OEMs (catch-up rule), and the OEMs have agreed to support it.

(2) Rehabilitation plan satisfies the principle of assurance of liquidation value

Assuming that the rehabilitation debtor goes bankrupt and liquidates the business without the business transfer, as shown the Asset Valuation Report attached as Exhibit 7, the bankrupt/liquidating distribution ratio will be approximately 0.94 % because the aggregate amount of the available fund for distribution will be approximately JPY 10.121 billion, while the total amount of rehabilitation claims is approximately JPY 1,075.564 billion (provided, however, that such amount includes approximately JPY 246.365 billion, as the amount of the Recall Claims that have not become subject to the recall regarding the PSAN Inflator as of August 25, 2017 (the

“Gamma Recall Claims”). However, as explained below, the rehabilitation plan satisfies the principle of assurance of liquidation value because the percentage of distributions against common rehabilitation creditors in rehabilitation proceedings exceed such percentage of bankrupt/liquidating distributions. The liquidating distribution ratio (the percentage of payments) in bankruptcy proceedings or rehabilitation proceedings is determined by (i) the amount of claims subject to the distributions (payments) and (ii) the amount of the available fund for distributions.

First, with respect to (i), the amount of claims subject to payment in rehabilitation proceedings depends on, among other things, whether claims disputed are confirmed or not, but, basically, claims confirmed in rehabilitation proceedings would be confirmed in bankruptcy proceedings as well. However, in the bankruptcy procedure, there will be distributions to the Gamma Recall Claims or claims submitted by DOJ (excluding DOJ Restitution Payment), while there will not be any distributions in the civil rehabilitation procedures. As such, the amount of the claims to be distributed will be larger in bankruptcy procedure than civil rehabilitation procedure.

Next, with respect to (ii), the amount of available funds under the liquidation scenario would be approximately JPY 10.121 billion, as stated above. In comparison, the amount of available funds upon the consummation of the business transfer to KSS would be the amount remaining after deducting (d) the claims with priority such as administrative claims from the sum of (a) the Business Transfer Price after Adjustment, (b) excess cash held by the rehabilitation debtor from prior to the business transfer, and (c) the estimated amount of recoveries, on account of rehabilitation claims or distributions, that the rehabilitation debtor is to receive from TK9 and TKS which are not insolvent subsidiaries. Such amount is expected to exceed JPY 18 billion based on the current forecast of the cash flow (provided, however, that as a result of the aforementioned catch-up rule being applied, the sum of the Allocated DOJ Payment (approximately 113.2 million US dollars) and RTK Related Costs (approximately 44.6 million US dollars) (i.e., approximately

157.8 million US dollars) will be deemed equivalent to the recovery on account of the OEMs' rehabilitation claims, the rehabilitation creditors other than the OEMs will be able to receive prioritized repayment up to the same recovery rate at which the OEMs receive the payment from the aforementioned sum (i.e., approximately 157.8 million US dollars) (calculated based on the conversion rate of 1 US dollar to 113 yen; provided, however, that all of these amounts are mere forecasts at this time, and any of such amounts could fluctuate based on the cash flow and operations, etc. of the entire Rehabilitation Debtor Group in the future). Accordingly, the percentage of distributions in the rehabilitation plan is believed to be higher than the percentage of bankruptcy/liquidation distributions, and it is, therefore, apparent that the percentage of the distributions in the rehabilitation plan under the business transfer to KSS satisfies the principle of assurance of liquidation value.

As stated in 5(3) and (4) above, as it is planned that the catch-up rule will be applied, we believe that payment of the Allocated DOJ Payment and the RTK Related Costs will not affect the percentage of the distributions to the rehabilitation creditors other than the OEMs.

(3) Rehabilitation plan satisfies the other requirements

In addition to the preceding (2), there are no facts in proposed rehabilitation plan applying to "contravene provisions of any laws" (Article 174(2)(i) of Civil Rehabilitation Act) nor "unlikely to be consummated" (Article 174(2)(ii)) nor "contrary to the common interest of rehabilitation creditors" (Article 174(2)(iv)).

9. Conclusion

As stated above, the business transfer based on the Japan-APA is necessary and appropriate, and is likely to be implemented, further, rehabilitation plan with the business transfer is likely to be

made an order of confirmation. Accordingly, I hereby file this petition.

Exhibit

1. Japan Asset Purchase Agreement
2. First Amendment to Asset Purchase Agreement
3. Second Amendment to Asset Purchase Agreement
4. Third Amendment to Asset Purchase Agreement
5. Transferred entities and the method of transfer to KSS
6. Summary of Japan-APA
7. Asset Valuation Report

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 Hiroshi Kasuya
(Sworn April 9, 2018)**

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Tab 3

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

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

THE HONOURABLE MR.)	THURSDAY, THE 17th
JUSTICE HAINEY)	DAY OF MAY, 2018

**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***

ORDER RECOGNIZING JAPANESE SALE APPROVAL

THIS MOTION, made by Takata Corporation in its capacity as foreign representative (the "**Japanese Foreign Representative**") of the Japanese Debtors, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended, for an order that, among other things, recognizes and gives full force and effect in all provinces and territories of Canada to the February 26, 2018 approval (the "**Japanese Sale Approval**") issued by the 20th Department of the Civil Division of the Tokyo District Court in the civil rehabilitation case of the Japanese Debtors under the Civil Rehabilitation Act (Japan) authorizing the Japanese Debtors, pursuant to Article 42(1) of the Civil Rehabilitation Act, to proceed with the sale of assets not related to airbag inflators containing phase-stabilized ammonium nitrate ("**PSAN Inflators**") to Joyson

KSS Auto Safety S.A. (“**KSS**”) in accordance with an asset purchase agreement dated as of November 16, 2017 by and among the Japanese Debtors, KSS, and, solely for the purposes of Section 7.22 thereof, KSS Holdings, Inc. (as amended, restated, or supplemented from time to time, the “**Japan APA**”), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Amended Notice of Motion and the affidavit of Hiroshi Kasuya, sworn April 9, 2018 and the exhibits attached thereto contained in the Motion Record of the Japanese Foreign Representative dated April 13, 2018 (the “**Motion Record**”), the Fourth Report by FTI Consulting Canada Inc., in its capacity as Information Officer (the “**Information Officer**”) dated May 8, 2018 (the “**Fourth Report**”), and the affidavit of service of Adrienne Ho, dated April 13, 2018,

AND UPON HEARING the submissions of Canadian counsel for the Japanese Foreign Representative, counsel for the Information Officer, counsel for KSS, and any such other counsel as were present:

Service

1. **THIS COURT ORDERS** that the time for service of each of the Amended Notice of Motion, the Motion Record, and the Fourth Report is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.

Recognition of Japanese Sale Approval

2. **THIS COURT ORDERS** that the Japanese Sale Approval, the certification of which is attached hereto as Schedule “C” with an unofficial English translation, is hereby recognized and given full force and effect in all provinces and territories of Canada.

Information Officer

3. **THIS COURT ORDERS** that the Fourth Report and the activities of the Information Officer described therein be and are hereby approved.

Correction to Confirmation Recognition Order

4. **THIS COURT ORDERS** that the Confirmation Recognition Order granted by this Court on March 14, 2018 be and is hereby amended to replace the date “February 16, 2018” in paragraph 3(a) thereof with the date “February 21, 2018”.

Aid and Assistance

5. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States of America or elsewhere, to give effect to this Order and to assist the Debtors, the Japanese Foreign Representative, the Information Officer, and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Debtors, the Japanese Foreign Representative, and the Information Officer, the latter as an officer of this Court, as may be necessary or desirable to give effect to this Order, or to assist the Debtors, the Japanese Foreign Representative, and the Information Officer and their respective agents in carrying out the terms of this Order.

- 4 -

6. **THIS COURT ORDERS** that each of the Debtors, the Japanese Foreign Representative and the Information Officer be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

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. Stroshe-Mex, S. de R.L. de C.V.

SCHEDULE “B” – Japanese Debtors

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

- 7 -

Schedule “C” – Japanese Sale Approval with Unofficial English Translation

See attached.

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

**JAPANESE SALE APPROVAL
RECOGNITION ORDER**

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Tab 4

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

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

THE HONOURABLE MR.)
THURSDAY, THE ~~14~~17th

~~MONDAY~~

JUSTICE HAINEY)

DAY OF MAY, 2018

)

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Aid and Assistance

5. ~~3.~~ **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States of America or elsewhere, to give effect to this Order and to assist the Debtors, the Japanese Foreign Representative, the Information Officer, and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Debtors, the Japanese Foreign Representative, and the Information Officer, the latter as an officer of this Court, as may be necessary or desirable to give effect to this Order, or to assist the Debtors, the Japanese

Foreign Representative, and the Information Officer and their respective agents in carrying out the terms of this Order.

6. ~~4.~~ **THIS COURT ORDERS** that each of the Debtors, the Japanese Foreign Representative and the Information Officer be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

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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. Stroshe-Mex, S. de R.L. de C.V.

SCHEDULE “B” – Japanese Debtors

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2. Takata Kyushu Corporation
3. Takata Service Corporation

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See attached.

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

**JAPANESE SALE APPROVAL
RECOGNITION ORDER**

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Style change	0
Format changed	0
Total changes	25

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

**AMENDED MOTION RECORD
(re: Order Recognizing
Japanese Sale Approval)
(Returnable May 17, 2018)**

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