

Tab J

This is **Exhibit "J"** referred to in the  
affidavit of **SHARON KOUR**  
sworn before me this  
28th day of June, 2017



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A Commissioner for taking affidavits

Fill in this information to identify the case

United States Bankruptcy Court for the:

District of Delaware

Case number (If known): \_\_\_\_\_ Chapter 11

Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

04/16

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, Instructions for Bankruptcy Forms for Non-Individuals, is available.

1. Debtor's name Industrias Irvin de Mexico, S.A. de C.V.

2. All other names debtor used in the last 8 years

Include any assumed names, trade names, and doing business as names

3. Debtor's federal Employer Identification Number (EIN) N/A

4. Debtor's address

Principal place of business

Mailing address, if different from principal place of business

Carretera Presa la Amistad Km 7

Number Street

Number Street

Parque Industrial

P.O. Box

Ciudad Acuña Coahuila 26220

City State ZIP Code

City State ZIP Code

Location of principal assets, if different from principal place of business

Mexico

Country

Number Street

City State ZIP Code

5. Debtor's website (URL) www.takata.com/en/

6. Type of debtor

- Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
- Partnership (excluding LLP)
- Other. Specify: Mexican Sociedad Anonima de Capital Variable

CERTIFIED AS A TRUE COPY: ATTEST:  
 UNA M. O'BOYLE  
 U. S. BANKRUPTCY COURT  
 Deputy Clerk  
 6/28/17

#1

Debtor Industrias Irvin de Mexico, S.A. de C.V.  
Name

Case number (if known) \_\_\_\_\_

**7. Describe debtor's business**

A. Check one:

- Health Care Business (as defined in 11 U.S.C. § 101(27A))
- Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- Railroad (as defined in 11 U.S.C. § 101(44))
- Stockbroker (as defined in 11 U.S.C. § 101(53A))
- Commodity Broker (as defined in 11 U.S.C. § 101(6))
- Clearing Bank (as defined in 11 U.S.C. § 781(3))
- None of the above: Automotive Safety System Supplier (Maquiladora)

B. Check all that apply:

- Tax- entity (as described in 26 U.S.C. § 501)
- Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
- Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes>.

3363

**8. Under which chapter of the Bankruptcy Code is the debtor filing?**

Check one:

- Chapter 7
- Chapter 9

Chapter 11. Check all that apply:

- Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,566,050 (amount subject to adjustment on 4/01/19 and every 3 years after that).
- The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- A plan is being filed with this petition.
- Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
- The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
- The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.

Chapter 12

**9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?**

No

Yes District \_\_\_\_\_ When \_\_\_\_\_ Case number \_\_\_\_\_  
MM / DD / YYYY

If more than 2 cases, attach a separate list.

District \_\_\_\_\_ When \_\_\_\_\_ Case number \_\_\_\_\_  
MM / DD / YYYY

**10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?**

No

Yes Debtor See attached Schedule 1 Relationship See attached Schedule 1

District See attached Schedule 1 When 06/25/2017

List all cases. If more than 1, attach a separate list.

Case number, if known \_\_\_\_\_ MM / DD / YYYY

Debtor Industrias Irvin de Mexico, S.A. de C.V.  
Name

Case number (if known) \_\_\_\_\_

**11. Why is the case filed in this district?**

Check all that apply:

- Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
- A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

**12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?**

No

Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

**Why does the property need immediate attention? (Check all that apply.)**

It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.

What is the hazard? \_\_\_\_\_

It needs to be physically secured or protected from the weather.

It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).

Other \_\_\_\_\_

**Where is the property?**

Number	Street
City	State
	ZIP Code

**Is the property insured?**

No

Yes. Insurance agency

Contact Name \_\_\_\_\_

Phone \_\_\_\_\_

**Statistical and administrative information (on a consolidated basis)**

**13. Debtor's estimation of available funds**

Check one:

- Funds will be available for distribution to unsecured creditors.
- After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

**14. Estimated number of creditors**

- |                                  |  |  |
|----------------------------------|--|--|
| <input type="checkbox"/> 1-49    | <input type="checkbox"/> 1,000-5,000   | <input type="checkbox"/> 25,001-50,000             |
| <input type="checkbox"/> 50-99   | <input type="checkbox"/> 5,001-10,000  | <input checked="" type="checkbox"/> 50,001-100,000 |
| <input type="checkbox"/> 100-199 | <input type="checkbox"/> 10,001-25,000 | <input type="checkbox"/> More than 100,000         |
| <input type="checkbox"/> 200-999 |  |  |

**15. Estimated assets**

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> \$0-\$50,000          | <input type="checkbox"/> \$1,000,001-\$10 million    | <input type="checkbox"/> \$500,000,001-\$1 billion               |
| <input type="checkbox"/> \$50,001-\$100,000    | <input type="checkbox"/> \$10,000,001-\$50 million   | <input checked="" type="checkbox"/> \$1,000,000,001-\$10 billion |
| <input type="checkbox"/> \$100,001-\$500,000   | <input type="checkbox"/> \$50,000,001-\$100 million  | <input type="checkbox"/> \$10,000,000,001-\$50 billion           |
| <input type="checkbox"/> \$500,001-\$1 million | <input type="checkbox"/> \$100,000,001-\$500 million | <input type="checkbox"/> More than \$50 billion                  |

**16. Estimated liabilities**

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> \$0-\$50,000          | <input type="checkbox"/> \$1,000,001-\$10 million    | <input type="checkbox"/> \$500,000,001-\$1 billion                |
| <input type="checkbox"/> \$50,001-\$100,000    | <input type="checkbox"/> \$10,000,001-\$50 million   | <input type="checkbox"/> \$1,000,000,001-\$10 billion             |
| <input type="checkbox"/> \$100,001-\$500,000   | <input type="checkbox"/> \$50,000,001-\$100 million  | <input checked="" type="checkbox"/> \$10,000,000,001-\$50 billion |
| <input type="checkbox"/> \$500,001-\$1 million | <input type="checkbox"/> \$100,000,001-\$500 million | <input type="checkbox"/> More than \$50 billion                   |

Debtor Industrias Irvin de Mexico, S.A. de C.V.  
Name

Case number (if known) \_\_\_\_\_

**Request for Relief, Declaration, and Signatures**

**WARNING** – Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

**17. Declaration and signature of authorized representative of debtor**

- The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.
- I have been authorized to file this petition on behalf of the debtor.
- I have examined the information in this petition and have a reasonable belief that the information is true and correct.

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

Executed on 06/25/2017  
MM / DD / YYYY

✕ /s/ Ken Bowling Ken Bowling  
Signature of authorized representative of debtor Printed name

Secretary  
Title

**18. Signature of attorney**

✕ /s/ Mark D. Collins 06/25/2017  
Signature of attorney for debtor Date  
MM / DD / YYYY

Mark D. Collins Ronit J. Berkovich  
Printed Name

Richards, Layton & Finger, P.A. Weil, Gotshal & Manges LLP  
Firm Name

One Rodney Square, 920 North King Street 767 Fifth Avenue  
Number Street

Wilmington, DE 19801 New York, NY 10153  
City/State/Zip

(302) 651-7700 (212) 310-8000  
Contact phone

collins@rjf.com ronit.berkovich@weil.com  
Contact email address

2981 DE  
Bar Number State

**Schedule 1****Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor**

On the date hereof, each of the affiliated entities listed below (including the debtor in this chapter 11 case) filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code in the United States Bankruptcy Court for the District of Delaware. The Debtors have filed a motion requesting that the chapter 11 cases of these entities be consolidated for procedural purposes only and jointly administered under the number assigned to the chapter 11 case of TK Holdings Inc.

<b>COMPANY</b>	<b>CASE NUMBER</b>
Takata Americas	17-_____( )
TK Finance, LLC	17-_____( )
TK China, LLC	17-_____( )
TK Holdings Inc.	17-_____( )
Takata Protection Systems Inc.	17-_____( )
Interiors in Flight Inc.	17-_____( )
TK Mexico Inc.	17-_____( )
TK Mexico LLC	17-_____( )
TK Holdings de Mexico, S. de R.L. de C.V.	17-_____( )
Industrias Irvin de Mexico, S.A. de C.V.	17-_____( )
Takata de Mexico, S.A. de C.V.	17-_____( )
Strosshe-Mex, S. de R.L. de C.V.	17-_____( )

**RESOLUTIONS OF THE BOARD OF DIRECTORS  
OF  
INDUSTRIAS IRVIN DE MEXICO, S.A. DE C.V.**

June 25, 2017

Effective as of this 25th day of June, 2017, pursuant to a special meeting of the board of directors (the “*Board*”) of Industrias Irvin de Mexico, S.A. de C.V. (the “*Company*”), a Mexican Sociedad Anonima de Capital Variable, on the same date, at which a quorum was present, upon a motion duly made and seconded and acting pursuant to the Company’s organizational documents, the members of the Board constituting at least a majority of the directors then in office took the following actions and adopted the following resolutions:

**WHEREAS**, the Board has reviewed and had the opportunity to ask questions about the materials presented by the management and the advisors of the Company regarding the liabilities and liquidity of the Company and its subsidiaries and affiliates, the strategic alternatives available to it and the impact of the foregoing on the Company’s businesses;

**WHEREAS**, the Board has had the opportunity to consult with the management and the legal and financial advisors of the Company to fully consider, and has considered, the strategic alternatives available to the Company; and

**WHEREAS**, the Board desires to approve the following resolutions:

**I. Commencement of Chapter 11 Case**

**NOW, THEREFORE, BE IT RESOLVED**, that the Board has determined, after consultation with the management and the legal and financial advisors of the Company, that it is desirable and in the best interests of the Company, its shareholders, creditors, and other parties in interest that a petition be filed by the Company seeking relief under the provisions of chapter 11 of title 11 of the United States Code (the “*Bankruptcy Code*”); and be it further

**RESOLVED**, that any officer of the Company (each, an “*Authorized Officer*”), in each case, acting singly or jointly, be, and each hereby is, authorized, empowered, and directed, with full power of delegation, to negotiate, execute, deliver, and file, in the name and on behalf of the Company, and under its corporate seal or otherwise, all plans, petitions, schedules, statements, motions, lists, applications, pleadings, papers, affidavits, declarations, orders and other documents (the “*Chapter 11 Filings*”) in the United States Bankruptcy Court for the District of Delaware (the “*Bankruptcy Court*”) (with such changes therein and additions thereto as any such Authorized Officer may deem necessary, appropriate or advisable, the execution and delivery of any of the Chapter 11 Filings by any such Authorized Officer with any changes thereto to be conclusive evidence that any such Authorized Officer deemed such changes to meet such standard); and be it further

**RESOLVED**, that any Authorized Officer, in each case, acting singly or jointly, be, and each hereby is, authorized, empowered, and directed, with full power of delegation, in the name and on behalf of the Company, to take and perform any and all further acts and deeds that such Authorized Officer deems necessary, appropriate, or desirable in connection with the Company’s chapter 11 case (the “*Chapter 11 Case*”) or the Chapter 11 Filings, including, without limitation, (i) the payment of fees, expenses and taxes such Authorized Officer deems necessary, appropriate, or



desirable, and (ii) negotiating, executing, delivering, performing and filing any and all additional documents, schedules, statements, lists, papers, agreements, certificates and/or instruments (or any amendments or modifications thereto) in connection with, or in furtherance of, the Chapter 11 Case with a view to the successful prosecution of the Chapter 11 Case (such acts to be conclusive evidence that such Authorized Officer deemed the same to meet such standard); and be it further

**RESOLVED**, that nothing in connection with the Company's Chapter 11 Cases, or any of the Chapter 11 Filings in furtherance thereof, is intended to, and shall not be deemed to, constitute the Company's request to initiate proceedings under any of the provisions of Ley de Concursos Mercantiles; and be it further

## **II. Retention of Advisors**

**RESOLVED**, that, in connection with the Chapter 11 Case, any Authorized Officer, in each case, acting singly or jointly, be, and each hereby is, authorized, empowered, and directed, with full power of delegation, in the name and on behalf of the Company, to employ and retain all assistance by legal counsel, accountants, financial advisors, investment bankers and other professionals, on behalf of the Company, which such Authorized Officer deems necessary, appropriate or advisable in connection with, or in furtherance of, the Chapter 11 Case, with a view to the successful prosecution of the Chapter 11 Case (such acts to be conclusive evidence that such Authorized Officer deemed the same to meet such standard); and be it further

**RESOLVED**, that the law firm of Weil, Gotshal & Manges LLP, located at 767 Fifth Avenue, New York, New York 10153, is hereby retained as counsel for the Company in its Chapter 11 Case, subject to Bankruptcy Court approval; and be it further

**RESOLVED**, that the law firm of Richards, Layton & Finger, P.A., located at One Rodney Square, 920 North King Street, Wilmington, Delaware 19807, is hereby retained as local counsel for the Company in its Chapter 11 Case, subject to Bankruptcy Court approval; and be it further

**RESOLVED**, that the firm of Lazard Frères & Co. LLC, located at 30 Rockefeller Plaza, New York, New York 10112, is hereby retained as investment banker for the Company in its Chapter 11 Case, subject to Bankruptcy Court approval; and be it further

**RESOLVED**, that the firm of PricewaterhouseCoopers LLP, located at 300 Madison Avenue, New York, New York 10017, is hereby retained as financial advisor for the Company in its Chapter 11 Case, subject to Bankruptcy Court approval; and be it further

**RESOLVED**, that the firm of Ernst & Young LLP, located at 5 Times Square, New York, New York 10036, is hereby retained as tax advisor for the Company in its Chapter 11 Case, subject to Bankruptcy Court approval; and be it further

**RESOLVED**, that the firm of Prime Clerk LLC, located at 830 Third Avenue, 9th Floor, New York, New York 10022, is hereby retained as claims, noticing and solicitation agent and administrative advisor for the Company in its Chapter 11 Case, subject to Bankruptcy Court approval; and be it further

**RESOLVED**, that any Authorized Officer, in each case, acting singly or jointly, be, and each hereby is, authorized, empowered, and directed, with full power of delegation, in the name and on behalf of the Company, to take and perform any and all further acts and deeds, including,

without limitation, (i) the payment of any consideration, (ii) the payment of fees, expenses and taxes such Authorized Officer deems necessary, appropriate, or desirable, and (iii) negotiating, executing, delivering, performing, and filing any and all documents, motions, pleadings, applications, declarations, affidavits, schedules, statements, lists, papers, agreements, certificates and/or instruments (or any amendments or modifications thereto) in connection with the engagement of professionals contemplated by the foregoing resolutions (such acts to be conclusive evidence that such Authorized Officer deemed the same to meet such standard); and be it further

### III. Accommodation Agreement

**RESOLVED**, that any Authorized Officer is hereby authorized, empowered, and directed, in the name and on behalf of the Company, to cause the Company to enter into, execute, deliver, certify, file or record, and perform, (i) that certain accommodation agreement (the "**Accommodation Agreement**"), substantially in the form presented to the Board, by and among the parties described therein, (ii) all provisions for adequate protection to be made by the Company and certain of its U.S. and Mexican direct and indirect subsidiaries, as set forth in the Accommodation Agreement, and (iii) such other documents, agreements, instruments and certificates as may be required by the Accommodation Agreement; and be it further

### IV. General Authorization and Ratification

**RESOLVED**, that any Authorized Officer, in each case, acting singly or jointly, be, and each hereby is, authorized, empowered, and directed, with full power of delegation, in the name and on behalf of the Company, to take and perform any and all further acts or deeds, including, but not limited to, (i) the negotiation of such additional agreements, amendments, modifications, supplements, reports, documents, instruments, applications, notes or certificates not now known but which may be required, (ii) the execution, delivery and filing (if applicable) of any of the foregoing, and (iii) the payment of all fees, consent payments, taxes and other expenses as any such Authorized Officer, in his or her sole discretion, may approve or deem necessary, appropriate or desirable in order to carry out the intent and accomplish the purposes of the foregoing resolutions and the transactions contemplated thereby, all of such actions, executions, deliveries, filings and payments to be conclusive evidence of such approval or that such Authorized Officer deemed the same to meet such standard; and be it further

**RESOLVED**, that any and all past actions heretofore taken by any Authorized Officer, any director, or any member of the Company in the name and on behalf of the Company in furtherance of any or all of the preceding resolutions be, and the same hereby are, ratified, confirmed, and approved in all respects.

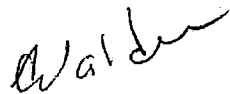
*[Signature Page Follows]*

Dated as of the date first written above.

**DIRECTORS:**

By: \_\_\_\_\_  
Yoichiro Nomura

By: \_\_\_\_\_  
Satoshi Seita

By:  \_\_\_\_\_  
Carlos Alberto Valdez-Andrade

Dated as of the date first written above.

**DIRECTORS:**

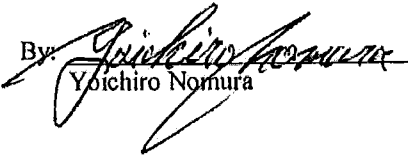
By: \_\_\_\_\_  
Yoichiro Nomura

By:   
Satoshi Seita

By: \_\_\_\_\_  
Carlos Alberto Valdez-Andrade

Dated as of the date first written above.

**DIRECTORS:**

By:   
Yoichiro Nomura

By: \_\_\_\_\_  
Satoshi Seita

By: \_\_\_\_\_  
Carlos Alberto Valdez-Andrade

Fill in this information to identify the case:

Debtor Name Industrias Irvin de Mexico, S.A. de C.V.

United States Bankruptcy Court for the: District of Delaware

Case number (if known): \_\_\_\_\_

Check if this is an amended filing

Official Form 204

**Chapter 11 or Chapter 9 Cases: Consolidated List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insiders**

12/15

A list of creditors holding the 50 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an insider, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 50 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1	Honda 24000 Honda Parkway Marysville, OH 43040	Name: Tom Lake Telephone: Email: tom_lake@ham.honda.com	Warranty, Recall & Indemnification	C, U, D	Undetermined	Undetermined	Undetermined
2	Toyota 6565 Headquarters Drive Plano, TX 75024	Name: Cortney Romans Telephone: Email: cortney.romans@toyota.com	Warranty, Recall & Indemnification	C, U, D	Undetermined	Undetermined	Undetermined
3	FCA 800 Chrysler Drive, Auburn Hills MI 48321-8004 USA	Name: Sigmund Huber Telephone: Email: sig.huber@fcagroup.com	Warranty, Recall & Indemnification	C, U, D	Undetermined	Undetermined	Undetermined
4	Mazda 3-1 Shinchi, Fuchu-cho, Aki-gun Hiroshima, Japan 730-8670	Name: Mr. Tetsuto Nakamura, General Manager, Purchasing Division Telephone: Email: nakamura.tet@mazda.co.jp	Warranty, Recall & Indemnification	C, U, D	Undetermined	Undetermined	Undetermined
5	Nissan 39001 Sunrise Farmington Hills, MI 48331	Name: Don Parshall Telephone: Email: don.parshall@nissan-usa.com	Warranty, Recall & Indemnification	C, U, D	Undetermined	Undetermined	Undetermined
6	BMW Knorrstrasse 147 München, Germany 80788	Name: Sven Hofmann Telephone: Email: sven.sh.hofmann@bmw.de	Warranty, Recall & Indemnification	C, U, D	Undetermined	Undetermined	Undetermined
7	Ford Town Center Offices, 18900 Michigan Ave Dearborn MI 48126, USA	Name: Dennis Barrish Telephone: Email: dbarrish@ford.com	Warranty, Recall & Indemnification	C, U, D	Undetermined	Undetermined	Undetermined

Debtor Industrias Irvin de Mexico, S.A. de C.V.

Case number (if known) \_\_\_\_\_

Name \_\_\_\_\_

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim		
				If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
8 GM/Saab 30001 Van Dyke Road, Mail Code: 480-210-855 Warren, MI 48090-9020	Name: Mark Fisher Telephone: Email: mark.w.fischer@gm.com	Warranty, Recall & Indemnification	C, U, D	Undetermined	Undetermined	Undetermined
9 Mitsubishi 1, Nakashinkiri, Hashime-cho, Okazaki, Aichi Pref., Japan	Name: Takashi Ito Telephone: Email: takashi.ito@mitsubishi-motors.com	Warranty, Recall & Indemnification	C, U, D	Undetermined	Undetermined	Undetermined
10 Subaru 2235 Marlton Pike W Cherry Hill, NJ 08002, USA	Name: Terri Woodard Claybrook, Director-Associate General Counsel Telephone: Email: tclaybrook@subaru.com	Warranty, Recall & Indemnification	C, U, D	Undetermined	Undetermined	Undetermined
11 Daimler/Mercedes Benz/Daimler Trucks HPC: G036, Schickardstr. 30, D-71034 Böblingen, Germany	Name: Goetz Rachner Telephone: Email: goetz.rachner@daimler.com	Warranty, Recall & Indemnification	C, U, D	Undetermined	Undetermined	Undetermined
12 Volkswagen/Audi Brieffach 1618, D-38436 Wolfsburg, Germany	Name: Dirk Taeger Telephone: Email: dirk.taeger@volkswagen.de	Warranty, Recall & Indemnification	C, U, D	Undetermined	Undetermined	Undetermined
13 Tesla 3500 Deer Creek Road Palo Alto, CA 94304, USA	Name: Telephone: Email:	Warranty, Recall & Indemnification	C, U, D	Undetermined	Undetermined	Undetermined
14 Forest River 55470 Country Road 1 Elkhart, IN 4614	Name: Telephone: Email:	Warranty, Recall & Indemnification	C, U, D	Undetermined	Undetermined	Undetermined
15 Fisker 5515 East La Palma Anaheim, CA 92807 USA	Name: Telephone: Email:	Warranty, Recall & Indemnification	C, U, D	Undetermined	Undetermined	Undetermined
16 Ferrari 250 Sylvan Ave Englewood Cliffs, NJ 07632, USA	Name: Telephone: Email:	Warranty, Recall & Indemnification	C, U, D	Undetermined	Undetermined	Undetermined
17 Jaguar Land Rover First Floor Building 552-G/8/3 Banbury Road Gaydon, UK CV35 0RR	Name: Antony Cunningham Telephone: Email: ACunning@jaguarlandrover.com	Warranty, Recall & Indemnification	C, U, D	Undetermined	Undetermined	Undetermined
18 US Economic Loss MDL Class Action, Plaintiffs Steering Committee Podhurst Orseck, P.A., 25 W. Flagler St., Ste. 800 Miami, FL 33130	Name: Peter Prieto of Podhurst Orseck, P.A. as Chair Lead Counsel Telephone: 305-358-2800 Fax: 305-358-2382 Email:	Litigation - Economic Loss	C, U, D			Undetermined
19 Canada Economic Loss Class Action Plaintiffs 1561 Ouellette Avenue Windsor, Ontario, N8X 1K5	Name: Suits, Strosberg LLP Telephone: 519-258-9333 Fax: 866-316-5311 Email:	Litigation - Economic Loss	C, U, D			Undetermined

Debtor Industrias Irvin de Mexico, S.A. de C.V.

Case number (if known) \_\_\_\_\_

Name \_\_\_\_\_

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim		
				If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
20 State of Hawaii, by its Office of Consumer Protection Cronin, Fried, Sekiya, Kekina & Fairbanks 600 Davies Pacific Center 841 Bishop Street Honolulu, Hawaii 96813	Name: L. Richard Fried, Jr. Patrick F. McTernan Telephone: 808-524-1433 Email:	Litigation	C, U, D			Undetermined
21 U.S. Virgin Islands, by its Attorney General on behalf of the Department of Licensing and Consumer Affairs Motley Rice LLC 401 9th St. NW, Suite 1001 Washington, DC 20004	Name: Linda Singer Telephone: 202-386-9626 ext. 5626 Fax: 202-386-9622 Email:	Litigation	C, U, D			Undetermined
22 State of New Mexico, by its Attorney General Dicello, Levitt & Casey Ten North Dearborn Street, 11th Floor Chicago, Illinois 60602	Name: Adam J. Levitt Telephone: 312-214-7900 Email:	Litigation	C, U, D			Undetermined
23 National Highway Traffic Safety Administration 1200 New Jersey Avenue, SE, West Building Washington, DC 20590	Name: Telephone: Email:	Fines & Penalties				\$180,000,000.00
24 Daicel Safety Systems 720 Old Liberty Church Road Beaver Dam, KY 42320	Name: Stacey Veteto Telephone: 270-274-2600 Email:	Trade				\$11,371,896.48
25 XPO Logistics Worldwide 560 Mission Street, Suite 2950 San Francisco, CA 94105-2992	Name: Eric Rudkin Telephone: 503-450-5806 Email:	Trade	U			\$5,000,000.00
26 Special Devices, Inc. 3431 N. Reseda Circle Mesa, AZ, 44060, US	Name: Abel Tejada Telephone: 480-832-0774 Email:	Trade				\$3,973,346.78
27 ARC Automotive 1357 Veterans Way Morgantown, KY 42261	Name: Bob Knight Telephone: 734-340-4980 Email:	Trade				\$2,058,845.29
28 O&S California, Inc. 9731 Siempre Viva Road, Suite E San Diego, CA 92154	Name: Bianca Gonzalez Telephone: 619-661-1800 Fax: 619 661-1900 Email:	Trade				\$1,761,915.09
29 Pegasus Auto Parts Arco Vial 3.8 Numero 3810, Santa Catarina Nuevo Leon, CP 66100, Mexico	Name: Masamichi Mima Telephone: 555-136-3377 Email:	Trade				\$1,489,561.60
30 Kayaku Safety Systems De Ave. Ruben J. Villarreal S/N Ex. Hacienda San Isidro, Salinas Victoria Nuevo Leon, Mexico 65503	Name: Alex Orozco Telephone: 8158-0000 X475 Email:	Trade				\$1,392,726.64
31 Praxair Mexico S De R Biologo Masimino Mtz 3804; San Salvador Xochimanca PME960701GGo Mexico D.F. MX 02870	Name: Carlos Cazares Telephone: 866-635-3162 Email:	Trade				\$1,132,128.85



Debtor Industrias Irvin de Mexico, S.A. de C.V.

Case number (if known) \_\_\_\_\_

Name

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim		
				If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
32 Robles, Delia represented by Contreras, Jose 19182 Lyle Ave Corona, CA 92881	Name: Delia Robles Telephone: 951-283-9337 Email:	Litigation - Personal Injury	C, U, D			Undetermined
33 Krasulja, Janiece 450 Seventh Avenue - 44th Floor New York, NY 10123	Name: Marc J. Rothenberg / The Rothenberg Law Firm Telephone: Email: 212-563-0100	Litigation - Personal Injury	C, U, D			Undetermined
34 Contreras, Jose; Martinez, Jessica and Daisy 1055 West 7th Street, 33rd Floor Penthouse Los Angeles, CA 90017	Name: Child & Marton LLP Telephone: 213-627-3113 Fax: 213-623-9237 (fax) Email:	Litigation - Personal Injury	C, U, D			Undetermined
35 Shinsho K'mac 26200 Town Center Dr #160 Novi, MI, 38655, US	Name: Yuki Yoshida Telephone: 248-305-9174 Fax: 248-305-9365 Email:	Trade				\$995,458.03
36 AFX Industries LLC 1411 Third Street, Suite G Port Huron, MI 48060	Name: Telephone: 810-966-4650 Fax: 810-987-8149 Email: mlowrie@afxindustries.com	Trade				\$857,251.77
37 3D Plastic, Inc. P.O. Box 72488 Cleveland, OH 44192-0002	Name: Linda Boles Telephone: 903-291-9333 Fax: 903-844-9338 Email:	Trade				\$833,151.93
38 J&S America 1820 E. University Drive, Auburn, AL 36830	Name: C/O Machen, McChesney & Chastain Telephone: 334-501-8900 Fax: 334-501-8905 Email:	Trade				\$790,789.68
39 Matsuju Mexicana Sa De CV Circuito San Roque Sur 323 C.P.36275 Parque Industrial Santa Fe Ampliacion Silao Guanajuato Mexico	Name: Shoji Kanbara Telephone: 472-748-9092 Email:	Trade				\$783,108.87
40 Extra Publicidad Y Servicios, S.A De C.V. Brasil 607 A Col. Guadalupe 25750- Monclova Monclova Coahuila De Zaragoza Mexico	Name: Gerardo Aguilar Telephone: 866-631-2269 Email:	Trade				\$773,227.30
41 Hy-GRO Chemicals Unit 203,204 2nd Floor; Sardar Patel Road, Secunderabaad, A.P. India	Name: Vivek Bishnoi Telephone: 00 91 4 27720233 Fax: 00 91 4 27848394 Email:	Trade				\$755,176.02
42 Hayakawa Electronics 10 Industrial Drive Oxford, MS, L71 4x6, US	Name: Allison Bailey Telephone: 662-234-1410 Fax: 662-234-1429 Email:	Trade				\$704,557.30
43 Kalkaska Screw Products 775 Rabourn Road Kalkaska, MI, 48026, US	Name: Paul Stewart Telephone: 231-258-2560 Fax: 231-258-5215 Email:	Trade				\$670,452.50
44 Indiana Automotive 1300 West Anderson Boulevard Greenfield, IN, 48375, US	Name: Cleo Walker Telephone: 317-467-0100 X231 Fax: 317-467-0400 Email:	Trade				\$644,814.81

Debtor Industrias Irvin de Mexico, S.A. de C.V.

Case number (if known) \_\_\_\_\_

Name \_\_\_\_\_

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim		
				If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
45 STT USA Inc 28175 Haggerty Road Suite 159 Novi, MI 48377	Name: Atsuharu Uchida Telephone: 248-994-5733 Email:	Trade				\$619,752.00
46 Gemini Plastics Inc. 4385 Garfield St Ubyly, MI, 60673-7149, US	Name: Telephone: 989-658-8557 Fax: 989-658-8041 Email:	Trade				\$613,483.61
47 Global Tek (WUXI) CO LTD No 17-15 Change Jiang S RD; Wuxi Na'I Hi-Tech Ind De; Wuxi Jiangsu, China 214028	Name: Daisie Chen Telephone: 801-391-7511 Email:	Trade				\$501,554.69
48 Gentherm Inc 21680 Haggarty Road Northville, MI 48167	Name: Elias Chidiac Telephone: 248-504-0500 Fax: 248-348-9734 Email: info@gentherm.com	Trade				\$482,928.89
49 Higuchi Manufacturing America L.L.C. 14901 Southlon Road San Antonio, TX 78112	Name: Makoto Suzuki Telephone: 210-633-2877 Fax: 210-633-9228 Email:	Trade				\$474,346.25
50 Mitsubishi Chemical 2001 Hood Road Greer, SC, 45403, US	Name: Traci Mefford Telephone: 864-879-5269 or 864-879-5613 Email:	Trade				\$469,684.75

**Fill in this information to identify the case and this filing:**Debtor Name Industrias Irvin de Mexico, S.A. de C.V.United States Bankruptcy Court for the: District of Delaware

Case number (If known): \_\_\_\_\_

Official Form 202**Declaration Under Penalty of Perjury for Non-Individual Debtors**

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

**Declaration and signature**

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- Schedule A/B: Assets—Real and Personal Property (Official Form 206A/B)
- Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)
- Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)
- Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)
- Schedule H: Codebtors (Official Form 206H)
- Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)
- Amended Schedule \_\_\_\_\_
- Chapter 11 or Chapter 9 Cases: Consolidated List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insiders (Official Form 204)
- Other documents that require a declaration:

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

Executed on: 06/25/2017  
MM/DD/YYYY

x

/s/ Ken Bowling  
Signature of individual signing on behalf of debtor

Ken Bowling  
Printed name

Secretary  
Position or relationship to debtor

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE**

	X	
	:	
<b>In re</b>	:	<b>Chapter 11</b>
	:	
<b>TK HOLDINGS INC., et al.,</b>	:	<b>Case No. 17- _____ ( )</b>
	:	
<b>Debtors.<sup>1</sup></b>	:	<b>Joint Administration Requested</b>
	:	
	X	

**CONSOLIDATED CORPORATE OWNERSHIP STATEMENT PURSUANT TO FED. R. BANKR. P. 1007(a)(1) AND 7007.1 AND LOCAL RULE 1007-1(a)**

Pursuant to Rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure and Rule 1007-1(a) of the Local Rules of Bankruptcy Practice and Procedure for the United States Bankruptcy Court for the District of Delaware, TK Holdings Inc. (“*TKH*”) and its affiliated debtors in the above-captioned chapter 11 cases, as debtors and debtors in possession (collectively, the “*Debtors*”), respectfully represent:

1. The Debtors are each, directly or indirectly, wholly-owned subsidiaries of Takata Corporation (“*TKJP*”), a corporation organized under the laws of Japan and publicly traded on the Tokyo Stock Exchange under the trading name “7312T.” To the best of the Debtors’ knowledge and belief, based on third party information and publicly filed disclosures, no person or entity, directly owns 10% or more of TKJP’s common stock other than TKJ Co., Ltd., which owns fifty-two and one-tenth percent (52.1%). One hundred percent (100%) of the ownership interests of TKJ Co., Ltd. is directly owned by Takata Sogyo Corporation. Attached hereto as **Exhibit A** is

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

an organizational chart reflecting all of the ownership interests of the Debtors and their non-debtor affiliates.

2. As set forth on **Exhibit A**, nineteen and two-tenths percent (19.2%) of the ownership interests of Takata Americas is directly owned by TKJP, sixty-eight and three-tenths percent (68.3%) is directly owned by Takata International Finance B.V. ("**TIF**"), a Besloten Vennootschap organized under the laws of the Netherlands, and the remaining twelve and one-half percent (12.5%) is directly owned by European Automotive Systems Limited ("**EASL**"), a limited liability company organized under the laws of the United Kingdom. Each of TIF and EASL is, directly or indirectly, wholly-owned by TKJP.
3. One hundred percent (100%) of the ownership interests of TK Finance, LLC ("**TK Finance**") is directly owned by Takata Americas.
4. One hundred percent (100%) of the ownership interests of TK China, LLC is directly owned by TK Finance and indirectly owned by Takata Americas.
5. Ninety-nine and six-tenths percent (99.6%) of the ownership interests of TKH is directly owned by Takata Americas and the remaining four-tenths percent (0.4%) is directly owned by TKJP.
6. One hundred percent (100%) of the ownership interests of Takata Protection Systems Inc. ("**TPS**") is directly owned by TKH and indirectly owned by Takata Americas.
7. One hundred percent (100%) of the ownership interests of Interiors in Flight Inc. is directly owned by TPS and indirectly owned by TKH and Takata Americas.
8. One hundred percent (100%) of the ownership interests of TK Mexico Inc. ("**TKMI**") is directly owned by TKH and indirectly owned by Takata Americas.
9. One hundred percent (100%) of the ownership interests of TK Mexico LLC ("**TKML**") is directly owned by TKMI and indirectly owned by TKH and Takata Americas.
10. Greater than ninety-nine and nine-tenths percent (99.9%) of the ownership interests of TK Holdings de Mexico, S. de R.L. de C.V. ("**TK Holdings de Mexico**") is directly owned by TKMI

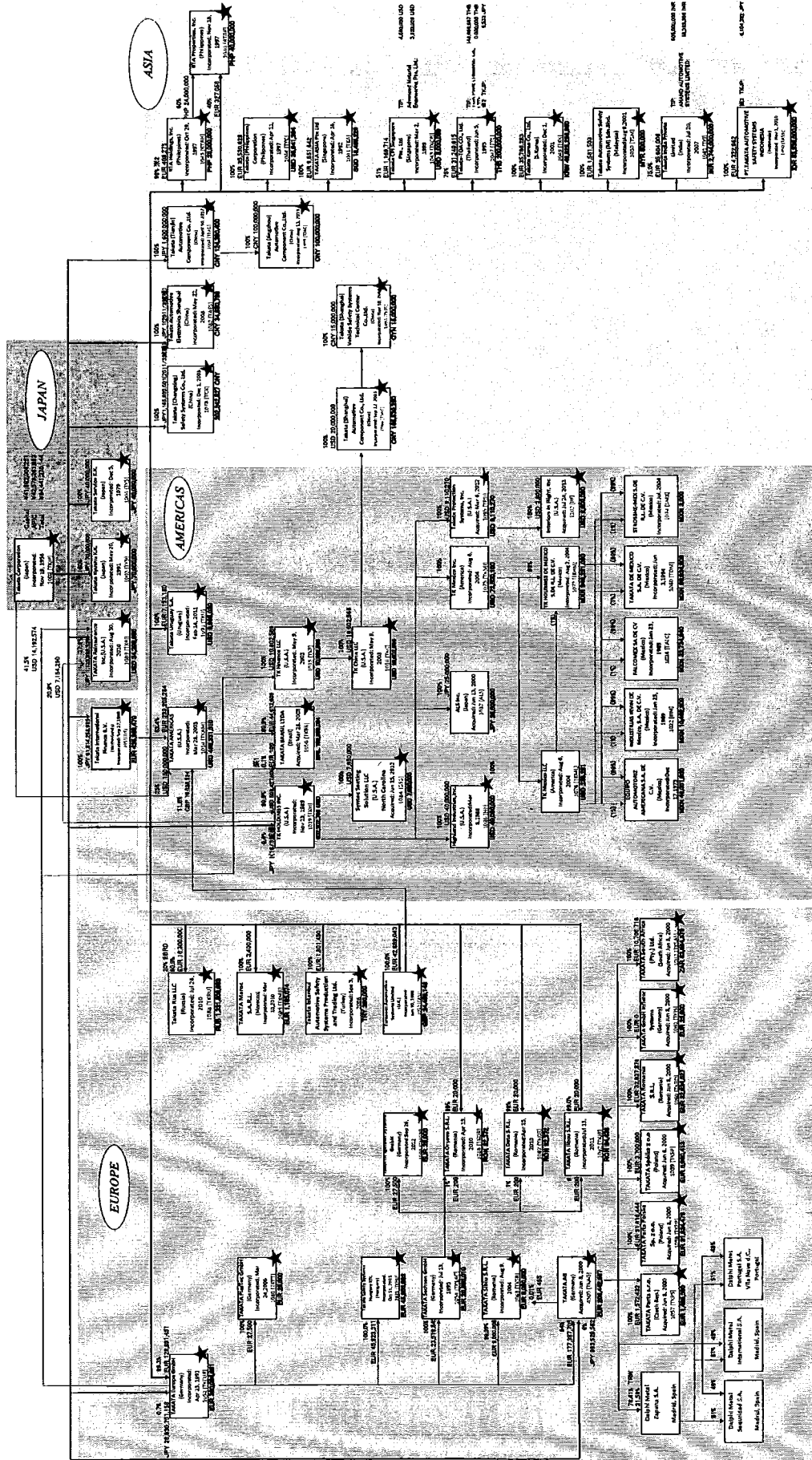
and the remaining less than one-tenth percent (0.1%) is directly owned by TKML. TK Holdings de Mexico is indirectly owned by TKH and Takata Americas.

11. Greater than ninety-nine and nine-tenths percent (99.9%) of the ownership interests of Industrias Irvin de Mexico, S.A. de C.V. ("*Industrias Irvin*") is directly owned by TK Holdings de Mexico and the remaining less than one-tenth percent (0.1%) is directly owned by TKML. Industrias Irvin is indirectly owned by TKMI, TKH, and Takata Americas.
12. Greater than ninety-nine and nine-tenths percent (99.9%) of the ownership interests of Takata de Mexico, S.A. de C.V. ("*TK DM*") is directly owned by TK Holdings de Mexico and the remaining less than one-tenth percent (0.1%) is directly owned by TKML. TK DM is indirectly owned by TKMI, TKH, and Takata Americas.
13. Greater than ninety-nine and nine-tenths percent (99.9%) of the ownership interests of Strosshe-Mex, S. de R.L. de C.V. ("*SMX*") is directly owned by TK Holdings de Mexico and the remaining less than one-tenth percent (0.1%) is directly owned by TKML. SMX is indirectly owned by TKMI, TKH, and Takata Americas.

**Exhibit A**

**Corporate Organizational Chart**

**Corporate Organizational Chart**





**Fill in this information to identify the case and this filing:**Debtor Name Industrias Irvin de Mexico, S.A. de C.V.United States Bankruptcy Court for the: District of Delaware

Case number (If known): \_\_\_\_\_

Official Form 202**Declaration Under Penalty of Perjury for Non-Individual Debtors**

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

**Declaration and signature**

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- Schedule A/B: Assets—Real and Personal Property (Official Form 206A/B)
- Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)
- Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)
- Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)
- Schedule H: Codebtors (Official Form 206H)
- Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)
- Amended Schedule \_\_\_\_\_
- Chapter 11 or Chapter 9 Cases: Consolidated List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insiders (Official Form 204)
- Other documents that require a declaration: Corporate Ownership Statement

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

Executed on: 06/25/2017  
MM/DD/YYYY

x

/s/ Ken Bowling  
Signature of individual signing on behalf of debtor

Ken Bowling  
Printed name

Secretary  
Position or relationship to debtor

**LIST OF EQUITY SECURITY HOLDERS**

(Industrias Irvin de Mexico, S.A. de C.V.)

<b>Name and Last Known Address of Equity Interest Holder</b>	<b>Kind/Class of Interest</b>	<b>Number of Interests Held</b>
TK Holdings de Mexico, S. de R.L. de C.V.  Carretera Santa Rosa Km 3.5, Interior A Apodaca, Nuevo León 66600, Mexico	Common Stock	99.9%
TK Mexico LLC  2500 Takata Drive Auburn Hills, Michigan 48326	Common Stock	0.1%

**Fill in this information to identify the case and this filing:**Debtor Name Industrias Irvin de Mexico, S.A. de C.V.United States Bankruptcy Court for the: District of Delaware

Case number (If known): \_\_\_\_\_

Official Form 202**Declaration Under Penalty of Perjury for Non-Individual Debtors**

12/15

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WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

**Declaration and signature**

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- Schedule A/B: Assets—Real and Personal Property (Official Form 206A/B)
- Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)
- Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)
- Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)
- Schedule H: Codebtors (Official Form 206H)
- Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)
- Amended Schedule \_\_\_\_\_
- Chapter 11 or Chapter 9 Cases: Consolidated List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insiders (Official Form 204)
- Other documents that require a declaration: List of Equity Security Holders

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

Executed on: 06/25/2017  
MM/DD/YYYY

x

/s/ Ken Bowling  
Signature of individual signing on behalf of debtor

Ken Bowling  
Printed name

Secretary  
Position or relationship to debtor

# Tab K

This is **Exhibit "K"** referred to in the  
affidavit of **SHARON KOUR**  
sworn before me this  
28th day of June, 2017



---

A Commissioner for taking affidavits

Fill in this information to identify the case

United States Bankruptcy Court for the:

District of Delaware

Case number (if known): \_\_\_\_\_ Chapter 11

Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

04/16

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's name Takata de Mexico, S.A. de C.V.

2. All other names debtor used in the last 8 years

Include any assumed names, trade names, and *doing business as* names

3. Debtor's federal Employer Identification Number (EIN) N/A

4. Debtor's address

Principal place of business

Mailing address, if different from principal place of business

Lib. Carlos Salinas de Gortari 198  
Number Street

Number Street

P.O. Box

Frontera Coahuila 25618  
City State ZIP Code

City State ZIP Code

Location of principal assets, if different from principal place of business

Mexico  
Country

Number Street

City State ZIP Code

5. Debtor's website (URL) www.takata.com/en/

6. Type of debtor

- Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
- Partnership (excluding LLP)
- Other. Specify: Mexican Sociedad Anonima de Capital Variable

CERTIFIED:  
 AS A TRUE COPY:  
 ATTEST:  
 UNA M. O'BOYLE  
 U. S. BANKRUPTCY COURT  
 Deputy Clerk

6/28/17

\* 1

Debtor Takata de Mexico, S.A. de C.V.  
Name

Case number (if known) \_\_\_\_\_

**7. Describe debtor's business**

A. Check one:

- Health Care Business (as defined in 11 U.S.C. § 101(27A))
- Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- Railroad (as defined in 11 U.S.C. § 101(44))
- Stockbroker (as defined in 11 U.S.C. § 101(53A))
- Commodity Broker (as defined in 11 U.S.C. § 101(6))
- Clearing Bank (as defined in 11 U.S.C. § 781(3))
- None of the above: Automotive Safety System Supplier (Maquiladora)

B. Check all that apply:

- Tax- entity (as described in 26 U.S.C. § 501)
- Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
- Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes>.

3363

**8. Under which chapter of the Bankruptcy Code is the debtor filing?**

Check one:

- Chapter 7
- Chapter 9

Chapter 11. Check all that apply:

- Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,566,050 (amount subject to adjustment on 4/01/19 and every 3 years after that).
- The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- A plan is being filed with this petition.
- Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
- The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
- The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.

Chapter 12

**9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?**

No

Yes

District \_\_\_\_\_ When \_\_\_\_\_ Case number \_\_\_\_\_

MM/ DD/ YYYY

District \_\_\_\_\_ When \_\_\_\_\_ Case number \_\_\_\_\_

MM / DD/ YYYY

If more than 2 cases, attach a separate list.

**10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?**

No

Yes

Debtor See attached Schedule 1 Relationship See attached Schedule 1

District See attached Schedule 1 When 06/25/2017

Case number, if known \_\_\_\_\_ MM / DD/ YYYY

List all cases. If more than 1, attach a separate list.

Debtor Takata de Mexico, S.A. de C.V.  
Name

Case number (if known) \_\_\_\_\_

**11. Why is the case filed in this district?**

Check all that apply:

- Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
- A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

**12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?<sup>1</sup>**

- No
- Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

**Why does the property need immediate attention?** (Check all that apply.)

- It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.

What is the hazard? \_\_\_\_\_

- It needs to be physically secured or protected from the weather.
- It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).

Other \_\_\_\_\_

**Where is the property?**

Number	Street
City	State
	ZIP Code

**Is the property insured?**

- No
- Yes. Insurance agency \_\_\_\_\_  
Contact Name \_\_\_\_\_  
Phone \_\_\_\_\_

**Statistical and administrative information (on a consolidated basis)**

**13. Debtor's estimation of available funds**

Check one:

- Funds will be available for distribution to unsecured creditors.
- After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

**14. Estimated number of creditors**

- |                                  |  |  |
|----------------------------------|--|--|
| <input type="checkbox"/> 1-49    | <input type="checkbox"/> 1,000-5,000   | <input type="checkbox"/> 25,001-50,000             |
| <input type="checkbox"/> 50-99   | <input type="checkbox"/> 5,001-10,000  | <input checked="" type="checkbox"/> 50,001-100,000 |
| <input type="checkbox"/> 100-199 | <input type="checkbox"/> 10,001-25,000 | <input type="checkbox"/> More than 100,000         |
| <input type="checkbox"/> 200-999 |  |  |

**15. Estimated assets**

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> \$0-\$50,000          | <input type="checkbox"/> \$1,000,001-\$10 million    | <input type="checkbox"/> \$500,000,001-\$1 billion               |
| <input type="checkbox"/> \$50,001-\$100,000    | <input type="checkbox"/> \$10,000,001-\$50 million   | <input checked="" type="checkbox"/> \$1,000,000,001-\$10 billion |
| <input type="checkbox"/> \$100,001-\$500,000   | <input type="checkbox"/> \$50,000,001-\$100 million  | <input type="checkbox"/> \$10,000,000,001-\$50 billion           |
| <input type="checkbox"/> \$500,001-\$1 million | <input type="checkbox"/> \$100,000,001-\$500 million | <input type="checkbox"/> More than \$50 billion                  |

<sup>1</sup> In the ordinary course of its business and manufacturing operations, the Debtor stores, transports, and utilizes certain chemicals and other materials, including without limitation, ammonium nitrate, which may be combustible in certain circumstances. To the best of the Debtor's knowledge and belief, these items pose no threat of imminent and identifiable harm to the public health and safety.



Debtor Takata de Mexico, S.A. de C.V.  
Name

Case number (if known) \_\_\_\_\_

- 16. Estimated liabilities**
- |  |  |   |
|--|--|---|
| <input type="checkbox"/> \$0-\$50,000          | <input type="checkbox"/> \$1,000,001-\$10 million    | <input type="checkbox"/> \$500,000,001-\$1 billion                |
| <input type="checkbox"/> \$50,001-\$100,000    | <input type="checkbox"/> \$10,000,001-\$50 million   | <input type="checkbox"/> \$1,000,000,001-\$10 billion             |
| <input type="checkbox"/> \$100,001-\$500,000   | <input type="checkbox"/> \$50,000,001-\$100 million  | <input checked="" type="checkbox"/> \$10,000,000,001-\$50 billion |
| <input type="checkbox"/> \$500,001-\$1 million | <input type="checkbox"/> \$100,000,001-\$500 million | <input type="checkbox"/> More than \$50 billion                   |

### Request for Relief, Declaration, and Signatures

**WARNING** – Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

**17. Declaration and signature of authorized representative of debtor**

- The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.
- I have been authorized to file this petition on behalf of the debtor.
- I have examined the information in this petition and have a reasonable belief that the information is true and correct.

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

Executed on 06/25/2017  
MM / DD / YYYY

**x** /s/ Ken Bowling Ken Bowling  
Signature of authorized representative of debtor Printed name

Secretary  
Title

**18. Signature of attorney**

**x** /s/ Mark D. Collins Date 06/25/2017  
Signature of attorney for debtor MM / DD / YYYY

Mark D. Collins Ronit J. Berkovich  
Printed Name

Richards, Layton & Finger, P.A. Weil, Gotshal & Manges LLP  
Firm Name

One Rodney Square, 920 North King Street 767 Fifth Avenue  
Number Street

Wilmington, DE 19801 New York, NY 10153  
City/State/Zip

(302) 651-7700 (212) 310-8000  
Contact phone

collins@rjf.com ronit.berkovich@weil.com  
Contact email address

2981 DE  
Bar Number State

**Schedule 1****Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor**

On the date hereof, each of the affiliated entities listed below (including the debtor in this chapter 11 case) filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code in the United States Bankruptcy Court for the District of Delaware. The Debtors have filed a motion requesting that the chapter 11 cases of these entities be consolidated for procedural purposes only and jointly administered under the number assigned to the chapter 11 case of TK Holdings Inc.

<b>COMPANY</b>	<b>CASE NUMBER</b>
Takata Americas	17-_____( )
TK Finance, LLC	17-_____( )
TK China, LLC	17-_____( )
TK Holdings Inc.	17-_____( )
Takata Protection Systems Inc.	17-_____( )
Interiors in Flight Inc.	17-_____( )
TK Mexico Inc.	17-_____( )
TK Mexico LLC	17-_____( )
TK Holdings de Mexico, S. de R.L. de C.V.	17-_____( )
Industrias Irvin de Mexico, S.A. de C.V.	17-_____( )
Takata de Mexico, S.A. de C.V.	17-_____( )
Strosshe-Mex, S. de R.L. de C.V.	17-_____( )

**RESOLUTIONS OF THE BOARD OF DIRECTORS  
OF  
TAKATA DE MEXICO, S.A. DE C.V.**

June 25, 2017

Effective as of this 25th day of June, 2017, pursuant to a special meeting of the board of directors (the “**Board**”) of Takata de Mexico, S.A. de C.V. (the “**Company**”), a Mexican Sociedad Anonima de Capital Variable, on the same date, at which a quorum was present, upon a motion duly made and seconded and acting pursuant to the Company’s organizational documents, the members of the Board constituting at least a majority of the directors then in office took the following actions and adopted the following resolutions:

**WHEREAS**, the Board has reviewed and had the opportunity to ask questions about the materials presented by the management and the advisors of the Company regarding the liabilities and liquidity of the Company and its subsidiaries and affiliates, the strategic alternatives available to it and the impact of the foregoing on the Company’s businesses;

**WHEREAS**, the Board has had the opportunity to consult with the management and the legal and financial advisors of the Company to fully consider, and has considered, the strategic alternatives available to the Company; and

**WHEREAS**, the Board desires to approve the following resolutions:

**I. Commencement of Chapter 11 Case**

**NOW, THEREFORE, BE IT RESOLVED**, that the Board has determined, after consultation with the management and the legal and financial advisors of the Company, that it is desirable and in the best interests of the Company, its shareholders, creditors, and other parties in interest that a petition be filed by the Company seeking relief under the provisions of chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”); and be it further

**RESOLVED**, that any officer of the Company (each, an “**Authorized Officer**”), in each case, acting singly or jointly, be, and each hereby is, authorized, empowered, and directed, with full power of delegation, to negotiate, execute, deliver, and file, in the name and on behalf of the Company, and under its corporate seal or otherwise, all plans, petitions, schedules, statements, motions, lists, applications, pleadings, papers, affidavits, declarations, orders and other documents (the “**Chapter 11 Filings**”) in the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”) (with such changes therein and additions thereto as any such Authorized Officer may deem necessary, appropriate or advisable, the execution and delivery of any of the Chapter 11 Filings by any such Authorized Officer with any changes thereto to be conclusive evidence that any such Authorized Officer deemed such changes to meet such standard); and be it further

**RESOLVED**, that any Authorized Officer, in each case, acting singly or jointly, be, and each hereby is, authorized, empowered, and directed, with full power of delegation, in the name and on behalf of the Company, to take and perform any and all further acts and deeds that such Authorized Officer deems necessary, appropriate, or desirable in connection with the Company’s chapter 11 case (the “**Chapter 11 Case**”) or the Chapter 11 Filings, including, without limitation, (i) the payment of fees, expenses and taxes such Authorized Officer deems necessary, appropriate, or

desirable, and (ii) negotiating, executing, delivering, performing and filing any and all additional documents, schedules, statements, lists, papers, agreements, certificates and/or instruments (or any amendments or modifications thereto) in connection with, or in furtherance of, the Chapter 11 Case with a view to the successful prosecution of the Chapter 11 Case (such acts to be conclusive evidence that such Authorized Officer deemed the same to meet such standard); and be it further

**RESOLVED**, that nothing in connection with the Company's Chapter 11 Cases, or any of the Chapter 11 Filings in furtherance thereof, is intended to, and shall not be deemed to, constitute the Company's request to initiate proceedings under any of the provisions of Ley de Concursos Mercantiles; and be it further

## **II. Retention of Advisors**

**RESOLVED**, that, in connection with the Chapter 11 Case, any Authorized Officer, in each case, acting singly or jointly, be, and each hereby is, authorized, empowered, and directed, with full power of delegation, in the name and on behalf of the Company, to employ and retain all assistance by legal counsel, accountants, financial advisors, investment bankers and other professionals, on behalf of the Company, which such Authorized Officer deems necessary, appropriate or advisable in connection with, or in furtherance of, the Chapter 11 Case, with a view to the successful prosecution of the Chapter 11 Case (such acts to be conclusive evidence that such Authorized Officer deemed the same to meet such standard); and be it further

**RESOLVED**, that the law firm of Weil, Gotshal & Manges LLP, located at 767 Fifth Avenue, New York, New York 10153, is hereby retained as counsel for the Company in its Chapter 11 Case, subject to Bankruptcy Court approval; and be it further

**RESOLVED**, that the law firm of Richards, Layton & Finger, P.A., located at One Rodney Square, 920 North King Street, Wilmington, Delaware 19807, is hereby retained as local counsel for the Company in its Chapter 11 Case, subject to Bankruptcy Court approval; and be it further

**RESOLVED**, that the firm of Lazard Frères & Co. LLC, located at 30 Rockefeller Plaza, New York, New York 10112, is hereby retained as investment banker for the Company in its Chapter 11 Case, subject to Bankruptcy Court approval; and be it further

**RESOLVED**, that the firm of PricewaterhouseCoopers LLP, located at 300 Madison Avenue, New York, New York 10017, is hereby retained as financial advisor for the Company in its Chapter 11 Case, subject to Bankruptcy Court approval; and be it further

**RESOLVED**, that the firm of Ernst & Young LLP, located at 5 Times Square, New York, New York 10036, is hereby retained as tax advisor for the Company in its Chapter 11 Case, subject to Bankruptcy Court approval; and be it further

**RESOLVED**, that the firm of Prime Clerk LLC, located at 830 Third Avenue, 9th Floor, New York, New York 10022, is hereby retained as claims, noticing and solicitation agent and administrative advisor for the Company in its Chapter 11 Case, subject to Bankruptcy Court approval; and be it further

**RESOLVED**, that any Authorized Officer, in each case, acting singly or jointly, be, and each hereby is, authorized, empowered, and directed, with full power of delegation, in the name and on behalf of the Company, to take and perform any and all further acts and deeds, including,

without limitation, (i) the payment of any consideration, (ii) the payment of fees, expenses and taxes such Authorized Officer deems necessary, appropriate, or desirable, and (iii) negotiating, executing, delivering, performing, and filing any and all documents, motions, pleadings, applications, declarations, affidavits, schedules, statements, lists, papers, agreements, certificates and/or instruments (or any amendments or modifications thereto) in connection with the engagement of professionals contemplated by the foregoing resolutions (such acts to be conclusive evidence that such Authorized Officer deemed the same to meet such standard); and be it further

### III. Accommodation Agreement

**RESOLVED**, that any Authorized Officer is hereby authorized, empowered, and directed, in the name and on behalf of the Company, to cause the Company to enter into, execute, deliver, certify, file or record, and perform, (i) that certain accommodation agreement (the "*Accommodation Agreement*"), substantially in the form presented to the Board, by and among the parties described therein, (ii) all provisions for adequate protection to be made by the Company and certain of its U.S. and Mexican direct and indirect subsidiaries, as set forth in the Accommodation Agreement, and (iii) such other documents, agreements, instruments and certificates as may be required by the Accommodation Agreement; and be it further

### IV. General Authorization and Ratification

**RESOLVED**, that any Authorized Officer, in each case, acting singly or jointly, be, and each hereby is, authorized, empowered, and directed, with full power of delegation, in the name and on behalf of the Company, to take and perform any and all further acts or deeds, including, but not limited to, (i) the negotiation of such additional agreements, amendments, modifications, supplements, reports, documents, instruments, applications, notes or certificates not now known but which may be required, (ii) the execution, delivery and filing (if applicable) of any of the foregoing, and (iii) the payment of all fees, consent payments, taxes and other expenses as any such Authorized Officer, in his or her sole discretion, may approve or deem necessary, appropriate or desirable in order to carry out the intent and accomplish the purposes of the foregoing resolutions and the transactions contemplated thereby, all of such actions, executions, deliveries, filings and payments to be conclusive evidence of such approval or that such Authorized Officer deemed the same to meet such standard; and be it further


**RESOLVED**, that any and all past actions heretofore taken by any Authorized Officer, any director, or any member of the Company in the name and on behalf of the Company in furtherance of any or all of the preceding resolutions be, and the same hereby are, ratified, confirmed, and approved in all respects.

*[Signature Page Follows]*

Dated as of the date first written above.

**DIRECTORS:**

By: \_\_\_\_\_  
Yoichiro Nomura

By:  \_\_\_\_\_  
Satoshi Seita

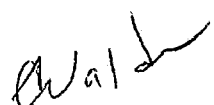
By: \_\_\_\_\_  
Carlos Alberto Valdez-Andrade

Dated as of the date first written above.

**DIRECTORS:**

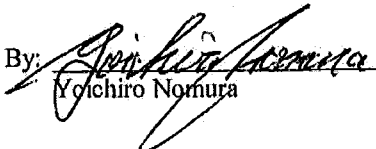
By: \_\_\_\_\_  
Yoichiro Nomura

By: \_\_\_\_\_  
Satoshi Seita

By:  \_\_\_\_\_  
Carlos Alberto Valdez-Andrade

Dated as of the date first written above.

**DIRECTORS:**

By:   
Yoichiro Nomura

By: \_\_\_\_\_  
Satoshi Seita

By: \_\_\_\_\_  
Carlos Alberto Valdez-Andrade



**Fill in this information to identify the case:**

Debtor Name Takata de Mexico, S.A. de C.V.

United States Bankruptcy Court for the: District of Delaware

Case number (if known): \_\_\_\_\_

Check if this is an amended filing

**Official Form 204**  
**Chapter 11 or Chapter 9 Cases: Consolidated List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insiders**

12/15

A list of creditors holding the 50 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an insider, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 50 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1	Honda 24000 Honda Parkway Marysville, OH 43040	Name: Tom Lake Telephone: Email: tom_lake@ham.honda.com	Warranty, Recall & Indemnification	C, U, D	Undetermined	Undetermined	Undetermined
2	Toyota 6565 Headquarters Drive Plano, TX 75024	Name: Cortney Romans Telephone: Email: cortney.romans@toyota.com	Warranty, Recall & Indemnification	C, U, D	Undetermined	Undetermined	Undetermined
3	FCA 800 Chrysler Drive, Auburn Hills MI 48321-8004 USA	Name: Sigmund Huber Telephone: Email: sig.huber@fcagroup.com	Warranty, Recall & Indemnification	C, U, D	Undetermined	Undetermined	Undetermined
4	Mazda 3-1 Shinchii, Fuchu-cho, Aki-gun Hiroshima, Japan 730-8670	Name: Mr. Tetsuto Nakamura, General Manager, Purchasing Division Telephone: Email: nakamura.tet@mazda.co.jp	Warranty, Recall & Indemnification	C, U, D	Undetermined	Undetermined	Undetermined
5	Nissan 39001 Sunrise Farmington Hills, MI 48331	Name: Don Parshall Telephone: Email: don.parshall@nissan-usa.com	Warranty, Recall & Indemnification	C, U, D	Undetermined	Undetermined	Undetermined
6	BMW Knorrstrasse 147 München, Germany 80788	Name: Sven Hofmann Telephone: Email: sven.sh.hofmann@bmw.de	Warranty, Recall & Indemnification	C, U, D	Undetermined	Undetermined	Undetermined
7	Ford Town Center Offices, 18900 Michigan Ave Dearborn MI 48126, USA	Name: Dennis Barrish Telephone: Email: dbarrish@ford.com	Warranty, Recall & Indemnification	C, U, D	Undetermined	Undetermined	Undetermined

Debtor **Takata de Mexico, S.A. de C.V.**

Case number (if known)

Name

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim		
				If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
8 GM/Saab 30001 Van Dyke Road, Mail Code: 480-210-855 Warren, MI 48090-9020	Name: Mark Fisher Telephone: Email: mark.w.fischer@gm.com	Warranty, Recall & Indemnification	C, U, D	Undetermined	Undetermined	Undetermined
9 Mitsubishi 1, Nakashinkiri, Hashime-cho, Okazaki, Aichi Pref., Japan	Name: Takashi Ito Telephone: Email: takashi.ito@mitsubishi-motors.com	Warranty, Recall & Indemnification	C, U, D	Undetermined	Undetermined	Undetermined
10 Subaru 2235 Marlton Pike W Cherry Hill, NJ 08002, USA	Name: Terri Woodard Claybrook, Director-Associate General Counsel Telephone: Email: tclaybrook@subaru.com	Warranty, Recall & Indemnification	C, U, D	Undetermined	Undetermined	Undetermined
11 Daimler/Mercedes Benz/Daimler Trucks HPC: G036, Schickardstr. 30, D-71034 Böblingen, Germany	Name: Goetz Rachner Telephone: Email: goetz.rachner@daimler.com	Warranty, Recall & Indemnification	C, U, D	Undetermined	Undetermined	Undetermined
12 Volkswagen/Audi Brieffach 1618, D-38436 Wolfsburg, Germany	Name: Dirk Taeger Telephone: Email: dirk.taeger@volkswagen.de	Warranty, Recall & Indemnification	C, U, D	Undetermined	Undetermined	Undetermined
13 Tesla 3500 Deer Creek Road Palo Alto, CA 94304, USA	Name: Telephone: Email:	Warranty, Recall & Indemnification	C, U, D	Undetermined	Undetermined	Undetermined
14 Forest River 55470 Country Road 1 Elkhart, IN 4614	Name: Telephone: Email:	Warranty, Recall & Indemnification	C, U, D	Undetermined	Undetermined	Undetermined
15 Fisker 5515 East La Palma Anaheim, CA 92807 USA	Name: Telephone: Email:	Warranty, Recall & Indemnification	C, U, D	Undetermined	Undetermined	Undetermined
16 Ferrari 250 Sylvan Ave Englewood Cliffs, NJ 07632, USA	Name: Telephone: Email:	Warranty, Recall & Indemnification	C, U, D	Undetermined	Undetermined	Undetermined
17 Jaguar Land Rover First Floor Building 552-G/8/3 Banbury Road Gaydon, UK CV35 0RR	Name: Antony Cunningham Telephone: Email: ACunning@jaguarlandrover.com	Warranty, Recall & Indemnification	C, U, D	Undetermined	Undetermined	Undetermined
18 US Economic Loss MDL Class Action, Plaintiffs Steering Committee Podhurst Orseck, P.A., 25 W. Flagler St., Ste. 800 Miami, FL 33130	Name: Peter Prieto of Podhurst Orseck, P.A. as Chair Lead Counsel Telephone: 305-358-2800 Fax: 305-358-2382 Email:	Litigation - Economic Loss	C, U, D			Undetermined
19 Canada Economic Loss Class Action Plaintiffs 1561 Ouellette Avenue Windsor, Ontario, N8X 1K5	Name: Sutts, Strosberg LLP Telephone: 519-258-9333 Fax: 866-316-5311 Email:	Litigation - Economic Loss	C, U, D			Undetermined

Debtor Takata de Mexico, S.A. de C.V.

Case number (if known)

Name

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim			
				If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.			
20 State of Hawaii, by its Office of Consumer Protection Cronin, Fried, Sekiya, Kekina & Fairbanks 600 Davies Pacific Center 841 Bishop Street Honolulu, Hawaii 96813	Name: L. Richard Fried, Jr. Patrick F. McTernan Telephone: 808-524-1433 Email:	Litigation	C, U, D				Undetermined
21 U.S. Virgin Islands, by its Attorney General on behalf of the Department of Licensing and Consumer Affairs Motley Rice LLC 401 9th St. NW, Suite 1001 Washington, DC 20004	Name: Linda Singer Telephone: 202-386-9626 ext. 5626 Fax: 202-386-9622 Email:	Litigation	C, U, D				Undetermined
22 State of New Mexico, by its Attorney General Dicello, Levitt & Casey Ten North Dearborn Street, 11th Floor Chicago, Illinois 60602	Name: Adam J. Levitt Telephone: 312-214-7900 Email:	Litigation	C, U, D				Undetermined
23 National Highway Traffic Safety Administration 1200 New Jersey Avenue, SE, West Building Washington, DC 20590	Name: Telephone: Email:	Fines & Penalties					\$180,000,000.00
24 Daicel Safety Systems 720 Old Liberty Church Road Beaver Dam, KY 42320	Name: Stacey Veteto Telephone: 270-274-2600 Email:	Trade					\$11,371,896.48
25 XPO Logistics Worldwide 560 Mission Street, Suite 2950 San Francisco, CA 94105-2992	Name: Eric Rudkin Telephone: 503-450-5806 Email:	Trade	U				\$5,000,000.00
26 Special Devices, Inc. 3431 N. Reseda Circle Mesa, AZ, 44060, US	Name: Abel Tejada Telephone: 480-832-0774 Email:	Trade					\$3,973,346.78
27 ARC Automotive 1357 Veterans Way Morgantown, KY 42261	Name: Bob Knight Telephone: 734-340-4980 Email:	Trade					\$2,058,845.29
28 O&S California, Inc. 9731 Siempre Viva Road, Suite E San Diego, CA 92154	Name: Bianca Gonzalez Telephone: 619-661-1800 Fax: 619 661-1900 Email:	Trade					\$1,761,915.09
29 Pegasus Auto Parts Arco Vial 3.8 Numero 3810, Santa Catarina Nuevo Leon, CP 66100, Mexico	Name: Masamichi Mima Telephone: 555-136-3377 Email:	Trade					\$1,489,561.60
30 Kayaku Safety Systems De Ave. Ruben J. Villarreal S/N Ex. Hacienda San Isidro, Salinas Victoria Nuevo Leon, Mexico 65503	Name: Alex Orozco Telephone: 8158-0000 X475 Email:	Trade					\$1,392,726.64
31 Praxair Mexico S De R Biologo Masimino Mtz 3804; San Salvador Xochimanca PME960701GGo Mexico D.F. MX 02870	Name: Carlos Cazares Telephone: 866-635-3162 Email:	Trade					\$1,132,128.85

Debtor Takata de Mexico, S.A. de C.V.

Case number (if known) \_\_\_\_\_

Name

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim		
				If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
32 Robles, Delia represented by Contreras, Jose 19182 Lyle Ave Corona, CA 92881	Name: Delia Robles Telephone: 951-283-9337 Email:	Litigation - Personal Injury	C, U, D			Undetermined
33 Krasulja, Janiece 450 Seventh Avenue - 44th Floor New York, NY 10123	Name: Marc J. Rothenberg / The Rothenberg Law Firm Telephone: Email: 212-563-0100	Litigation - Personal Injury	C, U, D			Undetermined
34 Contreras, Jose; Martinez, Jessica and Daisy 1055 West 7th Street, 33rd Floor Penthouse Los Angeles, CA 90017	Name: Child & Marton LLP Telephone: 213-627-3113 Fax: 213-623-9237 (fax) Email:	Litigation - Personal Injury	C, U, D			Undetermined
35 Shinsho K'mac 26200 Town Center Dr #160 Novi, MI, 38655, US	Name: Yuki Yoshida Telephone: 248-305-9174 Fax: 248-305-9365 Email:	Trade				\$995,458.03
36 AFX Industries LLC 1411 Third Street, Suite G Port Huron, MI 48060	Name: Telephone: 810-966-4650 Fax: 810-987-8149 Email: mlowrie@afixindustries.com	Trade				\$857,251.77
37 3D Plastic, Inc. P.O. Box 72488 Cleveland, OH 44192-0002	Name: Linda Boles Telephone: 903-291-9333 Fax: 903-844-9338 Email:	Trade				\$833,151.93
38 J&S America 1820 E. University Drive, Auburn, AL 36830	Name: C/O Machen, McChesney & Chastain Telephone: 334-501-8900 Fax: 334-501-8905 Email:	Trade				\$790,789.68
39 Matsuju Mexicana Sa De CV Circuito San Roque Sur 323 C.P.36275 Parque Industrial Santa Fe Ampliacion Silao Guanajuato Mexico	Name: Shoji Kanbara Telephone: 472-748-9092 Email:	Trade				\$783,108.87
40 Extra Publicidad Y Servicios, S.A De C.V. Brasil 607 A Col. Guadalupe 25750- Monclova Monclova Coahuila De Zaragoza Mexico	Name: Gerardo Aguilar Telephone: 866-631-2269 Email:	Trade				\$773,227.30
41 Hy-GRO Chemicals Unit 203,204 2nd Floor; Sardar Patel Road, Secunderabaad, A.P. India	Name: Vivek Bishnoi Telephone: 00 91 4 27720233 Fax: 00 91 4 27848394 Email:	Trade				\$755,176.02
42 Hayakawa Electronics 10 Industrial Drive Oxford, MS, L71 4x6, US	Name: Allison Bailey Telephone: 662-234-1410 Fax: 662-234-1429 Email:	Trade				\$704,557.30
43 Kalkaska Screw Products 775 Rouborn Road Kalkaska, MI, 48026, US	Name: Paul Stewart Telephone: 231-258-2560 Fax: 231-258-5215 Email:	Trade				\$670,452.50
44 Indiana Automotive 1300 West Anderson Boulevard Greenfield, IN, 48375, US	Name: Cleo Walker Telephone: 317-467-0100 X231 Fax: 317-467-0400 Email:	Trade				\$644,814.81

Debtor Takata de Mexico, S.A. de C.V.

Case number (if known)

Name

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim		
				If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
45 STT USA Inc 28175 Haggerty Road Suite 159 Novi, MI 48377	Name: Atsuharu Uchida Telephone: 248-994-5733 Email:	Trade				\$619,752.00
46 Gemini Plastics Inc. 4385 Garfield St Uxly, MI, 60673-7149, US	Name: Telephone: 989-658-8557 Fax: 989-658-8041 Email:	Trade				\$613,483.61
47 Global Tek (WUXI) CO LTD No 17-15 Change Jiang S RD; Wuxi Nat'l Hi-Tech Ind De; Wuxi Jiangsu, China 214028	Name: Daisie Chen Telephone: 801-391-7511 Email:	Trade				\$501,554.69
48 Gentherm Inc 21680 Haggarty Road Northville, MI 48167	Name: Elias Chidiac Telephone: 248-504-0500 Fax: 248-348-9734 Email: info@gentherm.com	Trade				\$482,928.89
49 Higuchi Manufacturing America LLC. 14901 Southton Road San Antonio, TX 78112	Name: Makoto Suzuki Telephone: 210-633-2877 Fax: 210-633-9228 Email:	Trade				\$474,346.25
50 Mitsubishi Chemical 2001 Hood Road Greer, SC, 45403, US	Name: Traci Mefford Telephone: 864-879-5269 or 864-879-5613 Email:	Trade				\$469,684.75

**Fill in this information to identify the case and this filing:**Debtor Name Takata de Mexico, S.A. de C.V.United States Bankruptcy Court for the: District of Delaware

Case number (If known): \_\_\_\_\_

Official Form 202**Declaration Under Penalty of Perjury for Non-Individual Debtors**

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

**Declaration and signature**

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- Schedule A/B: Assets—Real and Personal Property (Official Form 206A/B)
- Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)
- Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)
- Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)
- Schedule H: Codebtors (Official Form 206H)
- Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)
- Amended Schedule \_\_\_\_\_
- Chapter 11 or Chapter 9 Cases: Consolidated List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insiders (Official Form 204)
- Other documents that require a declaration:

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

Executed on: 06/25/2017  
MM/DD/YYYY

x

/s/ Ken Bowling  
Signature of individual signing on behalf of debtor

Ken Bowling  
Printed name

Secretary  
Position or relationship to debtor

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE**

-----	X		
	:		
<b>In re</b>	:		<b>Chapter 11</b>
	:		
<b>TK HOLDINGS INC., et al.,</b>	:		<b>Case No. 17- _____ ( )</b>
	:		
<b>Debtors.<sup>1</sup></b>	:		<b>Joint Administration Requested</b>
	:		
-----	X		

**CONSOLIDATED CORPORATE OWNERSHIP STATEMENT PURSUANT  
TO FED. R. BANKR. P. 1007(a)(1) AND 7007.1 AND LOCAL RULE 1007-1(a)**

Pursuant to Rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure and Rule 1007-1(a) of the Local Rules of Bankruptcy Practice and Procedure for the United States Bankruptcy Court for the District of Delaware, TK Holdings Inc. (“*TKH*”) and its affiliated debtors in the above-captioned chapter 11 cases, as debtors and debtors in possession (collectively, the “*Debtors*”), respectfully represent:

1. The Debtors are each, directly or indirectly, wholly-owned subsidiaries of Takata Corporation (“*TKJP*”), a corporation organized under the laws of Japan and publicly traded on the Tokyo Stock Exchange under the trading name “7312T.” To the best of the Debtors’ knowledge and belief, based on third party information and publicly filed disclosures, no person or entity, directly owns 10% or more of TKJP’s common stock other than TKJ Co., Ltd., which owns fifty-two and one-tenth percent (52.1%). One hundred percent (100%) of the ownership interests of TKJ Co., Ltd. is directly owned by Takata Sogyo Corporation. Attached hereto as **Exhibit A** is

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

an organizational chart reflecting all of the ownership interests of the Debtors and their non-debtor affiliates.

2. As set forth on **Exhibit A**, nineteen and two-tenths percent (19.2%) of the ownership interests of Takata Americas is directly owned by TKJP, sixty-eight and three-tenths percent (68.3%) is directly owned by Takata International Finance B.V. ("**TIF**"), a Besloten Vennootschap organized under the laws of the Netherlands, and the remaining twelve and one-half percent (12.5%) is directly owned by European Automotive Systems Limited ("**EASL**"), a limited liability company organized under the laws of the United Kingdom. Each of TIF and EASL is, directly or indirectly, wholly-owned by TKJP.
3. One hundred percent (100%) of the ownership interests of TK Finance, LLC ("**TK Finance**") is directly owned by Takata Americas.
4. One hundred percent (100%) of the ownership interests of TK China, LLC is directly owned by TK Finance and indirectly owned by Takata Americas.
5. Ninety-nine and six-tenths percent (99.6%) of the ownership interests of TKH is directly owned by Takata Americas and the remaining four-tenths percent (0.4%) is directly owned by TKJP.
6. One hundred percent (100%) of the ownership interests of Takata Protection Systems Inc. ("**TPS**") is directly owned by TKH and indirectly owned by Takata Americas.
7. One hundred percent (100%) of the ownership interests of Interiors in Flight Inc. is directly owned by TPS and indirectly owned by TKH and Takata Americas.
8. One hundred percent (100%) of the ownership interests of TK Mexico Inc. ("**TKMP**") is directly owned by TKH and indirectly owned by Takata Americas.
9. One hundred percent (100%) of the ownership interests of TK Mexico LLC ("**TKML**") is directly owned by TKMI and indirectly owned by TKH and Takata Americas.
10. Greater than ninety-nine and nine-tenths percent (99.9%) of the ownership interests of TK Holdings de Mexico, S. de R.L. de C.V. ("**TK Holdings de Mexico**") is directly owned by TKMI



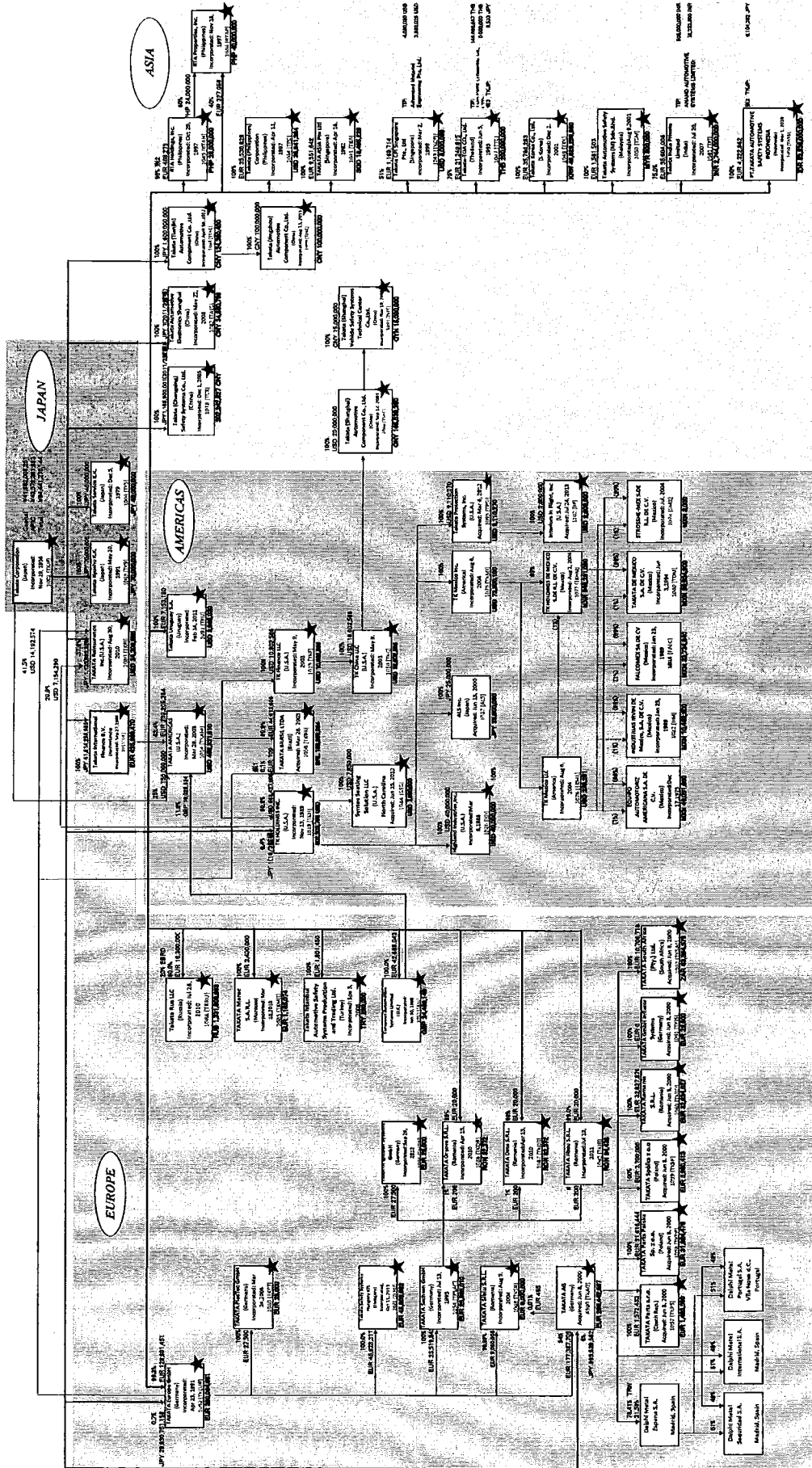
and the remaining less than one-tenth percent (0.1%) is directly owned by TKML. TK Holdings de Mexico is indirectly owned by TKH and Takata Americas.

11. Greater than ninety-nine and nine-tenths percent (99.9%) of the ownership interests of Industrias Irvin de Mexico, S.A. de C.V. ("*Industrias Irvin*") is directly owned by TK Holdings de Mexico and the remaining less than one-tenth percent (0.1%) is directly owned by TKML. Industrias Irvin is indirectly owned by TKMI, TKH, and Takata Americas.
12. Greater than ninety-nine and nine-tenths percent (99.9%) of the ownership interests of Takata de Mexico, S.A. de C.V. ("*TK DM*") is directly owned by TK Holdings de Mexico and the remaining less than one-tenth percent (0.1%) is directly owned by TKML. TK DM is indirectly owned by TKMI, TKH, and Takata Americas.
13. Greater than ninety-nine and nine-tenths percent (99.9%) of the ownership interests of Strosshe-Mex, S. de R.L. de C.V. ("*SMX*") is directly owned by TK Holdings de Mexico and the remaining less than one-tenth percent (0.1%) is directly owned by TKML. SMX is indirectly owned by TKMI, TKH, and Takata Americas.

**Exhibit A**

**Corporate Organizational Chart**

Corporate Organizational Chart



**Fill in this information to identify the case and this filing:**Debtor Name Takata de Mexico, S.A. de C.V.United States Bankruptcy Court for the: District of Delaware

Case number (If known): \_\_\_\_\_

Official Form 202**Declaration Under Penalty of Perjury for Non-Individual Debtors**

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

**Declaration and signature**

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- Schedule A/B: Assets—Real and Personal Property (Official Form 206A/B)
- Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)
- Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)
- Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)
- Schedule H: Codebtors (Official Form 206H)
- Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)
- Amended Schedule \_\_\_\_\_
- Chapter 11 or Chapter 9 Cases: Consolidated List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insiders (Official Form 204)
- Other documents that require a declaration: Corporate Ownership Statement

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

Executed on: 06/25/2017  
MM/DD/YYYY

x

/s/ Ken Bowling  
Signature of individual signing on behalf of debtor

Ken Bowling  
Printed name

Secretary  
Position or relationship to debtor

**LIST OF EQUITY SECURITY HOLDERS**

(Takata de Mexico, S.A. de C.V.)

<b>Name and Last Known Address of Equity Interest Holder</b>	<b>Kind/Class of Interest</b>	<b>Number of Interests Held</b>
TK Holdings de Mexico, S. de R.L. de C.V.  Carretera Santa Rosa Km 3.5, Interior A Apodaca, Nuevo León 66600, Mexico	Common Stock	99.9%
TK Mexico LLC  2500 Takata Drive Auburn Hills, Michigan 48326	Common Stock	0.1%

**Fill in this information to identify the case and this filing:**Debtor Name Takata de Mexico, S.A. de C.V.United States Bankruptcy Court for the: District of Delaware

Case number (If known): \_\_\_\_\_

Official Form 202**Declaration Under Penalty of Perjury for Non-Individual Debtors**

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

**Declaration and signature**

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- Schedule A/B: Assets—Real and Personal Property (Official Form 206A/B)
- Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)
- Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)
- Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)
- Schedule H: Codebtors (Official Form 206H)
- Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)
- Amended Schedule \_\_\_\_\_
- Chapter 11 or Chapter 9 Cases: Consolidated List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insiders (Official Form 204)
- Other documents that require a declaration: List of Equity Security Holders

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

Executed on: 06/25/2017  
MM/DD/YYYY

x

/s/ Ken Bowling  
Signature of individual signing on behalf of debtor

Ken Bowling  
Printed name

Secretary  
Position or relationship to debtor

# Tab L

This is **Exhibit "L"** referred to in the  
affidavit of **SHARON KOUR**  
sworn before me this  
28th day of June, 2017

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

A Commissioner for taking affidavits



Fill in this information to identify the case

United States Bankruptcy Court for the:

District of Delaware

Case number (if known): \_\_\_\_\_ Chapter 11

Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

04/16

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's name Strosshe-Mex, S. de R.L. de C.V.

2. All other names debtor used in the last 8 years

Include any assumed names, trade names, and *doing business as* names

3. Debtor's federal Employer Identification Number (EIN) N/A

4. Debtor's address

Principal place of business

Mailing address, if different from principal place of business

Carretera Santa Rosa Km 3.5

Number Street

Number Street

Interior B

P.O. Box

Apodaca Nuevo León 66600

City State ZIP Code

City State ZIP Code

Mexico

Country

Location of principal assets, if different from principal place of business

Number Street

City State ZIP Code

5. Debtor's website (URL) www.takata.com/en/

6. Type of debtor

- Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
- Partnership (excluding LLP)
- Other. Specify: Mexican Sociedad de Responsabilidad Limitada de Capital Variable

CERTIFIED AS A TRUE COPY: ATTEST:  
 UNA M. O'BOYLE  
 U.S. BANKRUPTCY COURT  
 Deputy Clerk  
 6/28/17

# |

Debtor Strosshe-Mex, S. de R.L. de C.V.  
Name

Case number (if known) \_\_\_\_\_

**7. Describe debtor's business**

A. Check one:

- Health Care Business (as defined in 11 U.S.C. § 101(27A))
- Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- Railroad (as defined in 11 U.S.C. § 101(44))
- Stockbroker (as defined in 11 U.S.C. § 101(53A))
- Commodity Broker (as defined in 11 U.S.C. § 101(6))
- Clearing Bank (as defined in 11 U.S.C. § 781(3))
- None of the above: Trading Sales Company

B. Check all that apply:

- Tax- entity (as described in 26 U.S.C. § 501)
- Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
- Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes>.

4231

**8. Under which chapter of the Bankruptcy Code is the debtor filing?**

Check one:

- Chapter 7
- Chapter 9

Chapter 11. Check all that apply:

- Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,566,050 (amount subject to adjustment on 4/01/19 and every 3 years after that).
- The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- A plan is being filed with this petition.
- Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
- The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11 (Official Form 201A) with this form.
- The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.

Chapter 12

**9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?**

No

Yes District \_\_\_\_\_ When \_\_\_\_\_ Case number \_\_\_\_\_

MM/ DD/ YYYY

If more than 2 cases, attach a separate list.

District \_\_\_\_\_ When \_\_\_\_\_ Case number \_\_\_\_\_

MM / DD/ YYYY

**10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?**

No

Yes Debtor See attached Schedule 1 Relationship See attached Schedule 1

District See attached Schedule 1 When 06/25/2017

List all cases. If more than 1, attach a separate list.

Case number, if known \_\_\_\_\_ MM / DD/ YYYY

Debtor Strosshe-Mex, S. de R.L. de C.V.  
Name

Case number (if known) \_\_\_\_\_

**11. Why is the case filed in this district?**

Check all that apply:

- Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
- A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

**12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?**

No

Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

**Why does the property need immediate attention?** (Check all that apply.)

It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.

What is the hazard? \_\_\_\_\_

It needs to be physically secured or protected from the weather.

It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).

Other \_\_\_\_\_

**Where is the property?**

Number

Street

City

State

ZIP Code

**Is the property insured?**

No

Yes. Insurance agency \_\_\_\_\_

Contact Name \_\_\_\_\_

Phone \_\_\_\_\_

**Statistical and administrative information (on a consolidated basis)**

**13. Debtor's estimation of available funds**

Check one:

- Funds will be available for distribution to unsecured creditors.
- After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

**14. Estimated number of creditors**

- |                                  |  |  |
|----------------------------------|--|--|
| <input type="checkbox"/> 1-49    | <input type="checkbox"/> 1,000-5,000   | <input type="checkbox"/> 25,001-50,000             |
| <input type="checkbox"/> 50-99   | <input type="checkbox"/> 5,001-10,000  | <input checked="" type="checkbox"/> 50,001-100,000 |
| <input type="checkbox"/> 100-199 | <input type="checkbox"/> 10,001-25,000 | <input type="checkbox"/> More than 100,000         |
| <input type="checkbox"/> 200-999 |  |  |

**15. Estimated assets**

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> \$0-\$50,000          | <input type="checkbox"/> \$1,000,001-\$10 million    | <input type="checkbox"/> \$500,000,001-\$1 billion               |
| <input type="checkbox"/> \$50,001-\$100,000    | <input type="checkbox"/> \$10,000,001-\$50 million   | <input checked="" type="checkbox"/> \$1,000,000,001-\$10 billion |
| <input type="checkbox"/> \$100,001-\$500,000   | <input type="checkbox"/> \$50,000,001-\$100 million  | <input type="checkbox"/> \$10,000,000,001-\$50 billion           |
| <input type="checkbox"/> \$500,001-\$1 million | <input type="checkbox"/> \$100,000,001-\$500 million | <input type="checkbox"/> More than \$50 billion                  |

**16. Estimated liabilities**

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> \$0-\$50,000          | <input type="checkbox"/> \$1,000,001-\$10 million    | <input type="checkbox"/> \$500,000,001-\$1 billion                |
| <input type="checkbox"/> \$50,001-\$100,000    | <input type="checkbox"/> \$10,000,001-\$50 million   | <input type="checkbox"/> \$1,000,000,001-\$10 billion             |
| <input type="checkbox"/> \$100,001-\$500,000   | <input type="checkbox"/> \$50,000,001-\$100 million  | <input checked="" type="checkbox"/> \$10,000,000,001-\$50 billion |
| <input type="checkbox"/> \$500,001-\$1 million | <input type="checkbox"/> \$100,000,001-\$500 million | <input type="checkbox"/> More than \$50 billion                   |

Debtor Strosshe-Mex, S. de R.L. de C.V.  
Name

Case number (if known) \_\_\_\_\_

**Request for Relief, Declaration, and Signatures**

**WARNING** – Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

**17. Declaration and signature of authorized representative of debtor**

- The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.
  - I have been authorized to file this petition on behalf of the debtor.
  - I have examined the information in this petition and have a reasonable belief that the information is true and correct.
- I declare under penalty of perjury that the foregoing is true and correct.

Executed on 06/25/2017  
MM / DD / YYYY

/s/ Ken Bowling Ken Bowling  
 Signature of authorized representative of debtor Printed name  
  
Secretary  
 Title

**18. Signature of attorney**

/s/ Mark D. Collins Date 06/25/2017  
 Signature of attorney for debtor MM / DD / YYYY  
  
Mark D. Collins Ronit J. Berkovich  
 Printed Name  
  
Richards, Layton & Finger, P.A. Weil, Gotshal & Manges LLP  
 Firm Name  
One Rodney Square, 920 North King Street 767 Fifth Avenue  
 Number Street  
  
Wilmington, DE 19801 New York, NY 10153  
 City/State/Zip  
(302) 651-7700 (212) 310-8000  
 Contact phone  
  
collins@rlf.com ronit.berkovich@weil.com  
 Contact email address  
  
2981 DE  
 Bar Number State

**Schedule 1****Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor**

On the date hereof, each of the affiliated entities listed below (including the debtor in this chapter 11 case) filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code in the United States Bankruptcy Court for the District of Delaware. The Debtors have filed a motion requesting that the chapter 11 cases of these entities be consolidated for procedural purposes only and jointly administered under the number assigned to the chapter 11 case of TK Holdings Inc.

<b>COMPANY</b>	<b>CASE NUMBER</b>
Takata Americas	17-_____( )
TK Finance, LLC	17-_____( )
TK China, LLC	17-_____( )
TK Holdings Inc.	17-_____( )
Takata Protection Systems Inc.	17-_____( )
Interiors in Flight Inc.	17-_____( )
TK Mexico Inc.	17-_____( )
TK Mexico LLC	17-_____( )
TK Holdings de Mexico, S. de R.L. de C.V.	17-_____( )
Industrias Irvin de Mexico, S.A. de C.V.	17-_____( )
Takata de Mexico, S.A. de C.V.	17-_____( )
Strosshe-Mex, S. de R.L. de C.V.	17-_____( )

**RESOLUTIONS OF THE BOARD OF DIRECTORS  
OF  
STROSSHE-MEX, S. DE R.L. DE C.V.**

June 25, 2017

Effective as of this 25th day of June, 2017, pursuant to a special meeting of the board of directors (the “*Board*”) of Strosshe-Mex, S. de R.L. de C.V. (the “*Company*”), a Mexican Sociedad de Responsabilidad Limitada de Capital Variable, on the same date, at which a quorum was present, upon a motion duly made and seconded and acting pursuant to the Company’s organizational documents, the members of the Board constituting at least a majority of the directors then in office took the following actions and adopted the following resolutions:

**WHEREAS**, the Board has reviewed and had the opportunity to ask questions about the materials presented by the management and the advisors of the Company regarding the liabilities and liquidity of the Company and its subsidiaries and affiliates, the strategic alternatives available to it and the impact of the foregoing on the Company’s businesses;

**WHEREAS**, the Board has had the opportunity to consult with the management and the legal and financial advisors of the Company to fully consider, and has considered, the strategic alternatives available to the Company; and

**WHEREAS**, the Board desires to approve the following resolutions:

**I. Commencement of Chapter 11 Case**

**NOW, THEREFORE, BE IT RESOLVED**, that the Board has determined, after consultation with the management and the legal and financial advisors of the Company, that it is desirable and in the best interests of the Company, its shareholders, creditors, and other parties in interest that a petition be filed by the Company seeking relief under the provisions of chapter 11 of title 11 of the United States Code (the “*Bankruptcy Code*”); and be it further

**RESOLVED**, that any officer of the Company (each, an “*Authorized Officer*”), in each case, acting singly or jointly, be, and each hereby is, authorized, empowered, and directed, with full power of delegation, to negotiate, execute, deliver, and file, in the name and on behalf of the Company, and under its corporate seal or otherwise, all plans, petitions, schedules, statements, motions, lists, applications, pleadings, papers, affidavits, declarations, orders and other documents (the “*Chapter 11 Filings*”) in the United States Bankruptcy Court for the District of Delaware (the “*Bankruptcy Court*”) (with such changes therein and additions thereto as any such Authorized Officer may deem necessary, appropriate or advisable, the execution and delivery of any of the Chapter 11 Filings by any such Authorized Officer with any changes thereto to be conclusive evidence that any such Authorized Officer deemed such changes to meet such standard); and be it further

**RESOLVED**, that any Authorized Officer, in each case, acting singly or jointly, be, and each hereby is, authorized, empowered, and directed, with full power of delegation, in the name and on behalf of the Company, to take and perform any and all further acts and deeds that such Authorized Officer deems necessary, appropriate, or desirable in connection with the Company’s chapter 11 case (the “*Chapter 11 Case*”) or the Chapter 11 Filings, including, without limitation, (i) the payment of fees, expenses and taxes such Authorized Officer deems necessary, appropriate, or

desirable, and (ii) negotiating, executing, delivering, performing and filing any and all additional documents, schedules, statements, lists, papers, agreements, certificates and/or instruments (or any amendments or modifications thereto) in connection with, or in furtherance of, the Chapter 11 Case with a view to the successful prosecution of the Chapter 11 Case (such acts to be conclusive evidence that such Authorized Officer deemed the same to meet such standard); and be it further

**RESOLVED**, that nothing in connection with the Company's Chapter 11 Cases, or any of the Chapter 11 Filings in furtherance thereof, is intended to, and shall not be deemed to, constitute the Company's request to initiate proceedings under any of the provisions of Ley de Concursos Mercantiles; and be it further

## **II. Retention of Advisors**

**RESOLVED**, that, in connection with the Chapter 11 Case, any Authorized Officer, in each case, acting singly or jointly, be, and each hereby is, authorized, empowered, and directed, with full power of delegation, in the name and on behalf of the Company, to employ and retain all assistance by legal counsel, accountants, financial advisors, investment bankers and other professionals, on behalf of the Company, which such Authorized Officer deems necessary, appropriate or advisable in connection with, or in furtherance of, the Chapter 11 Case, with a view to the successful prosecution of the Chapter 11 Case (such acts to be conclusive evidence that such Authorized Officer deemed the same to meet such standard); and be it further

**RESOLVED**, that the law firm of Weil, Gotshal & Manges LLP, located at 767 Fifth Avenue, New York, New York 10153, is hereby retained as counsel for the Company in its Chapter 11 Case, subject to Bankruptcy Court approval; and be it further

**RESOLVED**, that the law firm of Richards, Layton & Finger, P.A., located at One Rodney Square, 920 North King Street, Wilmington, Delaware 19807, is hereby retained as local counsel for the Company in its Chapter 11 Case, subject to Bankruptcy Court approval; and be it further

**RESOLVED**, that the firm of Lazard Frères & Co. LLC, located at 30 Rockefeller Plaza, New York, New York 10112, is hereby retained as investment banker for the Company in its Chapter 11 Case, subject to Bankruptcy Court approval; and be it further

**RESOLVED**, that the firm of PricewaterhouseCoopers LLP, located at 300 Madison Avenue, New York, New York 10017, is hereby retained as financial advisor for the Company in its Chapter 11 Case, subject to Bankruptcy Court approval; and be it further

**RESOLVED**, that the firm of Ernst & Young LLP, located at 5 Times Square, New York, New York 10036, is hereby retained as tax advisor for the Company in its Chapter 11 Case, subject to Bankruptcy Court approval; and be it further

**RESOLVED**, that the firm of Prime Clerk LLC, located at 830 Third Avenue, 9th Floor, New York, New York 10022, is hereby retained as claims, noticing and solicitation agent and administrative advisor for the Company in its Chapter 11 Case, subject to Bankruptcy Court approval; and be it further

**RESOLVED**, that any Authorized Officer, in each case, acting singly or jointly, be, and each hereby is, authorized, empowered, and directed, with full power of delegation, in the name and on behalf of the Company, to take and perform any and all further acts and deeds, including,

without limitation, (i) the payment of any consideration, (ii) the payment of fees, expenses and taxes such Authorized Officer deems necessary, appropriate, or desirable, and (iii) negotiating, executing, delivering, performing, and filing any and all documents, motions, pleadings, applications, declarations, affidavits, schedules, statements, lists, papers, agreements, certificates and/or instruments (or any amendments or modifications thereto) in connection with the engagement of professionals contemplated by the foregoing resolutions (such acts to be conclusive evidence that such Authorized Officer deemed the same to meet such standard); and be it further

### III. Accommodation Agreement

**RESOLVED**, that any Authorized Officer is hereby authorized, empowered, and directed, in the name and on behalf of the Company, to cause the Company to enter into, execute, deliver, certify, file or record, and perform, (i) that certain accommodation agreement (the "*Accommodation Agreement*"), substantially in the form presented to the Board, by and among the parties described therein, (ii) all provisions for adequate protection to be made by the Company and certain of its U.S. and Mexican direct and indirect subsidiaries, as set forth in the Accommodation Agreement, and (iii) such other documents, agreements, instruments and certificates as may be required by the Accommodation Agreement; and be it further

### IV. General Authorization and Ratification

**RESOLVED**, that any Authorized Officer, in each case, acting singly or jointly, be, and each hereby is, authorized, empowered, and directed, with full power of delegation, in the name and on behalf of the Company, to take and perform any and all further acts or deeds, including, but not limited to, (i) the negotiation of such additional agreements, amendments, modifications, supplements, reports, documents, instruments, applications, notes or certificates not now known but which may be required, (ii) the execution, delivery and filing (if applicable) of any of the foregoing, and (iii) the payment of all fees, consent payments, taxes and other expenses as any such Authorized Officer, in his or her sole discretion, may approve or deem necessary, appropriate or desirable in order to carry out the intent and accomplish the purposes of the foregoing resolutions and the transactions contemplated thereby, all of such actions, executions, deliveries, filings and payments to be conclusive evidence of such approval or that such Authorized Officer deemed the same to meet such standard; and be it further

**RESOLVED**, that any and all past actions heretofore taken by any Authorized Officer, any director, or any member of the Company in the name and on behalf of the Company in furtherance of any or all of the preceding resolutions be, and the same hereby are, ratified, confirmed, and approved in all respects.

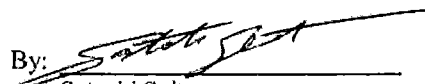
*[Signature Page Follows]*



Dated as of the date first written above.

**DIRECTORS:**

By: \_\_\_\_\_  
Yoichiro Nomura

By:   
Satoshi Seita

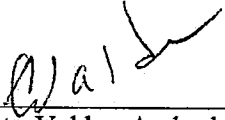
By: \_\_\_\_\_  
Carlos Alberto Valdez-Andrade

Dated as of the date first written above.

**DIRECTORS:**

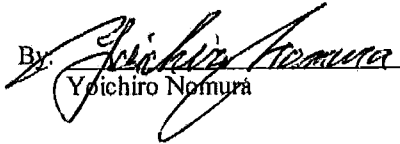
By: \_\_\_\_\_  
Yoichiro Nomura

By: \_\_\_\_\_  
Satoshi Seita

By:  \_\_\_\_\_  
Carlos Alberto Valdez-Andrade

Dated as of the date first written above.

**DIRECTORS:**

By:   
Yoichiro Nomura

By: \_\_\_\_\_  
Satoshi Seita

By: \_\_\_\_\_  
Carlos Alberto Valdez-Andrade

Fill in this information to identify the case:

Debtor Name Strosshe-Mex, S. de R.L. de C.V.

United States Bankruptcy Court for the: District of Delaware

Case number (if known): \_\_\_\_\_

Check if this is an amended filing

**Official Form 204**

**Chapter 11 or Chapter 9 Cases: Consolidated List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insiders**

12/15

A list of creditors holding the 50 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an insider, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 50 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1	Honda 24000 Honda Parkway Marysville, OH 43040	Name: Tom Lake Telephone: Email: tom_lake@ham.honda.com	Warranty, Recall & Indemnification	C, U, D	Undetermined	Undetermined	Undetermined
2	Toyota 6565 Headquarters Drive Plano, TX 75024	Name: Cortney Romans Telephone: Email: cortney.romans@toyota.com	Warranty, Recall & Indemnification	C, U, D	Undetermined	Undetermined	Undetermined
3	FCA 800 Chrysler Drive, Auburn Hills MI 48321-8004 USA	Name: Sigmund Huber Telephone: Email: sig.huber@fcagroup.com	Warranty, Recall & Indemnification	C, U, D	Undetermined	Undetermined	Undetermined
4	Mazda 3-1 Shinchi, Fuchu-cho, Aki-gun Hiroshima, Japan 730-8670	Name: Mr. Tetsuto Nakamura, General Manager, Purchasing Division Telephone: Email: nakamura.tet@mazda.co.jp	Warranty, Recall & Indemnification	C, U, D	Undetermined	Undetermined	Undetermined
5	Nissan 39001 Sunrise Farmington Hills, MI 48331	Name: Don Parshall Telephone: Email: don.parshall@nissan-usa.com	Warranty, Recall & Indemnification	C, U, D	Undetermined	Undetermined	Undetermined
6	BMW Knorrstrasse 147 München, Germany 80788	Name: Sven Hofmann Telephone: Email: sven.sh.hofmann@bmw.de	Warranty, Recall & Indemnification	C, U, D	Undetermined	Undetermined	Undetermined
7	Ford Town Center Offices, 18900 Michigan Ave Dearborn MI 48126, USA	Name: Dennis Barrish Telephone: Email: dbarrish@ford.com	Warranty, Recall & Indemnification	C, U, D	Undetermined	Undetermined	Undetermined

Debtor Strosshe-Mex, S. de R.L. de C.V.

Case number (if known) \_\_\_\_\_

Name \_\_\_\_\_

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim		
				If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
8 GM/Saab 30001 Van Dyke Road, Mail Code: 480-210-855 Warren, MI 48090-9020	Name: Mark Fisher Telephone: Email: mark.w.fischer@gm.com	Warranty, Recall & Indemnification	C, U, D	Undetermined	Undetermined	Undetermined
9 Mitsubishi 1, Nakashinkiri, Hashime-cho, Okazaki, Aichi Pref., Japan	Name: Takashi Ito Telephone: Email: takashi.ito@mitsubishi-motors.com	Warranty, Recall & Indemnification	C, U, D	Undetermined	Undetermined	Undetermined
10 Subaru 2235 Marlton Pike W Cherry Hill, NJ 08002, USA	Name: Terri Woodard Claybrook, Director-Associate General Counsel Telephone: Email: tclaybrook@subaru.com	Warranty, Recall & Indemnification	C, U, D	Undetermined	Undetermined	Undetermined
11 Daimler/Mercedes Benz/Daimler Trucks HPC: G036, Schickardstr. 30, D-71034 Böblingen, Germany	Name: Goetz Rachner Telephone: Email: goetz.rachner@daimler.com	Warranty, Recall & Indemnification	C, U, D	Undetermined	Undetermined	Undetermined
12 Volkswagen/Audi Brieffach 1618, D-38436 Wolfsburg, Germany	Name: Dirk Taeger Telephone: Email: dirk.taeger@volkswagen.de	Warranty, Recall & Indemnification	C, U, D	Undetermined	Undetermined	Undetermined
13 Tesla 3500 Deer Creek Road Palo Alto, CA 94304, USA	Name: Telephone: Email:	Warranty, Recall & Indemnification	C, U, D	Undetermined	Undetermined	Undetermined
14 Forest River 55470 Country Road 1 Elkhart, IN 4614	Name: Telephone: Email:	Warranty, Recall & Indemnification	C, U, D	Undetermined	Undetermined	Undetermined
15 Fisker 5515 East La Palma Anaheim, CA 92807 USA	Name: Telephone: Email:	Warranty, Recall & Indemnification	C, U, D	Undetermined	Undetermined	Undetermined
16 Ferrari 250 Sylvan Ave Englewood Cliffs, NJ 07632, USA	Name: Telephone: Email:	Warranty, Recall & Indemnification	C, U, D	Undetermined	Undetermined	Undetermined
17 Jaguar Land Rover First Floor Building 552-G/8/3 Banbury Road Gaydon, UK CV35 0RR	Name: Antony Cunningham Telephone: Email: ACunning@jaguarlandrover.com	Warranty, Recall & Indemnification	C, U, D	Undetermined	Undetermined	Undetermined
18 US Economic Loss MDL Class Action, Plaintiffs Steering Committee Podhurst Orseck, P.A., 25 W. Flagler St., Ste. 800 Miami, FL 33130	Name: Peter Prieto of Podhurst Orseck, P.A. as Chair Lead Counsel Telephone: 305-358-2800 Fax: 305-358-2382 Email:	Litigation - Economic Loss	C, U, D			Undetermined
19 Canada Economic Loss Class Action Plaintiffs 1561 Ouellette Avenue Windsor, Ontario, N8X 1K5	Name: Sutts, Strosberg LLP Telephone: 519-258-9333 Fax: 866-316-5311 Email:	Litigation - Economic Loss	C, U, D			Undetermined

Debtor Strosshe-Mex, S. de R.L. de C.V.

Case number (if known) \_\_\_\_\_

Name \_\_\_\_\_

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim		
				If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
20 State of Hawaii, by its Office of Consumer Protection Cronin, Fried, Sekiya, Kekina & Fairbanks 600 Davies Pacific Center 841 Bishop Street Honolulu, Hawaii 96813	Name: L. Richard Fried, Jr. Patrick F. McTernan Telephone: 808-524-1433 Email:	Litigation	C, U, D			Undetermined
21 U.S. Virgin Islands, by its Attorney General on behalf of the Department of Licensing and Consumer Affairs Motley Rice LLC 401 9th St. NW, Suite 1001 Washington, DC 20004	Name: Linda Singer Telephone: 202-386-9626 ext. 5626 Fax: 202-386-9622 Email:	Litigation	C, U, D			Undetermined
22 State of New Mexico, by its Attorney General Dicello, Levitt & Casey Ten North Dearborn Street, 11th Floor Chicago, Illinois 60602	Name: Adam J. Levitt Telephone: 312-214-7900 Email:	Litigation	C, U, D			Undetermined
23 National Highway Traffic Safety Administration 1200 New Jersey Avenue, SE, West Building Washington, DC 20590	Name: Telephone: Email:	Fines & Penalties				\$180,000,000.00
24 Daicel Safety Systems 720 Old Liberty Church Road Beaver Dam, KY 42320	Name: Stacey Veteto Telephone: 270-274-2600 Email:	Trade				\$11,371,896.48
25 XPO Logistics Worldwide 560 Mission Street, Suite 2950 San Francisco, CA 94105-2992	Name: Eric Rudkin Telephone: 503-450-5806 Email:	Trade	U			\$5,000,000.00
26 Special Devices, Inc. 3431 N. Roscda Circle Mesa, AZ, 44060, US	Name: Abel Tejada Telephone: 480-832-0774 Email:	Trade				\$3,973,346.78
27 ARC Automotive 1357 Veterans Way Morgantown, KY 42261	Name: Bob Knight Telephone: 734-340-4980 Email:	Trade				\$2,058,845.29
28 O&S California, Inc. 9731 Siempre Viva Road, Suite E San Diego, CA 92154	Name: Bianca Gonzalez Telephone: 619-661-1800 Fax: 619 661-1900 Email:	Trade				\$1,761,915.09
29 Pegasus Auto Parts Arco Vial 3.8 Numero 3810, Santa Catarina Nuevo Leon, CP 66100, Mexico	Name: Masamichi Mima Telephone: 555-136-3377 Email:	Trade				\$1,489,561.60
30 Kayaku Safety Systems De Ave. Ruben J. Villarreal S/N Ex. Hacienda San Isidro, Salinas Victoria Nuevo Leon, Mexico 65503	Name: Alex Orozco Telephone: 8158-0000 X475 Email:	Trade				\$1,392,726.64
31 Praxair Mexico S De R Biologo Masimino Mtz 3804; San Salvador Xochimanca PME960701GGo Mexico D.F. MX 02870	Name: Carlos Cazares Telephone: 866-635-3162 Email:	Trade				\$1,132,128.85

Debtor Strosshe-Mex, S. de R.L. de C.V.

Case number (if known) \_\_\_\_\_

Name

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim		
				If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
32 Robles, Delia represented by Contreras, Jose 19182 Lyle Ave Corona, CA 92881	Name: Delia Robles Telephone: 951-283-9337 Email:	Litigation - Personal Injury	C, U, D			Undetermined
33 Krasulja, Janiece 450 Seventh Avenue - 44th Floor New York, NY 10123	Name: Marc J. Rothenberg / The Rothenberg Law Firm Telephone: Email: 212-563-0100	Litigation - Personal Injury	C, U, D			Undetermined
34 Contreras, Jose; Martinez, Jessica and Daisy 1055 West 7th Street, 33rd Floor Penthouse Los Angeles, CA 90017	Name: Child & Marton LLP Telephone: 213-627-3113 Fax: 213-623-9237 (fax) Email:	Litigation - Personal Injury	C, U, D			Undetermined
35 Shinsho K'imac 26200 Town Center Dr #160 Novi, MI, 38655, US	Name: Yuki Yoshida Telephone: 248-305-9174 Fax: 248-305-9365 Email:	Trade				\$995,458.03
36 AFX Industries LLC 1411 Third Street, Suite G Port Huron, MI 48060	Name: Telephone: 810-966-4650 Fax: 810-987-8149 Email: mlowrie@afixindustries.com	Trade				\$857,251.77
37 3D Plastic, Inc. P.O. Box 72488 Cleveland, OH 44192-0002	Name: Linda Boles Telephone: 903-291-9333 Fax: 903-844-9338 Email:	Trade				\$833,151.93
38 J&S America 1820 E. University Drive, Auburn, AL 36830	Name: C/O Machen, McChesney & Chastain Telephone: 334-501-8900 Fax: 334-501-8905 Email:	Trade				\$790,789.68
39 Matsuju Mexicana Sa De CV Circuito San Roque Sur 323 C.P.36275 Parque Industrial Santa Fe Ampliacion Silao Guanajuato Mexico	Name: Shoji Kanbara Telephone: 472-748-9092 Email:	Trade				\$783,108.87
40 Extra Publicidad Y Servicios, S.A De C.V. Brasil 607 A Col. Guadalupe 25750- Monclova Monclova Coahuila De Zaragoza Mexico	Name: Gerardo Aguilar Telephone: 866-631-2269 Email:	Trade				\$773,227.30
41 Hy-GRO Chemicals Unit 203,204 2nd Floor; Sardar Patel Road, Secunderabaad, A.P. India	Name: Vivek Bishnoi Telephone: 00 91 4 27720233 Fax: 00 91 4 27848394 Email:	Trade				\$755,176.02
42 Hayakawa Electronics 10 Industrial Drive Oxford, MS, L71 4x6, US	Name: Allison Bailey Telephone: 662-234-1410 Fax: 662-234-1429 Email:	Trade				\$704,557.30
43 Kalkaska Screw Products 775 Rabourn Road Kalkaska, MI, 48026, US	Name: Paul Stewart Telephone: 231-258-2560 Fax: 231-258-5215 Email:	Trade				\$670,452.50
44 Indiana Automotive 1300 West Anderson Boulevard Greenfield, IN, 48375, US	Name: Cleo Walker Telephone: 317-467-0100 X231 Fax: 317-467-0400 Email:	Trade				\$644,814.81

Debtor Strosshe-Mex, S. de R.L. de C.V.

Case number (if known) \_\_\_\_\_

Name

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim			
				If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.			
45 STT USA Inc 28175 Haggerty Road Suite 159 Novi, MI 48377	Name: Atsuharu Uchida Telephone: 248-994-5733 Email:	Trade					\$619,752.00
46 Gemini Plastics Inc. 4385 Garfield St Ubly, MI, 60673-7149, US	Name: Telephone: 989-658-8557 Fax: 989-658-8041 Email:	Trade					\$613,483.61
47 Global Tek (WUXI) CO LTD No 17-15 Change Jiang S RD; Wuxi Nat'l Hi-Tech Ind De; Wuxi Jiangsu, China 214028	Name: Daisie Chen Telephone: 801-391-7511 Email:	Trade					\$501,554.69
48 Gentherm Inc 21680 Haggarty Road Northville, MI 48167	Name: Elias Chidiac Telephone: 248-504-0500 Fax: 248-348-9734 Email: info@gentherm.com	Trade					\$482,928.89
49 Higuchi Manufacturing America LLC. 14901 Southton Road San Antonio, TX 78112	Name: Makoto Suzuki Telephone: 210-633-2877 Fax: 210-633-9228 Email:	Trade					\$474,346.25
50 Mitsubishi Chemical 2001 Hood Road Greer, SC, 45403, US	Name: Traci Mefford Telephone: 864-879-5269 or 864-879-5613 Email:	Trade					\$469,684.75



**Fill in this information to identify the case and this filing:**

Debtor Name Strosshe-Mex, S. de R.L. de C.V.  
 United States Bankruptcy Court for the: District of Delaware  
 Case number (If known): \_\_\_\_\_

Official Form 202

**Declaration Under Penalty of Perjury for Non-Individual Debtors**

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

**Declaration and signature**

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- Schedule A/B: Assets—Real and Personal Property (Official Form 206A/B)
- Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)
- Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)
- Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)
- Schedule H: Codebtors (Official Form 206H)
- Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)
- Amended Schedule \_\_\_\_\_
- Chapter 11 or Chapter 9 Cases: Consolidated List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insiders (Official Form 204)
- Other documents that require a declaration:

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

Executed on: 06/25/2017  
 MM/DD/YYYY

x

/s/ Ken Bowling  
 Signature of individual signing on behalf of debtor

Ken Bowling  
 Printed name

Secretary  
 Position or relationship to debtor

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE**

	X		
	:		
<b>In re</b>	:		<b>Chapter 11</b>
	:		
<b>TK HOLDINGS INC., et al.,</b>	:		<b>Case No. 17- _____ ( )</b>
	:		
<b>Debtors.<sup>1</sup></b>	:		<b>Joint Administration Requested</b>
	:		
	X		

**CONSOLIDATED CORPORATE OWNERSHIP STATEMENT PURSUANT  
TO FED. R. BANKR. P. 1007(a)(1) AND 7007.1 AND LOCAL RULE 1007-1(a)**

Pursuant to Rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure and Rule 1007-1(a) of the Local Rules of Bankruptcy Practice and Procedure for the United States Bankruptcy Court for the District of Delaware, TK Holdings Inc. (“*TKH*”) and its affiliated debtors in the above-captioned chapter 11 cases, as debtors and debtors in possession (collectively, the “*Debtors*”), respectfully represent:

1. The Debtors are each, directly or indirectly, wholly-owned subsidiaries of Takata Corporation (“*TKJP*”), a corporation organized under the laws of Japan and publicly traded on the Tokyo Stock Exchange under the trading name “7312T.” To the best of the Debtors’ knowledge and belief, based on third party information and publicly filed disclosures, no person or entity, directly owns 10% or more of TKJP’s common stock other than TKJ Co., Ltd., which owns fifty-two and one-tenth percent (52.1%). One hundred percent (100%) of the ownership interests of TKJ Co., Ltd. is directly owned by Takata Sogyo Corporation. Attached hereto as **Exhibit A** is

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

an organizational chart reflecting all of the ownership interests of the Debtors and their non-debtor affiliates.

2. As set forth on **Exhibit A**, nineteen and two-tenths percent (19.2%) of the ownership interests of Takata Americas is directly owned by TKJP, sixty-eight and three-tenths percent (68.3%) is directly owned by Takata International Finance B.V. ("**TIF**"), a Besloten Vennootschap organized under the laws of the Netherlands, and the remaining twelve and one-half percent (12.5%) is directly owned by European Automotive Systems Limited ("**EASL**"), a limited liability company organized under the laws of the United Kingdom. Each of TIF and EASL is, directly or indirectly, wholly-owned by TKJP.
3. One hundred percent (100%) of the ownership interests of TK Finance, LLC ("**TK Finance**") is directly owned by Takata Americas.
4. One hundred percent (100%) of the ownership interests of TK China, LLC is directly owned by TK Finance and indirectly owned by Takata Americas.
5. Ninety-nine and six-tenths percent (99.6%) of the ownership interests of TKH is directly owned by Takata Americas and the remaining four-tenths percent (0.4%) is directly owned by TKJP.
6. One hundred percent (100%) of the ownership interests of Takata Protection Systems Inc. ("**TPS**") is directly owned by TKH and indirectly owned by Takata Americas.
7. One hundred percent (100%) of the ownership interests of Interiors in Flight Inc. is directly owned by TPS and indirectly owned by TKH and Takata Americas.
8. One hundred percent (100%) of the ownership interests of TK Mexico Inc. ("**TKMI**") is directly owned by TKH and indirectly owned by Takata Americas.
9. One hundred percent (100%) of the ownership interests of TK Mexico LLC ("**TKML**") is directly owned by TKMI and indirectly owned by TKH and Takata Americas.
10. Greater than ninety-nine and nine-tenths percent (99.9%) of the ownership interests of TK Holdings de Mexico, S. de R.L. de C.V. ("**TK Holdings de Mexico**") is directly owned by TKMI

and the remaining less than one-tenth percent (0.1%) is directly owned by TKML. TK Holdings de Mexico is indirectly owned by TKH and Takata Americas.

11. Greater than ninety-nine and nine-tenths percent (99.9%) of the ownership interests of Industrias Irvin de Mexico, S.A. de C.V. ("*Industrias Irvin*") is directly owned by TK Holdings de Mexico and the remaining less than one-tenth percent (0.1%) is directly owned by TKML. Industrias Irvin is indirectly owned by TKMI, TKH, and Takata Americas.
12. Greater than ninety-nine and nine-tenths percent (99.9%) of the ownership interests of Takata de Mexico, S.A. de C.V. ("*TK DM*") is directly owned by TK Holdings de Mexico and the remaining less than one-tenth percent (0.1%) is directly owned by TKML. TK DM is indirectly owned by TKMI, TKH, and Takata Americas.
13. Greater than ninety-nine and nine-tenths percent (99.9%) of the ownership interests of Strosshe-Mex, S. de R.L. de C.V. ("*SMX*") is directly owned by TK Holdings de Mexico and the remaining less than one-tenth percent (0.1%) is directly owned by TKML. SMX is indirectly owned by TKMI, TKH, and Takata Americas.

**Exhibit A**

**Corporate Organizational Chart**



**Fill in this information to identify the case and this filing:**Debtor Name Strosshe-Mex, S. de R.L. de C.V.United States Bankruptcy Court for the: District of Delaware

Case number (If known): \_\_\_\_\_

Official Form 202**Declaration Under Penalty of Perjury for Non-Individual Debtors**

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

**Declaration and signature**

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- Schedule A/B: Assets—Real and Personal Property (Official Form 206A/B)
- Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)
- Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)
- Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)
- Schedule H: Codebtors (Official Form 206H)
- Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)
- Amended Schedule \_\_\_\_\_
- Chapter 11 or Chapter 9 Cases: Consolidated List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insiders (Official Form 204)
- Other documents that require a declaration: Corporate Ownership Statement

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

Executed on: 06/25/2017  
MM/DD/YYYY

x

/s/ Ken Bowling  
Signature of individual signing on behalf of debtor

Ken Bowling  
Printed name

Secretary  
Position or relationship to debtor

**LIST OF EQUITY SECURITY HOLDERS**

(Strosshe-Mex, S. de R.L. de C.V.)

<b>Name and Last Known Address of Equity Interest Holder</b>	<b>Kind/Class of Interest</b>	<b>Number of Interests Held</b>
TK Holdings de Mexico, S. de R.L. de C.V.  Carretera Santa Rosa Km 3.5, Interior A Apodaca, Nuevo León 66600, Mexico	Common Stock	99.9%
TK Mexico LLC  2500 Takata Drive Auburn Hills, Michigan 48326	Common Stock	0.1%



**Fill in this information to identify the case and this filing:**Debtor Name Strosshe-Mex, S. de R.L. de C.V.United States Bankruptcy Court for the: District of Delaware

Case number (if known): \_\_\_\_\_

Official Form 202**Declaration Under Penalty of Perjury for Non-Individual Debtors**

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

**Declaration and signature**

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- Schedule A/B: Assets—Real and Personal Property (Official Form 206A/B)
- Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)
- Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)
- Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)
- Schedule H: Codebtors (Official Form 206H)
- Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)
- Amended Schedule \_\_\_\_\_
- Chapter 11 or Chapter 9 Cases: Consolidated List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insiders (Official Form 204)
- Other documents that require a declaration: List of Equity Security Holders

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

Executed on: 06/25/2017  
MM/DD/YYYY

x

/s/ Ken Bowling  
Signature of individual signing on behalf of debtor

Ken Bowling  
Printed name

Secretary  
Position or relationship to debtor

Tab M

This is **Exhibit "M"** referred to in the  
affidavit of **SHARON KOUR**  
sworn before me this  
28th day of June, 2017

A handwritten signature in blue ink, consisting of several fluid, overlapping strokes that form a stylized, somewhat abstract shape.

---

A Commissioner for taking affidavits

**ORIGINAL**

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE**

-----X	:	
In re	:	Chapter 11
	:	
TK HOLDINGS INC., <i>et al.</i> ,	:	Case No. 17-11375 (BLS)
	:	
Debtors. <sup>1</sup>	:	(Jointly Administered)
	:	
-----X	:	Re: Docket No. 4

**VERIFIED:  
AS A TRUE COPY  
ATTEST:**

UNA M. O'BOYLE  
U. S. BANKRUPTCY COURT

*[Signature]*  
Deputy Clerk  
6/28/17

By

**ORDER PURSUANT TO 11 U.S.C. § 1505 AUTHORIZING TK HOLDINGS INC. TO  
ACT AS FOREIGN REPRESENTATIVE ON BEHALF OF THE DEBTORS' ESTATES**

Upon the motion, dated June 25, 2017 (the "*Motion*"),<sup>2</sup> of TK Holdings Inc. ("*TKH*") and its affiliated debtors, as debtors and debtors in possession (collectively, the "*Debtors*"), pursuant to section 1505 of title 11 of the United States Code (the "*Bankruptcy Code*"), for an order authorizing TKH to act as Foreign Representative on behalf of the Debtors' estates in any judicial or other proceedings in a foreign country, including the Canadian Proceedings, all as more fully set forth in the Motion; and upon consideration of the Caudill Declaration; and this Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated February 29, 2012; and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and

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

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

#114

1409; and due and proper notice of the Motion having been provided to the parties listed therein, and it appearing that no other or further notice need be provided; and this Court having reviewed the Motion; and this Court having held a hearing on the Motion; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is necessary and is in the best interests of the Debtors, their estates, creditors, and all parties in interests; and upon all of the proceedings had before this Court and after due deliberation and sufficient cause appearing therefor,

**IT IS HEREBY ORDERED THAT:**

1. The Motion is granted as set forth herein.
2. TKH is authorized, pursuant to section 1505 of the Bankruptcy Code, to act as the Foreign Representative on behalf of the Debtors' estates in any other judicial or other proceedings in a foreign country, including the Canadian Proceedings, and shall be authorized and have the power to act in any way permitted by applicable foreign law, including, but not limited to (i) seeking recognition of the Chapter 11 Cases in the Canadian Proceedings, (ii) requesting that the Canadian Court lend assistance to this Court in protecting the property of the Debtors' estates, and (iii) seeking any other appropriate relief from the Canadian Court that TKH deems just and proper in the furtherance of the protection of the Debtors' estates.
3. This Court requests the aid and assistance of the Canadian Court to recognize the Chapter 11 Cases as a "foreign proceeding" and TKH as a "foreign representative" pursuant to the CCAA, and to recognize and give full force and effect in all provinces and territories of Canada to this Order.

4. The Debtors are authorized to take all action necessary to carry out this Order.

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

Dated: June 27, 2017  
Wilmington, Delaware

  
\_\_\_\_\_  
THE HONORABLE BRENDAN L. SHANNON  
CHIEF UNITED STATES BANKRUPTCY JUDGE

Tab N

This is **Exhibit "N"** referred to in the  
affidavit of **SHARON KOUR**  
sworn before me this  
28th day of June, 2017

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

A Commissioner for taking affidavits



**ORIGINAL**

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE**

-----X  
 :  
**In re** : **Chapter 11**  
 :  
**TAKATA AMERICAS,** : **Case No. 17-11372 (BLS)**  
 :  
**Debtor.** : **Re: Docket No. 3**  
 :  
**Tax I.D. No. 33-1049766** :  
 -----X

-----X  
 :  
**In re** : **Chapter 11**  
 :  
**TK FINANCE, LLC,** : **Case No. 17-11373 (BLS)**  
 :  
**Debtor.** : **Re: Docket No. 2**  
 :  
**Tax I.D. No. 20-0022753** :  
 -----X

-----X  
 :  
**In re** : **Chapter 11**  
 :  
**TK CHINA, LLC,** : **Case No. 17-11374 (BLS)**  
 :  
**Debtor.** : **Re: Docket No. 2**  
 :  
**Tax I.D. No. 20-0021312** :  
 -----X

-----X  
 :  
**In re** : **Chapter 11**  
 :  
**TK HOLDINGS INC.,** : **Case No. 17-11375 (BLS)**  
 :  
**Debtor.** : **Re: Docket No. 3**  
 :  
**Tax I.D. No. 13-3573416** :  
 -----X

-----X  
 In re :  
 :  
**TAKATA PROTECTION** :  
**SYSTEMS INC.,** :  
 :  
**Debtor.** :  
 :  
**Tax I.D. No. 84-1233881** :  
 -----X

**Chapter 11**  
**Case No. 17-11376 (BLS)**  
**Re: Docket No. 2**

-----X  
 In re :  
 :  
**INTERIORS IN FLIGHT INC.,** :  
 :  
**Debtor.** :  
 :  
**Tax I.D. No. 46-3024046** :  
 -----X

**Chapter 11**  
**Case No. 17-11377 (BLS)**  
**Re: Docket No. 2**

-----X  
 In re :  
 :  
**TK MEXICO INC.,** :  
 :  
**Debtor.** :  
 :  
**Tax I.D. No. 20-1488331** :  
 -----X

**Chapter 11**  
**Case No. 17-11378 (BLS)**  
**Re: Docket No. 2**

-----X  
 In re :  
 :  
**TK MEXICO LLC,** :  
 :  
**Debtor.** :  
 :  
**Tax I.D. No. 20-1489029** :  
 -----X

**Chapter 11**  
**Case No. 17-11379 (BLS)**  
**Re: Docket No. 2**

-----X  
 :  
**In re** : **Chapter 11**  
 :  
**TK HOLDINGS DE MEXICO,** :  
**S. DE R.L. DE C.V.,** : **Case No. 17-11380 (BLS)**  
 :  
**Debtor.** : **Re: Docket No. 2**  
 :  
**Tax I.D. No. N/A** :  
 -----X

-----X  
 :  
**In re** : **Chapter 11**  
 :  
**INDUSTRIAS IRVIN DE MEXICO,** :  
**S.A. DE C.V.,** : **Case No. 17-11381 (BLS)**  
 :  
**Debtor.** : **Re: Docket No. 2**  
 :  
**Tax I.D. No. N/A** :  
 -----X

-----X  
 :  
**In re** : **Chapter 11**  
 :  
**TAKATA DE MEXICO,** :  
**S.A. DE C.V.,** : **Case No. 17-11382 (BLS)**  
 :  
**Debtor.** : **Re: Docket No. 2**  
 :  
**Tax I.D. No. N/A** :  
 -----X

-----X  
 :  
**In re** : **Chapter 11**  
 :  
**STROSSHE-MEX, S. DE R.L. DE C.V.,** : **Case No. 17-11383 (BLS)**  
 :  
**Debtor.** : **Re: Docket No. 2**  
 :  
**Tax I.D. No. N/A** :  
 -----X

**ORDER PURSUANT TO FED. R. BANKR. P. 1015(b)**  
**DIRECTING JOINT ADMINISTRATION OF CHAPTER 11 CASES**

Upon the motion, dated June 25, 2017 (the “*Motion*”),<sup>1</sup> of TK Holdings Inc. and its affiliated debtors, as debtors and debtors in possession (collectively, the “*Debtors*”), pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure (the “*Bankruptcy Rules*”) and Rule 1015-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “*Local Rules*”), for an order directing joint administration of their chapter 11 cases, all as more fully set forth in the Motion; and upon consideration of the Caudill Declaration; and this Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated February 29, 2012; and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to the parties listed therein, and it appearing that no other or further notice need be provided; and this Court having reviewed the Motion; and this Court having held a hearing on the Motion; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, creditors, and all parties in interests; and upon all of the proceedings had before this Court and after due deliberation and sufficient cause appearing therefor,

---

<sup>1</sup> Capitalized terms used but not otherwise herein defined shall have the meanings ascribed to such terms in the Motion.

**IT IS HEREBY ORDERED THAT:**

1. The Motion is granted as provided herein.
2. The above-captioned chapter 11 cases are consolidated for procedural purposes only and shall be jointly administered by the Court under Case No. 17-11375 (BLS).
3. Nothing contained in this Order shall be deemed or construed as directing or otherwise effecting the substantive consolidation of any of the above-captioned cases.
4. The caption of the jointly administered cases shall read as follows:

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE**

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

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

5. A docket entry shall be made in each of the above-captioned cases (other than the chapter 11 case of TK Holdings Inc.) substantially as follows:

An order has been entered in this case directing the procedural consolidation and joint administration of the chapter 11 cases of Takata Americas (9766); TK Finance, LLC (2753); TK China, LLC (1312); TK Holdings Inc. (3416); Takata Protection Systems Inc. (3881); Interiors in Flight Inc. (4046); TK Mexico Inc. (8331); TK Mexico LLC (9029); TK Holdings de Mexico S., de R.L. de

C.V. (N/A); Industrias Irvin de Mexico, S.A. de C.V. (N/A); Takata de Mexico, S.A. de C.V. (N/A); and Strosshe-Mex, S. de R.L. de C.V. (N/A). The docket in Case No. 17-11375 (BLS) should be consulted for all matters affecting this case.

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

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

Dated: June 27, 2017  
Wilmington, Delaware

  
\_\_\_\_\_  
THE HONORABLE BRENDAN L. SHANNON  
CHIEF UNITED STATES BANKRUPTCY JUDGE

# Tab O

This is **Exhibit "O"** referred to in the  
affidavit of **SHARON KOUR**  
sworn before me this  
28th day of June, 2017

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

A Commissioner for taking affidavits



**ORIGINAL**

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE**

-----X  
 :  
**In re** : **Chapter 11**  
 :  
**TK HOLDINGS INC., et al.,** : **Case No. 17-11375 (BLS)**  
 :  
**Debtors.**<sup>1</sup> : **(Jointly Administered)**  
 :  
 -----X **Re: Docket No. 5**

**ORDER PURSUANT TO 28 U.S.C. § 156(c), 11 U.S.C. § 105(a) AND DEL. BANKR. L.R. 2002-1(f) AUTHORIZING RETENTION AND APPOINTMENT OF PRIME CLERK LLC AS CLAIMS AND NOTICING AGENT**

Upon the application, dated June 25, 2017, 2017(the “*Application*”),<sup>2</sup> of TK Holdings Inc. and its affiliated debtors, as debtors and debtors in possession (collectively, the “*Debtors*”), pursuant to 28 U.S.C. § 156(c), section 105(a) of title 11 of the United States Code (the “*Bankruptcy Code*”) and Rule 2002-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “*Local Rules*”), for retention and appointment of Prime Clerk LLC (“*Prime Clerk*”) as claims and noticing agent (“*Claims and Noticing Agent*”) to, among other things, (i) distribute required notices to parties in interest, (ii) receive, maintain, docket and otherwise administer the proofs of claim filed in the Debtors’ Chapter 11 Cases and (iii) provide such other administrative services – as required by the Debtors – that would fall within the purview of services to be provided by the Clerk’s office, all as more fully set forth in the Motion; and upon consideration of the Caudill Declaration; and upon the Waisman Declaration submitted in support of the Application; and the

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

<sup>2</sup> Capitalized terms used but not otherwise herein defined shall have the meanings ascribed to such terms in the Application.

Debtors having estimated that there are in excess of 80,000 creditors in these Chapter 11 Cases, many of which are expected to file proofs of claim; and it appearing that the receiving, docketing and maintaining of proofs of claim would be unduly time consuming and burdensome for the Clerk; and the Court being authorized under 28 U.S.C. § 156(c) to utilize, at the Debtors' expense, outside agents and facilities to provide notices to parties in title 11 cases and to receive, docket, maintain, photocopy and transmit proofs of claim; and the Court being satisfied that Prime Clerk has the capability and experience to provide such services and that Prime Clerk does not hold an interest adverse to the Debtors or the estates respecting the matters upon which it is to be engaged; and this Court having jurisdiction to consider the Application and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated February 29, 2012; and consideration of the Application and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Application having been provided to the parties listed therein, and it appearing that no other or further notice need be provided; and this Court having reviewed the Application; and this Court having held a hearing on the Application; and this Court having determined that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and it appearing that the relief requested in the Application is in the best interests of the Debtors, their estates, creditors, and all parties in interests; and upon all of the proceedings had before this Court and after due deliberation and sufficient cause appearing therefor,

**IT IS HEREBY ORDERED THAT:**

1. Notwithstanding the terms of the Engagement Agreement attached to the Application, the Application is approved solely as set forth in this Order.
2. The Debtors are authorized, pursuant to 28 U.S.C. § 156(c), section 105(a) of the Bankruptcy Code and Local Rule 2002-1(f), to retain Prime Clerk as Claims and Noticing

Agent effective *nunc pro tunc* to the Petition Date under the terms of the Engagement Agreement, and Prime Clerk is authorized and directed to perform noticing services and to receive, maintain, record and otherwise administer the proofs of claim filed in these Chapter 11 Cases, and all related tasks, all as described in the Application.

3. Prime Clerk shall serve as the custodian of court records and shall be designated as the authorized repository for all proofs of claim filed in these Chapter 11 Cases and is authorized and directed to maintain official claims registers for each of the Debtors, to provide public access to every proof of claim unless otherwise ordered by the Court and to provide the Clerk with a certified duplicate thereof upon the request of the Clerk.

4. Prime Clerk is authorized and directed to provide an electronic interface for filing proofs of claim and to obtain a post office box or address for the receipt of proofs of claim.

5. Prime Clerk is authorized to take such other action to comply with all duties set forth in the Application.

6. The Debtors are authorized to compensate Prime Clerk in accordance with the terms of the Engagement Agreement upon the receipt of reasonably detailed invoices setting forth the services provided by Prime Clerk and the rates charged for each, and to reimburse Prime Clerk for all reasonable and necessary expenses it may incur, upon the presentation of appropriate documentation, without the need for Prime Clerk to file fee applications or otherwise seek Court approval for the compensation of its services and reimbursement of its expenses.

7. Prime Clerk shall maintain records of all services showing dates, categories of services, fees charged and expenses incurred, and shall serve monthly invoices on the Debtors, the office of the United States Trustee, counsel for the Debtors, counsel for any

official committee monitoring the expenses of the Debtors and any party-in-interest who specifically requests service of the monthly invoices.

8. The parties shall meet and confer in an attempt to resolve any dispute which may arise relating to the Engagement Agreement or monthly invoices; provided that the parties may seek resolution of the matter from the Court if resolution is not achieved.

9. Pursuant to section 503(b)(1)(A) of the Bankruptcy Code, the fees and expenses of Prime Clerk under this Order shall be an administrative expense of the Debtors' estates.

10. Prime Clerk may apply its retainer to all prepetition invoices, which retainer shall be replenished to the original retainer amount, and thereafter, Prime Clerk may hold its retainer under the Engagement Agreement during the Chapter 11 Cases as security for the payment of fees and expenses incurred under the Engagement Agreement.

11. The Debtors shall indemnify Prime Clerk under the terms of the Engagement Agreement, as modified pursuant to this Order.

12. Prime Clerk shall not be entitled to indemnification, contribution or reimbursement pursuant to the Engagement Agreement for services other than the services provided under the Engagement Agreement, unless such services and the indemnification, contribution or reimbursement therefor are approved by the Court.

13. Notwithstanding anything to the contrary in the Engagement Agreement, the Debtors shall have no obligation to indemnify Prime Clerk, or provide contribution or reimbursement to Prime Clerk, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from Prime Clerk's gross negligence, willful misconduct or fraud; (ii) for a contractual dispute in which the Debtors allege the breach

of Prime Clerk's contractual obligations if the Court determines that indemnification, contribution or reimbursement would not be permissible pursuant to *In re United Artists Theatre Co.*, 315 F.3d 217 (3d Cir. 2003); or (iii) settled prior to a judicial determination under (i) or (ii), but determined by this Court, after notice and a hearing, to be a claim or expense for which Prime Clerk should not receive indemnity, contribution or reimbursement under the terms of the Engagement Agreement as modified by this Order.

14. If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these Chapter 11 Cases (that order having become a final order no longer subject to appeal), or (ii) the entry of an order closing these Chapter 11 Cases, Prime Clerk believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution and/or reimbursement obligations under the Engagement Agreement (as modified by this Order), including the advancement of defense costs, Prime Clerk must file an application therefor in this Court, and the Debtors may not pay any such amounts to Prime Clerk before the entry of an order by this Court approving the payment. This paragraph is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by Prime Clerk for indemnification, contribution or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify Prime Clerk. All parties in interest shall retain the right to object to any demand by Prime Clerk for indemnification, contribution or reimbursement.

15. In the event Prime Clerk is unable to provide the services set out in this order, Prime Clerk will immediately notify the Clerk and the Debtors' attorney and, upon approval of the Court, cause to have all original proofs of claim and computer information turned

over to another claims and noticing agent with the advice and consent of the Clerk and the Debtors' attorney.

16. Applicable banks and financial institutions are authorized, but not directed, at the Debtors' request, to receive, process, honor and pay, to the extent of funds on deposit, any and all checks issued or to be issued or electronic fund transfers requested or to be requested by the Debtors relating to the undisputed fees and expenses incurred by Prime Clerk in the performance of the services described in the Application.

17. The Debtors may submit a separate retention application, pursuant to 11 U.S.C. § 327 and/or any applicable law, for work that is to be performed by Prime Clerk but is not specifically authorized by this Order.

18. The Debtors and Prime Clerk are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

19. Notwithstanding any term in the Engagement Agreement to the contrary, the Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

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

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

22. Notwithstanding any provision in the Bankruptcy Rules to the contrary, this Order shall be immediately effective and enforceable upon its entry.

23. Prime Clerk shall not cease providing claims processing services during the Chapter 11 Case(s) for any reason, including nonpayment, without an order of the Court.

24. In the event of any inconsistency between the Engagement Agreement, the Application and the Order, the Order shall govern.

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

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

Dated: June 27, 2017  
Wilmington, Delaware

  
\_\_\_\_\_  
THE HONORABLE BRENDAN L. SHANNON  
CHIEF UNITED STATES BANKRUPTCY JUDGE

Tab P



This is **Exhibit "P"** referred to in the  
affidavit of **SHARON KOUR**  
sworn before me this  
28th day of June, 2017



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A Commissioner for taking affidavits

**ORIGINAL**

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE**

-----X  
:
  
**In re** : **Chapter 11**  
:
  
**TK HOLDINGS INC., et al.,** : **Case No. 17-11375 (BLS)**  
:
  
**Debtors.<sup>1</sup>** : **Jointly Administered**  
: **Re: Docket No. 18**  
-----X

**INTERIM ORDER PURSUANT TO 11 U.S.C. §§ 105, 361, 362, 363, 503, 506 AND 507 AND FED. R. BANKR. P. 2002, 4001, 6003, 6004, AND 9014 GRANTING MOTION FOR ENTRY OF AN INTERIM AND FINAL ORDER (I) AUTHORIZING DEBTORS TO ENTER INTO ACCOMMODATION AGREEMENT AND ACCESS AGREEMENT WITH CERTAIN CUSTOMERS, (II) GRANTING ADEQUATE PROTECTION IN CONNECTION THEREWITH, (III) MODIFYING THE AUTOMATIC STAY TO IMPLEMENT AND EFFECTUATE THE TERMS THEREOF; AND (IV) SCHEDULING A FINAL HEARING**

Upon the motion (the “*Motion*”) of TK Holdings, Inc. (“*TKH*”) and the subsidiaries of TKH that are debtors and debtors in possession in the above-captioned cases (collectively with TKH, the “*Debtors*”), pursuant to sections 105, 361, 362, 363, 503, 506 and 507 of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the “*Bankruptcy Code*”), Rules 2002, 4001, 6003, 6004 and 9014 of the Federal Rules of Bankruptcy Procedure (the “*Bankruptcy Rules*”), and Rule 4001-2 of the Local Bankruptcy Rules of the United States Bankruptcy Court for the District of Delaware (the “*Local Bankruptcy Rules*”), seeking, among other things:

- A. authorization for the Debtors to enter into (a) that certain Accommodation Agreement, which was attached to the Motion as Exhibit A (together with any exhibits or

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

schedules thereto, and as may be amended or modified in accordance with the terms thereof, the “*Accommodation Agreement*”),<sup>2</sup> and (b) the Access and Security Agreement, [Docket No. 87] (together with any exhibits or schedules thereto, and as may be amended or modified in accordance with the terms thereof, the “*Access Agreement*” and, together with the Accommodation Agreement, the “*Agreements*”); (ii) granting adequate protection to those Consenting OEMs with Customer Accounts (the “*Secured Accommodation Parties*”)<sup>3</sup> in connection therewith; (iii) modifying the automatic stay imposed under section 362 of the Bankruptcy Code to the extent necessary to implement and effectuate the relief requested therein; and (iv) scheduling a hearing to consider the relief requested herein on a final basis (the “*Final Hearing*”).

B. the grant of adequate protection to the Secured Accommodation Parties in respect of the Customer Secured Claims (as defined below) subject to the Carve-Out (as defined below) and the terms of this Interim Order;

C. approval of certain stipulations in paragraph 4 of this Interim Order by the Debtors with respect to, among other things, (a) the Customer Accounts (as defined below) owed to the Debtors by each Secured Accommodation Party as of the date (the “*Petition Date*”) of the commencement of the Debtors’ chapter 11 cases (the “*Cases*”), (b) the amount, validity and priority of the Customer Secured Claims, and (c) the validity and enforceability of the Prepetition Setoff Rights (as defined below) of the Secured Accommodation Parties in respect of the Customer Secured Claims;

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<sup>2</sup> Capitalized terms used but not defined herein having the meanings given to them in the Accommodation Agreement.

<sup>3</sup> Among others, the following Consenting OEMs are not Secured Accommodation Parties: BMW AG, Daimler AG and Volkswagen AG.

D. subject only to and effective upon entry of the Final Order, so long as any of the Adequate Protection Claims remain outstanding, the waiver of the Debtors' right to surcharge the Collateral (as defined below) pursuant to section 506(c) of the Bankruptcy Code;

E. modification of the automatic stay to the extent set forth herein and in the Accommodation Agreement;

F. pursuant to Bankruptcy Rule 6003, a hearing (the "**Hearing**") on the Motion to be held before this Court to consider entry of an order granting the Motion (this "**Interim Order**"), on an interim basis; and

G. that this Court schedule a final hearing (the "**Final Hearing**") to be held within 35 days of the entry of this Interim Order to consider entry of a final order granting the Motion (the "**Final Order**") on a final basis; and due and appropriate notice of the Motion and the Hearing having been served by the Debtors on (i) the Office of the United States Trustee for the District of Delaware ("**U.S. Trustee**") (Attn: David Buchbinder, Esq. and Jane Leamy, Esq.); (ii) the Debtors' fifty (50) largest unsecured creditors on a consolidated basis; (iii) the Securities and Exchange Commission; (iv) the Internal Revenue Service; (v) the Offices of the United States Attorney for the District of Delaware and the Eastern District of Michigan; (vi) the National Highway Traffic Safety Administration ("**NHTSA**"); (vii) the Consenting OEMs; (viii) the Plan Sponsor; (ix) all of the Debtors' landlords, and owners and/or operators of premises at which any of the Debtors inventory and/or equipment is located; and (x) any other party entitled to notice pursuant to Local Rule 9013-1(m), and it appearing that no other or further notice need be provided; and this Court having reviewed the Motion; and this Court having held a hearing on the Motion; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested

in the Motion is necessary to avoid immediate and irreparable harm to the Debtors and their estates as contemplated by Bankruptcy Rule 6003, and is in the best interests of the Debtors, their estates, creditors, and all parties in interests; and upon all of the proceedings had before this Court and after due deliberation and sufficient cause appearing therefor, and upon the record made by the Debtors in the Motion, the declaration of Scott E. Caudill, the Executive Vice President and Chief Operating Officer for TKH, filed in support of the Debtors' chapter 11 petitions and related first day relief (Docket No. 19) (the "*Caudill Declaration*"), and at the Hearing and after due deliberation and sufficient cause appearing therefor;

IT IS FOUND, DETERMINED, ORDERED AND ADJUDGED, that:

1. *Disposition.* The relief requested in the Motion is granted on an interim basis in accordance with the terms of this Interim Order. Any objections to the Motion with respect to the entry of this Interim Order that have not been withdrawn, waived or settled, and all reservations of rights included therein, are hereby denied and overruled on the merits.

2. *Jurisdiction.* This Court has core jurisdiction over the Cases, the Motion and the property affected hereby pursuant to 28 U.S.C. §§ 157(b) and 1334. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

3. *Notice.* Under the circumstances, proper, timely, adequate and sufficient notice of the Motion has been provided in accordance with the Bankruptcy Code, the Bankruptcy Rules and the Local Bankruptcy Rules, and no other or further notice of the Motion or the entry of this Interim Order shall be required, except as set forth in paragraph 26 below. The interim relief granted herein is necessary to avoid immediate and irreparable harm to the Debtors and their estates pending the Final Hearing.

4. *Debtors' Stipulations.* Without prejudice to any other party in interest (but subject to the limitations thereon contained in paragraphs 12 through 14 below), the Debtors admit, stipulate and agree that:

(a) as of the Petition Date, the Secured Accommodation Parties owed outstanding amounts to the Debtors in respect of Component Parts or services provided by the Debtors to the Secured Accommodation Parties under the Purchase Orders (the "*Customer Accounts*");

(b) pursuant to section 502 of the Bankruptcy Code, each Secured Accommodation Party has claims against the Debtors arising from the Debtors' design, manufacture and sale of PSAN Inflators and PSAN Modules to such Secured Accommodation Party, including, but not limited to, Customer Indemnification Claims;

(c) the amount of each Secured Accommodation Party's Customer Indemnification Claims significantly exceeds such Secured Accommodation Party's Customer Accounts and no portion of the Customer Indemnification Claims or any payments made to the Secured Accommodation Parties or applied to or paid on account of the obligations owing under the Purchase Orders prior to the Petition Date is subject to any recharacterization, subordination, attack, avoidance or other claim, cause of action or other challenge of any nature under the Bankruptcy Code or applicable non-bankruptcy law, *provided* that such Customer Indemnification Claims are subject to, and filed in accordance with, the Consenting OEM Claims Protocol;

(d) based on the foregoing paragraphs 4(a) through 4(c), each Secured Accommodation Party has a valid and enforceable right of setoff against the Debtors equal in amount to such Secured Accommodation Party's Customer Accounts pursuant to section 553 of

the Bankruptcy Code (each, a “*Prepetition Setoff Right*” and, collectively, the “*Prepetition Setoff Rights*”);

(e) the Prepetition Setoff Rights entitle each Secured Accommodation Party to an allowed secured claim against the Debtors equal in amount to such Secured Accommodation Party’s Customer Accounts pursuant to section 506 of the Bankruptcy Code (each, a “*Customer Secured Claim*” and, collectively, the “*Customer Secured Claims*”);

(f) the liens and security interests on the assets of the Debtors granted to the Secured Accommodation Parties pursuant to and in connection with the Access Agreement (the “*Access Agreement Liens*”) are: (i) valid, binding, perfected, enforceable liens and security interests in the Collateral (as defined in the Access Agreement) and (ii) not subject to avoidance, recharacterization, subordination, recovery, attack, effect, counterclaim, defense or claim under the Bankruptcy Code or applicable non-bankruptcy law;

(g) Effective as of the entry of the Final Order, unless expressly and successfully challenged in a Challenge Proceeding (as defined below), each of the Debtors, on behalf of themselves and all of their respective officers, directors, employees, owners, agents, assigns, trustees, successors, and representatives, each in its capacity as such, hereby releases, acquits, and discharges each Consenting OEM and each Consenting OEM’s officers, directors, employees, members, owners, agents, assigns, shareholders, successors and representatives each in its capacity as such, from all claims, liabilities, demands, actions, causes of action, losses, damages, costs, expenses, rights, compensation, of whatever kind or nature, at law or in equity, foreseen or unforeseen, contingent or liquidated, matured or unmatured, known or unknown, that exist now, have ever existed, or may exist in the future relating to or arising from any action or inaction prior to the Petition Date (collectively the “*Claims*”), including, but not limited to,

Claims that relate directly or indirectly to a Consenting OEM's (a) decision to source, or not source, business to the Debtors; (b) decision to terminate any Purchase Order prior to the Petition Date; (c) decision to resource any business from the Debtors in a manner consistent with the Accommodation Agreement and any other agreement among any of the Consenting OEMs; or (d) action, related directly or indirectly to the Restructuring, Sale, or PSAN Inflation (the "***Debtor Released Claims***"); *provided* that, no person or entity shall be released from any claim or obligation arising from or related to the Accommodation Agreement (or any right to or claim for payment arising in the ordinary course under a Purchase Order) or any other agreement entered into in connection with the Sale or Restructuring including for the avoidance of doubt the Indemnity Agreement; and *provided further* that, no person or entity shall be released from any claim arising from or related to any act or omission that constitutes fraud, gross negligence, or willful misconduct.

5. *Findings Regarding the Agreements*

- (a) Good and sufficient cause has been shown for the entry of this Interim Order.
- (b) The Debtors have an immediate need for the accommodations provided by certain of the Consenting OEMs pursuant to the Agreements, including the payment by the Secured Accommodation Parties of the Customer Accounts in the ordinary course (notwithstanding the Prepetition Setoff Rights), the commitment to limit the resourcing of business, the commitment to limit setoffs, and the commitment to accelerate payment of certain of the Customer Accounts, as well as certain post-Petition Date accounts payable to the Debtors, pursuant to the Accommodation Agreement, in order to, among other things, (i) permit the orderly continuation of the operation of their businesses, (ii) maintain business relationships with



vendors, suppliers and customers, (iii) make payroll and to satisfy other working capital and operational needs (iv) pay the costs and expenses of administering the Restructuring (including, without limitation, payment of the Debtors' professional fees and expenses) and (v) comply with their regulatory obligations, including pursuant to the DOJ Plea Agreement, the Preservation Order and Testing Control Plan issued by NHTSA dated February 24, 2015 and the Consent Order issued by NHTSA dated November 2, 2015 and, as a condition to entering into the Accommodation Agreement, certain of the Consenting OEMs have required that the Debtors enter into the Access Agreement to ensure the continuity of supply of Component Parts and grant Adequate Protection Obligations herein. The access of the Debtors to sufficient working capital and liquidity through payment of the Customer Accounts, including the accelerated payment of certain Customer Accounts, is necessary and vital to the preservation and maintenance of the going concern values of the Debtors and the success of the Cases.

(c) Pursuant to section 542(b) of the Bankruptcy Code, but for the agreement of the Secured Accommodation Parties, in exchange for, *inter alia*, the grant of the Adequate Protection Liens (as defined below) and the other Adequate Protection Obligations (as defined below), the Secured Accommodation Parties would not be required to pay the Customer Accounts when due.

(d) The Consenting OEMs have acted in good faith regarding the Agreements.

(e) The Secured Accommodation Parties are entitled to the adequate protection provided in this Interim Order as and to the extent set forth herein pursuant to sections 362 and 363 of the Bankruptcy Code. Based on the Motion and on the record presented to the Court, the terms of the proposed adequate protection arrangements are fair and reasonable, reflect the Debtors' prudent exercise of business judgment and constitute reasonably equivalent

value and fair consideration for, among other accommodations, the agreement of the Secured Accommodation Parties to accelerate the payment of certain of the Customer Accounts and thereby forbear from exercising their Prepetition Setoff Rights; *provided* that nothing in this Interim Order or the Agreements shall prejudice, limit or otherwise impair the rights of any of the Secured Accommodation Parties to seek, upon a material change in circumstance, new, different or additional adequate protection.

(f) The Secured Accommodation Parties are entitled to the adequate protection provided in this Interim Order as and to the extent set forth herein pursuant to sections 362 and 363 of the Bankruptcy Code. Based on the Motion and on the record presented to the Court, the terms of the proposed adequate protection arrangements are fair and reasonable, reflect the Debtors' prudent exercise of business judgment and constitute reasonably equivalent value and fair consideration for, among other accommodations, the agreement of the Secured Accommodation Parties to accelerate the payment of certain of the Customer Accounts and thereby forbear from exercising their Prepetition Setoff Rights.

(g) The Debtors have requested immediate entry of this Interim Order pursuant to Bankruptcy Rule 6003 and Local Bankruptcy Rule 4001-2. Absent granting the relief set forth in this Interim Order, the Debtors' estates will be immediately and irreparably harmed. Entry into, and approval of, the Agreements, in accordance with the terms thereof and this Interim Order, and granting the adequate protection provided herein, is therefore in the best interests of the Debtors' estates and consistent with the Debtors' exercise of their fiduciary duties.

6. *Approval of the Agreements.*

(a) The Debtors are authorized, on an interim basis, to (i) enter into the Agreements, (ii) comply with the terms of the Agreements; and (iii) effect the relief granted herein.

(b) The Agreements shall be binding, on an interim basis, and specifically enforceable against the parties thereto in accordance with their terms.

(c) The Debtors are authorized to enter into amendments to, modifications of or waivers of the terms of the Agreements, from time to time as necessary, subject to the terms and conditions set forth in the Agreements, without further order of the Court; *provided however*, that amendments are subject to court approval if the Debtors are not able to represent in such amendment that it is not materially adverse to any Debtor. Within two business days of the effective date of each such amendment, the Debtors will file a notice attaching a copy of any such amendment with the Court.

(d) The Agreements shall be solely for the benefit of the parties thereto, and no other person or entity shall be a third-party beneficiary of the Agreements.

7. *Non-Impairment of Access.* Any parties with liens on, claims against or interests in property subject to the Consenting OEMs' right of access under the Access Agreement shall not take any action to impair such right of access, and all such liens, claims or interests are subject to the terms of the Access Agreement.

8. *Automatic Stay.* Until the Final Order is entered or this Interim Order is reversed or vacated, the automatic stay provisions of section 362 of the Bankruptcy Code are hereby vacated and modified to the extent necessary to permit the Consenting OEMs, to (a) at any time, exercise their setoff rights with respect to Allowed Setoffs, Professional Fee Setoffs, Tooling

Setoffs and Materials Setoffs, (b) send any notices required or permitted to be sent under this Interim Order or the Agreements, (c) subject to the limitations set forth in the Accommodation Agreement, continue their ordinary course of dealings with the Debtors consistent with past practices, including to take possession of Tooling or other property of the Consenting OEMs, to the extent permitted under, and in accordance with, the terms of the Agreements and to resolve normal commercial issues consistent with the Accommodation Agreement and (d) upon (i) the occurrence of the Outside Date, (ii) the termination of the Accommodation Agreement following the occurrence of a Consenting OEM Termination Event (as defined in the Accommodation Agreement) or (iii) with respect to any Consenting OEM, the termination of the Accommodation Agreement by such Consenting OEM following the occurrence of an Event of Default, (A) subject to any applicable cure period set forth in the Accommodation Agreement, exercise any then-remaining Prepetition Setoff Rights, (B) subject to any applicable cure period set forth in the Accommodation Agreement, exercise any and all remedies under the Agreements and (C) upon the giving of five days' prior written notice (which shall run concurrently with any notice required to be provided under the Agreements) (the "***Remedies Notice Period***") to the counsel to the Debtors, who shall then promptly provide notice to the U.S. Trustee, Plan Sponsor and counsel to the official committee of unsecured creditors (if one is appointed) (the "***Creditors' Committee***"), unless the Court orders otherwise during the Remedies Notice Period upon a hearing regarding any exercise of rights or remedies under the Agreements, exercise remedies with respect to the assets of the Debtors subject to the Adequate Protection Liens (as defined below). In no event shall the Secured Accommodation Parties be subject to the equitable doctrine of "marshaling" or any similar doctrine with respect to the Collateral (as defined

below). The failure of any party to exercise its rights or remedies under this Interim Order, the Agreements or applicable law shall not constitute a waiver of any of such party's rights.

9. *Adequate Protection of the Secured Accommodation Parties.* Each of the Secured Accommodation Parties is entitled, pursuant to sections 362, 363(e) and 507 of the Bankruptcy Code, to adequate protection of its Prepetition Setoff Rights and Customer Secured Claims for and equal in amount to the aggregate diminution in the amount of such Prepetition Setoff Rights and Customer Secured Claims, including, without limitation, any such diminution resulting from, the contractual forbearance set forth in the Accommodation Agreement, the imposition of the automatic stay pursuant to section 362 of the Bankruptcy Code, and the payment of such Secured Accommodation Party's Customer Accounts (each, an "*Adequate Protection Claim*"). For the avoidance of doubt, there shall be no diminution and therefore no Adequate Protection Claim to the extent setoffs (including setoffs permitted under the Accommodation Agreement) are actually taken against Customer Accounts or to the extent a Secured Accommodation Party's Customer Accounts are otherwise not paid to the Debtors. In order to induce each Secured Accommodation Party to enter into the Agreements and to accelerate the payment of accounts payable (thereby forbearing from exercising its Prepetition Setoff Rights), in exchange for such payment and as adequate protection of the Adequate Protection Claims, the Secured Accommodation Parties are hereby granted the following (collectively, the "*Adequate Protection Obligations*"):

(a) Adequate Protection Liens. Subject to the Carve-Out, each of the Secured Accommodation Parties is hereby granted, on an interim basis, (effective and perfected upon the date of this Interim Order and without the necessity of the execution of any mortgages, security agreements, pledge agreements, financing statements or other agreements), on a *pari passu* basis

and in the amount of such Secured Accommodation Party's Adequate Protection Claim, (i) a first-priority replacement lien on all accounts owing by such Secured Accommodation Party to the Debtors following the Petition Date (each, a "**Replacement Lien**" and, collectively, the "**Replacement Liens**") (ii) a valid, perfected junior security interest in and lien upon all property of the Debtors, whether owned on the Petition Date or acquired thereafter, (including any proceeds thereof) except for property subject to the Replacement Liens, that is subject to unavoidable, perfected liens in existence immediately prior to the Petition Date (or that is perfected subsequent to the Petition Date pursuant to Section 546(b) of the Bankruptcy Code) (for clarity, the Replacement Liens shall be junior to any perfected and unavoidable security interest in existence immediately prior to the Petition Date of Comerica Bank in that certain deposit (ending in 3869-5) maintained at Comerica Bank which has a balance of approximately one million four hundred and fifty thousand dollars (\$1,450,000) and which secures all obligations of TK Holdings Inc. to Comerica Bank); and (iii) a senior *pari passu* lien on and security interest in all property of the Debtors, whether owned on the Petition Date or acquired thereafter (including any proceeds thereof) other than the property (but not the proceeds thereof) described in the immediately preceding clauses (i) and (ii), in each case other than the Debtors' claims and causes of action under sections 502(d), 544, 545, 547, 548 and 550 of the Bankruptcy Code, or any other avoidance actions under the Bankruptcy Code (collectively, "**Avoidance Actions**"), but, subject only to and effective upon entry of the Final Order, including any proceeds or property recovered, unencumbered or otherwise from Avoidance Actions, whether by judgment, settlement or otherwise ("**Avoidance Proceeds**") (the liens granted to the Secured Accommodation Parties pursuant to the foregoing clauses (i), (ii) and (iii), collectively, the "**Adequate Protection Liens**");

(b) Section 507(b) Claim. Subject to the Carve-Out, each of the Secured Accommodation Parties is hereby granted, on an interim basis, a superpriority claim as provided

for in section 507(b) of the Bankruptcy Code (each, a “**507(b) Claim**” and, collectively, the “**507(b) Claims**”), which 507(b) Claims shall have recourse to and be payable from all property of the Debtors other than Avoidance Actions (but including, effective upon entry of the Final Order, Avoidance Proceeds), whether owned on the Petition Date or acquired thereafter, (including any proceeds thereof);

(c) Carve-Out. For purposes hereof, the “**Carve-Out**” shall mean (i) fees owing to the U.S. Trustee incurred in connection with the Chapter 11 Cases, in an unlimited amount and (ii) to the extent ultimately allowed by the Court, claims for unpaid fees, costs and expenses, professional fees, expenses, and disbursements incurred by professional persons employed by the Debtors or the Creditors’ Committee whose retention is approved by the Court pursuant to sections 327 and 1103 of the Bankruptcy Code (including the payment of reasonable expenses incurred by members of the Creditors’ Committee (but not including counsel for or any professionals retained by an individual Creditors’ Committee member)) (“**Professional Fees and Expenses**”), subject to the terms of this Interim Order, the Final Order and any compensation order entered by the Court, that are incurred (a) on and after the Petition Date and before the occurrence of a Carve-Out Trigger Date (defined below), in an unlimited amount and (b) after the occurrence of a Carve-Out Trigger Date, in an amount not to exceed eight million dollars (\$8 million) (the “**Post-Trigger Date Carve-Out**”). For the purposes hereof, a “**Carve-Out Trigger Date**” means the business day after a Consenting OEM Termination Event or Event of Default (each, an “**Accommodation Agreement Event of Default**”) has occurred and the Requisite Consenting OEMs have provided notice thereof (via email or otherwise) to counsel to the Debtors; *provided* that any success or transaction fees that may become due and payable to Professional Persons shall not be included in or payable from the Post-Trigger Date Carve-Out;

*provided, further*, that nothing herein shall be construed to impair the ability of any party to object to the fees, expenses, reimbursement or compensation on any grounds.

(d) Upon the occurrence of the Carve-Out Trigger Date, the Debtors shall deposit into an interest-bearing escrow account at a financial institution acceptable to the Requisite Consenting OEMs (the “***Carve-Out Account***”) an amount equal to the sum of (a) all fees and expenses required to be paid pursuant to section 9(c)(i) above; (b) all billed and unpaid Professional Fees and Expenses (including outstanding holdbacks) incurred on or after the Petition Date and prior to the Carve-Out Trigger Date; (c) all unbilled Professionals Fees and Expenses incurred on or after the Petition Date and prior to the Carve-Out Trigger Date and (d) the amount of the Post-Trigger Date Carve-Out. The failure of the Carve-Out Account to satisfy in full the amount set forth in the Carve-Out shall not affect the priority of the Carve-Out. The Secured Accommodation Parties shall retain automatically perfected and continuing first priority Adequate Protection Liens in any residual interest in the Carve-Out Account available following satisfaction in full of all obligations benefiting from the Carve-Out (the “***Residual Carve-Out Amount***”). Promptly (but in no event later than five (5) business days) following the satisfaction in full of all obligations benefiting from the Carve-Out, the Debtors shall deliver the Residual Carve-Out Amount, if any, to the Consenting OEMs.

(e) Monthly Budgets. The initial Budget (as defined below) through March 31, 2018 (the “Initial Budget Period”), which is attached to the Accommodation Agreement as **Exhibit A**, is hereby approved. The Debtors will provide an update of the Budget by the 15<sup>th</sup> of each month, if necessary, indicating any modification to the Budget for the duration of the Budget Period (as defined below), which shall be deemed a “***Budget***” only upon approval as provided in the Accommodation Agreement.



(f) Monthly Budget Covenants. At all times, the Debtors shall maintain an actual cash balance (i) in excess of the Minimum Cash Requirements and (ii) of at least 80% of the budgeted cash balance; *provided* that in the event that (x) the aggregate amount of accounts payable that are actually paid by the Consenting OEMs to the Debtors between the Petition Date and such date falls short of (y) the aggregate amount of accounts payable that the Secured Accommodation Parties are supposed to have paid to the Debtors pursuant to the then-effective Budget, such shortfall shall reduce the actual cash balance that the Debtors are required to maintain pursuant to the foregoing clauses (i) and (ii).

(g) Compliance with Budget. The Debtors shall use the proceeds of accounts payable of the Consenting OEMs solely in accordance with the Budget (subject to any permitted variances under the Accommodation Agreement), including to support continued operations and production of Component Parts for the Consenting OEMs and to pay the costs and expenses of administering the Restructuring (including, without limitation, payment of the Debtors' professional fees and expenses).

(h) Receipts and Disbursements. Each month, no later than the fifteenth (15<sup>th</sup>) calendar day of such month, the Debtors shall provide the Secured Accommodation Parties with a report setting forth the Debtor's actual receipts and disbursements in the prior month and a reconciliation of actual receipts and disbursements with those set forth in the prior month's Budget by type of receipt and disbursement;

10. *Reservation of Rights of Secured Accommodation Parties*. Under the circumstances and given that the Secured Accommodation Parties have consented to the adequate protection provisions set forth in this Interim Order and that the above-described adequate protection is consistent with the Bankruptcy Code, the Court finds that the adequate protection provided herein is reasonable and sufficient to protect the interests of the Secured

Accommodation Parties; *provided* that any of the Secured Accommodation Parties may request further or different adequate protection, and the Debtors or any other party may contest any such request.

11. *Preservation of Rights Granted Under This Interim Order.*

(a) Other than the claims and liens expressly granted by this Interim Order, no claim or lien having a priority superior to or *pari passu* with those granted by this Interim Order to the Secured Accommodation Parties shall be granted or allowed while any of the Adequate Protection Claims remain outstanding, and, except as otherwise expressly provided in paragraph 9(a) of this Interim Order, the Adequate Protection Liens shall not be: (i) subject or junior to any lien or security interest that is avoided and preserved for the benefit of the Debtors' estates under section 551 of the Bankruptcy Code; (ii) subordinated to or made *pari passu* with any liens arising after the Petition Date *provided* that with respect to any liens or security interests granted in favor of any federal, state, municipal or other domestic or foreign governmental unit (including any regulatory body), commission, board or court for any liability of the Debtors, this clause shall be subject to entry of a Final Order or (iii) subject or junior to any intercompany or affiliate liens or security interests of the Debtors.

(b) Notwithstanding any order that may be entered dismissing any of the Cases under section 1112 of the Bankruptcy Code or otherwise is at any time entered: (i) the 507(b) Claims and the Adequate Protection Liens shall continue in full force and effect and shall maintain their priorities as provided in this Interim Order until all Adequate Protection Claims shall have been indefeasibly paid in full in cash (and such 507(b) Claims and Adequate Protection Liens shall, notwithstanding such dismissal, remain binding on all parties in interest); (ii) the other rights granted by this Interim Order shall not be affected; and (iii) this Court shall

retain jurisdiction, notwithstanding such dismissal, for the purposes of enforcing the claims, liens and security interests referred to in this paragraph and otherwise in this Interim Order.

(c) If any or all of the provisions of this Interim Order are hereafter reversed, modified, vacated or stayed, such reversal, modification, vacation or stay shall not affect: (i) the validity, priority or enforceability of any Adequate Protection Obligations incurred prior to the actual receipt of written notice by the Secured Accommodation Parties of the effective date of such reversal, modification, vacation or stay; or (ii) the validity, priority or enforceability of the Adequate Protection Liens. Notwithstanding any such reversal, modification, vacation or stay, any Adequate Protection Obligations, prior to the actual receipt of written notice by the Secured Accommodation Parties of the effective date of such reversal, modification, vacation or stay, shall be governed in all respects by the original provisions of this Interim Order, and the Secured Accommodation Parties shall be entitled to all the rights, remedies, privileges and benefits granted in this Interim Order and the Agreements.

(d) Except as expressly provided in this Interim Order or in the Agreement, the Adequate Protection Liens and the Adequate Protection Obligations and all other rights and remedies of the Secured Accommodation Parties granted by the provisions of this Interim Order and the Agreements shall survive, and shall not be modified, impaired or discharged by: (i) the entry of an order converting any of the Cases to a case under chapter 7, dismissing any of the Cases, terminating the joint administration of these Cases or by any other act or omission; (ii) the entry of an order approving the sale of any property of the Debtors that is subject to the Adequate Protection Liens (the "*Collateral*") pursuant to section 363(b) of the Bankruptcy Code (except to the extent permitted by this Interim Order); or (iii) the entry of an order confirming a chapter 11 plan in any of the Cases (except pursuant to a plan that is acceptable to the Consenting OEMs).

The terms and provisions of this Interim Order and the Agreements shall continue in these Cases, in any successor cases if these Cases cease to be jointly administered and in any superseding chapter 7 cases under the Bankruptcy Code, and the Adequate Protection Liens and the Adequate Protection Obligations and all other rights and remedies of the Secured Accommodation Parties granted by the provisions of this Interim Order and the Agreements shall continue in full force and effect until the Restructuring is consummated or the Adequate Protection Claims are indefeasibly paid in full in cash.

12. *Limitation on Charging Expenses Against Collateral.* Subject only to and effective upon entry of the Final Order, so long as any of the Adequate Protection Claims remain outstanding, except to the extent of the Carve-Out, no costs or expenses of administration of the Cases or any future proceeding that may result therefrom, including liquidation in bankruptcy or other proceedings under the Bankruptcy Code, shall be charged against or recovered from the Collateral (including Cash Collateral) pursuant to section 506(c) of the Bankruptcy Code or any similar principle of law, without the prior written consent of the Secured Accommodation Parties and no such consent shall be implied from any other action, inaction, or acquiescence by the Secured Accommodation Parties, and nothing contained in this Interim Order shall be deemed to be a consent by the Secured Accommodation Parties to any charge, lien, assessment or claim against the Collateral under section 506(c) of the Bankruptcy Code or otherwise.

13. *Effect of Stipulations on Third Parties.* The stipulations, admissions, agreements and releases contained in this Interim Order, including, without limitation, in paragraph 4 of this Interim Order, shall be binding upon the Debtors and any successor thereto (including, without limitation, any chapter 7 trustee, chapter 11 trustee or examiner appointed or elected for any of the Debtors) in all circumstances as set forth in this paragraph. The stipulations, admissions,

agreements and releases contained in this Interim Order, including, without limitation, in paragraph 4 of this Interim Order, shall be binding upon all other parties in interest, including, without limitation, any Creditors' Committee and any other person or entity acting or seeking to act on behalf of the Debtors' estates, in all circumstances for all purposes unless (A) such party in interest (subject in all respects to any agreement or applicable law that may limit or affect such entity's right or ability to do so), in each case, with requisite standing granted by the Court, has timely filed an adversary proceeding or contested matter (subject to the limitations contained herein, including, *inter alia*, in this paragraph 13) by the earlier of (i) the date that is the later of (x) 75 days after entry of this Interim Order, (y) 60 days after the appointment of the Creditors' Committee, if any, and (z) 20 days after the appointment of a chapter 7 or chapter 11 trustee, if any, is appointed before the expiration of the time periods set forth in clauses (x) and (y) and (ii) such later date (x) as has been agreed to, in writing, by the applicable Consenting OEMs that would be a defendant in its sole discretion or (y) as has been ordered by the Court upon a motion filed and served within any applicable period of time set forth in this paragraph (the "**Challenge Period**"), (i) challenging the amount, validity, enforceability, priority or extent of the Customer Accounts, the Customer Indemnification Claims, the Prepetition Setoff Rights, the Customer Secured Claims or the Access Agreement Liens or (ii) otherwise asserting or prosecuting any action for preferences, fraudulent transfers or conveyances, other avoidance power claims or any other claims, counterclaims or causes of action, objections, contests or defenses (collectively, "**Challenge Proceedings**") against any of the Consenting OEMs or their respective predecessors, successors and assigns, affiliates, subsidiaries, directors, officers, members, employees, partners, managers, agents, representatives, principals, attorneys, and other professional advisors, each solely in their capacity as such) (each a "**Representative**" and,

collectively, the “*Representatives*”) in connection with matters related to the Purchase Orders, the Agreements, the Customer Accounts, the Customer Indemnification Claims, the Prepetition Setoff Rights, the Customer Secured Claims or the Access Agreement Liens, and (B) there is a final non-appealable order in favor of the plaintiff in any such Challenge Proceeding; *provided* that any pleadings filed in any Challenge Proceeding shall set forth with specificity the basis for such challenge or claim and any challenges or claims not so specified prior to the expiration of the Challenge Period shall be deemed forever waived, released and barred. If no such Challenge Proceeding is timely and properly filed during the Challenge Period or the Court does not rule in favor of the plaintiff in any such proceeding then: (a) the Debtors’ stipulations, admissions, agreements and releases contained in this Interim Order, including, without limitation, those contained in paragraph 4 of this Interim Order shall be binding on all parties in interest, including, without limitation, the Creditors’ Committee; (b) the Customer Secured Claims shall constitute allowed secured claims not subject to defense, claim, counterclaim, recharacterization, subordination, offset or avoidance, for all purposes in these Cases, and any subsequent chapter 7 case(s); and (c) the Customer Accounts, the Customer Indemnification Claims, the Prepetition Setoff Rights, and the Customer Secured Claims and the Access Agreement Liens shall not be subject to any other or further claim or challenge by the Creditors’ Committee, any non-statutory committees appointed or formed in these Cases or any other party in interest acting or seeking to act on behalf of the Debtors’ estates and any defenses, claims, causes of action, counterclaims and offsets by the Creditors’ Committee, any non-statutory committees appointed or formed in these Cases, or any other party acting or seeking to act on behalf of the Debtors’ estates, whether arising under the Bankruptcy Code or otherwise, against any of the Consenting OEMs and their Representatives arising out of or relating to the Purchase Orders or the Agreements shall be

deemed forever waived, released and barred. If any such Challenge Proceeding is timely filed during the Challenge Period, the stipulations, admissions, agreements and releases contained in this Interim Order, including, without limitation, those contained in paragraph 4 of this Interim Order, shall nonetheless remain binding and preclusive (as provided in the second sentence of this paragraph) on the Creditors' Committee and on any other person or entity, except to the extent that such stipulations, admissions, agreements and releases were expressly and successfully challenged in such Challenge Proceeding as set forth in a final, non-appealable order of a court of competent jurisdiction. Nothing in this Interim Order vests or confers on any Person (as defined in the Bankruptcy Code), including the Creditors' Committee or any non-statutory committees appointed or formed in these Cases, standing or authority to pursue any claim or cause of action belonging to the Debtors or their estates, including, without limitation, Challenge Proceedings with respect to the Purchase Orders, the Agreements, the Customer Accounts, the Customer Indemnification Claims, the Prepetition Setoff Rights, the Customer Secured Claims or the Access Agreement Liens.

14. *Limitation on Use of Proceeds of Consenting OEMs' Accounts Payable.*

Notwithstanding anything herein or in any other order by this Court to the contrary, neither the proceeds of Consenting OEMs' accounts payable nor the Carve-Out may be used: (a) for professional fees and expenses incurred for (i) any litigation or threatened litigation (whether by contested matter, adversary proceeding or otherwise, including any investigation in connection with litigation or threatened litigation) against the Consenting OEMs or for the purpose of objecting to or challenging the amount, validity, perfection, enforceability, extent or priority of any claim, lien or security interest held or asserted by any of the Consenting OEMs or (ii) asserting any defense, claim, cause of action, counterclaim, or offset with respect to the

Customer Accounts, the Customer Indemnification Claims, the Prepetition Setoff Rights, the Customer Secured Claims or the Access Agreement Liens (including, without limitation, pursuant to section 105, 544, 547, 548, 549, 550 or 552 of the Bankruptcy Code, applicable non-bankruptcy law or otherwise) against any of the Consenting OEMs or their respective Representatives; (b) to prevent, hinder or otherwise delay any of the Secured Accommodation Parties' assertion, enforcement or realization on the Collateral in accordance with the Agreements or this Interim Order other than to seek a determination that a Consenting OEM Termination Event or Event of Default, as applicable, has not occurred or is not continuing; (c) to seek to modify any of the rights granted to the Secured Accommodation Parties under this Interim Order or under the Agreements, in each of the foregoing cases without such parties' prior written consent, which may be given or withheld by the Secured Accommodation Parties in the exercise of their respective sole discretion; or (d) pay any amount on account of any claims arising prior to the Petition Date unless such payments are approved by an order of this Court (including, without limitation, hereunder); *provided* that notwithstanding anything to the contrary herein, no more than an aggregate of fifty thousand dollars (\$50,000) of Consenting OEMs' accounts payable or proceeds thereof may be used by the Creditors' Committee during the Challenge Period to investigate the claims and setoff rights of the Consenting OEMs (the "***Committee Investigation Budget***").

15. *Exculpation.* Subject to entry of a Final Order, nothing in this Interim Order, the Agreement, or any other documents related to these transactions shall in any way be construed or interpreted to impose or allow the imposition upon the Consenting OEMs of any liability for any claims arising from the prepetition or postpetition activities of the Debtors in the operation of their business, or in connection with their restructuring efforts.



16. *Order Governs.* In the event of any inconsistency between the provisions of this Interim Order and the Agreements, the provisions of this Interim Order shall govern.

17. *Binding Effect; Successors and Assigns.* Subject to paragraph 13, if applicable, the Agreements and the provisions of this Interim Order, including all findings herein, shall be binding upon all parties in interest in these Cases, including, without limitation, Secured Accommodation Parties, Creditors' Committee, any non-statutory committees appointed or formed in these Cases, the Debtors and their respective successors and assigns (including any chapter 7 or chapter 11 trustee hereinafter appointed or elected for the estate of any of the Debtors, an examiner appointed pursuant to section 1104 of the Bankruptcy Code, or any other fiduciary appointed as a legal representative of any of the Debtors or with respect to the property of the estate of any of the Debtors) and shall inure to the benefit of the Consenting OEMs and the Debtors and their respective successors and assigns.

18. *Limitation of Liability.* In entering into the Agreements and exercising their rights and remedies thereunder, the Consenting OEMs shall not (i) be deemed to be in "control" of the operations of the Debtors; (ii) owe any fiduciary duty to the Debtors, their respective creditors, shareholders or estates; and (iii) subject to entry of a Final Order, be deemed to be acting as a "Responsible Person" or "Owner" or "Operator" with respect to the operation or management of the Debtors (as such terms or similar terms are used in the United States Comprehensive Environmental Response, Compensation and Liability Act, 29 U.S.C. §§ 9601, *et seq.*, as amended, or any similar federal or state statute).

19. *Effectiveness.* This Interim Order shall constitute findings of fact and conclusions of law and shall take effect and be fully enforceable nunc pro tunc to the Petition Date immediately upon entry hereof. Notwithstanding Bankruptcy Rules 4001(a)(3), 6004(h),

6006(d), 7062, or 9014 of the Bankruptcy Rules or any Local Bankruptcy Rule, or Rule 62(a) of the Federal Rules of Civil Procedure, this Interim Order shall be immediately effective and enforceable upon its entry and there shall be no stay of execution or effectiveness of this Interim Order.

20. *Headings.* Section headings used herein are for convenience only and are not to affect the construction of or to be taken into consideration in interpreting this Interim Order.

21. *Bankruptcy Rules.* The requirements of Bankruptcy Rules 4001, 6003, 6004, and 9014 in each case to the extent applicable, are satisfied by the contents of the Motion.

22. *Necessary Action.* The Debtors are authorized to take all such actions as are necessary or appropriate to implement the terms of this Interim Order.

23. *Retention of Jurisdiction.* The Court shall retain jurisdiction to enforce the provisions of this Interim Order, and this retention of jurisdiction shall survive the confirmation and consummation of any chapter 11 plan for any one or more of the Debtors notwithstanding the terms or provisions of any such chapter 11 plan or any order confirming any such chapter 11 plan.

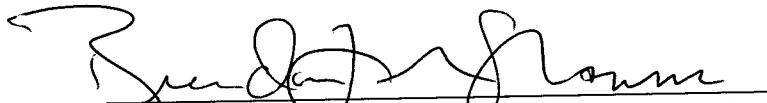
24. *Final Hearing.* The Final Hearing is scheduled for July 26 2017 at 11:00 a.m. before this Court.

25. *Objections.* Any party in interest objecting to the relief sought at the Final Hearing shall file and serve written objections, which objections shall be served upon (i) counsel to the Debtors, (ii) counsel to the Office of the United States Trustee for the District of Delaware; (iii) counsel for any statutory committee appointed in these cases and (iv) counsel for the Consenting OEMs and Secured Accommodation Parties, Morris, Nichols, Arsht & Tunnell LLP,

1201 North Market Street, 16<sup>th</sup> Floor, Wilmington, DE 19899 (Attn. Derek C. Abbott) so as to be received no later than 4:00 p.m. (Prevailing Eastern Time) on July 19, 2017.

26. The Debtors shall promptly serve copies of this Interim Order (which shall constitute adequate notice of the Final Hearing) to the parties having been given notice of the Hearing, to any party that has filed a request for notices with this Court and to the Creditors' Committee after the same has been appointed, or such Creditors' Committee's counsel, if the same shall have been appointed.

Dated: June 27, 2017  
Wilmington, Delaware

  
\_\_\_\_\_  
THE HONORABLE BRENDAN L. SHANNON  
CHIEF UNITED STATES BANKRUPTCY JUDGE

# Tab Q

This is **Exhibit "Q"** referred to in the  
affidavit of **SHARON KOUR**  
sworn before me this  
28th day of June, 2017



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A Commissioner for taking affidavits

**ORIGINAL**

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE**

-----X  
 :  
**In re** : **Chapter 11**  
 :  
**TK HOLDINGS INC., et al.,** : **Case No. 17-11375 (BLS)**  
 :  
**Debtors.<sup>1</sup>** : **(Jointly Administered)**  
 :  
 -----X **Re: Docket No. 13**

**INTERIM ORDER PURSUANT TO 11 U.S.C. §§ 105(a), 345(b), 363(b), 363(c), 364(a), AND 503(b) AND FED. R. BANKR. P. 6003 AND 6004 FOR ENTRY OF INTERIM AND FINAL ORDERS (I) AUTHORIZING DEBTORS TO (A) CONTINUE THEIR EXISTING CASH MANAGEMENT SYSTEM, (B) HONOR CERTAIN PREPETITION OBLIGATIONS RELATED TO THE USE THEREOF, (C) PROVIDE CERTAIN POSTPETITION CLAIMS ADMINISTRATIVE EXPENSE PRIORITY, (D) CONTINUE INTERCOMPANY FUNDING OF CERTAIN NON-DEBTORS, AND (E) MAINTAIN EXISTING BANK ACCOUNTS AND BUSINESS FORMS; AND (II) EXTENDING TIME TO COMPLY WITH REQUIREMENTS OF 11 U.S.C. § 345(b)**

Upon the motion, dated June 25, 2017 (the “*Motion*”),<sup>2</sup> of TK Holdings Inc. and its affiliated debtors, as debtors and debtors in possession (collectively, the “*Debtors*”), pursuant to sections 105(a), 345(b), 363(b), 363(c), 364(a), and 503(b) of title 11 of the United States Code (the “*Bankruptcy Code*”) and Rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the “*Bankruptcy Rules*”), (i) for authority to (a) continue operating their existing cash management system (the “*Cash Management System*”), as described in the Motion, including the continued maintenance of existing bank accounts (the “*Bank Accounts*”) at the

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

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

existing banks (the “**Banks**”) consistent with their prepetition practices, (b) honor certain prepetition obligations related to the Cash Management System, (c) provide certain postpetition claims administrative expense priority, (d) continue intercompany funding of certain Non-Debtor Affiliates (as defined herein) consistent with their prepetition practices and as described herein, and (e) maintain existing business forms; and (ii) extending the time to comply with the requirements of section 345(b) of the Bankruptcy Code to the extent they apply to any of the Debtors’ Bank Accounts on an interim basis, and, subject to a final order, waiving such requirements, all as more fully set forth in the Motion; and upon consideration of the Caudill Declaration; and this Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334, and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware* dated February 29, 2012; and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to the parties listed therein, and it appearing that no other or further notice need be provided; and this Court having reviewed the Motion; and this Court having held a hearing on the Motion; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is necessary to avoid immediate and irreparable harm to the Debtors and their estates as contemplated by Bankruptcy Rule 6003, and is in the best interests of the Debtors, their estates, creditors, and all parties in interests; and upon all of the proceedings had before this Court and after due deliberation and sufficient cause appearing therefor,

**IT IS HEREBY ORDERED THAT:**

1. The Motion is granted on an interim basis as provided herein.
2. The Debtors are authorized and empowered, pursuant to sections 363(c)(1) and 105(a) of the Bankruptcy Code, to continue the Cash Management System maintained by the Debtors before the commencement of these Chapter 11 Cases, and to collect, concentrate, and disburse cash in accordance with that Cash Management System, including, without limitation, Intercompany Transactions (subject to such changes to the Cash Management System as may be necessary, from time to time, to implement the basic purposes of the Cash Management System); provided that, there shall be no Intercompany Loans to non-debtors outside the ordinary course of business absent further order of the court.
3. The Debtors shall maintain accurate and detailed records of all transfers, including intercompany transfers, so that all transactions may be readily ascertained, traced, recorded properly and distinguished between prepetition and postpetition transactions.
4. The Debtors are authorized to pay all prepetition and postpetition Maquiladora Fees when due.
5. The Debtors are authorized, but not directed, pursuant to section 503(b)(9) of the Bankruptcy Code, to satisfy, in the ordinary course of business, the prepetition Intercompany Claims of Highland Industries, Inc. for the sale of goods received by the Debtors in the twenty (20) days prior to the Petition Date; *provided, however*, that the prepetition amounts authorized to be paid pursuant to this paragraph shall not exceed four million five hundred thousand dollars (\$4,500,000) pending entry of a final order on the Motion.
6. The Debtors shall continue, in the ordinary course of business, to maintain all receipts and disbursements and records of all transfers within the Cash Management System



utilized postpetition so that all postpetition transfers and transactions will be properly documented, and accurate Intercompany Balances will be maintained.

7. All Intercompany Claims against a Debtor by another Debtor or Non-Debtor Affiliate arising after the Petition Date as a result of Intercompany Transactions and transfers in the ordinary course of business shall be accorded administrative expense priority status in accordance with section 503(b) of the Bankruptcy Code.

8. The Debtors are authorized to continue using, and performing their obligations under, the Corporate Credit Card Program, and all postpetition obligations of the Debtors under the Corporate Credit Card Program shall be accorded administrative expense priority status in accordance with section 503(b) of the Bankruptcy Code.

9. TK Holdings Inc. granted a security interest to Comerica Bank (“*Comerica*”) in a certain deposit account (ending in 3869-5) maintained at Comerica which has a balance of approximately \$1,450,000 (the “*Pledged Comerica Account*”) to secure all obligations of TK Holdings Inc. to Comerica, including without limitation obligations with respect to corporate credit cards issued by Comerica and reimbursement obligations with respect to a letter of credit issued by Comerica for the account of TK Holdings Inc. In accordance with its agreements with Comerica, TK Holdings Inc. shall not withdraw any funds from the Pledged Comerica Account without the prior written consent of Comerica.

10. The Debtors are authorized, but not directed, to continue the NAS Transition Services in accordance with the terms set forth in the NAS Transition Services Agreements.

11. The Debtors are authorized to: (i) designate, maintain and continue to use any or all of their existing Bank Accounts, including those listed on **Exhibit C** to the Motion

hereof, in the names and with the account numbers existing immediately prior to the Petition Date (which **Exhibit C** shall be promptly amended to identify any Bank Accounts inadvertently omitted therefrom and which **Exhibit C**, as so amended, shall be served a reasonable period of time therefrom on the U.S. Trustee and the statutory committee of creditors (if appointed)); (ii) deposit funds in and withdraw funds from such accounts by all usual means including, without limitation, checks, drafts, wire transfers, automated clearinghouse (“ACH”) payments, and other debits; (iii) pay any Bank Fees or charges associated with the Bank Accounts; and (iv) treat their prepetition Bank Accounts for all purposes as debtor-in-possession accounts.

12. The Banks are authorized to charge, and the Debtors are authorized to pay or honor, both prepetition and postpetition service and other fees, costs, charges and expenses to which the Banks may be entitled in the ordinary course under the terms of and in accordance with their contractual arrangements with the Debtors (including, without limitation, any fees, costs, charges and expenses arising from any “stop payment”). The Debtors are authorized to promptly reimburse the Banks for any claims, whether arising under their contractual arrangement and account documentation with the Debtors or otherwise or prior to or after the Petition Date, in connection with any returned items to the Bank Accounts in the normal course of business. Further, the Banks are authorized to “charge back” to the Bank Accounts any amounts incurred by the Bank resulting from returned checks or other returned items in accordance with their contractual arrangements with the Debtors, and the Debtors are authorized to pay promptly any fees and expenses owed to the Banks, in each case regardless of whether such items were deposited prepetition or postpetition or relate to prepetition or postpetition items.

13. Except as otherwise provided in this Interim Order, all Banks are authorized to continue to maintain, service, and administer the Bank Accounts as accounts of the Debtors as debtors-in-possession without interruption and in the usual and ordinary course, and to receive, process, honor and pay any and all checks, drafts, wire transfers, ACH payments or other debits drawn on any of the Bank Accounts after the Petition Date by the holders or makers thereof, to the extent funds are available as the case may be.

14. Any payment from a Bank Account made by any of the Banks arising from a request of the Debtors or a third-party payee in connection with an electronic transfer made prior to or on the Petition Date (including any ACH transfer such Bank is or becomes obligated to settle) shall be deemed to be paid prepetition if the funds have left the Debtors' Bank Accounts prepetition.

15. The Debtors shall deliver stop payment orders to Banks for any checks, drafts, wires, or ACH payments that are not to be honored and Banks may honor any checks, drafts, wires, or ACH payments for which no stop payment order is delivered. The Debtors shall pay any fees charged by Banks for the stop payment orders referenced in the preceding sentence. If the Debtors do not deliver a stop payment order to Banks with respect to any particular check, draft, wire or ACH payment, the Banks are authorized to rely upon that as a representation by Debtors that such check, draft, wire or ACH payment is authorized to be honored. The Banks shall not be liable to any party on account of: (a) following the Debtors' representations, instructions, or presentations as to any order of this Court (without any duty of further inquiry); (b) the honoring of any prepetition checks, drafts, wires, or ACH payments in a good faith belief or upon a representation by the Debtors that this Court has authorized such prepetition check, draft, wire, or ACH payments; (c) an innocent mistake made despite implementation of

reasonable handling procedures, or (d) ordinary negligence with respect to inadvertent honoring of any prepetition checks, drafts, wires, ACH payments, or other operational processing matters. The Debtors shall indemnify and hold harmless the Banks with respect to any claims or liabilities arising from Banks' inadvertent honoring of any prepetition checks, drafts, wires, or ACH payments. Nothing in this Interim Order requires any Bank to honor any check or other item for which such Bank is not holding good and sufficient available funds.

16. Nothing contained herein shall prevent the Debtors from closing any Bank Account(s) as they may deem necessary and appropriate, any relevant Bank is authorized to honor the Debtors' requests to close such Bank Accounts, and the Debtors shall give notice of the closure of any account to the U.S. Trustee.

17. The Debtors are authorized to open new bank accounts; *provided*, that all accounts opened by any of the Debtors on or after the Petition Date at any bank shall, for purposes of this Interim Order, be deemed a Bank Account as if it had been listed on **Exhibit C** to the Motion; *provided, further*, that (a) any such new Bank Account shall be opened at a bank that has executed a Uniform Depository Agreement with the U.S. Trustee, or at a bank that is willing to immediately execute such an agreement, and (b) such opening shall be timely indicated on the Debtors' monthly operating report and notice of such opening shall be provided within fifteen (15) days to the U.S. Trustee and counsel to any statutory committee appointed in these Chapter 11 Cases.

18. The Debtors' time to comply with section 345(b) of the Bankruptcy Code is hereby extended for a period of thirty (30) days from the date of this Interim Order (the "***Extension Period***"); provided, however, that such extension is without prejudice to the

Debtors' right to request a further extension of the Extension Period or the waiver of the requirements of section 345(b) of the Bankruptcy Code in these cases.

19. For all Banks at which the Debtors maintain Bank Accounts that are party to a Uniform Depository Agreement with the U.S. Trustee, within fifteen (15) days of the date of entry of this Interim Order, the Debtors shall (i) contact each such Bank, (ii) provide each such Bank with each of the Debtor's employee identification numbers, and (iii) identify each of their Bank Accounts held at such Banks as being held by a debtor in possession in a chapter 11 case.

20. For Banks at which the Debtors hold Bank Accounts that are not a party to a Uniform Depository Agreement with the U.S. Trustee, the Debtors shall use their good-faith efforts to cause such Banks to execute a Uniform Depository Agreement in a form prescribed by the U.S. Trustee within thirty (30) days of the date of this Interim Order.

21. The Debtors are authorized to use their existing Business Forms without alteration, provided that once the Debtors' existing check stock has been used, the Debtors shall, when reordering checks, require the designation 'Debtor in Possession' and the bankruptcy case number on all checks; provided further that, with respect to checks that the Debtors or their agents print themselves, the Debtors shall print the "Debtor in Possession" legend and the bankruptcy case number on such checks.

22. Notwithstanding the Debtors' use of a consolidated cash management system, the Debtors shall calculate quarterly fees under 28 U.S.C. § 1930(a)(6) based on the disbursements of each Debtor, regardless of which entity pays those disbursements.

23. Nothing contained in this Interim Order or in the Motion is intended to be or shall be construed as (i) an admission as to the validity of any claim against the Debtors, (ii) a waiver of the Debtors' or any appropriate party in interest's rights to dispute any claim, or (iii) an

approval or assumption of any agreement, contract, program, policy, or lease under section 365 of the Bankruptcy Code. Likewise any payment made pursuant to this Interim Order is not intended to be and shall not be construed as an admission to the validity of any claim or a waiver of the Debtors' rights to dispute such claim subsequently.

24. Entry of this Interim Order is necessary to avoid immediate and irreparable harm and, to the extent the relief granted herein implicates the use of property of the estate and section 363 of the Bankruptcy Code, the requirements under Bankruptcy Rule 6003(b) have been satisfied.

25. Notwithstanding anything to the contrary contained herein, any payment to be made, or authorization contained hereunder shall be subject to the same limitations and restrictions as are provided for in any order of this Court approving the Debtors' entry into any accommodation or similar agreements with the Consenting OEMs and granting the Consenting OEMs adequate protection in connection therewith (each a "*Adequate Protection Order*"). To the extent there is any conflict between this Interim Order and any Adequate Protection Order, the terms of such Adequate Protection Order shall control, *provided* that the Banks shall be entitled to rely on any authorization set forth in this Order without regard to the limitations or restrictions set forth in the Adequate Protection Order.

26. The requirements of Bankruptcy Rule 6003(b) have been satisfied.

27. The requirements of Bankruptcy Rule 6004(a) are waived.

28. Notwithstanding the provisions of Bankruptcy Rules 4001(a)(2) and 6004(h), the terms and conditions of this Interim Order shall be immediately effective and enforceable upon its entry.

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

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

31. The hearing to consider entry of an order granting the relief requested in the Motion on a final basis shall be held on July<sup>26</sup>, 2017 at 11: a .m. (**Prevailing Eastern Time**); and any objections to entry of such order shall be in writing, filed with this Court, and served upon (i) counsel to the Debtors, (ii) the U.S. Trustee and (iii) counsel for any statutory committee appointed in these cases, in each case so as to be received no later than **4:00 p.m.** (**Prevailing Eastern Time**) on July<sup>19</sup>, 2017.

Dated: June 27, 2017  
Wilmington, Delaware



THE HONORABLE BRENDAN L. SHANNON  
CHIEF UNITED STATES BANKRUPTCY JUDGE

# Tab R



This is **Exhibit "R"** referred to in the  
affidavit of **SHARON KOUR**  
sworn before me this  
28th day of June, 2017



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A Commissioner for taking affidavits

**ORIGINAL**

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE**

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

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

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

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

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

of the Caudill Declaration; and this Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334, and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012; and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to the parties listed therein, and it appearing that no other or further notice need be provided; and this Court having reviewed the Motion; and this Court having held a hearing on the Motion; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is necessary to avoid immediate and irreparable harm to the Debtors and their estates as contemplated by Bankruptcy Rule 6003, and is in the best interests of the Debtors, their estates, creditors, and all parties in interests; and upon all of the proceedings had before this Court and after due deliberation and sufficient cause appearing therefor,

**IT IS HEREBY ORDERED THAT:**

1. The Motion is granted on an interim basis, as provided herein.
2. The Debtors are authorized, but not directed, pursuant to sections 363(b), 507, and 105(a) of the Bankruptcy Code, to pay or otherwise honor all Prepetition Employee Obligations, including, without limitation, all Compensation Obligations, Employee Incentive Programs, Reimbursable Expenses, Withholding Obligations, Payroll Maintenance Fees, Severance Obligations, Mexico Union Obligations, Employee Benefit Programs, Foreign Employee Programs, and Supplemental Workforce Obligations (which in each of the foregoing cases includes, without limitation, any costs and administrative expenses arising thereunder), that

are due and payable and relate to the period prior to the Petition Date or come due during the Interim Period, without further order of this Court, in accordance with the Debtors' ordinary course of conduct and consistent with the Debtors' prepetition practices; *provided*, that during the Interim Period, (i) the aggregate amount of payments made with respect to Prepetition Employee Obligations shall not exceed \$15,953,000 and (ii) the Debtors shall not make any payments in excess of the Prepetition Compensation Caps.

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

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

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

6. Notwithstanding the foregoing, the Debtors shall not make any payments with respect to the PIP, General Retention Program, 2016 Bonus Plans, Mexico Annual Bonus, or Mexico Profit Sharing prior to entry of the Proposed Final Order.

7. Applicable banks and financial institutions are authorized, but not directed, at the Debtors' request, to receive, process, honor and pay, to the extent of funds on

deposit, any and all checks issued or to be issued or electronic fund transfers requested or to be requested by the Debtors relating to the Prepetition Employee Obligations.

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

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

10. Notwithstanding anything to the contrary contained herein, any payment to be made, or authorization contained hereunder shall be subject to the same limitations and restrictions as are provided for in any order of this Court approving the Debtors' entry into any accommodation or similar agreements with the Consenting OEMs and granting the Consenting OEMs adequate protection in connection therewith (each a "***Adequate Protection Order***"). To the extent there is any conflict between this Interim Order and any Adequate Protection Order, the terms of such Adequate Protection Order shall control.

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

12. The requirements of Bankruptcy Rule 6003(b) have been satisfied.

13. The requirements of Bankruptcy Rule 6004(a) are waived.

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

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

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

17. A final hearing to consider the relief requested in the Motion shall be held on July 26, 2017 at 11:00am (Prevailing Eastern Time) and any objections or responses to the Motion shall be filed and served so as to be actually received on or prior to July 19, 2017 at 4:00 p.m. (Prevailing Eastern Time).

Dated: June 27, 2017  
Wilmington, Delaware

  
\_\_\_\_\_  
THE HONORABLE BRENDAN L. SHANNON  
CHIEF UNITED STATES BANKRUPTCY JUDGE

Tab S

This is **Exhibit "S"** referred to in the  
affidavit of **SHARON KOUR**  
sworn before me this  
28th day of June, 2017



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A Commissioner for taking affidavits



**ORIGINAL**

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE**

-----X	:	
	:	
<b>In re</b>	:	<b>Chapter 11</b>
	:	
<b>TK HOLDINGS INC., et al.,</b>	:	<b>Case No. 17-11375 (BLS)</b>
	:	
<b>Debtors.<sup>1</sup></b>	:	<b>(Jointly Administered)</b>
	:	
-----X	:	<b>Re: Docket No. 14</b>

**INTERIM ORDER PURSUANT TO 11 U.S.C. §§ 105(a), 363(b),  
AND 503(b)(9) AUTHORIZING THE DEBTORS TO PAY  
CERTAIN PREPETITION OBLIGATIONS OF CRITICAL VENDORS**

Upon the motion, dated June 25, 2017 (the "*Motion*"),<sup>2</sup> of TK Holdings Inc. and its affiliated debtors, as debtors and debtors in possession (collectively, the "*Debtors*"), pursuant to sections 105(a), 363(b), and 503(b)(9) of title 11 of the United States Code (the "*Bankruptcy Code*") for entry of interim and final orders authorizing the Debtors to pay, in their sole discretion, prepetition obligations owed to certain vendors, suppliers, service providers, and other similar parties and entities that are essential to maintaining the going concern value of the Debtors' businesses (the "*Critical Vendors*" and the prepetition obligations owed to such Critical Vendors, the "*Critical Vendor Claims*"), all as more fully set forth in the Motion; and upon consideration of the Caudill Declaration and the Simpton Declaration; and this Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157

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

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

and 1334, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated February 29, 2012; and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to the parties listed therein, and it appearing that no other or further notice need be provided; and this Court having reviewed the Motion; and this Court having held a hearing on the Motion; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is necessary to avoid immediate and irreparable harm to the Debtors and their estates as contemplated by Bankruptcy Rule 6003, and is in the best interests of the Debtors, their estates, creditors, and all parties in interests; and upon all of the proceedings had before this Court and after due deliberation and sufficient cause appearing therefor,

**IT IS HEREBY ORDERED THAT:**

1. The Motion is granted on an interim basis, as provided herein.
2. The Debtors are authorized, but not directed, pursuant to sections 105(a), 363(b), and 503(b)(9) of the Bankruptcy Code, to satisfy prepetition Critical Vendor Claims in the ordinary course of business, upon such terms and in the manner provided in this Interim Order and the Motion; *provided, however*, that the prepetition amounts authorized to be paid pursuant to this paragraph shall not exceed \$35,580,000 pending entry of a final order on the Motion.
3. The Debtors shall only make payment on account of a Critical Vendor Claim to a Critical Vendor who agrees to continue to supply goods or services to the Debtors on

Customary Trade Terms or such other trade terms no less favorable to the Debtors that are individually agreed to by the Debtors and such Critical Vendor.

4. The Debtors shall undertake all appropriate efforts to cause Critical Vendors to enter into an agreement (the “*Vendor Agreement*”) with the Debtors, substantially in the form of the agreement annexed to the Motion as **Exhibit D**.

5. The Debtors are authorized, but not required, to enter into Vendor Agreements when the Debtors determine, in the exercise of their reasonable business judgment, that it is appropriate to do so; *provided, however*, that the Debtors’ inability to enter into a Vendor Agreement shall not preclude them from paying a Critical Vendor Claim when, in the exercise of their reasonable business judgment, such payment is necessary to the Debtors’ operations.

6. If the Debtors, in their discretion, determine that a Critical Vendor has not complied with the terms and provisions of the Vendor Agreement or has failed to continue to comply with the Customary Trade Terms or such other trade terms that are individually agreed to by the Debtors and such Critical Vendor following the date of the agreement, the Debtors may terminate a Vendor Agreement, together with the other benefits to the Critical Vendor as contained in this Order; *provided, however*, that the Vendor Agreement may be reinstated if (i) such determination is subsequently reversed by the Court for good cause shown that the determination was materially incorrect after notice and a hearing following a motion from the Critical Vendor, (ii) the underlying default of the Vendor Agreement is fully cured by the Critical Vendor not later than five (5) business days after the Debtors provide notice of such default, or (iii) the Debtors, in their discretion, reach an agreement with the Critical Vendor.

7. If a Vendor Agreement is terminated as set forth above, or if a Critical Vendor that has received payment of a prepetition claim later refuses to continue to supply goods or services for the applicable period in compliance with the Vendor Agreement or this Order, then the Debtors reserve their rights to and may seek approval of this Court to (i) deem such payment to apply to postpetition amounts payable to such Critical Vendor, if applicable, or (ii) take any and all appropriate steps to cause such Critical Vendor to repay payments made to it on account of its prepetition Critical Vendor Claim to the extent that such payments exceed the postpetition amounts then owing to such Critical Vendor. The Critical Vendor Claim shall then be reinstated in such an amount so as to restore the Debtors and the Critical Vendor to their original positions as if the Vendor Agreement had never been entered into and the payment of the Critical Vendor Claim had not been made.

8. The Debtors shall maintain a matrix summarizing (i) the name of each Critical Vendor paid on account of Critical Vendor Claims, (ii) the amount paid to each Critical Vendor on account of its Critical Vendor Claim, and (iii) the goods or services provided by such Critical Vendor.

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

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

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

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

13. Notwithstanding anything to the contrary contained herein, any payment to be made, or authorization contained hereunder shall be subject to the same limitations and restrictions as are provided for in any order of this Court approving the Debtors' entry into any accommodation or similar agreements with the Consenting OEMs and granting the Consenting OEMs adequate protection in connection therewith (each a "*Adequate Protection Order*"). To the extent there is any conflict between this Interim Order and any Adequate Protection Order, the terms of such Adequate Protection Order shall control.

14. The requirements of Bankruptcy Rule 6003(b) have been satisfied.

15. The requirements of Bankruptcy Rules 4001(d) and 6004(a) are waived.

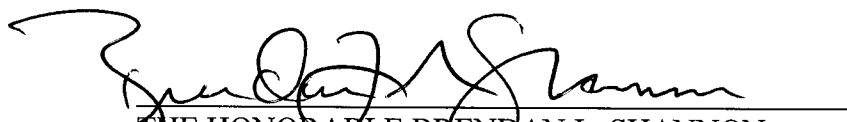
16. Notwithstanding the provisions of Bankruptcy Rules 4001(a)(3) and 6004(h), this Interim Order shall be immediately effective and enforceable upon its entry.

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

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

19. A final hearing to consider the relief requested in the Motion shall be held on July 26, 2017 at 11:00 a.m. (Prevailing Eastern Time) and any objections or responses to the Motion shall be filed and served so as to be actually received on or prior to July 19, 2017 at 4:00 p.m. (Prevailing Eastern Time).

Dated: June 27, 2017  
Wilmington, Delaware

  
\_\_\_\_\_  
THE HONORABLE BRENDAN L. SHANNON  
CHIEF UNITED STATES BANKRUPTCY JUDGE

**Tab T**

This is **Exhibit "T"** referred to in the  
affidavit of **SHARON KOUR**  
sworn before me this  
28th day of June, 2017



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A Commissioner for taking affidavits



**ORIGINAL**

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE**

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

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

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

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

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

party shippers, warehousemen, vendors, and other service providers that could, on account of their prepetition claims (collectively, the “*Lien Claims*” and, together with the Foreign Claims, the “*Claims*”), potentially assert liens against the Debtors’ property for prepetition amounts that the Debtors owe to them (collectively, the “*Lien Claimants*”); and (ii) (a) grant administrative priority status to all undisputed obligations of the Debtors arising from the postpetition delivery of goods ordered prior to the Petition Date (“*Prepetition Orders*”) and (b) authorize the Debtors to pay such obligations in the ordinary course of business, all as more fully set forth in the Motion; and upon consideration of the Caudill Declaration and the Simpton Declaration; and this Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated February 29, 2012; and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to the parties listed therein, and it appearing that no other or further notice need be provided; and this Court having reviewed the Motion; and this Court having held a hearing on the Motion; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is necessary to avoid immediate and irreparable harm to the Debtors and their estates as contemplated by Bankruptcy Rule 6003, and is in the best interests of the Debtors, their estates, creditors, and all parties in interests; and upon all of the proceedings had before this Court and after due deliberation and sufficient cause appearing therefor,

**IT IS HEREBY ORDERED THAT:**

1. The Motion is granted on an interim basis, as provided herein.
2. The Debtors are authorized, but not directed, pursuant to sections 105(a), 363(b), 503(b)(9), and 507(a)(8)(F) of the Bankruptcy Code, to satisfy prepetition Foreign Claims, including the Customs Duties, in the ordinary course of business, upon such terms and in the manner provided in this Interim Order and the Motion; *provided, however*, that the prepetition amounts authorized to be paid pursuant to this paragraph shall not exceed \$13,024,000 pending entry of a final order on the Motion.
3. The Debtors are authorized, but not directed, pursuant to sections 105(a), 363(b), and 503(b)(9) of the Bankruptcy Code, to satisfy prepetition Lien Claims, including the Shipping and Warehousing Charges, in the ordinary course of business, upon such terms and in the manner provided in this Interim Order and the Motion; *provided, however*, that the prepetition amounts authorized to be paid pursuant to this paragraph shall not exceed \$13,024,000 pending entry of a final order on the Motion.
4. In exchange for payment of the Foreign Claims and Lien Claims, unless otherwise waived by the Debtors in their sole discretion, the Foreign Vendors and the Lien Claimants shall be required to continue to provide goods and services to the Debtors on the most favorable terms in effect between such Foreign Vendor or Lien Claimant and the Debtors in the twenty-four (24) month period preceding the Petition Date or on such other terms no less favorable to the Debtors as the Foreign Vendor or the Lien Claimant and the Debtors may otherwise agree (the “*Customary Trade Terms*”). The Customary Trade Terms shall apply for the remaining term of the Foreign Vendors’ or Lien Claimants’ agreements with the Debtors, as

long as the Debtors pay for the goods and services in accordance with the payment terms provided in the agreement.

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

6. If any Foreign Vendor or Lien Claimant is paid with respect to its Foreign Claim or Lien Claim and thereafter does not continue to provide goods or services to the Debtors on Customary Trade Terms, the Debtors reserve their rights to and may seek approval of this Court to (i) deem such payment to apply to postpetition amounts payable to such Foreign Vendor or Lien Claimant, if applicable, or (ii) take any and all appropriate steps to cause such Foreign Vendor or Lien Claimant to repay payments made to it on account of its prepetition Foreign Claim or Lien Claim to the extent that such payments exceed the postpetition amounts then owing to such Foreign Vendor or Lien Claimant. Upon recovery by the Debtors, the Foreign Claim or the Lien Claim shall be reinstated as a prepetition claim in the amount recovered.

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

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

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

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

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

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

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

14. Notwithstanding anything to the contrary contained herein, any payment to be made, or authorization contained hereunder shall be subject to the same limitations and restrictions as are provided for in any order of this Court approving the Debtors' entry into any accommodation or similar agreements with the Consenting OEMs and granting the Consenting OEMs adequate protection in connection therewith (each a "*Adequate Protection Order*"). To the extent there is any conflict between this Interim Order and any Adequate Protection Order, the terms of such Adequate Protection Order shall control.

15. The requirements of Bankruptcy Rule 6003(b) have been satisfied.

16. The requirements of Bankruptcy Rules 4001(d) and 6004(a) are waived.

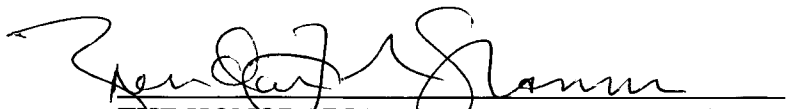
17. Notwithstanding the provisions of Bankruptcy Rules 4001(a)(3) and 6004(h), this Interim Order shall be immediately effective and enforceable upon its entry.

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

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

20. A final hearing to consider the relief requested in the Motion shall be held on July 26, 2017 at 1:30 p.m. (Prevailing Eastern Time) and any objections or responses to the Motion shall be filed and served so as to be actually received on or prior to July 19, 2017 at 4:00 p.m. (Prevailing Eastern Time).

Dated: June 19, 2017  
Wilmington, Delaware

  
THE HONORABLE BRENDAN L. SHANNON  
CHIEF UNITED STATES BANKRUPTCY JUDGE

# Tab U



This is **Exhibit "U"** referred to in the  
affidavit of **SHARON KOUR**  
sworn before me this  
28th day of June, 2017



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A Commissioner for taking affidavits

**ORIGINAL**

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE**

-----X  
**In re** : **Chapter 11**  
:   
:   
**TK HOLDINGS INC. et al.,** : **Case No. 17-11375 (BLS)**  
:   
:   
**Debtors.<sup>1</sup>** : **(Jointly Administered)**  
:   
:   
-----X **Re: Docket No. 10**

**INTERIM ORDER PURSUANT TO 11 U.S.C. §§ 363 AND 105(a)  
AUTHORIZING DEBTORS TO (I) CONTINUE TOOLING AND  
WARRANTY PROGRAMS IN THE ORDINARY COURSE OF  
BUSINESS AND PAY PREPETITION OBLIGATIONS RELATED  
THERE TO, AND (II) AUTHORIZE BANKS TO HONOR AND  
PROCESS RELATED CHECKS AND TRANSFERS**

Upon the motion, dated June 25, 2017 (the "*Motion*"),<sup>2</sup> of TK Holdings Inc. and its affiliated debtors, as debtors and debtors in possession (collectively, the "*Debtors*"), pursuant to sections 363 and 105(a) of title 11 of the United States Code (the "*Bankruptcy Code*"), for authority to (i) pay and honor all obligations with respect to tooling equipment, product warranties, and related programs (collectively, the "*Tooling and Warranty Programs*" and the obligations thereunder and related thereto, collectively, the "*Tooling and Warranty Obligations*") and to otherwise continuing the Tooling and Warranty Programs and practices in the ordinary course of business, and (ii) authorize applicable banks and other financial

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

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

institutions to honor and process related checks and transfers, all as more fully set forth in the Motion; and upon consideration of the Caudill Declaration; and this Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334, and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware* dated February 29, 2012; and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to the parties listed therein, and it appearing that no other or further notice need be provided; and this Court having reviewed the Motion; and this Court having held a hearing on the Motion; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is necessary to avoid immediate and irreparable harm to the Debtors and their estates as contemplated by Bankruptcy Rule 6003, and is in the best interests of the Debtors, their estates, creditors, and all parties in interests; and upon all of the proceedings had before this Court and after due deliberation and sufficient cause appearing therefor,

**IT IS HEREBY ORDERED THAT:**

1. The Motion is granted on an interim basis, as provided herein.
2. The Debtors are authorized, but not directed, pursuant to sections 363 and 105(a) of the Bankruptcy Code to (i) pay, perform and honor the Tooling and Warranty Obligations, and (ii) continue, renew, replace, implement new, and/or terminate the Tooling and Warranty Programs as they deem appropriate, in the ordinary course of business, without further application to the Court, including making all payments, honoring and satisfying all obligations

and permitting and effecting all setoffs in connection therewith, whether relating to the period prior or subsequent to the Petition Date.

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

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

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


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

7. Notwithstanding anything to the contrary contained herein, any payment to be made, or authorization contained hereunder shall be subject to the same limitations and restrictions as are provided for in any order of this Court approving the Debtors' entry into any

accommodation or similar agreements with the Consenting OEMs and granting the Consenting OEMs adequate protection in connection therewith (each a "*Adequate Protection Order*"). To the extent there is any conflict between this Interim Order and any Adequate Protection Order, the terms of such Adequate Protection Order shall control.

8. The requirements of Bankruptcy Rule 6003(b) have been satisfied.
9. The requirements of Bankruptcy Rule 6004(a) are waived.
10. Notwithstanding the provisions of Bankruptcy Rule 6004(h), this Interim Order shall be immediately effective and enforceable upon its entry.
11. The Debtors are authorized to take all steps necessary or appropriate to carry out this Interim Order.
12. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Interim Order.
13. A final hearing to consider the relief requested in the Motion shall be held on July 26, 2017 at 11:00 a.m. (Prevailing Eastern Time) and any objections or responses to the Motion shall be filed and served so as to be actually received on or prior to July 19, 2017 at 4:00 p.m. (Prevailing Eastern Time).

Dated: June 27, 2017  
Wilmington, Delaware

  
THE HONORABLE BRENDAN L. SHANNON  
CHIEF UNITED STATES BANKRUPTCY JUDGE

Tab V

This is **Exhibit "V"** referred to in the  
affidavit of **SHARON KOUR**  
sworn before me this  
28th day of June, 2017

A handwritten signature in blue ink, consisting of several fluid, overlapping strokes that are difficult to decipher as a specific name.

\_\_\_\_\_  
A Commissioner for taking affidavits

**ORIGINAL**

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE**

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

**INTERIM ORDER PURSUANT TO 11 U.S.C. §§ 105(a), 362(d),  
363(b), AND 503(b) AND FED. R. BANKR. P. 4001, 6003, AND 6004  
AUTHORIZING DEBTORS TO CONTINUE THEIR INSURANCE AND SURETY  
BOND PROGRAMS AND PAY ALL OBLIGATIONS WITH RESPECT THERETO**

Upon the motion, dated June 25, 2017 (the “*Motion*”),<sup>2</sup> of TK Holdings Inc. and its affiliated debtors, as debtors and debtors in possession (collectively, the “*Debtors*”), pursuant to sections 105(a), 362(d), and 363(b) of title 11 of the United States Code (the “*Bankruptcy Code*”) and Rules 4001, 6003, and 6004 of the Federal Rules of Bankruptcy Procedure (the “*Bankruptcy Rules*”), for entry of interim and final orders (i) authorizing the Debtors to (a) continue all Insurance Programs, including the Workers’ Compensation Program, and the Surety Bond Program in accordance with the applicable insurance policies and to perform with respect thereto in the ordinary course of business during the administration of these Chapter 11 Cases and (b) pay any prepetition obligations arising under the Insurance Programs, including any Broker’s Fees, or the Surety Bond Program, (ii) modifying the automatic stay imposed by section

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

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



362 of the Bankruptcy Code to the extent necessary to permit the Debtors' employees to proceed with any claims they may have under the Workers' Compensation Program, and (iii) granting certain related relief, all as more fully set forth in the Motion; and upon consideration of the Caudill Declaration; and this Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated February 29, 2012; and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to the parties listed therein, and it appearing that no other or further notice need be provided; and this Court having reviewed the Motion; and this Court having held a hearing on the Motion; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is necessary to avoid immediate and irreparable harm to the Debtors and their estates as contemplated by Bankruptcy Rule 6003, and is in the best interests of the Debtors, their estates, creditors, and all parties in interests; and upon all of the proceedings had before this Court and after due deliberation and sufficient cause appearing therefor,

**IT IS HEREBY ORDERED THAT:**

1. The Motion is granted on an interim basis, as provided herein.
2. The Debtors are authorized, but not directed, pursuant to sections 363(b) and 105(a) of the Bankruptcy Code, to continue all Insurance Programs, including the Workers' Compensation Program, and the Surety Bond Program, to perform with respect thereto, and to satisfy any prepetition Insurance Obligations, including any Broker's Fees, and Surety Bond

Obligations in an aggregate amount not to exceed \$350,000 (exclusive of any amounts arising from the Workers' Compensation Claims), unless otherwise ordered by this Court.

3. The Debtors are authorized, but not directed, to renew, rollover, replace, or obtain new Insurance Programs, and to take all appropriate actions in connection therewith, in the ordinary course of business.

4. Pursuant to section 362(d) of the Bankruptcy Code, the automatic stay shall be modified to the extent necessary to permit the Debtors' employees to proceed with any claims they may have under the Workers' Compensation Program.

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

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

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

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

9. Notwithstanding anything to the contrary contained herein, any payment to be made, or authorization contained hereunder shall be subject to the same limitations and restrictions as are provided for in any order of this Court approving the Debtors' entry into any accommodation or similar agreements with the Consenting OEMs and granting the Consenting OEMs adequate protection in connection therewith (each a "*Adequate Protection Order*"). To the extent there is any conflict between this Interim Order and any Adequate Protection Order, the terms of such Adequate Protection Order shall control.

10. The requirements of Bankruptcy Rule 6003(b) have been satisfied.

11. The requirements of Bankruptcy Rules 4001(d) and 6004(a) are waived.

12. Notwithstanding the provisions of Bankruptcy Rules 4001(a)(3) and 6004(h), this Interim Order shall be immediately effective and enforceable upon its entry.

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

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

15. A final hearing to consider the relief requested in the Motion shall be held on July 26, 2017 at 11:00am (Prevailing Eastern Time) and any objections or responses to the Motion shall be filed and served so as to be actually received on or prior to July 19, 2017 at 4:00 p.m. (Prevailing Eastern Time).

Dated: June 27, 2017  
Wilmington, Delaware

  
\_\_\_\_\_  
THE HONORABLE BRENDAN L. SHANNON  
CHIEF UNITED STATES BANKRUPTCY JUDGE

**Tab W**

This is **Exhibit "W"** referred to in the  
affidavit of **SHARON KOUR**  
sworn before me this  
28th day of June, 2017



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A Commissioner for taking affidavits

**ORIGINAL**

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE**

-----X	:	
	:	
<b>In re</b>	:	<b>Chapter 11</b>
	:	
	:	
<b>TK HOLDINGS INC. et al.,</b>	:	<b>Case No. 17-11375 (BLS)</b>
	:	
<b>Debtors.<sup>1</sup></b>	:	<b>(Jointly Administered)</b>
	:	
-----X	:	<b>Re: Docket No. 7</b>

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

Upon the motion, dated June 25, 2017 (the “*Motion*”),<sup>2</sup> of TK Holdings Inc. and its affiliated debtors, as debtors and debtors in possession (collectively, the “*Debtors*”), pursuant to sections 105(a), 363(b), 507(a), and 541 of title 11 of the United States Code (the “*Bankruptcy Code*”) and Rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the “*Bankruptcy Rules*”), for authority to (i) pay all Taxes and Assessments, and (ii) authorize applicable banks and financial institutions to receive, honor, process and pay all checks issued or to be issued and electronic fund transfers requested or to be requested relating to the above, all as more fully set forth in the Motion; and upon consideration of the Caudill Declaration; and this Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28

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

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

U.S.C. §§ 157 and 1334, and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware* dated February 29, 2012; and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to the parties listed therein, and it appearing that no other or further notice need be provided; and this Court having reviewed the Motion; and this Court having held a hearing on the Motion; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is necessary to avoid immediate and irreparable harm to the Debtors and their estates as contemplated by Bankruptcy Rule 6003, and is in the best interests of the Debtors, their estates, creditors, and all parties in interests; and upon all of the proceedings had before this Court and after due deliberation and sufficient cause appearing therefor,

**IT IS HEREBY ORDERED THAT:**

1. The Motion is granted on an interim basis, as provided herein.
2. The Debtors are authorized, but not directed, pursuant to sections 105(a), 363(b), 507(a), and 541 of the Bankruptcy Code, to satisfy all Taxes and Assessments due and owing to the Taxing Authorities, including, without limitation, those Taxing Authorities listed on **Exhibit C** to the Motion, that arose prior to the Petition Date, including all Taxes and Assessments subsequently determined upon audit or otherwise to be owed for periods prior to the Petition Date, in an interim amount not to exceed \$1,156,200.
3. Applicable banks and financial institutions are authorized, but not directed, at the Debtors' request, to receive, process, honor and pay, to the extent of funds on deposit, any and all



checks issued or to be issued or electronic fund transfers requested or to be requested by the Debtors relating to the Taxes and Assessments.

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

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

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

7. Notwithstanding anything to the contrary contained herein, any payment to be made, or authorization contained hereunder shall be subject to the same limitations and restrictions as are provided for in any order of this Court approving the Debtors' entry into any accommodation or similar agreements with the Consenting OEMs and granting the Consenting OEMs adequate protection in connection therewith (each a "***Adequate Protection Order***"). To the extent there is any conflict between this Interim Order and any Adequate Protection Order, the terms of such Adequate Protection Order shall control.

8. The requirements of Bankruptcy Rule 6003(b) have been satisfied.

9. The requirements of Bankruptcy Rule 6004(a) are waived.

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

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

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

13. A final hearing to consider the relief requested in the Motion shall be held on July 26, 2017 at 11:00 am (Prevailing Eastern Time) and any objections or responses to the Motion shall be filed and served so as to be actually received on or prior to July 19, 2017 at 4:00 p.m. (Prevailing Eastern Time).

Dated: June 27, 2017  
Wilmington, Delaware

  
THE HONORABLE BRENDAN L. SHANNON  
CHIEF UNITED STATES BANKRUPTCY JUDGE

**Tab X**

This is **Exhibit "X"** referred to in the  
affidavit of **SHARON KOUR**  
sworn before me this  
28th day of June, 2017



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A Commissioner for taking affidavits

**ORIGINAL**

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE**

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

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

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

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

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

consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334, and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware* dated February 29, 2012; and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to the parties listed therein, and it appearing that no other or further notice need be provided; and this Court having reviewed the Motion; and this Court having held a hearing on the Motion; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is necessary to avoid immediate and irreparable harm to the Debtors and their estates as contemplated by Bankruptcy Rule 6003, and is in the best interests of the Debtors, their estates, creditors, and all parties in interests; and upon all of the proceedings had before this Court and after due deliberation and sufficient cause appearing therefor,

**IT IS HEREBY ORDERED THAT:**

1. The Motion is granted on an interim basis, as provided herein.
2. Until such time as the Final Order is entered, all Utility Companies, including without limitation those listed on **Exhibit C** to the Motion, are prohibited from altering, refusing, or discontinuing Utility Services or otherwise discriminating against the Debtors on account of any unpaid prepetition charges or any perceived inadequacy of the Debtors' Proposed Adequate Assurance.
3. The Debtors shall deposit the Adequate Assurance Deposit in the amount of \$565,727 in a newly segregated account for the benefit of the Utility Companies (the "***Utility Deposit Account***") within twenty (20) days after the Petition Date.

4. The following Adequate Assurance Procedures are approved on an interim basis:

- a. Within two (2) business days after entry of this Interim Order, the Debtors will mail a copy of this Interim Order and the Motion to the Utility Companies on the Utility Services List.
- b. If a Utility Company is not satisfied with the Proposed Adequate Assurance, it must serve a written request (a "**Request**") upon the following parties: (i) the Debtors c/o TK Holdings Inc., 2500 Takata Drive, Auburn Hills, Michigan 48326 (Attn: Amy Green); and (ii) proposed counsel to the Debtors, (a) Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153 (Attn: Ronit J. Berkovich, Esq. and Nicholas J. Messana, Esq.), and (b) Richards, Layton & Finger, P.A., 920 N. King Street, Wilmington, Delaware 19801 (Attn: Amanda R. Steele, Esq. and Brett M. Haywood, Esq.), and the Request must set forth (i) the location(s) for which Utility Services are provided, (ii) the account number(s) for such location(s), (iii) the outstanding balance for each account, and (iv) an explanation of why the Utility Company believes the Adequate Assurance Deposit is not adequate assurance of payment.
- c. If the Debtors, in their sole discretion, determine that a Request or any consensual agreement reached in connection therewith is reasonable, the Debtors, without further order of the Court, may enter into agreements granting additional adequate assurance to the Utility Company serving such Request and, in connection with such agreements, provide the Utility Company with additional adequate assurance of payment, including payments on prepetition amounts owing, cash deposits, prepayments, or other forms of security. On ten (10) days' notice to the affected Utility Company, the Debtors may reduce the amount of the Adequate Assurance Deposit by any amount allocated to a particular Utility Company to the extent consistent with any alternative adequate assurance arrangements mutually agreed to by the Debtors and the affected Utility Company.
- d. If the Debtors, in their sole discretion, determine that a Request is unreasonable, then they shall set the matter for hearing at the next regularly scheduled Omnibus hearing date in this case (the "**Determination Hearing**") pursuant to section 366(c)(3)(A) of the Bankruptcy Code before the Court to determine that the Proposed Adequate Assurance, plus any additional consideration offered by the Debtors, constitutes adequate assurance of payment.
- e. Pending a resolution of the Request at the Determination Hearing, the Utility Company that is the subject of the unresolved Request may not alter, refuse or discontinue services to the Debtors.

5. The Adequate Assurance Deposit shall be deemed adequate assurance of payment, and any Utility Company that does not make a Request or otherwise comply with the Adequate Assurance Procedures shall be prohibited from altering, refusing, or discontinuing Utility Services, including as a result of the Debtors' failure to pay charges for prepetition Utility Services or to provide adequate assurance of payment in addition to the Proposed Adequate Assurance.

6. The Adequate Assurance Deposit shall automatically, without further Court order, be available to the Debtors upon the effective date of a chapter 11 plan for the Debtors.

7. The inclusion of any entity in, as well as any omission of any entity from, the Utility Services List shall not be deemed an admission by the Debtors that such entity is, or is not, a utility within the meaning of section 366 of the Bankruptcy Code, and the Debtors reserve all rights and defenses with respect thereto.

8. The Debtors are authorized to amend the Utility Services List to the extent the Debtors terminate the services of any Utility Company or identify additional Utility Companies and this Interim Order shall apply to any such Utility Company that is added to the Utility Services List.

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



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

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

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


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

14. Notwithstanding anything to the contrary contained herein, any payment to be made, or authorization contained hereunder shall be subject to the same limitations and restrictions as are provided for in any order of this Court approving the Debtors' entry into any accommodation or similar agreements with the Consenting OEMs and granting the Consenting OEMs adequate protection in connection therewith (each a "**Adequate Protection Order**"). To the extent there is any conflict between this Interim Order and any Adequate Protection Order, the terms of such Adequate Protection Order shall control.

15. The requirements of Bankruptcy Rule 6003(b) have been satisfied.

16. The requirements of Bankruptcy Rules 4001(d) and 6004(a) are waived.
17. Notwithstanding the provisions of Bankruptcy Rules 4001(a)(2) and 6004(h), this Interim Order shall be immediately effective and enforceable upon its entry.
18. The Debtors are authorized to take all steps necessary or appropriate to carry out this Interim Order.
19. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Interim Order.
20. A final hearing to consider the relief requested in the Motion shall be held on July 26, 2017 at 11:00am (Prevailing Eastern Time) and any objections or responses to the Motion shall be filed and served so as to be actually received on or prior to July 19, 2017 at 4:00 p.m. (Prevailing Eastern Time).

Dated: June 27, 2017  
Wilmington, Delaware

  
THE HONORABLE BRENDAN L. SHANNON  
CHIEF UNITED STATES BANKRUPTCY JUDGE

Tab Y

This is **Exhibit "Y"** referred to in the  
affidavit of **SHARON KOUR**  
sworn before me this  
28th day of June, 2017



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A Commissioner for taking affidavits

**ORIGINAL**

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE**

-----X	:	
	:	
<b>In re</b>	:	<b>Chapter 11</b>
	:	
<b>TK HOLDINGS INC., et al.,</b>	:	<b>Case No. 17-11375 (BLS)</b>
	:	
<b>Debtors.<sup>1</sup></b>	:	<b>(Jointly Administered)</b>
	:	
-----X	:	<b>Re: Docket No. 8</b>

**ORDER PURSUANT TO 11 U.S.C. § 105 ENFORCING  
THE PROTECTIONS OF 11 U.S.C. §§ 362, 365, 525, AND 541(c)**

Upon the motion, dated June 25, 2017 (the “*Motion*”),<sup>2</sup> of TK Holdings Inc. and its affiliated debtors, as debtors and debtors in possession (collectively, the “*Debtors*”), pursuant to section 105(a) of title 11 of the United States Code (the “*Bankruptcy Code*”), for entry of an order enforcing the protections of sections 362, 365, 525, and 541(c) of the Bankruptcy Code, all as more fully set forth in the Motion; and upon consideration of the Caudill Declaration; and this Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334, and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware* dated February 29, 2012; and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to the parties listed therein, and it appearing

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

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

that no other or further notice need be provided; and this Court having reviewed the Motion; and this Court having held a hearing on the Motion; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, creditors, and all parties in interests; and upon all of the proceedings had before this Court and after due deliberation and sufficient cause appearing therefor,

**IT IS HEREBY ORDERED THAT:**

1. The Motion is granted as provided herein.
2. Pursuant to section 362 of the Bankruptcy Code, the commencement of these Chapter 11 Cases shall operate as a stay, applicable to all persons (including individuals, partnerships, corporations, and all those acting for or on their behalf) and all foreign and domestic governmental units (and all those acting for or on their behalf) of:
  - a. The commencement or continuation, including the issuance or employment of process, of a judicial, administrative, or other action or proceeding against the Debtors that was or could have been commenced before the commencement of the Debtors' Chapter 11 Cases, or an act to recover a claim against the Debtors that arose before the commencement of the Debtors' Chapter 11 Cases;
  - b. The enforcement, against the Debtors or against property of their estates, of a judgment obtained before the commencement of the Debtors' Chapter 11 Cases;
  - c. Any act to obtain possession of property of the estates or of property from the estates or to exercise control over property of the Debtors' estates;
  - d. Any act to create, perfect, or enforce any lien against property of the Debtors' estates;
  - e. Any act to create, perfect, or enforce against property of the Debtors any lien to the extent that such lien secures a claim that arose before the commencement of the Debtors' Chapter 11 Cases;
  - f. Any act to collect, assess, or recover a claim against the Debtors that arose before the commencement of the Debtors' Chapter 11 Cases;

- g. The setoff of any debt owing to the Debtors that arose before the commencement of these Chapter 11 Cases; and
- h. The commencement or continuation of a proceeding before the United States Tax Court concerning a tax liability of the Debtors for a taxable period the bankruptcy court may determine.

3. This Order shall not affect the exceptions to the automatic stay contained in section 362(b) of the Bankruptcy Code or the right of any party in interest to seek relief from the automatic stay in accordance with section 362(d) of the Bankruptcy Code. In addition, this Order shall not affect the substantive rights of any party. In addition, this Order shall not affect the substantive rights of any party, and nothing contained in this Order shall limit any party's rights with respect to any order of this Court approving the Debtors' entry into any accommodation or similar agreements with the Consenting OEMs and granting the Consenting OEM adequate protection in connection therewith.

4. Pursuant to section 365(e) of the Bankruptcy Code, and notwithstanding a provision in an executory contract or unexpired lease, or in applicable law, an executory contract or unexpired lease of the Debtors may not be terminated or modified, and any right or obligation under such contract or lease may not be terminated or modified, at any time after the commencement of the Debtors' Chapter 11 Cases solely because of a provision in such contract or lease that is conditioned on (i) the insolvency or financial condition of any or all Debtors or (ii) the commencement of the Debtors' Chapter 11 Cases.

5. Pursuant to section 525 of the Bankruptcy Code, a foreign or domestic governmental unit may not deny, revoke, suspend, or refuse to renew a license, permit, charter, franchise, or other similar grant to, condition such a grant to, discriminate with respect to such a grant against, deny employment to, terminate the employment of, or discriminate with respect to employment against, the Debtors or the Debtors' affiliates on account of (i) the commencement

of the Debtors' Chapter 11 Cases; (ii) the Debtors' insolvency; or (iii) the fact that the Debtors have not paid a debt that is dischargeable in Chapter 11 Cases.

6. Pursuant to section 541(c) of the Bankruptcy Code, any interest of the Debtors in property becomes property of the estates, notwithstanding any provision in any agreement, transfer instrument, or applicable nonbankruptcy law, that: (a) restricts or conditions transfer of such interest by the Debtors, or (b) is conditioned on the insolvency or financial condition of the Debtors or on the commencement of the Debtors' Chapter 11 Cases, and that effects or gives an option to effect a forfeiture, modification, or termination of the Debtor's interest in property.

7. This Order is intended to be declarative of and coterminous with, and shall neither abridge, enlarge nor modify, the rights and obligations of any party under sections 362, 365, 525, and 541(c) of the Bankruptcy Code or any other provision of the Bankruptcy Code.


8. Nothing contained in this Order or any action taken by the Debtors in implementing this Order shall be deemed (i) an admission as to the validity of any claim against the Debtors; (ii) a waiver of the Debtors' or any party in interest's rights to dispute the amount of, basis for or validity of any claim of the Debtors' creditors, contract counterparties, and other parties in interest in foreign jurisdictions under applicable nonbankruptcy law; (iii) a waiver of any claims or causes of action which may exist against any of these parties; or (iv) an assumption, adoption or rejection of any agreement, contract or lease between the Debtors and any third party under section 365 of the Bankruptcy Code.

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



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

Dated: June 27, 2017  
Wilmington, Delaware

  
\_\_\_\_\_  
THE HONORABLE BRENDAN L. SHANNON  
CHIEF UNITED STATES BANKRUPTCY JUDGE

# Tab Z

This is **Exhibit "Z"** referred to in the  
affidavit of **SHARON KOUR**  
sworn before me this  
28th day of June, 2017



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A Commissioner for taking affidavits

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE

**ORIGINAL**

-----X  
:
  
**In re** : **Chapter 11**  
:
  
**TK HOLDINGS INC., et al.,** : **Case No. 17-11375 (BLS)**  
:
  
**Debtors.<sup>1</sup>** : **(Jointly Administered)**  
:
  
-----X **Re: Docket No. 9**

**ORDER PURSUANT TO 11 U.S.C. § 105(a), FED. R. BANKR. P. 2002, 5005, AND 9007, AND LOCAL RULES 2002-1(d) AND 5005-4 MOTION OF DEBTORS PURSUANT TO 11 U.S.C. § 105(a), FED. R. BANKR. P. 2002, 5005, AND 9007, AND LOCAL RULES 2002-1(d) AND 5005-4 FOR ENTRY OF AN ORDER (I) APPROVING THE FORM AND MANNER OF NOTICE OF COMMENCEMENT; (II) LIMITING NOTICE REQUIRED WITH RESPECT TO POTENTIAL PSAN CLAIMANTS, PENDING FURTHER ORDER; AND (III) AUTHORIZING THE RELEASE OF RECORDS NECESSARY TO IMPLEMENT SPECIAL NOTICING PROCEDURES FOR POTENTIAL PSAN CLAIMANTS**

Upon the motion, dated June 25, 2017 (the “*Motion*”),<sup>2</sup> of TK Holdings Inc. and its affiliated debtors, as debtors and debtors in possession (collectively, the “*Debtors*”) pursuant to section 105(a) of title 11 of the United States Code (the “*Bankruptcy Code*”), Rules 2002(a), (f), (l), and (m), 5005, and 9007 of the Federal Rules of Bankruptcy Procedure (the “*Bankruptcy Rules*”), and Rules 2002-1(d) and 5005-4 of the Local rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “*Local Rules*”), the Debtors request entry of an order (i) approving the form and manner of the notice of

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

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

commencement (the “*Notice of Commencement*”) of the Debtor’s chapter 11 cases (the “*Chapter 11 Cases*”) and meeting of creditors pursuant to section 341 of the Bankruptcy Code (the “*Section 341 Meeting*”); (ii) limiting the notice the Debtors and other persons filing papers in these Chapter 11 Cases are required to provide to PPICs, pending further order of the Court directing the manner of notice to such parties; and (iii) authorizing the release to the Debtors of certain motor vehicle records necessary to implement special noticing procedures for PPICs, all as more fully set forth in the Motion; and upon consideration of the Caudill Declaration; and this Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated February 29, 2012; and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to the parties listed therein, and it appearing that no other or further notice need be provided; and this Court having reviewed the Motion; and this Court having held a hearing on the Motion; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, creditors, and all parties in interests; and upon all of the proceedings had before this Court and after due deliberation and sufficient cause appearing therefor,

**IT IS HEREBY ORDERED THAT:**

1. The Motion is granted as provided herein.
2. Pursuant to section 105(a) of the Bankruptcy Code and Local Rules 2002-1(d) and 5005-4, the Notice Procedures are approved.

3. The Notice of Commencement, substantially in the form annexed to the Motion as **Exhibit B**, is approved.

4. Except as otherwise set forth herein, Prime Clerk LLC ("**Prime Clerk**"), as the retained claims and noticing agent of the Debtors, is authorized and directed to serve the Notice of Commencement within five (5) business days of the date of this Order, or as soon as reasonably practicable thereafter, by regular mail, postage paid, on those Traditional Notice Parties entitled to receive the Notice of Commencement pursuant to Bankruptcy Rule 2002. Service of the Notice of Commencement in accordance with this paragraph is approved in all respects and shall be deemed sufficient notice of the commencement of these Chapter 11 Cases and the Section 341 Meeting under the Bankruptcy Code, the Bankruptcy Rules and the Local Rules.

5. Pending further order of the Court (including any order granting the relief requested in the Bar Date Motion), and notwithstanding any requirement under Bankruptcy Rule 2002 or otherwise, neither the Debtors, Prime Clerk, the clerk of the Court, nor any other person shall be required to serve or otherwise provide (a) the Notice of Commencement or (b) any other pleadings, papers, deadlines, hearings, or other matters in the Chapter 11 Cases, whether by mail, hand delivery, overnight courier, or other otherwise, on any PPIC, unless such PPIC is also a Traditional Notice Party as of the date of such service or notice.

6. Upon completion of noticing of any particular matter with respect to any PPIC Notice Parties, Prime Clerk, after consultation with the attorneys for the Debtors, shall file with the Court either an affidavit or certificate of service, describing the PPIC Notice Parties to which the PPIC Combined Notice was sent, and noting that a full list of the PPIC Notice Parties to whom notice was provided will be made available upon request.

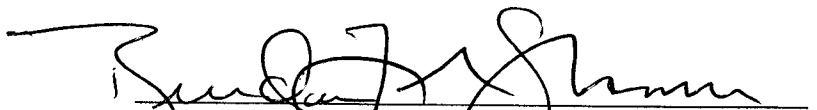
7. IHS Markit and its subsidiary R.L. Polk and Co. (collectively, "**IHS**") is hereby ordered to provide the Debtors and their professionals, at the sole cost and expense of the Debtors, with the necessary information to send the proposed PPIC Combined Notice to current registered owners of Subject Vehicles and registered owners of Subject Vehicles from January 1, 2013 onward, including, with respect to all periods, owners' full names and all address information, whether residential or other (the "**Requested Record Information**").

8. Pursuant to Bankruptcy Rule 2002(l), the Debtors, with the assistance of Prime Clerk, shall cause the Notice of Commencement to be published (i) once in the national editions of each of *The Wall Street Journal*, *The New York Times*, and *USA Today*; (ii) once in the *Automotive News*; and (iii) on the website to be established by Prime Clerk.

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

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

Dated: June 27, 2017  
Wilmington, Delaware

  
THE HONORABLE BRENDAN L. SHANNON  
CHIEF UNITED STATES BANKRUPTCY JUDGE

Tab AA



This is **Exhibit "AA"** referred to in the  
affidavit of **SHARON KOUR**  
sworn before me this  
28th day of June, 2017



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A Commissioner for taking affidavits

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE**

	X		
	:		
<b>In re</b>	:		<b>Chapter 11</b>
	:		
<b>TK HOLDINGS INC., et al.,</b>	:		<b>Case No. 17-11375 (<del>---</del><a href="#">BLS</a>)</b>
	:		
<b>Debtors.<sup>1</sup></b>	:		<b>(Jointly Administered)</b>
	:		
	:		<b><a href="#">Re: Docket No. 14</a></b>
	X		

**INTERIM ORDER PURSUANT TO 11 U.S.C. §§ 105(a), 363(b),  
AND 503(b)(9) AUTHORIZING THE DEBTORS TO PAY  
CERTAIN PREPETITION OBLIGATIONS OF CRITICAL VENDORS**

Upon the motion, dated June 25, 2017 (the “*Motion*”),<sup>2</sup> of TK Holdings Inc. and its affiliated debtors, as debtors and debtors in possession (collectively, the “*Debtors*”), pursuant to sections 105(a), 363(b), and 503(b)(9) of title 11 of the United States Code (the “*Bankruptcy Code*”) for entry of interim and final orders authorizing the Debtors to pay, in their sole discretion, prepetition obligations owed to certain vendors, suppliers, service providers, and other similar parties and entities that are essential to maintaining the going concern value of the Debtors’ businesses (the “*Critical Vendors*” and the prepetition obligations owed to such Critical Vendors, the “*Critical Vendor Claims*”), all as more fully set forth in the Motion; and upon consideration of the Caudill Declaration and the Simpton Declaration; and this Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157

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

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

and 1334, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated February 29, 2012; and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to the parties listed therein, and it appearing that no other or further notice need be provided; and this Court having reviewed the Motion; and this Court having held a hearing on the Motion; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is necessary to avoid immediate and irreparable harm to the Debtors and their estates as contemplated by Bankruptcy Rule 6003, and is in the best interests of the Debtors, their estates, creditors, and all parties in interests; and upon all of the proceedings had before this Court and after due deliberation and sufficient cause appearing therefor,

**IT IS HEREBY ORDERED THAT:**

1. The Motion is granted on an interim basis, as provided herein.
2. The Debtors are authorized, but not directed, pursuant to sections 105(a), 363(b), and 503(b)(9) of the Bankruptcy Code, to satisfy prepetition Critical Vendor Claims in the ordinary course of business, upon such terms and in the manner provided in this Interim Order and the Motion; *provided, however*, that the prepetition amounts authorized to be paid pursuant to this paragraph shall not exceed \$35,580,000 pending entry of a final order on the Motion.
3. The Debtors shall only make payment on account of a Critical Vendor Claim to a Critical Vendor who agrees to continue to supply goods or services to the Debtors on

Customary Trade Terms or such other trade terms no less favorable to the Debtors that are individually agreed to by the Debtors and such Critical Vendor.

4. The Debtors shall undertake all appropriate efforts to cause Critical Vendors to enter into an agreement (the “*Vendor Agreement*”) with the Debtors, substantially in the form of the agreement annexed to the Motion as **Exhibit D**.

5. The Debtors are authorized, but not required, to enter into Vendor Agreements when the Debtors determine, in the exercise of their reasonable business judgment, that it is appropriate to do so; *provided, however*, that the Debtors’ inability to enter into a Vendor Agreement shall not preclude them from paying a Critical Vendor Claim when, in the exercise of their reasonable business judgment, such payment is necessary to the Debtors’ operations.

6. If the Debtors, in their discretion, determine that a Critical Vendor has not complied with the terms and provisions of the Vendor Agreement or has failed to continue to comply with the Customary Trade Terms or such other trade terms that are individually agreed to by the Debtors and such Critical Vendor following the date of the agreement, the Debtors may terminate a Vendor Agreement, together with the other benefits to the Critical Vendor as contained in this Order; *provided, however*, that the Vendor Agreement may be reinstated if (i) such determination is subsequently reversed by the Court for good cause shown that the determination was materially incorrect after notice and a hearing following a motion from the Critical Vendor, (ii) the underlying default of the Vendor Agreement is fully cured by the Critical Vendor not later than five (5) business days after the Debtors provide notice of such default, or (iii) the Debtors, in their discretion, reach an agreement with the Critical Vendor.

7. If a Vendor Agreement is terminated as set forth above, or if a Critical Vendor that has received payment of a prepetition claim later refuses to continue to supply goods or services for the applicable period in compliance with the Vendor Agreement or this Order, then the Debtors reserve their rights to and may seek approval of this Court to (i) deem such payment to apply to postpetition amounts payable to such Critical Vendor, if applicable, or (ii) take any and all appropriate steps to cause such Critical Vendor to repay payments made to it on account of its prepetition Critical Vendor Claim to the extent that such payments exceed the postpetition amounts then owing to such Critical Vendor. The Critical Vendor Claim shall then be reinstated in such an amount so as to restore the Debtors and the Critical Vendor to their original positions as if the Vendor Agreement had never been entered into and the payment of the Critical Vendor Claim had not been made.

8. The Debtors shall maintain a matrix summarizing (i) the name of each Critical Vendor paid on account of Critical Vendor Claims, (ii) the amount paid to each Critical Vendor on account of its Critical Vendor Claim, and (iii) the goods or services provided by such Critical Vendor. ~~This matrix shall be provided, upon request, to the Office of the United States Trustee for the District of Delaware and the professionals retained by any official committee of unsecured creditors appointed in these Chapter 11 Cases; provided, that the professionals for any such committee shall keep the matrix confidential and shall not disclose any of the information in the matrix to anyone, including any member of such statutory committee of creditors, without prior written consent of the Debtors.~~

9. Applicable banks and financial institutions are authorized, but not directed, at the Debtors' request, to receive, process, honor and pay, to the extent of funds on

deposit, any and all checks issued or to be issued or electronic fund transfers requested or to be requested by the Debtors relating to the Critical Vendor Claims.

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

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

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

13. Notwithstanding anything to the contrary contained herein, any payment to be made, or authorization contained hereunder shall be subject to the same limitations and restrictions as are provided for in any order of this Court approving the Debtors' entry into any accommodation or similar agreements with the Consenting OEMs and granting the Consenting OEMs adequate protection in connection therewith (each a "***Adequate Protection Order***"). To the extent there is any conflict between this Interim Order and any Adequate Protection Order, the terms of such Adequate Protection Order shall control.

14. The requirements of Bankruptcy Rule 6003(b) have been satisfied.
15. The requirements of Bankruptcy Rules 4001(d) and 6004(a) are waived.
16. Notwithstanding the provisions of Bankruptcy Rules 4001(a)(3) and 6004(h), this Interim Order shall be immediately effective and enforceable upon its entry.
17. The Debtors are authorized to take all steps necessary or appropriate to carry out this Interim Order.
18. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Interim Order.
19. A final hearing to consider the relief requested in the Motion shall be held on \_\_\_\_\_, \_\_\_\_ at \_\_\_\_\_ (**Prevailing Eastern Time**) and any objections or responses to the Motion shall be filed and served so as to be actually received on or prior to \_\_\_\_\_, \_\_\_\_ at **4:00 p.m. (Prevailing Eastern Time)**.

Dated: June, 2017  
 Wilmington, Delaware

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THE HONORABLE BRENDAN L. SHANNON  
CHIEF UNITED STATES BANKRUPTCY JUDGE

**Tab BB**



This is **Exhibit "BB"** referred to in the  
affidavit of **SHARON KOUR**  
sworn before me this  
28th day of June, 2017



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A Commissioner for taking affidavits

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE**

	X		
	:		
<b>In re</b>	:		<b>Chapter 11</b>
	:		
<b>TK HOLDINGS INC., et al.,</b>	:		<b>Case No. 17-11375 (BLS)</b>
	:		
<b>Debtors.<sup>1</sup></b>	:		<b>(Jointly Administered)</b>
	:		
	X		<b>Re: Docket No. 9</b>

**ORDER PURSUANT TO 11 U.S.C. § 105(a), FED. R. BANKR. P. 2002, 5005, AND 9007, AND LOCAL RULES 2002-1(d) AND 5005-4  
MOTION OF DEBTORS PURSUANT TO 11 U.S.C. § 105(a), FED. R. BANKR. P. 2002, 5005, AND 9007, AND LOCAL RULES 2002-1(d) AND 5005-4 FOR ENTRY OF AN ORDER (I) APPROVING THE FORM AND MANNER OF NOTICE OF COMMENCEMENT; (II) LIMITING NOTICE REQUIRED WITH RESPECT TO POTENTIAL PSAN CLAIMANTS, PENDING FURTHER ORDER; AND (III) AUTHORIZING THE RELEASE OF RECORDS NECESSARY TO IMPLEMENT SPECIAL NOTICING PROCEDURES FOR POTENTIAL PSAN CLAIMANTS**

Upon the motion, dated June 25, 2017 (the “*Motion*”),<sup>2</sup> of TK Holdings Inc. and its affiliated debtors, as debtors and debtors in possession (collectively, the “*Debtors*”) pursuant to section 105(a) of title 11 of the United States Code (the “*Bankruptcy Code*”), Rules 2002(a), (f), (l), and (m), 5005, and 9007 of the Federal Rules of Bankruptcy Procedure (the “*Bankruptcy Rules*”), and Rules 2002-1(d) and 5005-4 of the Local rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “*Local Rules*”), the Debtors request entry of an order (i) approving the form and manner of the notice of

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

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

commencement (the “*Notice of Commencement*”) of the Debtor’s chapter 11 cases (the “*Chapter 11 Cases*”) and meeting of creditors pursuant to section 341 of the Bankruptcy Code (the “*Section 341 Meeting*”); (ii) limiting the notice the Debtors and other persons filing papers in these Chapter 11 Cases are required to provide to PPICs, pending further order of the Court directing the manner of notice to such parties; and (iii) authorizing the release to the Debtors of certain motor vehicle records necessary to implement special noticing procedures for PPICs, all as more fully set forth in the Motion; and upon consideration of the Caudill Declaration; and this Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated February 29, 2012; and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to the parties listed therein, and it appearing that no other or further notice need be provided; and this Court having reviewed the Motion; and this Court having held a hearing on the Motion; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, creditors, and all parties in interests; and upon all of the proceedings had before this Court and after due deliberation and sufficient cause appearing therefor,

**IT IS HEREBY ORDERED THAT:**

1. The Motion is granted as provided herein.
2. Pursuant to section 105(a) of the Bankruptcy Code and Local Rules 2002-1(d) and 5005-4, the Notice Procedures are approved.

3. The Notice of Commencement, substantially in the form annexed to the Motion as **Exhibit B**, is approved.

4. Except as otherwise set forth herein, Prime Clerk LLC (“*Prime Clerk*”), as the retained claims and noticing agent of the Debtors, is authorized and directed to serve the Notice of Commencement within five (5) business days of the date of this Order, or as soon as reasonably practicable thereafter, by regular mail, postage paid, on those Traditional Notice Parties entitled to receive the Notice of Commencement pursuant to Bankruptcy Rule 2002. Service of the Notice of Commencement in accordance with this paragraph is approved in all respects and shall be deemed sufficient notice of the commencement of these Chapter 11 Cases and the Section 341 Meeting under the Bankruptcy Code, the Bankruptcy Rules and the Local Rules.

5. Pending further order of the Court (including any order granting the relief requested in the Bar Date Motion), and notwithstanding any requirement under Bankruptcy Rule 2002 or otherwise, neither the Debtors, Prime Clerk, the clerk of the Court, nor any other person shall be required to serve or otherwise provide (a) the Notice of Commencement or (b) any other pleadings, papers, deadlines, hearings, or other matters in the Chapter 11 Cases, whether by mail, hand delivery, overnight courier, or other otherwise, on any PPIC, unless such PPIC is also a Traditional Notice Party as of the date of such service or notice.

6. Upon completion of noticing of any particular matter with respect to any PPIC Notice Parties, Prime Clerk, after consultation with the attorneys for the Debtors, shall file with the Court either an affidavit or certificate of service, describing the PPIC Notice Parties to which the PPIC Combined Notice was sent, and noting that a full list of the PPIC Notice Parties to whom notice was provided will be made available upon request.

7. IHS Markit and its subsidiary R.L. Polk and Co. (collectively, “*IHS*”) is hereby ordered to provide the Debtors and their professionals, at the sole cost and expense of the Debtors, with the necessary information to send the proposed PPIC Combined Notice to current registered owners of Subject Vehicles and registered owners of Subject Vehicles from January 1, 2013 onward, including, with respect to all periods, owners’ full names and all address information, whether residential or other (the “*Requested Record Information*”). ~~Each state or territory department of motor vehicles, including, but not limited to, the California Department of Motor Vehicles, or any similar governmental agency for any applicable state or territory is hereby ordered to release the Requested Record Information to IHS and/or Prime Clerk for the foregoing stated purpose, notwithstanding any applicable statutory requirements governing the release of such information, including but not limited to California Vehicle Code §1808.23.~~

8. Pursuant to Bankruptcy Rule 2002(*l*), the Debtors, with the assistance of Prime Clerk, shall cause the Notice of Commencement to be published (i) once in the national editions of each of *The Wall Street Journal*, *The New York Times*, and *USA Today*; (ii) once in the *Automotive News*; and (iii) on the website to be established by Prime Clerk.

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

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

Dated: June \_\_\_\_\_, 2017  
Wilmington, Delaware

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THE HONORABLE BRENDAN L. SHANNON  
CHIEF UNITED STATES BANKRUPTCY JUDGE

Tab CC

This is **Exhibit "CC"** referred to in the  
affidavit of **SHARON KOUR**  
sworn before me this  
28th day of June, 2017



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A Commissioner for taking affidavits

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE

-----X	:	
	:	
In re	:	Chapter 11
	:	
TK HOLDINGS INC., <i>et al.</i> ,	:	Case No. 17-11375 ( <del>---</del> <a href="#">BLS</a> )
	:	
Debtors. <sup>1</sup>	:	<del>Joint Administration Requested</del> <a href="#">Jointly</a>
<a href="#">Administered</a>	:	
	:	<a href="#">Re: Docket No. 18</a>
	:	
-----X	:	

**INTERIM ORDER PURSUANT TO 11 U.S.C. §§ 105, 361, 362, 363, 503, 506 AND 507 AND FED. R. BANKR. P. 2002, 4001, 6003, 6004, AND 9014 GRANTING MOTION FOR ENTRY OF AN INTERIM AND FINAL ORDER (I) AUTHORIZING DEBTORS TO ENTER INTO ACCOMMODATION AGREEMENT AND ACCESS AGREEMENT WITH CERTAIN CUSTOMERS, (II) GRANTING ADEQUATE PROTECTION IN CONNECTION THEREWITH, (III) MODIFYING THE AUTOMATIC STAY TO IMPLEMENT AND EFFECTUATE THE TERMS THEREOF; AND (IV) SCHEDULING A FINAL HEARING**

Upon the motion (the “*Motion*”) of TK Holdings, Inc. (“*TKH*”) and the subsidiaries of TKH that are debtors and debtors in possession in the above-captioned cases (collectively with TKH, the “*Debtors*”), pursuant to sections 105, 361, 362, 363, 503, 506 and 507 of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the “*Bankruptcy Code*”), Rules 2002, 4001, 6003, 6004 and 9014 of the Federal Rules of Bankruptcy Procedure (the “*Bankruptcy Rules*”), and Rule 4001-2 of the Local Bankruptcy Rules of the United States Bankruptcy Court for the District of Delaware (the “*Local Bankruptcy Rules*”), seeking, among other things:

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



A. authorization for the Debtors to enter into (a) that certain Accommodation Agreement, which was attached to the Motion as Exhibit A (together with any exhibits or schedules thereto, and as may be amended or modified in accordance with the terms thereof, the “*Accommodation Agreement*”),<sup>2</sup> and (b) the Access and Security Agreement, [~~which was attached to the Motion as Exhibit B~~[Docket No. 87](#)] (together with any exhibits or schedules thereto, and as may be amended or modified in accordance with the terms thereof, the “*Access Agreement*” and, together with the Accommodation Agreement, the “*Agreements*”); (ii) granting adequate protection to those Consenting OEMs with Customer Accounts (the “*Secured Accommodation Parties*”)<sup>3</sup> in connection therewith; (iii) modifying the automatic stay imposed under section 362 of the Bankruptcy Code to the extent necessary to implement and effectuate the relief requested therein; and (iv) scheduling a hearing to consider the relief requested herein on a final basis (the “*Final Hearing*”).

B. the grant of adequate protection to the Secured Accommodation Parties in respect of the Customer Secured Claims (as defined below) subject to the Carve-Out (as defined below) and the terms of this Interim Order;

C. approval of certain stipulations in paragraph 4 of this Interim Order by the Debtors with respect to, among other things, (a) the Customer Accounts (as defined below) owed to the Debtors by each Secured Accommodation Party as of the date (the “*Petition Date*”) of the commencement of the Debtors’ chapter 11 cases (the “*Cases*”), (b) the amount, validity and priority of the Customer Secured Claims, and (c) the validity and enforceability of the

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<sup>2</sup> Capitalized terms used but not defined herein having the meanings given to them in the Accommodation Agreement.

<sup>3</sup> Among others, the following Consenting OEMs are not Secured Accommodation Parties: BMW AG ~~and~~ [Daimler AG](#) ~~and Volkswagen AG~~.

Prepetition Setoff Rights (as defined below) of the Secured Accommodation Parties in respect of the Customer Secured Claims;

D. subject only to and effective upon entry of the Final Order, so long as any of the Adequate Protection Claims remain outstanding, the waiver of the Debtors' right to surcharge the Collateral (as defined below) pursuant to section 506(c) of the Bankruptcy Code;

E. modification of the automatic stay to the extent set forth herein and in the Accommodation Agreement;

F. pursuant to Bankruptcy Rule 6003, a hearing (the "**Hearing**") on the Motion to be held before this Court to consider entry of an order granting the Motion (this "**Interim Order**"), on an interim basis; and

G. that this Court schedule a final hearing (the "**Final Hearing**") to be held within 35 days of the entry of this Interim Order to consider entry of a final order granting the Motion (the "**Final Order**") on a final basis; and due and appropriate notice of the Motion and the Hearing having been served by the Debtors on (i) the Office of the United States Trustee for the District of Delaware ("**U.S. Trustee**") (Attn: David Buchbinder, Esq. and Jane Leamy, Esq.); (ii) the Debtors' fifty (50) largest unsecured creditors on a consolidated basis; (iii) the Securities and Exchange Commission; (iv) the Internal Revenue Service; (v) the Offices of the United States Attorney for the District of Delaware and the Eastern District of Michigan; (vi) the National Highway Traffic Safety Administration ("**NHTSA**"); (vii) the Consenting OEMs; (viii) the Plan Sponsor; (ix) all of the Debtors' landlords, and owners and/or operators of premises at which any of the Debtors inventory and/or equipment is located; and (x) any other party entitled to notice pursuant to Local Rule 9013-1(m), and it appearing that no other or further notice need be provided; and this Court having reviewed the Motion; and this Court having held a hearing on

the Motion; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is necessary to avoid immediate and irreparable harm to the Debtors and their estates as contemplated by Bankruptcy Rule 6003, and is in the best interests of the Debtors, their estates, creditors, and all parties in interests; and upon all of the proceedings had before this Court and after due deliberation and sufficient cause appearing therefor, and upon the record made by the Debtors in the Motion, the declaration of Scott E. Caudill, the Executive Vice President and Chief Operating Officer for TKH, filed in support of the Debtors' chapter 11 petitions and related first day relief (Docket No. [19-1119](#)) (the "*Caudill Declaration*"), and at the Hearing and after due deliberation and sufficient cause appearing therefor;

IT IS FOUND, DETERMINED, ORDERED AND ADJUDGED, that:

1. *Disposition.* The relief requested in the Motion is granted on an interim basis in accordance with the terms of this Interim Order. Any objections to the Motion with respect to the entry of this Interim Order that have not been withdrawn, waived or settled, and all reservations of rights included therein, are hereby denied and overruled on the merits.
2. *Jurisdiction.* This Court has core jurisdiction over the Cases, the Motion and the property affected hereby pursuant to 28 U.S.C. §§ 157(b) and 1334. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.
3. *Notice.* ~~Proper~~Under the circumstances, proper, timely, adequate and sufficient notice of the Motion has been provided in accordance with the Bankruptcy Code, the Bankruptcy Rules and the Local Bankruptcy Rules, and no other or further notice of the Motion or the entry of this Interim Order shall be required, except as set forth in paragraph 26 below. The interim

relief granted herein is necessary to avoid immediate and irreparable harm to the Debtors and their estates pending the Final Hearing.

4. *Debtors' Stipulations.* Without prejudice to any other party in interest (but subject to the limitations thereon contained in paragraphs 12 through 14 below), the Debtors admit, stipulate and agree that:

(a) as of the Petition Date, the Secured Accommodation Parties owed outstanding amounts to the Debtors in respect of Component Parts or services provided by the Debtors to the Secured Accommodation Parties under the Purchase Orders (the "*Customer Accounts*");

(b) pursuant to section 502 of the Bankruptcy Code, each Secured Accommodation Party has claims against the Debtors arising from the Debtors' design, manufacture and sale of PSAN Inflators and PSAN Modules to such Secured Accommodation Party, including, but not limited to, Customer Indemnification Claims;

(c) the amount of each Secured Accommodation Party's Customer Indemnification Claims significantly exceeds such Secured Accommodation Party's Customer Accounts and no portion of the Customer Indemnification Claims or any payments made to the Secured Accommodation Parties or applied to or paid on account of the obligations owing under the Purchase Orders prior to the Petition Date is subject to any recharacterization, subordination, attack, avoidance or other claim, cause of action or other challenge of any nature under the Bankruptcy Code or applicable non-bankruptcy law, *provided* that such Customer Indemnification Claims are subject to, and filed in accordance with, the Consenting OEM Claims Protocol;

(d) based on the foregoing paragraphs 4(a) through 4(c), each Secured Accommodation Party has a valid and enforceable right of setoff against the Debtors equal in amount to such Secured Accommodation Party's Customer Accounts pursuant to section 553 of the Bankruptcy Code (each, a "***Prepetition Setoff Right***" and, collectively, the "***Prepetition Setoff Rights***");

(e) the Prepetition Setoff Rights entitle each Secured Accommodation Party to an allowed secured claim against the Debtors equal in amount to such Secured Accommodation Party's Customer Accounts pursuant to section 506 of the Bankruptcy Code (each, a "***Customer Secured Claim***" and, collectively, the "***Customer Secured Claims***");

(f) the liens and security interests on the assets of the Debtors granted to the Secured Accommodation Parties pursuant to and in connection with the Access Agreement (the "***Access Agreement Liens***") are: (i) valid, binding, perfected, enforceable liens and security interests in the Collateral (as defined in the Access Agreement) and (ii) not subject to avoidance, recharacterization, subordination, recovery, attack, effect, counterclaim, defense or claim under the Bankruptcy Code or applicable non-bankruptcy law;

(g) Effective as of the entry of the Final Order, unless expressly and successfully challenged in a Challenge Proceeding (as defined below), each of the Debtors, on behalf of themselves and all of their respective officers, directors, employees, owners, agents, assigns, trustees, successors, and representatives, each in its capacity as such, hereby releases, acquits, and discharges each Consenting OEM and each Consenting OEM's officers, directors, employees, members, owners, agents, assigns, shareholders, successors and representatives each in its capacity as such, from all claims, liabilities, demands, actions, causes of action, losses, damages, costs, expenses, rights, compensation, of whatever kind or nature, at law or in equity,

foreseen or unforeseen, contingent or liquidated, matured or unmatured, known or unknown, that exist now, have ever existed, or may exist in the future relating to or arising from any action or inaction prior to the Petition Date (collectively the “**Claims**”), including, but not limited to, Claims that relate directly or indirectly to a Consenting OEM’s (a) decision to source, or not source, business to the Debtors; (b) decision to terminate any Purchase Order prior to the Petition Date; (c) decision to resource any business from the Debtors in a manner consistent with the Accommodation Agreement and any other agreement among any of the Consenting OEMs; or (d) action, related directly or indirectly to the Restructuring, Sale, or PSAN Inflatos (the “**Debtor Released Claims**”); *provided that*, no person or entity shall be released from any claim or obligation arising from or related to the Accommodation Agreement (or any right to or claim for payment arising in the ordinary course under a Purchase Order) or any other agreement entered into in connection with the Sale or Restructuring including for the avoidance of doubt the Indemnity Agreement; and *provided further that*, no person or entity shall be released from any claim arising from or related to any act or omission that constitutes fraud, gross negligence, or willful misconduct.

5. *Findings Regarding the Agreements*

- (a) Good and sufficient cause has been shown for the entry of this Interim Order.
- (b) The Debtors have an immediate need for the accommodations provided by certain of the Consenting OEMs pursuant to the Agreements, including the payment by the Secured Accommodation Parties of the Customer Accounts in the ordinary course (notwithstanding the Prepetition Setoff Rights), the commitment to limit the resourcing of business, the commitment to limit setoffs, and the commitment to accelerate payment of certain

of the Customer Accounts, as well as certain post-Petition Date accounts payable to the Debtors, pursuant to the Accommodation Agreement, in order to, among other things, (i) permit the orderly continuation of the operation of their businesses, (ii) maintain business relationships with vendors, suppliers and customers, (iii) make payroll and to satisfy other working capital and operational needs (iv) pay the costs and expenses of administering the Restructuring (including, without limitation, payment of the Debtors' professional fees and expenses) and (v) comply with their regulatory obligations, including pursuant to the DOJ Plea Agreement, the Preservation Order and Testing Control Plan issued by NHTSA dated February 24, 2015 and the Consent Order issued by NHTSA dated November 2, 2015 and, as a condition to entering into the Accommodation Agreement, certain of the Consenting OEMs have required that the Debtors enter into the Access Agreement to ensure the continuity of supply of Component Parts and grant Adequate Protection Obligations herein. The access of the Debtors to sufficient working capital and liquidity through payment of the Customer Accounts, including the accelerated payment of certain Customer Accounts, is necessary and vital to the preservation and maintenance of the going concern values of the Debtors and the success of the Cases.

(c) Pursuant to section 542(b) of the Bankruptcy Code, but for the agreement of the Secured Accommodation Parties, in exchange for, *inter alia*, the grant of the Adequate Protection Liens (as defined below) and the other Adequate Protection Obligations (as defined below), the Secured Accommodation Parties would not be required to pay the Customer Accounts when due.

(d) The Consenting OEMs have acted in good faith regarding the Agreements.

(e) The Secured Accommodation Parties are entitled to the adequate protection provided in this Interim Order as and to the extent set forth herein pursuant to sections

362 and 363 of the Bankruptcy Code. Based on the Motion and on the record presented to the Court, the terms of the proposed adequate protection arrangements are fair and reasonable, reflect the Debtors' prudent exercise of business judgment and constitute reasonably equivalent value and fair consideration for, among other accommodations, the agreement of the Secured Accommodation Parties to accelerate the payment of certain of the Customer Accounts and thereby forbear from exercising their Prepetition Setoff Rights; *provided* that nothing in this Interim Order or the Agreements shall prejudice, limit or otherwise impair the rights of any of the Secured Accommodation Parties to seek, upon a material change in circumstance, new, different or additional adequate protection.

(f) The Secured Accommodation Parties are entitled to the adequate protection provided in this Interim Order as and to the extent set forth herein pursuant to sections 362 and 363 of the Bankruptcy Code. Based on the Motion and on the record presented to the Court, the terms of the proposed adequate protection arrangements are fair and reasonable, reflect the Debtors' prudent exercise of business judgment and constitute reasonably equivalent value and fair consideration for, among other accommodations, the agreement of the Secured Accommodation Parties to accelerate the payment of certain of the Customer Accounts and thereby forbear from exercising their Prepetition Setoff Rights.

(g) The Debtors have requested immediate entry of this Interim Order pursuant to Bankruptcy Rule 6003 and Local Bankruptcy Rule 4001-2. Absent granting the relief set forth in this Interim Order, the Debtors' estates will be immediately and irreparably harmed. Entry into, and approval of, the Agreements, in accordance with the terms thereof and this Interim Order, and granting the adequate protection provided herein, is therefore in the best



interests of the Debtors' estates and consistent with the Debtors' exercise of their fiduciary duties.

6. *Approval of the Agreements.*

(a) The Debtors are authorized, on an interim basis, to (i) enter into the Agreements, (ii) comply with the terms of the Agreements; and (iii) effect the relief granted herein.

~~(b) — Effective as of the date of entry of this Interim Order, the Agreements are hereby approved, on an interim basis, pursuant to section 363(b) of the Bankruptcy Code.~~

(b) ~~(e)~~ The Agreements shall be binding, on an interim basis, and specifically enforceable against the parties thereto in accordance with their terms.

(c) ~~(f)~~ The Debtors are authorized to enter into amendments to, modifications of or waivers of the terms of the Agreements, from time to time as necessary, subject to the terms and conditions set forth in the Agreements, without further order of the Court; provided however, that amendments are subject to court approval if the Debtors are not able to represent in such amendment that it is not materially adverse to any Debtor. Within two business days of the effective date of each such amendment, the Debtors will file a notice attaching a copy of any such amendment with the Court.

(d) ~~(g)~~ The Agreements shall be solely for the benefit of the parties thereto, and no other person or entity shall be a third-party beneficiary of the Agreements.

7. *Non-Impairment of Access.* Any parties with liens on, claims against or interests in property subject to the Consenting OEMs' right of access under the Access Agreement shall not take any action to impair such right of access, and all such liens, claims or interests are subject to the terms of the Access Agreement.

8. *Automatic Stay.* Until the Final Order is entered or this Interim Order is reversed or vacated, the automatic stay provisions of section 362 of the Bankruptcy Code are hereby vacated and modified to the extent necessary to permit the Consenting OEMs, to (a) at any time, exercise their setoff rights with respect to Allowed Setoffs, Professional Fee Setoffs, Tooling Setoffs and Materials Setoffs, (b) send any notices required or permitted to be sent under this Interim Order or the Agreements, (c) subject to the limitations set forth in the Accommodation Agreement, continue their ordinary course of dealings with the Debtors consistent with past practices, including to take possession of Tooling or other property of the Consenting OEMs, to the extent permitted under, and in accordance with, the terms of the Agreements and to resolve normal commercial issues consistent with the Accommodation Agreement and (d) upon (i) the occurrence of the Outside Date, (ii) the termination of the Accommodation Agreement following the occurrence of a Consenting OEM Termination Event (as defined in the Accommodation Agreement) or (iii) with respect to any Consenting OEM, the termination of the Accommodation Agreement by such Consenting OEM following the occurrence of an Event of Default, (A) subject to any applicable cure period set forth in the Accommodation Agreement, exercise any then-remaining Prepetition Setoff Rights, (B) subject to any applicable cure period set forth in the Accommodation Agreement, exercise any and all remedies under the Agreements and (C) upon the giving of five days' prior written notice (which shall run concurrently with any notice required to be provided under the Agreements) (the "*Remedies Notice Period*") to the

counsel to the Debtors, who shall then promptly provide notice to the U.S. Trustee, Plan Sponsor and counsel to the official committee of unsecured creditors (if one is appointed) (the “*Creditors’ Committee*”), unless the Court orders otherwise during the Remedies Notice Period upon a ~~Remedies Hearing (as defined below)~~ hearing regarding any exercise of rights or remedies under the Agreements, exercise remedies with respect to the assets of the Debtors subject to the Adequate Protection Liens (as defined below). ~~In any hearing regarding any exercise of rights or remedies under the Agreements (a “Remedies Hearing”), the only issue that may be raised by any party in opposition thereto shall be whether, in fact, a Consenting OEM Termination Event or Event of Default, as applicable, has occurred and (to the extent required by the Accommodation Agreement for the exercise of the rights in question) is continuing, and the Debtors hereby waive their right to and shall not be entitled to seek relief, including, without limitation, under section 105 of the Bankruptcy Code, to the extent that such relief would in any way impair or restrict the rights and remedies of the Consenting OEMs set forth in this Interim Order or the Accommodation Agreement.~~ In no event shall the Secured Accommodation Parties be subject to the equitable doctrine of “marshaling” or any similar doctrine with respect to the Collateral (as defined below). The failure of any party to exercise its rights or remedies under this Interim Order, the Agreements or applicable law shall not constitute a waiver of any of such party’s rights.

9. *Adequate Protection of the Secured Accommodation Parties.* Each of the Secured Accommodation Parties is entitled, pursuant to sections 362, 363(e) and 507 of the Bankruptcy Code, to adequate protection of its Prepetition Setoff Rights and Customer Secured Claims for and equal in amount to the aggregate diminution in the amount of such Prepetition Setoff Rights and Customer Secured Claims, including, without limitation, any such diminution resulting from,

the contractual forbearance set forth in the Accommodation Agreement, the imposition of the automatic stay pursuant to section 362 of the Bankruptcy Code, and the payment of such Secured Accommodation Party's Customer Accounts (each, an "***Adequate Protection Claim***"). For the avoidance of doubt, there shall be no diminution and therefore no Adequate Protection Claim to the extent setoffs (including setoffs permitted under the Accommodation Agreement) are actually taken against Customer Accounts or to the extent a Secured Accommodation Party's Customer Accounts are otherwise not paid to the Debtors. In order to induce each Secured Accommodation Party to enter into the Agreements and to accelerate the payment of accounts payable (thereby forbearing from exercising its Prepetition Setoff Rights), in exchange for such payment and as adequate protection of the Adequate Protection Claims, the Secured Accommodation Parties are hereby granted the following (collectively, the "***Adequate Protection Obligations***"):

(a) Adequate Protection Liens. Subject to the Carve-Out, each of the Secured Accommodation Parties is hereby granted, on an interim basis, (effective and perfected upon the date of this Interim Order and without the necessity of the execution of any mortgages, security agreements, pledge agreements, financing statements or other agreements), on a *pari passu* basis and in the amount of such Secured Accommodation Party's Adequate Protection Claim, (i) a first-priority replacement lien on all accounts owing by such Secured Accommodation Party to the Debtors following the Petition Date (each, a "***Replacement Lien***" and, collectively, the "***Replacement Liens***") (ii) a valid, perfected junior security interest in and lien upon all property of the Debtors, whether owned on the Petition Date or acquired thereafter, (including any proceeds thereof) except for property subject to the Replacement Liens, that is subject to unavoidable, perfected liens in existence immediately prior to the Petition Date (or that is

perfected subsequent to the Petition Date pursuant to Section 546(b) of the Bankruptcy Code) (for clarity, the Replacement Liens shall be junior to any perfected and unavoidable security interest in existence immediately prior to the Petition Date of Comerica Bank in that certain deposit (ending in 3869-5) maintained at Comerica Bank which has a balance of approximately one million four hundred and fifty thousand dollars (\$1,450,000) and which secures all obligations of TK Holdings Inc. to Comerica Bank); and (iii) a senior *pari passu* lien on and security interest in all property of the Debtors, whether owned on the Petition Date or acquired thereafter (including any proceeds thereof) other than the property (but not the proceeds thereof) described in the immediately preceding clauses (i) and (ii), in each case other than the Debtors' claims and causes of action under sections 502(d), 544, 545, 547, 548 and 550 of the Bankruptcy Code, or any other avoidance actions under the Bankruptcy Code (collectively, "**Avoidance Actions**"), but, subject only to and effective upon entry of the Final Order, including any proceeds or property recovered, unencumbered or otherwise from Avoidance Actions, whether by judgment, settlement or otherwise ("**Avoidance Proceeds**") (the liens granted to the Secured Accommodation Parties pursuant to the foregoing clauses (i), (ii) and (iii), collectively, the "**Adequate Protection Liens**");

(b) Section 507(b) Claim. Subject to the Carve-Out, each of the Secured Accommodation Parties is hereby granted, on an interim basis, a superpriority claim as provided for in section 507(b) of the Bankruptcy Code (each, a "**507(b) Claim**" and, collectively, the "**507(b) Claims**"), which 507(b) Claims shall have recourse to and be payable from all property of the Debtors other than Avoidance Actions (but including, effective upon entry of the Final Order, Avoidance Proceeds), whether owned on the Petition Date or acquired thereafter, (including any proceeds thereof);

(c) Carve-Out. For purposes hereof, the "**Carve-Out**" shall mean (i) fees owing to the U.S. Trustee incurred in connection with the Chapter 11 Cases, in an unlimited

amount and (ii) to the extent ultimately allowed by the Court, claims for unpaid fees, costs and expenses, professional fees, expenses, and disbursements incurred by professional persons employed by the Debtors or the Creditors' Committee whose retention is approved by the Court pursuant to sections 327 and 1103 of the Bankruptcy Code (~~but excluding~~ including the payment of reasonable expenses of the incurred by members of the Creditors' Committee (but not including counsel for or any professionals retained by an individual Creditors' Committee member)) ("**Professional Fees and Expenses**"), subject to the terms of this Interim Order, the Final Order and any compensation order entered by the Court, that are incurred (a) on and after the Petition Date and before the occurrence of a Carve-Out Trigger Date (defined below), in an unlimited amount and (b) after the occurrence of a Carve-Out Trigger Date, in an amount not to exceed eight million dollars (\$8 million) (the "**Post-Trigger Date Carve-Out**"). For the purposes hereof, a "**Carve-Out Trigger Date**" means the business day after a Consenting OEM Termination Event or Event of Default (each, an "**Accommodation Agreement Event of Default**") has occurred and the Requisite Consenting OEMs have provided notice thereof (via email or otherwise) to counsel to the Debtors; *provided* that any success or transaction fees that may become due and payable to Professional Persons shall not be included in or payable from the Post-Trigger Date Carve-Out; *provided, further*, that nothing herein shall be construed to impair the ability of any party to object to the fees, expenses, reimbursement or compensation on any grounds.

(d) Upon the occurrence of the Carve-Out Trigger Date, the Debtors shall deposit into an interest-bearing escrow account at a financial institution acceptable to the Requisite Consenting OEMs (the "**Carve-Out Account**") an amount equal to the sum of (a) all fees and expenses required to be paid pursuant to section 9(c)(i) above; (b) all billed and unpaid

Professional Fees and Expenses (including outstanding holdbacks) incurred on or after the Petition Date and prior to the Carve-Out Trigger Date; (c) all unbilled Professionals Fees and Expenses incurred on or after the Petition Date and prior to the Carve-Out Trigger Date and (d) the amount of the Post-Trigger Date Carve-Out. The failure of the Carve-Out Account to satisfy in full the amount set forth in the Carve-Out shall not affect the priority of the Carve-Out. The Secured Accommodation Parties shall retain automatically perfected and continuing first priority Adequate Protection Liens in any residual interest in the Carve-Out Account available following satisfaction in full of all obligations benefiting from the Carve-Out (the “**Residual Carve-Out Amount**”). Promptly (but in no event later than five (5) business days) following the satisfaction in full of all obligations benefiting from the Carve-Out, the Debtors shall deliver the Residual Carve-Out Amount, if any, to the Consenting OEMs.

(e) Monthly Budgets. The initial Budget (as defined below) through March 31, 2018 (the “Initial Budget Period”), which is attached to the Accommodation Agreement as **Exhibit A**, is hereby approved. The Debtors will provide an update of the Budget by the 15<sup>th</sup> of each month, if necessary, indicating any modification to the Budget for the duration of the Budget Period (as defined below), which shall be deemed a “**Budget**” only upon approval as provided in the Accommodation Agreement.

(f) Monthly Budget Covenants. At all times, the Debtors shall maintain an actual cash balance (i) in excess of the Minimum Cash Requirements and (ii) of at least 80% of the budgeted cash balance; *provided* that in the event that (x) the aggregate amount of accounts payable that are actually paid by the Consenting OEMs to the Debtors between the Petition Date and such date falls short of (y) the aggregate amount of accounts payable that the Secured Accommodation Parties are supposed to have paid to the Debtors pursuant to the then-effective

Budget, such shortfall shall reduce the actual cash balance that the Debtors are required to maintain pursuant to the foregoing clauses (i) and (ii).

(g) Compliance with Budget. The Debtors shall use the proceeds of accounts payable of the Consenting OEMs solely in accordance with the Budget (subject to any permitted variances under the Accommodation Agreement), including to support continued operations and production of Component Parts for the Consenting OEMs and to pay the costs and expenses of administering the Restructuring (including, without limitation, payment of the Debtors' professional fees and expenses).

(h) Receipts and Disbursements. Each month, no later than the fifteenth (15<sup>th</sup>) calendar day of such month, the Debtors shall provide the Secured Accommodation Parties with a report setting forth the Debtor's actual receipts and disbursements in the prior month and a reconciliation of actual receipts and disbursements with those set forth in the prior month's Budget by type of receipt and disbursement;

10. *Reservation of Rights of Secured Accommodation Parties*. Under the circumstances and given that the Secured Accommodation Parties have consented to the adequate protection provisions set forth in this Interim Order and that the above-described adequate protection is consistent with the Bankruptcy Code, the Court finds that the adequate protection provided herein is reasonable and sufficient to protect the interests of the Secured Accommodation Parties; *provided* that any of the Secured Accommodation Parties may request further or different adequate protection, and the Debtors or any other party may contest any such request.

11. *Preservation of Rights Granted Under This Interim Order*.

(a) Other than the claims and liens expressly granted by this Interim Order, no claim or lien having a priority superior to or *pari passu* with those granted by this Interim Order



to the Secured Accommodation Parties shall be granted or allowed while any of the Adequate Protection Claims remain outstanding, and, except as otherwise expressly provided in paragraph 9(a) of this Interim Order, the Adequate Protection Liens shall not be: (i) subject or junior to any lien or security interest that is avoided and preserved for the benefit of the Debtors' estates under section 551 of the Bankruptcy Code; (ii) subordinated to or made *pari passu* with any liens arising after the Petition Date ~~including, without limitation,~~ provided that with respect to any liens or security interests granted in favor of any federal, state, municipal or other domestic or foreign governmental unit (including any regulatory body), commission, board or court for any liability of the Debtors, this clause shall be subject to entry of a Final Order or (iii) subject or junior to any intercompany or affiliate liens or security interests of the Debtors.

(b) Notwithstanding any order that may be entered dismissing any of the Cases under section 1112 of the Bankruptcy Code or otherwise is at any time entered: (i) the 507(b) Claims and the Adequate Protection Liens shall continue in full force and effect and shall maintain their priorities as provided in this Interim Order until all Adequate Protection Claims shall have been indefeasibly paid in full in cash (and such 507(b) Claims and Adequate Protection Liens shall, notwithstanding such dismissal, remain binding on all parties in interest); (ii) the other rights granted by this Interim Order shall not be affected; and (iii) this Court shall retain jurisdiction, notwithstanding such dismissal, for the purposes of enforcing the claims, liens and security interests referred to in this paragraph and otherwise in this Interim Order.

(c) If any or all of the provisions of this Interim Order are hereafter reversed, modified, vacated or stayed, such reversal, modification, vacation or stay shall not affect: (i) the validity, priority or enforceability of any Adequate Protection Obligations incurred prior to the actual receipt of written notice by the Secured Accommodation Parties of the effective date of

such reversal, modification, vacation or stay; or (ii) the validity, priority or enforceability of the Adequate Protection Liens. Notwithstanding any such reversal, modification, vacation or stay, any Adequate Protection Obligations, prior to the actual receipt of written notice by the Secured Accommodation Parties of the effective date of such reversal, modification, vacation or stay, shall be governed in all respects by the original provisions of this Interim Order, and the Secured Accommodation Parties shall be entitled to all the rights, remedies, privileges and benefits granted in this Interim Order and the Agreements.

(d) Except as expressly provided in this Interim Order or in the Agreement, the Adequate Protection Liens and the Adequate Protection Obligations and all other rights and remedies of the Secured Accommodation Parties granted by the provisions of this Interim Order and the Agreements shall survive, and shall not be modified, impaired or discharged by: (i) the entry of an order converting any of the Cases to a case under chapter 7, dismissing any of the Cases, terminating the joint administration of these Cases or by any other act or omission; (ii) the entry of an order approving the sale of any property of the Debtors that is subject to the Adequate Protection Liens (the “*Collateral*”) pursuant to section 363(b) of the Bankruptcy Code (except to the extent permitted by this Interim Order); or (iii) the entry of an order confirming a chapter 11 plan in any of the Cases (except pursuant to a plan that is acceptable to the Consenting OEMs). The terms and provisions of this Interim Order and the Agreements shall continue in these Cases, in any successor cases if these Cases cease to be jointly administered and in any superseding chapter 7 cases under the Bankruptcy Code, and the Adequate Protection Liens and the Adequate Protection Obligations and all other rights and remedies of the Secured Accommodation Parties granted by the provisions of this Interim Order and the Agreements shall continue in full force

and effect until the Restructuring is consummated or the Adequate Protection Claims are indefeasibly paid in full in cash.

12. *Limitation on Charging Expenses Against Collateral.* Subject only to and effective upon entry of the Final Order, so long as any of the Adequate Protection Claims remain outstanding, except to the extent of the Carve-Out, no costs or expenses of administration of the Cases or any future proceeding that may result therefrom, including liquidation in bankruptcy or other proceedings under the Bankruptcy Code, shall be charged against or recovered from the Collateral (including Cash Collateral) pursuant to section 506(c) of the Bankruptcy Code or any similar principle of law, without the prior written consent of the Secured Accommodation Parties and no such consent shall be implied from any other action, inaction, or acquiescence by the Secured Accommodation Parties, and nothing contained in this Interim Order shall be deemed to be a consent by the Secured Accommodation Parties to any charge, lien, assessment or claim against the Collateral under section 506(c) of the Bankruptcy Code or otherwise.

13. *Effect of Stipulations on Third Parties.* The stipulations, admissions, agreements and releases contained in this Interim Order, including, without limitation, in paragraph 4 of this Interim Order, shall be binding upon the Debtors and any successor thereto (including, without limitation, any chapter 7 trustee, chapter 11 trustee or examiner appointed or elected for any of the Debtors) in all circumstances [as set forth in this paragraph](#). The stipulations, admissions, agreements and releases contained in this Interim Order, including, without limitation, in paragraph 4 of this Interim Order, shall be binding upon all other parties in interest, including, without limitation, any Creditors' Committee and any other person or entity acting or seeking to act on behalf of the Debtors' estates, in all circumstances for all purposes unless (A) such party in interest (subject in all respects to any agreement or applicable law that may limit or affect such

entity's right or ability to do so), in each case, with requisite standing granted by the Court, has timely filed an adversary proceeding or contested matter (subject to the limitations contained herein, including, *inter alia*, in this paragraph 13) by the earlier of (i) the date that is the later of (x) 75 days after entry of this Interim Order, (y) 60 days after the appointment of the Creditors' Committee, if any, and (z) 20 days after the appointment of a chapter 7 or chapter 11 trustee, if any, is appointed before the expiration of the time periods set forth in clauses (x) and (y) and (ii) such later date (x) as has been agreed to, in writing, by the applicable Consenting OEMs that would be a defendant in its sole discretion or (y) as has been ordered by the Court upon a motion filed and served within any applicable period of time set forth in this paragraph (the "**Challenge Period**"), (i) challenging the amount, validity, enforceability, priority or extent of the Customer Accounts, the Customer Indemnification Claims, the Prepetition Setoff Rights, the Customer Secured Claims or the Access Agreement Liens or (ii) otherwise asserting or prosecuting any action for preferences, fraudulent transfers or conveyances, other avoidance power claims or any other claims, counterclaims or causes of action, objections, contests or defenses (collectively, "**Challenge Proceedings**") against any of the Consenting OEMs or their respective predecessors, successors and assigns, affiliates, subsidiaries, directors, officers, members, employees, partners, managers, agents, representatives, principals, attorneys, and other professional advisors, each solely in their capacity as such) (each a "**Representative**" and, collectively, the "**Representatives**") in connection with matters related to the Purchase Orders, the Agreements, the Customer Accounts, the Customer Indemnification Claims, the Prepetition Setoff Rights, the Customer Secured Claims or the Access Agreement Liens, and (B) there is a final non-appealable order in favor of the plaintiff in any such Challenge Proceeding; *provided* that any pleadings filed in any Challenge Proceeding shall set forth with specificity the basis for

such challenge or claim and any challenges or claims not so specified prior to the expiration of the Challenge Period shall be deemed forever waived, released and barred. If no such Challenge Proceeding is timely and properly filed during the Challenge Period or the Court does not rule in favor of the plaintiff in any such proceeding then: (a) the Debtors' stipulations, admissions, agreements and releases contained in this Interim Order, including, without limitation, those contained in paragraph 4 of this Interim Order shall be binding on all parties in interest, including, without limitation, the Creditors' Committee; (b) the Customer Secured Claims shall constitute allowed secured claims not subject to defense, claim, counterclaim, recharacterization, subordination, offset or avoidance, for all purposes in these Cases, and any subsequent chapter 7 case(s); and (c) the Customer Accounts, the Customer Indemnification Claims, the Prepetition Setoff Rights, and the Customer Secured Claims and the Access Agreement Liens shall not be subject to any other or further claim or challenge by the Creditors' Committee, any non-statutory committees appointed or formed in these Cases or any other party in interest acting or seeking to act on behalf of the Debtors' estates and any defenses, claims, causes of action, counterclaims and offsets by the Creditors' Committee, any non-statutory committees appointed or formed in these Cases, or any other party acting or seeking to act on behalf of the Debtors' estates, whether arising under the Bankruptcy Code or otherwise, against any of the Consenting OEMs and their Representatives arising out of or relating to the Purchase Orders or the Agreements shall be deemed forever waived, released and barred. If any such Challenge Proceeding is timely filed during the Challenge Period, the stipulations, admissions, agreements and releases contained in this Interim Order, including, without limitation, those contained in paragraph 4 of this Interim Order, shall nonetheless remain binding and preclusive (as provided in the second sentence of this paragraph) on the Creditors' Committee and on any other person or entity, except to the

extent that such stipulations, admissions, agreements and releases were expressly and successfully challenged in such Challenge Proceeding as set forth in a final, non-appealable order of a court of competent jurisdiction. Nothing in this Interim Order vests or confers on any Person (as defined in the Bankruptcy Code), including the Creditors' Committee or any non-statutory committees appointed or formed in these Cases, standing or authority to pursue any claim or cause of action belonging to the Debtors or their estates, including, without limitation, Challenge Proceedings with respect to the Purchase Orders, the Agreements, the Customer Accounts, the Customer Indemnification Claims, the Prepetition Setoff Rights, the Customer Secured Claims or the Access Agreement Liens.

14. *Limitation on Use of Proceeds of Consenting OEMs' Accounts Payable.*

Notwithstanding anything herein or in any other order by this Court to the contrary, neither the proceeds of Consenting OEMs' accounts payable nor the Carve-Out may be used: (a) for professional fees and expenses incurred for (i) any litigation or threatened litigation (whether by contested matter, adversary proceeding or otherwise, including any investigation in connection with litigation or threatened litigation) against the Consenting OEMs or for the purpose of objecting to or challenging the amount, validity, perfection, enforceability, extent or priority of any claim, lien or security interest held or asserted by any of the Consenting OEMs or (ii) asserting any defense, claim, cause of action, counterclaim, or offset with respect to the Customer Accounts, the Customer Indemnification Claims, the Prepetition Setoff Rights, the Customer Secured Claims or the Access Agreement Liens (including, without limitation, pursuant to section 105, 544, 547, 548, 549, 550 or 552 of the Bankruptcy Code, applicable non-bankruptcy law or otherwise) against any of the Consenting OEMs or their respective Representatives; (b) to prevent, hinder or otherwise delay any of the Secured Accommodation

Parties' assertion, enforcement or realization on the Collateral in accordance with the Agreements or this Interim Order other than to seek a determination that a Consenting OEM Termination Event or Event of Default, as applicable, has not occurred or is not continuing; (c) to seek to modify any of the rights granted to the Secured Accommodation Parties under this Interim Order or under the Agreements, in each of the foregoing cases without such parties' prior written consent, which may be given or withheld by the Secured Accommodation Parties in the exercise of their respective sole discretion; or (d) pay any amount on account of any claims arising prior to the Petition Date unless such payments are approved by an order of this Court (including, without limitation, hereunder); *provided* that notwithstanding anything to the contrary herein, no more than an aggregate of fifty thousand dollars (\$50,000) of Consenting OEMs' accounts payable or proceeds thereof may be used by the Creditors' Committee during the Challenge Period to investigate the claims and setoff rights of the Consenting OEMs (the "*Committee Investigation Budget*").

15. *Exculpation.* ~~Nothing~~ Subject to entry of a Final Order, nothing in this Interim Order, the Agreement, or any other documents related to these transactions shall in any way be construed or interpreted to impose or allow the imposition upon the Consenting OEMs of any liability for any claims arising from the prepetition or postpetition activities of the Debtors in the operation of their business, or in connection with their restructuring efforts.

16. *Order Governs.* In the event of any inconsistency between the provisions of this Interim Order and the Agreements, the provisions of this Interim Order shall govern.

17. *Binding Effect; Successors and Assigns.* Subject to paragraph 13, if applicable, the Agreements and the provisions of this Interim Order, including all findings herein, shall be binding upon all parties in interest in these Cases, including, without limitation, Secured

Accommodation Parties, Creditors' Committee, any non-statutory committees appointed or formed in these Cases, the Debtors and their respective successors and assigns (including any chapter 7 or chapter 11 trustee hereinafter appointed or elected for the estate of any of the Debtors, an examiner appointed pursuant to section 1104 of the Bankruptcy Code, or any other fiduciary appointed as a legal representative of any of the Debtors or with respect to the property of the estate of any of the Debtors) and shall inure to the benefit of the Consenting OEMs and the Debtors and their respective successors and assigns.

18. *Limitation of Liability.* In entering into the Agreements and exercising their rights and remedies thereunder, the Consenting OEMs shall not (i) be deemed to be in "control" of the operations of the Debtors; (ii) owe any fiduciary duty to the Debtors, their respective creditors, shareholders or estates; and (iii) [subject to entry of a Final Order](#), be deemed to be acting as a "Responsible Person" or "Owner" or "Operator" with respect to the operation or management of the Debtors (as such terms or similar terms are used in the United States Comprehensive Environmental Response, Compensation and Liability Act, 29 U.S.C. §§ 9601, et seq., as amended, or any similar federal or state statute).

19. *Effectiveness.* This Interim Order shall constitute findings of fact and conclusions of law and shall take effect and be fully enforceable nunc pro tunc to the Petition Date immediately upon entry hereof. Notwithstanding Bankruptcy Rules 4001(a)(3), 6004(h), 6006(d), 7062, or 9014 of the Bankruptcy Rules or any Local Bankruptcy Rule, or Rule 62(a) of the Federal Rules of Civil Procedure, this Interim Order shall be immediately effective and enforceable upon its entry and there shall be no stay of execution or effectiveness of this Interim Order.



20. *Headings.* Section headings used herein are for convenience only and are not to affect the construction of or to be taken into consideration in interpreting this Interim Order.

21. *Bankruptcy Rules.* The requirements of Bankruptcy Rules 4001, 6003, 6004, and 9014 in each case to the extent applicable, are satisfied by the contents of the Motion.

22. *Necessary Action.* The Debtors are authorized to take all such actions as are necessary or appropriate to implement the terms of this Interim Order.

23. *Retention of Jurisdiction.* The Court shall retain jurisdiction to enforce the provisions of this Interim Order, and this retention of jurisdiction shall survive the confirmation and consummation of any chapter 11 plan for any one or more of the Debtors notwithstanding the terms or provisions of any such chapter 11 plan or any order confirming any such chapter 11 plan.

24. *Final Hearing.* The Final Hearing is scheduled for \_\_\_\_\_, 2017 at \_\_\_\_\_ .m. before this Court.

25. *Objections.* Any party in interest objecting to the relief sought at the Final Hearing shall file and serve written objections, which objections shall be served upon [\(i\) counsel to the Debtors, \(ii\) counsel to the Office of the United States Trustee for the District of Delaware; \(iii\) counsel for any statutory committee appointed in these cases and \(iv\) counsel for the Consenting OEMs and Secured Accommodation Parties, Morris, Nichols, Arsht & Tunnell LLP, 1201 North Market Street, 16<sup>th</sup> Floor, Wilmington, DE 19899 \(Attn. Derek C. Abbott\) so as to be received no later than 4:00 p.m. \(Prevailing Eastern Time\) on \\_\\_\\_\\_\\_, 2017.](#)<sup>4</sup>

26. The Debtors shall promptly serve copies of this Interim Order (which shall constitute adequate notice of the Final Hearing) to the parties having been given notice of the

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<sup>4</sup> [\[To come\]](#)

Hearing, to any party that has filed a request for notices with this Court and to the Creditors' Committee after the same has been appointed, or such Creditors' Committee's counsel, if the same shall have been appointed.

Dated: June, 2017  
Wilmington, Delaware  
2017

UNITED STATES BANKRUPTCY JUDGE

THE HONORABLE BRENDAN L. SHANNON  
CHIEF UNITED STATES BANKRUPTCY JUDGE

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

Proceeding Commenced at Toronto

**AFFIDAVIT OF SHARON KOUR**

(Sworn June 28, 2017)

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Lawyers for the U.S. Foreign Representative  
16820941

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

Court File No.

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

Proceeding Commenced at Toronto

**SUPPLEMENTAL APPLICATION RECORD  
(Returnable June 28, 2017)**

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