

**UNITED STATES DEPARTMENT OF TRANSPORTATION  
NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION  
1200 New Jersey Avenue, SE  
Washington, DC 20590**

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**In re:**

EA15-001 (formerly PE14-016)

Air Bag Inflator Rupture

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**AMENDMENT TO THE FEBRUARY 25, 2015 PRESERVATION ORDER AND  
TESTING CONTROL PLAN**

This Amendment to the Preservation Order and Testing Control Plan (“Amendment”) is issued pursuant to the authority of the National Highway Traffic Safety Administration (“NHTSA”), an operating administration of the U.S. Department of Transportation, and hereby amends the Preservation Order and Testing Control Plan of February 25, 2015 (“Preservation Order”). This Amendment is entered into by the parties pursuant to Paragraph 24 of the Preservation Order between NHTSA and TK Holdings Inc. (“Takata”), for the purposes of amending the terms of that Order.

The Preservation Order requires Takata to preserve certain PSAN air bag inflators manufactured by Takata that are the subject of an ongoing defect investigation by NHTSA and the subject of private litigation, and to implement a control plan for the inspection, testing, or analysis of those PSAN inflators. The majority of the subject inflator types are now subject to existing national recalls or will be according to the schedule set forth in the Amendment to the November 3, 2015 Consent Order issued by NHTSA on May 4, 2016. Takata and the Warehousing Entity referred to in Takata’s Fifth Amended Chapter 11 Plan of Reorganization (“Warehousing Entity”) have requested amendment of the Preservation Order to

enable Takata and the Warehousing Entity to reduce the number of preserved air bag inflators that have, or will, come into Takata's possession; to enable Takata to dispose of inflators no longer subject to preservation requirements in accordance with applicable legal requirements; and to account for foreign and other ammonium-nitrate containing inflators returned to Takata. This Amendment maintains a formal control plan in furtherance of the safety of vehicle owners, for the preservation and testing of certain inflators, for NHTSA's ongoing defect investigation, and in the interests of vehicle manufacturers and parties in private litigation as necessary.

Unless otherwise expressly modified herein, the terms and conditions of the February 25, 2015 Preservation Order and Testing Control Plan, issued by NHTSA in this matter and agreed to by Takata, remain in full force and effect.

## **I. NATURE OF THE ACTION**

1. On June 11, 2014, NHTSA opened a formal defect investigation (formerly Preliminary Evaluation, PE14-016, now Engineering Analysis EA15-001) into Takata air bag inflators.

2. Nineteen (19) vehicle manufacturers—BMW of North America, LLC (“BMW”); Daimler Trucks North America LLC (“Daimler Trucks”); Daimler Vans USA LLC (“Daimler Vans”); FCA US LLC (f/k/a/ Chrysler Group LLC) (“FCA”); Ferrari North America, Inc. (“Ferrari”); Ford Motor Company (“Ford”); General Motors Holdings LLC (“General Motors”); Jaguar Land Rover North America, LLC (“Jaguar-Land Rover”); Karma Automotive on behalf of certain Fisker vehicles (“Karma”); American Honda Motor Co. (“Honda”); Mazda North American Operations (“Mazda”); McLaren Automotive, Ltd. (“McLaren”); Mercedes-Benz USA, LLC (“MBUSA”); Mitsubishi Motors North America,

Inc. (“Mitsubishi”); Nissan North America, Inc. (“Nissan”); Subaru of America, Inc. (“Subaru”); Tesla Motors, Inc. (“Tesla”); Toyota Motor Engineering & Manufacturing North America, Inc. (“Toyota”); and Volkswagen Group of America, Inc. (“Volkswagen”)—are conducting recalls, or preparing to launch recall repair programs, (collectively, “safety actions”) in the United States to replace certain Takata air bag inflators.

3. Those safety actions currently involve replacing Takata air bag inflators of the types designated SDI, PSDI, PSDI-4, PSDI-4K, PSDI-5 non-desiccated, PSDI-5 with calcium sulfate desiccant, SPI, PSPI, PSPI-1.1, PSPI-2, PSPI-6, and PSPI-L. The procedures originally agreed to by the vehicle manufacturers in conducting these safety actions provide that the inflators that are removed through the safety actions are shipped to Takata.

4. Commencing on the effective date of, and as defined in, Takata’s Fifth Amended Chapter 11 Plan of Reorganization (“Chapter 11 Plan”), Takata and those vehicle manufacturers requiring post-effective date warehousing, shipping, and/or disposal services from Takata shall put in place substitute procedures for recalled or returned inflators. Such procedures shall be consistent with Takata’s Chapter 11 Plan (including without limitation section 5.9(c)), and may contemplate that the recalled or returned inflators continue to be warehoused, shipped, and/or disposed of by Takata, provided that Takata and the vehicle manufacturers reach mutual agreement. Takata shall provide copies of such procedures to NHTSA within five (5) business days of reaching mutual written agreement with a vehicle manufacturer. If vehicle manufacturers elect not to use Takata for warehousing, shipping, and/or disposing of their inflators, nothing in this Amended Preservation Order shall affect

the obligations, if any, of those manufacturers to preserve or provide access to such inflators or other materials.

5. Takata acknowledges that after it receives inflators described by Paragraphs 2-3, it assumes control over those inflators and is the primary source of these inflators for further inspection, testing, or analysis. Takata also acknowledges that it has within its possession, custody, or control inflators described by Paragraphs 2-3, which it obtained in a manner other than through removal pursuant to safety actions. The inflators subject to the safety actions described by Paragraphs 2-3, whether received by Takata through the safety actions or otherwise obtained by Takata, are referred to herein as “recalled or returned inflators.” Takata PSAN inflators removed from vehicles located in foreign countries pursuant to recall activities and shipped to Takata in the United States for warehousing and/or disposal are referred to herein as “foreign recalled inflators.” Foreign recalled inflators shall be subject to this Preservation Order when imported to the United States, and foreign recalled inflators already in the United States and in the possession or custody of Takata are now subject to the Preservation Order with retroactive application of the Preservation Order to the date of import, *except* that foreign recalled inflators previously disposed of are no longer subject to the Preservation Order.

6. Takata also acknowledges that it has within its possession, custody, or control certain inflators which ruptured prior to being removed in a safety action. These inflators are referred to herein as “ruptured inflators.” Takata also acknowledges that it has within its possession, custody, or control certain ammonium nitrate-containing inflators removed from vehicles in the United States not subject to a safety action described in Paragraphs 2-3.

These inflators are referred to herein as “other ammonium nitrate-containing inflators.”

7. Inspection, testing, and analysis of inflators provide information critical to NHTSA’s defect investigation, including information for, among other things, the purposes of evaluating the root cause of inflator rupture, determining whether current safety actions are sufficient to address the safety risk and to provide an effective remedy to vehicle owners, and deciding what, if any, further actions are necessary to protect the safety of vehicle occupants. As the federal agency charged with ensuring the safety of motor vehicles in the United States, NHTSA has primary regulatory interest in the safety actions involving Takata inflators and in the preservation and testing of inflators in connection with NHTSA’s related defect investigation. Takata acknowledges that NHTSA, as the federal agency charged with ensuring the safety of motor vehicles in the United States, has primary regulatory interest in the safety actions involving Takata inflators and in the preservation and testing of inflators in connection with NHTSA’s related defect investigation.

8. In connection with NHTSA’s defect investigation, Takata has been inspecting, testing, and analyzing recalled or returned inflators, and providing NHTSA with information on the testing, including the results of the testing. Certain of the vehicle manufacturers conducting safety actions involving Takata air bag inflators in the United States have also formed a coalition to perform their own testing of PSAN inflators through an independent, third-party engineering firm.

9. Takata inflators are also the subject of ongoing private litigation alleging economic harm and personal injuries allegedly caused by Takata inflators. Many of these lawsuits are now, or are anticipated to be, subject to coordinated or consolidated pretrial proceedings in *In re: Takata Airbag Products Liability Litigation*, Case No. 1:15-md-02599-

FAM (S.D. Fla.).

10. Plaintiffs in private litigation against Takata have expressed interest in inspecting Takata recalled and returned inflators and other ammonium nitrate-containing inflators and testing artifacts, as well as conducting their own inflator testing, including the possibility of forming a consortium for testing. There remains a federal interest in ensuring that NHTSA, in the course of its ongoing defect investigation, has full access to information on any testing performed on Takata inflators, including by plaintiffs, their experts, and any plaintiffs' consortium.

11. NHTSA issues this Amendment pursuant to its authority under the National Traffic and Motor Vehicle Safety Act of 1966, as amended and recodified (the "Safety Act"), 49 U.S.C. § 30101, *et seq.*, as delegated by the Secretary of Transportation, 49 C.F.R. § 1.95, to inspect and investigate, 49 U.S.C. § 30166(b)(1), to ensure that defective vehicles and equipment are recalled, 49 U.S.C. §§ 30118-30119, to ensure the adequacy of recalls, 49 U.S.C. § 30120(c), and to require any person to file reports or answers to specific questions, 49 U.S.C. § 30166(g). It is AGREED by Takata and ORDERED by NHTSA as follows:

## **II. TERMS OF AMENDMENT TO THE PRESERVATION ORDER**

12. This Amendment is not intended to nor shall it interfere with any ongoing or future testing or analysis by NHTSA, Takata, vehicle manufacturers, private litigants or other third parties, or hamper any efforts by NHTSA to coordinate testing results and conduct its defect investigation pursuant to its primary regulatory interest in the safety actions involving Takata inflators and in the preservation, inspection and testing of inflators in connection with NHTSA's related defect investigation.

13. In cooperation with NHTSA's defect investigation, Takata shall provide to NHTSA, on terms acceptable to NHTSA, information on its inspection, testing, or analysis of the recalled or returned inflators, including but not limited to information on the procedures used for such inspection, testing, or analysis and the results of such inspection, testing, or analysis.

14. Except for testing, inspection, or analysis, as provided by Paragraphs 16-17, and unless otherwise provided for by the terms of this Amendment (including Section III, below), Takata shall take reasonable and appropriate steps designed to prevent the partial or full destruction, alteration, deletion, shredding, incineration, or loss of recalled or returned inflators, propellant from such recalled or returned inflators, ruptured inflators, foreign recalled inflators, other ammonium nitrate-containing inflators, as described by Paragraphs 3, 5 & 6, and any Takata PSAN inflator type covered by a future safety action, that comes into Takata's control or possession. Takata shall also take reasonable and appropriate steps designed to prevent the partial or full destruction, alteration, deletion, shredding, incineration, or loss of documents, data, and tangible things reasonably anticipated to be relevant to the subject of NHTSA's defect investigation, including but not limited to all such records and materials associated with Takata's inspection, testing, or analysis of inflators. Takata shall make available and submit to NHTSA upon NHTSA's request all data and other records reflecting the results of Takata's inspection, testing, or analysis of inflators and shall respond to any request from NHTSA for the submission of other records and materials covered by this Paragraph.

15. As of the date of execution of this Amendment by Takata and approval by NHTSA, Takata shall:

a. Secure and preserve all recalled or returned inflators, ruptured inflators, foreign recalled inflators, and other ammonium nitrate-containing inflators in the United States within Takata's control or possession (as described by Paragraphs 3, 5 & 6), and any Takata PSAN inflator type covered by a future safety action that comes into Takata's control or possession, in a manner reasonably designed to ensure that inflators not the subject of its testing or analysis are preserved in unaltered form;

b. Maintain records that enable Takata to track by unique serial number all recalled or returned inflators, ruptured inflators, foreign recalled inflators, and other ammonium nitrate-containing inflators (as described by Paragraphs 3, 5 & 6), and any Takata PSAN inflator type covered by a future safety action, in Takata's possession, custody, or control;

c. Secure and preserve, in unaltered form, all testing data, video, photographs, test results, electronic files and communications related to inflator testing, which is in Takata's possession, custody, or control;

d. Set aside no fewer than 5 percent of all recalled or returned inflators and foreign recalled inflators (as described by Paragraphs 3 & 5 and the variation requirements established by Paragraph 16 and the protocol referred to in Paragraph 18) currently within Takata's possession;

e. Set aside no fewer than 5 percent of all recalled or returned inflators and foreign recalled inflators (as described by Paragraphs 3 & 5 and the variation requirements established by Paragraph 16 and the protocol referred to in Paragraph 18) which come into Takata's possession after the date of this Amendment;

f. Set aside no fewer than 5 percent of all other ammonium nitrate-containing Takata inflators (as described by Paragraph 6 and the variation requirements established by Paragraph 16 and the protocol referred to in Paragraph 18) currently within Takata's possession; and

g. Set aside no fewer than 5 percent of all other ammonium nitrate-containing Takata inflators (as described by Paragraph 6 and the variation requirements established by Paragraph 16 and the protocol referred to in Paragraph 18) which come into Takata's possession after the date of this Amended Preservation Order.

16. The inflators set aside pursuant to Paragraph 15.d and e shall be in proportion to the overall number of recalled or returned inflators received by Takata from each State (as defined by 49 U.S.C. § 30102(a)(10)), or country for foreign inflators, and the number of recalled or returned inflators from such State that fall within each of the types of inflators subject to the safety actions identified in Paragraph 2, including the inflator types identified in Paragraph 3 or any Takata PSAN inflator type covered by a future safety action. As is reasonably practicable, the inflators set aside pursuant to Paragraph 15.d and e shall also include a diversity of inflators, based on factors including but not limited to make, model, and model year of the vehicles from which they were removed and age and type of inflator. These inflators shall be set aside for the purpose of future inspection, testing, or analysis requested by NHTSA or private plaintiffs (including a consortium thereof, or their experts, consultants, or other designated person or entity). Inflators set aside pursuant to Paragraph 15.f and g shall be subject to requirements equivalent to those applicable to recalled or returned inflators under this paragraph to the extent reasonably practicable.

17. Inflators other than those set aside pursuant to Paragraph 15.d, e, f, and

g may be inspected, tested, and analyzed by any of the entities listed in Paragraph 2, a coalition of those vehicle manufacturers, or anyone acting on behalf of these entities. Such inspection, testing, or analysis, including the allocation of inflators for such purposes, shall be subject to NHTSA's regulatory oversight pursuant to the Safety Act and all regulations thereunder.

18. The previous written protocol, which addresses the following issues, shall remain in full force and effect:

a. Establish a process for a private plaintiff, or a consortium thereof, the Takata Restitution Funds Special Master, or the Trustee of the PSAN PI/WD Trust as defined in Takata's Chapter 11 Plan ("Trustee"), to seek access to inflators for inspection, testing, or analysis by submitting an application to Takata;

b. Require each applicant to certify that the applicant (or the applicant's expert, consultant, or other designated person or entity) is qualified safely to handle and test inflators in accordance with law and may require the applicant to release Takata from any liability associated with applicant's handling and testing of such inflators;

c. Require each applicant to certify that the applicant has agreed to provide information on the inspection, testing, or analysis of Takata inflators to NHTSA by signing Exhibit A, a copy of which shall be submitted to Takata in support of the application;

d. Require each applicant to provide a name, address, phone number, and email address for each person responsible for providing information on the inspection, testing, or analysis of Takata inflators to NHTSA;

- e. Establish criteria that provide for expeditious approval of an application, except for good cause;
- f. Provide for access to inflators within 45 days or such other time as can be agreed upon, except for good cause, from the date that such access is requested by an applicant, and, subject to availability, accommodate the type(s) of inflators requested by the applicant when and as reasonably practicable (including by age of inflator and geographic location, make, model, and model year of the vehicle from which the inflator was removed);
- g. Establish a mechanism for an applicant to obtain available information on the type of inflators provided to the applicant (including age of inflator and geographic location, make, model, and model year of the vehicle from which the inflator was removed);
- h. Ensure that the allocation of inflators to applicants takes into account the need to maintain a sufficient quantity of inflators for future applicants;
- i. Provide for reporting to NHTSA on the application process, including the submission and approval of applications and the provision of access to inflators pursuant to such approvals; and
- j. Private plaintiff representatives and the vehicle manufacturers may provide recommendations to Takata on specific types of inflators retained pursuant to Paragraphs 15(d)-(g).

If NHTSA determines that any changes to the written protocols are warranted, NHTSA shall inform Takata in writing of such proposed changes with copies to the Trustee, Future Claims Representative (as defined in the Chapter 11 Plan), and Trustee Advisory

Committee (as defined in the PSAN PI/WD Trust Agreement)—collectively, the “Notice Parties”—and Takata shall make prompt and reasonable efforts to accommodate NHTSA’s feedback. Takata shall provide a revised copy, if applicable, of the proposed written protocols to NHTSA no later than 5 business days after receiving any such feedback from NHTSA. Upon acceptance by NHTSA of the proposed written protocols, or amendments thereto, NHTSA will make the final written protocols publicly available. The final written protocols shall not be subject to attorney-client privilege or attorney work-product protection and shall not include confidential business information or information otherwise not subject to public disclosure by NHTSA.

19. Takata shall not release any foreign recalled inflator, recalled or returned inflator, or ruptured inflator (as described by Paragraphs 3, 5 & 6), any Takata PSAN inflator type covered by a future safety action that comes into Takata’s possession, or other ammonium nitrate-containing inflators, to the Takata Restitution Funds Special Master, the Trustee, any vehicle manufacturer, private plaintiff, or consortium thereof (including their experts, consultants, or other designated person or entity), for inspection, testing, or analysis unless that Takata Restitution Funds Special Master, the Trustee, vehicle manufacturer, private plaintiff, or consortium thereof accedes to this Amendment by signing a copy of Exhibit A, requiring preservation of materials associated with the inspection, testing, or analysis and provision of information on the inspection, testing, or analysis to NHTSA, on terms acceptable to NHTSA.

20. Takata shall, upon written request by NHTSA, address Takata’s compliance with this Amendment by, at NHTSA’s election and in its sole discretion, submitting a written report to NHTSA or meeting with NHTSA representatives.

21. Takata shall provide written notice of each required submission under the Preservation Order and this Amendment by electronic mail to NHTSA's Director, Office of Defects Investigation (currently Stephen Ridella, Stephen.Ridella@dot.gov), and with a copy to NHTSA's Assistant Chief Counsel for Litigation and Enforcement (currently Emily Su, Emily.Su@dot.gov). NHTSA will provide notice to Takata if the individuals holding these positions or their email addresses change.

22. On demand by NHTSA, Takata shall release into NHTSA's custody any recalled or returned inflator or other category of inflators subject to this Amendment, including any Takata PSAN inflator type covered by a future safety action that comes into Takata's possession, for inspection, testing, or analysis, including any recalled or returned inflator or category of inflators otherwise required to be set aside pursuant to Paragraph 15.d e, f, or g, with notice to the Notice Parties. Nothing herein shall limit NHTSA's ability to carry out its defect investigation.

### **III. RELEASE OF INFLATORS FROM PRESERVATION OBLIGATIONS**

23. Recalled or returned inflators, foreign recalled inflators, or other ammonium nitrate-containing inflators, designated for disposal shall not be subject to the preservation obligations set forth in the Preservation Order or this Amendment (the "NHTSA preservation obligations") fifteen (15) business days after NHTSA's confirmation of receipt of a Disposal Designation by Takata. A Disposal Designation identifies a specific quantity of recalled or returned inflators, foreign recalled inflators, or other ammonium nitrate-containing inflators, for disposal and release from preservation. Takata shall certify that the release of inflators covered in that Disposal Designation does not, and will not, violate any other law or regulation. Takata's submission to NHTSA shall be contemporaneously

provided to the Notice Parties, a representative of the private litigation plaintiffs and a representative of the vehicle manufacturers, and shall contain reasonably available information identifying the specific inflators or types of inflators to be disposed of.

24. Once released from the applicable NHTSA preservation obligations, and if not subject to any other preservation obligation, Takata may dispose of the recalled or returned inflators, foreign recalled inflators, or other ammonium nitrate-containing inflators, subject to the Disposal Designation in conformity with all relevant regulatory requirements.

25. Propellant designated for disposal shall not be subject to the NHTSA preservation obligations fifteen (15) business days after NHTSA's confirmation of receipt of a Propellant Disposal Designation by Takata. A Propellant Disposal Designation identifies a specific quantity and type of propellant for disposal. Takata shall certify that the release of propellant covered in that Propellant Disposal Designation does not, and will not, violate any other law or regulation. Once released from the NHTSA preservation obligations, Takata may dispose of the propellant subject to the Propellant Disposal Designation in conformity with all relevant regulatory requirements. Takata's submission to NHTSA shall be contemporaneously provided to the Notice Parties, a representative of the private litigation plaintiffs and a representative of the vehicle manufacturers, and shall contain reasonably available information identifying the propellant to be disposed.

26. All recalled or returned inflators, foreign recalled inflators, or other ammonium nitrate-containing inflators, that ruptured or exhibited failures of any kind during testing ("testing failure inflators") shall not be subject to the NHTSA preservation obligations fifteen (15) business days after NHTSA's confirmation of receipt of a submission by Takata designating a set of such inflators for disposal ("Test Failure Disposal

Designation”). Such inflators consist of all inert deployed recalled or returned inflators, foreign recalled inflators, or other ammonium nitrate-containing inflators. Takata shall certify that, for all testing failure inflators, it has, and shall maintain for use by litigants, complete and accurate records documenting the failure including, but not limited to, data and photos. Takata shall further certify that the release of inflators covered in the Test Failure Disposal Designation does not, and will not, violate any other law or regulation. Once released from the NHTSA preservation obligations, Takata may dispose of the testing failure inflators subject to the Test Failure Disposal Designation in conformity with all relevant regulatory requirements. However, Takata shall retain 10% of all tested recalled or returned inflators in their post-test condition. The 10% to be retained shall be identified by Plaintiffs’ Working Group, with consultation from the vehicle manufacturers, within the later of (1) 90 days of the execution of this Amended Preservation Order or (2) 90 days of being provided a complete list of tested inflators by Takata. Takata’s Test Failure Disposal Designation submission to NHTSA shall be contemporaneously provided to the Notice Parties, a representative of the private litigation plaintiffs and a representative of the vehicle manufacturers, and shall contain reasonably available information identifying the testing failure inflators to be disposed.

27. Takata acknowledges that it is subject to other preservation obligations outside the scope of this Amendment and that it bears full responsibility for compliance with such obligations. The terms of this Amendment allowing for recalled or returned inflators, foreign recalled inflators, other ammonium nitrate-containing inflators, and/or propellant to be released from the NHTSA preservation obligations and disposed of do not supersede or otherwise affect such other preservation obligations of Takata.

#### **IV. TIME PERIOD OF AMENDMENT TO THE PRESERVATION ORDER**

28. Upon NHTSA's closure of EA15-001 (formerly PE14-016) the terms of the Preservation Order and this Amendment shall be automatically terminated, subject to the below 90-day waiting period. However, the NHTSA Administrator may issue a written order providing notice of termination earlier, at the Administrator's sole discretion. The Preservation Order and Amendment shall remain in effect for 90 days following closure of EA15-001 or the issuance of the written order of the NHTSA Administrator. NHTSA and Takata anticipate that this 90-day term will allow the Notice Parties and any remaining private party litigants to obtain an appropriate preservation order, if necessary.

#### **V. AMENDMENT**

29. This Amendment to the Preservation Order cannot be modified, amended, or waived other than by a writing agreed to by NHTSA and Takata setting forth such modification, amendment, or waiver. NHTSA reserves all authority to take any further action permitted by law.

#### **VI. INTERPRETATION CONSISTENT WITH FEDERAL LAW**

30. Nothing in this Amendment shall be interpreted or construed in a manner inconsistent with, or contravening, any federal law, rule, or regulation, in effect at the time of the execution of this Amendment by Takata and approval by NHTSA or any subsequent amendment.

#### **VII. MISCELLANEOUS**

31. This Amendment does not release Takata from civil or criminal liabilities, if any, that may be asserted by the United States, the Department of Transportation, NHTSA,

or any other governmental entity.

32. This Amendment shall be effective following its execution by Takata and approval by NHTSA and shall remain in effect until termination pursuant to Paragraph 28 and for a period of 90 days thereafter as provided in that paragraph. NHTSA may bring an action against Takata in any United States District Court to enforce this Amendment to the Preservation Order, including in response to any material breach by Takata of its obligations hereunder. Takata hereby waives any and all objections as to venue in such enforcement action and any and all defenses to the enforceability of this Amendment to the Preservation Order. Nothing herein shall constitute an admission of any wrongdoing or to the jurisdiction of NHTSA as to any other order, proceeding, or demand.

33. This Amended Preservation Order constitutes the entire agreement regarding the resolution of the subject matter therein.

34. This Amendment to the Preservation Order shall be binding upon, and inure to the benefit of, Takata and its directors, officers, employees, agents, subsidiaries, successors, and assigns. Commencing on the effective date of Takata's Chapter 11 Plan, such agents, subsidiaries, successors, and assigns shall be determined consistent with the provisions of Takata's Chapter 11 Plan (including without limitation section 5.9(c)). Takata and the Warehousing Entity hereby waive any and all defenses to the enforceability of this Amendment that may exist or arise in connection with any person or entity succeeding to the interests or obligations herein, including as a result of any changes to the corporate structure or relationships among or between Takata and any of its parents, subsidiaries, or affiliates.

35. This Amendment to the Preservation Order shall not be construed to

create rights in, or grant any cause of action to, any individual or entity not party to this Amendment to the Preservation Order, other than as expressly provided herein.

36. If any provision of this Amendment to the Preservation Order is held illegal or unenforceable in a judicial proceeding, the remainder of this Amendment to the Preservation Order shall remain operative and binding, but only if the elimination of the invalidated provision does not alter the fundamental terms of this Amendment to the Preservation Order (including, without limitation, Paragraphs 14-19 and 23-27).

[SIGNATURE PAGES FOLLOW]



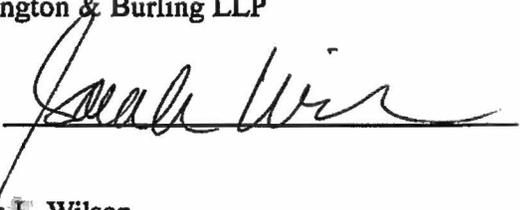


**AGREED:**

**Dated: April 12, 2018**

**Covington & Burling LLP**

**By:**

  
\_\_\_\_\_  
**Sarah L. Wilson**  
**Covington & Burling LLP**  
**Outside Counsel**