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**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

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: **Chapter 11**
: **Case No. 17-11375 (BLS)**
: **Jointly Administered**
: **Debtors.¹**
: **TK HOLDINGS INC., et al.,**
: **In re**
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**NOTICE OF (I) APPROVAL OF
DISCLOSURE STATEMENT, (II) ESTABLISHMENT OF
RECORD DATE, (III) HEARING ON CONFIRMATION OF CHAPTER 11
PLAN, (IV) PROCEDURES FOR OBJECTING TO CONFIRMATION OF
THE PLAN, AND (V) PROCEDURES AND DEADLINES FOR VOTING ON THE PLAN**

TO PARTIES IN INTEREST IN THE CHAPTER 11 CASES OF:

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

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

PLEASE TAKE NOTICE THAT:

1. **Approval of Disclosure Statement.** On January 3, 2018, the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”) held a hearing (the “**Disclosure Statement Hearing**”) at which it approved the *Disclosure Statement for the Third Amended Joint Chapter 11 Plan of Reorganization of TK Holdings Inc. and its Affiliated Debtors*, filed January 5, 2018 [Docket No. 1630] (together with all schedules and exhibits thereto, and as may be modified, amended or supplemented from time to time, the “**Disclosure Statement**”) of TK Holdings Inc. (“**TKH**”) and certain of its affiliates, as debtors and debtors in possession (collectively, the “**Debtors**”), in the above-captioned chapter 11 cases (the “**Chapter 11 Cases**”), and thereafter entered an order (the “**Disclosure Statement Order**”) with respect thereto. The Disclosure Statement Order, among other things, authorizes the Debtors to solicit votes to accept or reject the *Third Amended Joint Chapter 11 Plan of Reorganization of TK Holdings Inc. and its Affiliated Debtors*, filed January 5, 2018 [Docket No. 1629] (together with all schedules and exhibits thereto, and as may be modified, amended or supplemented from time to time, the “**Plan**”).²

2. **Confirmation Hearing.** A hearing to consider confirmation of the Plan (the “**Confirmation Hearing**”) has been scheduled for **February 13, 2018 at 10 a.m.**³ before the Honorable Brendan L. Shannon, United States Bankruptcy Judge, in the Bankruptcy Court. Please be advised that the Confirmation Hearing may be adjourned or continued from time to time by the Bankruptcy Court or the Debtor without further notice other than by such adjournment being announced in open court or by a notice of adjournment being filed with the Bankruptcy Court and served on parties entitled to notice under Bankruptcy Rule 2002 and the Local Rules, or otherwise. In accordance with the Plan, the Plan may be modified, if necessary, prior to, during, or as a result of the Confirmation Hearing without further action by the Debtors and without further notice to or action, order, or approval of the Bankruptcy Court or any other Entity.

3. **Record Date.** Holders of Claims against the Debtors in Class 3 (Mexico Class Action Claims), Class 4 (OEM Unsecured Claims), Class 5 (PSAN PI/WD Claims), and Class 6 (Other General Unsecured Claims) (each a “**Voting Class**” and, collectively, the “**Voting Classes**”) as of January 3, 2018 (the “**Record Date**”) are entitled to vote on account of such Claims. However, a claimant who holds a Claim in a Voting Class is nonetheless **not** entitled to vote to the extent that:

- (a) As of the Record Date, the outstanding amount of such claimant’s Claim is not greater than zero (\$0.00);
- (b) As of the Record Date, such claimant’s Claim has been disallowed, expunged, disqualified, or suspended;

² Capitalized terms used but not defined herein shall have the meaning ascribed to such term in the Disclosure Statement or the Plan, as applicable.

³ Unless otherwise stated, all times referenced in this notice are to prevailing Eastern Time.

- (c) A claimant is not scheduled in the Debtors' Schedules, or a claimant's Claim is scheduled as contingent, unliquidated, or disputed, and such claimant has not timely filed a proof of claim in accordance with the Bar Date Order, *provided, however*, that any PPIC whose Claim for personal injury or wrongful death is listed on the Schedules shall be entitled to vote on the Plan as set forth in paragraph 7(g) of the Disclosure Statement Order, regardless of whether such claim is scheduled as contingent, unliquidated, or disputed; or
- (d) Such claimant's Claim is subject to an objection or request for estimation as of the Record Date, unless a Rule 3018(a) Motion (as defined below) has been filed.

In addition, any PPIC claimant asserting a Claim for personal injury, wrongful death, or other similar harm or injury arising out of or relating to a harm or injury that was suffered subsequent to the Petition Date may seek to vote on the Plan provided that prior to the Rule 3018(a) Motion Deadline (as defined below) such PPIC claimant has filed (i) a proof of claim in the Chapter 11 Cases, and (ii) a Rule 3018(a) Motion (referencing such filed proof of claim) seeking to temporarily allow such Claim for voting purposes, subject to the rights of the Debtors to challenge or oppose any such Rule 3018(a) Motion.

4. ***Voting Deadline.*** All votes to accept or reject the Plan must be **actually received** by the Debtor's voting and tabulation agent, Prime Clerk LLC ("***Prime Clerk***"), by **February 6, 2018 at 4:00 p.m.** (the "***Voting Deadline***"). Any failure to follow the voting instructions included with your Ballot may disqualify your Ballot and your vote.

5. ***Parties in Interest Not Entitled to Vote.*** Holders of Unimpaired Claims in Classes presumed to accept the Plan are not entitled to vote and will not receive a Ballot. Holders of Impaired Claims and Interests that will receive no distribution under the Plan and that are deemed to reject the Plan are not entitled to vote and will not receive a Ballot. Such holders will instead receive a Notice of Non-Voting Status. If you disagree with the amount of your Claim set forth by the Debtors in the Schedules or if you have filed a proof of claim and disagree with either (a) the Debtors' objection to your Claim and believe that you should be entitled to vote on the Plan or (b) the Debtors' classification or request for estimation of your Claim and believe that you should be entitled to vote on the Plan in a different amount or Class, then you must serve on the parties identified in paragraph 9 below and file with the Bankruptcy Court a motion (a "***Rule 3018(a) Motion***") for an order pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedure (the "***Bankruptcy Rules***") temporarily allowing your Claim in a different amount or in a different Class for purposes of voting to accept or reject the Plan. All Rule 3018(a) Motions must be filed on or before **January 26, 2018 at 4:00 p.m.** (the "***Rule 3018(a) Motion Deadline***"). Rule 3018(a) Motions that are not timely filed and served in the manner set forth above shall not be considered. As to any claimant filing a Rule 3018(a) Motion, such claimant will be provided with a Ballot and such Ballot will be counted in accordance with the above-designated guidelines, unless temporarily allowed in a different amount by an order of the Court entered prior to or concurrent with entry of an order confirming the Plan. Claimants may contact Prime Clerk in writing at TK Holdings Inc. Ballot Processing, c/o Prime Clerk LLC, 850

Third Avenue, Suite 412, Brooklyn, NY 11232, or by telephone at (844) 822-9229 (Toll-Free) or (347) 338-6502 (if calling from outside the US or Canada) to receive an appropriate Ballot for any Claim for which a proof of claim has been timely filed and a Rule 3018(a) Motion has filed.

6. **Objections to Confirmation.** The deadline to object or respond to confirmation of the Plan is **February 6, 2018 at 4:00 p.m.** (the “**Plan Objection Deadline**”).

7. Objections and responses, if any, to confirmation of the Plan, must: (a) be in writing; (b) conform to the Bankruptcy Rules and the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “**Local Rules**”); (c) set forth the name of the objecting party and the nature and amount of Claims or Interests held or asserted by the objecting party against the Debtors’ Estates or property; and (d) provide the basis for the objection and the specific grounds thereof.

8. Registered users of the Bankruptcy Court’s case filing system must electronically file their objections and responses. All other parties in interest must file their objections and responses in writing with the United States Bankruptcy Court Clerk’s Office, 824 Market Street, 3rd Floor, Wilmington, Delaware 19801 to the attention of the chambers of the Honorable Brendan L. Shannon, United States Bankruptcy Judge.

9. Any objections or responses must be served so that they are **actually received** by electronic or regular mail by the following parties (collectively, the “**Notice Parties**”) no later than the Plan Objection Deadline:

<p>Debtors TK Holdings Inc. 2500 Takata Drive Auburn Hills, Michigan 48326 Attn: Keith Teel, Esq. (Keith.Teel@Takata.com)</p>	<p>Office of the U.S. Trustee Office of the U.S. Trustee for the District of Delaware 844 King Street, Suite 2207, Lockbox 35 Wilmington, Delaware 19899 Attn: David Buchbinder, Esq. (David.I.Buchbinder@usdoj.gov) Jane Leamy, Esq. (Jane.M.Leamy@usdoj.gov)</p>
<p>Counsel to the Debtors Weil, Gotshal & Manges LLP 767 Fifth Avenue New York, New York 10153 Attn: Marcia L. Goldstein, Esq. (Marcia.Goldstein@weil.com) Ronit J. Berkovich, Esq. (Ronit.Berkovich@weil.com) Matthew P. Goren, Esq. (Matthew.Goren@weil.com)</p>	<p>Counsel to the Creditors’ Committee Milbank, Tweed, Hadley & McCloy LLP 28 Liberty Street New York, New York 10005 Attn: Dennis F. Dunne, Esq. (DDunne@milbank.com) Abhilash M. Raval, Esq. (ARaval@milbank.com) Tyson Lomazow, Esq. (TLomazow@milbank.com) Mary Reidy Doheny, Esq. (MDoheny@milbank.com)</p>

<p><i>Co-Counsel to the Debtors</i> Richards, Layton & Finger, P.A. 920 N. King Street Wilmington, Delaware 19801 Attn: Mark D. Collins, Esq. (Collins@RLF.com) Michael J. Merchant, Esq. (Merchant@RLF.com)</p>	<p><i>Counsel to the Tort Claimants' Committee</i> Pachulski Stang Ziehl & Jones LLP 919 North Market Street, 17th Floor P.O. Box 8705 Wilmington, Delaware 19899 Attn: Laura Davis Jones, Esq. (LJones@pszjlaw.com) James I. Stang, Esq. (JStang@pszjlaw.com)</p>
<p><i>Counsel to the Plan Sponsor</i> Skadden, Arps, Slate, Meagher & Flom LLP 155 N. Wacker Drive Chicago, IL 60606-1720 Attn: Ron E. Meisler, Esq. (Ron.Meisler@skadden.com) Felicia Gerber Perlman, Esq. (Felicia.Perlman@skadden.com)</p>	<p><i>Counsel to the Future Claimants' Representative</i> Frankel Wyron LLP 2101 L Street, NW Suite 800 Washington, DC 20037 Attn: Richard H. Wyron, Esq. (RWyron@frankelwyron.com)</p>
<p><i>Counsel to the Consenting OEMs</i> Morris, Nichols, Arsht & Tunnell LLP 1201 N. Market Street Wilmington, DE 19899-1347 Attn: Derek C. Abbott, Esq. (DAbbott@mnat.com)</p>	<p>Ashby & Geddes, P.A. 500 Delaware Avenue, 8th Floor P.O. Box 1150 Wilmington, DE 19899-1150 Attn: Karen B. Owens, Esq. (kowens@ashbygeddes.com) William P. Bowden, Esq. (wbowden@ashbygeddes.com)</p>

10. **IF ANY OBJECTION TO CONFIRMATION OF THE PLAN IS NOT FILED WITH THE BANKRUPTCY COURT AND SERVED ON THE NOTICE PARTIES STRICTLY AS PRESCRIBED HEREIN, THE OBJECTING PARTY WILL BE BARRED FROM OBJECTING TO CONFIRMATION OF THE PLAN AND WILL NOT BE HEARD AT THE CONFIRMATION HEARING.**

11. ***Parties That Will Not Be Entitled to Vote or Receive Any Distribution.*** Except as otherwise provided in the Bar Date Order, any holder of (a) a Claim that is scheduled in the Debtors' Schedules at \$0, or in an unknown amount, or as disputed, contingent, or unliquidated, and for which a proof of claim has not been timely filed, or (b) a Claim that the Debtors have already paid or otherwise satisfied in full, shall not be treated as a creditor with respect to such Claim for purposes of receiving distributions under the Plan. Parties in interest that are not entitled to vote may still object to confirmation of the Plan. **PLEASE NOTE THAT, NOTWITHSTANDING YOUR FAILURE TO FILE A PROOF OF CLAIM OR BE SCHEDULED, YOUR RIGHTS MAY NEVERTHELESS BE IMPAIRED BY THE PLAN.**

12. ***Additional Information.*** Any party in interest wishing to obtain information about the Solicitation and Voting Procedures or copies of the Disclosure Statement

or the Plan should contact the Debtors' voting and tabulation agent, Prime Clerk LLC, in writing at TK Holdings Inc. Ballot Processing, c/o Prime Clerk LLC, 850 Third Avenue, Suite 412, Brooklyn, NY 11232, or by telephone at (844) 822-9229 (Toll-Free) or (347) 338-6502 (if calling from outside the US or Canada). Interested parties may also review the Disclosure Statement and the Plan free of charge at <http://TKRestructuring.com/PPIC>. In addition, the Disclosure Statement and Plan are on file with the Bankruptcy Court and may be reviewed for a fee by accessing the Bankruptcy Court's website: www.deb.uscourts.gov. Note that a PACER password and login are needed to access documents on the Bankruptcy Court's website. A PACER password can be obtained at: www.pacer.psc.uscourts.gov. Copies of the Disclosure Statement and Plan may also be examined by interested parties during normal business hours at the office of the Clerk of the Bankruptcy Court.

13. ***Executory contracts and unexpired leases.*** All executory contracts and unexpired leases to which any of the Debtors are party will be deemed assumed by, and assigned to, the Plan Sponsor unless specifically assumed by either Reorganized Takata or the Warehousing Trust or rejected by the Debtors on or before the Plan Objection Deadline. The Debtors reserve the right to modify the treatment of any particular executory contract or unexpired lease pursuant to the Plan.

14. ***Professionals.*** Except as otherwise expressly set forth on the Cure Amount Notice, any contracts, engagement letters, retention agreements, and similar arrangements, in each case between the Debtors and any attorneys, accountants, financial advisors, investment bankers, or similar professionals, representatives, or advisors will not be included on the Cure Amount Notice and shall not be treated under the Plan as executory contracts subject to assumption, assumption and assignment, or rejection. Counterparties to any such contracts, engagement letters, retention agreements and similar arrangements were required to file proofs of claim by the General Bar Date (as defined in the Bar Date Order) and any Allowed Claims relating thereto shall be treated as Other General Unsecured Claims against the applicable Debtor.

15. ***Binding Effect and Releases.*** **If the Plan is confirmed by the Bankruptcy Court, the Plan, including Sections 5.2(c), 5.4, 10.5, 10.6, and 10.8 thereof, will be binding on you, regardless of whether you are Impaired under the Plan and whether you have accepted the Plan. Accordingly, if the Plan is confirmed by the Bankruptcy Court, on the Effective Date, the Purchased Assets will, in accordance with section 1141(c) of the Bankruptcy Code, be purchased by or otherwise transferred to the Plan Sponsor in accordance with the U.S. Acquisition Agreement free and clear of all Claims, Interests, Liens, other encumbrances, and liabilities of any kind or nature whatsoever, including rights or claims based on any successor or transferee liabilities and the terms of such sale will be binding and enforceable against all Persons as a permanent injunction pursuant to Section 10.5(b) of the Plan. Additionally, if the Plan is confirmed by the Bankruptcy Court, on the Effective Date: (a) all PSAN Assets will vest in each of the Reorganized Debtors which, as Debtors, owned such PSAN Assets as of the Effective Date, free and clear of all Claims, Interests, Liens, other encumbrances, and liabilities of any kind, except any such Claims, Interests, Liens, other encumbrances, and liabilities of any kind of the Consenting OEMs against the Debtors to which Reorganized Takata will remain obligated under the Plan or as otherwise provided in the Plan; and (b) all Warehoused PSAN Assets**

will vest in the Warehousing Trust free and clear of all Claims, Interests, Liens, other encumbrances, and liabilities of any kind. Further, if the Plan is confirmed by the Bankruptcy Court, as of the Effective Date, the Released Parties⁴ shall be deemed conclusively, absolutely, unconditionally, irrevocably and forever released and discharged, to the maximum extent permitted by law, as such law may be extended subsequent to the Effective Date by (a) the holders of all Claims, other than the Consenting OEMs, who vote to accept the Plan; (b) the holders of all Claims, other than the Consenting OEMs, that are Unimpaired under the Plan; (c) the holders of all Claims, other than the Consenting OEMs, whose vote to accept or reject the Plan is solicited but who do not vote either to accept or to reject the Plan; (d) the holders of all Claims, other than the Consenting OEMs, or Interests who vote, or are deemed, to reject the Plan but do not opt out of granting the releases set forth therein; (e) the holders of all Claims, other than the Consenting OEMs, and Interests who are given notice of the opportunity to opt out of granting such releases but who do not opt out of granting the releases; (f) all other holders of Claims, other than the Consenting OEMs, and Interests to the maximum extent permitted by law, in each case from any and all Claims, counterclaims, disputes, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, Liens, remedies, losses, contributions, indemnities, costs, liabilities, attorneys' fees and expenses whatsoever, including any derivative claims, asserted or assertable on behalf of the Debtors, the Reorganized Debtors, or their Estates (including any Causes of Action arising under chapter 5 of the Bankruptcy Code), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that such holders or their estates, affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, agents, and any other Persons or parties claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors or their non-Debtor affiliates (including the Acquired Non-Debtor Affiliates), the Reorganized Debtors, or their Estates, the Chapter 11 Cases, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party (including the exercise of any common law or contractual rights of setoff or recoupment by any Released Party at any time on or prior to the Effective Date), the Restructuring

⁴ ***Released Parties*** means, collectively, (i) the Debtors, (ii) the Plan Administrator, (iii) the Oversight Committee, (iv) the Future Claims Representative, (v) the Plan Sponsor Parties, (vi) the Debtors' non-Debtor affiliates (including the Acquired Non-Debtor Affiliates), (vii) the Claims Administrators, and (viii) with respect to each of the foregoing Persons in clauses (i) through (vii), such Persons' predecessors, successors, assigns, subsidiaries, affiliates, managed accounts or funds, current and former officers and directors, principals, equity holders, members, partners, managers, employees, subcontractors, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, management companies, fund advisors and other professionals, and such Persons' respective heirs, executors, estates, servants, and nominees, in each case in their capacity as such.

Transactions, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the Disclosure Statement, the U.S. Acquisition Agreement, the Global Accommodation Agreement, the U.S. RSA, and the Plan and related agreements, instruments, and other documents, and the negotiation, formulation, preparation or implementation thereof, the solicitation of votes with respect to the Plan, or any other act or omission, other than Claims or Causes of Action arising out of or related to any act or omission of a Released Party that constitutes fraud, gross negligence or willful misconduct.

(a) Except for the rights that remain in effect from and after the Effective Date to enforce the Plan and the Plan Documents the injunction provisions set forth in Section 10.5 of the Plan will be binding on all Entities. Accordingly, if the Plan is confirmed by the Bankruptcy Court, on the Effective Date, except as expressly permitted by the U.S. Acquisition Agreement and except as to Assumed Liabilities and Permitted Liens, all Persons, including all debt security holders, governmental, tax, and regulatory authorities, lenders, trade creditors, dealers, customers, employees, litigation claimants, and other creditors, holding Claims, Liens, Interests, charges, encumbrances, and other interests of any kind or nature whatsoever, including rights or Claims based on any successor or transferee liability, against or in a Debtor or the Purchased Assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or noncontingent, known or unknown), arising under or out of, in connection with, or in any way relating to the Debtors, the Purchased Assets, the operation of the Purchased Assets prior to the Effective Date, or the Restructuring Transactions, are forever barred, estopped and permanently enjoined from asserting against the Plan Sponsor Parties, their respective successors and assigns, their property or the Purchased Assets, such Person's Claims, Liens, Interests, charges, encumbrances, and other interests (including rights or Claims based on any successor or transferee liability), including, without limitation, by:

(i) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action, or other proceeding of any kind (including any proceeding in a judicial, arbitral, administrative, or other forum) against or affecting, directly or indirectly, a Plan Sponsor Party or the property of any Plan Sponsor Party, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons mentioned in this subsection (i) or any property of any such transferee or successor;

(ii) enforcing, levying, attaching (including any prejudgment attachment), collecting, or otherwise recovering in any manner or by any means, whether directly or indirectly, any judgment, award, decree, or order against a Plan Sponsor Party or its property, or any direct or indirect transferee of any property of, or direct or indirect successor-in-interest to, any of the foregoing Persons mentioned in this subsection (ii) or any property of any such transferee or successor;

(iii) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against a Plan Sponsor Party or any of its property, or any direct or indirect transferee of any property of, or successor in interest to, any of the foregoing Persons mentioned in this subsection (iii) or any property of any such transferee or successor;

(iv) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Plan;

and (v) commencing or continuing, in any manner or in any place, any action that does not comply with or is inconsistent with the provisions of the Plan.

PLEASE BE ADVISED THAT IF YOUR CLAIM IS UNIMPAIRED UNDER THE PLAN, YOU WILL BE DEEMED TO HAVE GRANTED THE RELEASES CONTAINED IN SECTION 10.6(B) OF THE PLAN.

Dated: January 5, 2018
Wilmington, Delaware

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