

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

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

**NOTICE OF DEPOSITION UPON ORAL EXAMINATION
OF DESIGNATED REPRESENTATIVE(S) OF PEUGEOT SA
RELATING TO JOINT PLAN OF REORGANIZATION
OF TK HOLDINGS INC. AND ITS AFFILIATED DEBTORS
AND ANY AMENDMENTS THERETO**

PLEASE TAKE NOTICE THAT pursuant to Rule 30(b)(6) of the Federal Rules of Civil Procedure, made applicable herein by Rules 7030 and 9014 of the Federal Rules of Bankruptcy Procedure, the Official Committee of Unsecured Tort Claimant Creditors (the “Committee”), by its attorneys, will take the deposition upon oral examination of the designated representative(s) of Peugeot SA (“PSA” or “Deponent”) in connection with the *Joint Chapter 11 Plan of Reorganization of TK Holdings Inc. And Its Affiliated Debtors* (the “Plan”) [Dkt. No. 1108] and any amendments thereto, the *Disclosure Statement for the Joint Chapter 11 Plan of Reorganization of TK Holdings Inc. And Its Affiliated Debtors* (the “Disclosure Statement”) [Dkt. No. 1164] and any amendments thereto, and/or the Asset Purchase Agreement by and Among TK Holdings Inc., Takata Americas, TK Holdings de Mexico S. De R.L. De C.V., TK Mexico LLC, Industrias Irvin de Mexico, S.A. de C.V., Strosshe Mex S. De R.L. de C.V., Takata de Mexico S.A. De C.V., Joyson KSS Auto Safety S.A. and KSS Holdings, Inc. (solely for the

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, as applicable, are: Takata Americas (9766); TK Finance, LLC (2753); TK China, LLC (1312); TK Holdings Inc. (3416); Takata Protection Systems Inc. (3881); Interiors in Flight Inc. (4046); TK Mexico Inc. (8331); TK Mexico LLC (9029); TK Holdings de Mexico, S. de R.L. de C.V. (N/A); Industrias Irvin de Mexico, S.A. de C.V. (N/A); Takata de Mexico, S.A. de C.V. (N/A); and Strosshe-Mex, S. de R.L. de C.V. (N/A).

purposes of Section 7.22) Dated as of November __, 2017 (the “APA”), filed at Dkt. No. 1110-1 and any amendments thereto. The deposition will take place on January 22, 2018 at 9:30 a.m. (Eastern Time) at the offices of Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 16th Floor, Wilmington, DE 19899 or such other time and place as may be agreed to by the parties.

The capitalized terms used herein shall have the meanings given to them in the *Official Committee of Unsecured Tort Claimant Creditors’ First Expedited Request For Production of Documents To Peugeot SA Relating to the Joint Chapter 11 Plan of Reorganization of TK Holdings Inc. and its Affiliated Debtors and any Amendments Thereto.*

Pursuant to Federal Rule of Civil Procedure 30(b)(6), Deponent must designate one or more persons to testify on their behalf with regard to all matters known or reasonably available to Deponent on the following topics:

RULE 30(b)(6) DEPOSITION TOPICS

1. All Communications between You and the DOJ, including all Documents referenced in those Communications, Concerning, in whole or in part, the financial harm caused to You as a result of anything arising from the defective PSAN inflators, a proposed sale of TKJP’s assets to fund a restitution order and the timing thereof.
2. The payment of the NHTSA Payment Amount as set forth in Section 3.3(b) of the APA, including, but not limited to, Communications Concerning the reasons NHTSA payment is to be made from a portion of the Purchase Price on the Closing Date, as defined in the APA.

3. The proposed payment of the DOJ Payment Amount as set forth in Section 3.3(a) of the APA, including, but not limited to, Communications Concerning the reasons why the DOJ Payment Amount is to be made from a portion of the Purchase Price on the Closing Date, as defined in the APA.

4. The proposed payment of the PSAN Legacy Costs Payment as set forth in Section 3.3(c) of the APA, including but not limited to, Communications Concerning the reasons why the PSAN Legacy Costs Payment is to be made on the Closing Date, as defined in the APA.

5. The proposed payment of Certain Global Settlement Agreement Payments Amount as set forth in Section 3.3(d) of the APA, including, but not limited to, any Communications Concerning the reasons why Certain Global Settlement Agreement Payments is to be made from a portion of the Base Purchase Price on the Closing Date, as defined in the APA.

6. The estimated recovery percentages and claim amounts for each class of claimant set forth in the Disclosure Statement.

7. Post Plan Confirmation plans to manufacture non-desiccated PSAN inflators, including, but not limited to the potential effect of such plans on any contingent NHTSA Claim.

8. The PSAN PI/WD Trust Agreement.

9. The PSAN PI/WD TDP.

10. The potential reservation of rights by the Debtors to object to individual PSAN PI/WD Claims or Other PI/WD Claims, the sources of payment thereof and the criteria for distribution on any such claims.

11. The PSAN PI/WD Top-Up Amounts, including, without limitation the methodologies and/or procedures to determine the PSAN PI/WD Top-Up Amounts and sufficiency thereof to satisfy PSAN PI/WD Claims.
12. The determination of the amounts of the Settled OEM Claims
13. The data utilized to value the Settled OEM Claims.
14. The allocation of payments to be made to the various recipients pursuant to the Plan Settlement.
15. The data, rationales, and/or methodologies proposed, or utilized, to determine the allocation of the payments to be made to the various parties pursuant to the Plan Settlement.
16. The allocation of the payments to be made under the Plan Settlement between the Debtors and the non-Debtor Takata affiliates.
17. The rationale and methodologies proposed, and/or utilized to determine the allocation of the payments to be made under the Plan Settlement between the Debtors and the non-Debtor Takata affiliates.
18. The Business Incentive Plan Payment, including but not limited to the negotiations thereof, estimation or quantification of the value of such payment, the data utilized to form any such estimates or quantifications and the methodologies considered and/or used in developing such quantifications or estimates.
19. The determination of “production” costs for the manufacture of replacement kits and overall costs in manufacturing such kits, including monitoring, overhead, or other costs.
20. The OEM Unsecured Claims, including but not limited to, proposed methodologies for the quantification of such claims.

21. The methodology to determine the amount of claim reserves for Administrative Expense PI/WD Claims and Administrative Expense PSAN PI/WD Claims and the estimation of such claims.

22. All Communications between You and the Debtors, and/or the Plan Sponsor, Concerning the consequences of non-payment of the DOJ Restitution Claim, including all Documents referenced in the Communications.

23. All Communications between You and the Debtors, and/or the Plan Sponsor, and the Documents referenced in those Communications, Concerning the consequences of non-compliance with the NHTSA Consent Order requirements for the warehousing, disposal and shipping of PSAN Inflators post Confirmation Date.

24. The allocation among the Debtors, on the one hand, and the Debtors' non-debtor affiliates, on the other hand, of the net post Confirmation Date cost of (a) warehousing, shipping and disposing of PSAN Inflators, (b) manufacturing PSAN Inflators (including the cost of operating the Reorganized Takata and funding the Post-Closing Reserve and Warehousing Trust Reserve), and (c) otherwise complying with the NHTSA Consent Order.

25. The funds to be provided or potentially to be provided directly or indirectly to holders of PSAN PI/WD Claims by the Plan Sponsor and each of the Debtors' non-debtor affiliates.

26. All Communications between You, the Debtors, and/or the Plan Sponsor, and/or providers of insurance coverage to any of the Debtors, Concerning payment of insurance proceeds to the PSAN PI/WD Trust under insurance policies affording coverage to both the Debtors and their non-debtor affiliates.

27. Any investigation, of the availability of OEM insurance to pay PSAN PI/WD Claims and Other PI/WD Claims asserted against any of the Debtors.
28. Any estimates and/or analysis of the Cure Claims that will not be paid by the Plan Sponsor, but will remain obligations of the Estates.
29. Any estimates and/or analysis of the Excluded Liabilities under the APA.
30. The Avoidance Actions to be transferred to the Plan Sponsor under the terms of the APA and any analysis, discussion, and/or estimate of the value of such claims, including but not limited to the potential avoidance claims against Transdigm Inc. and Irvin Acquisition LLC.
31. The projected amount of PSAN PI/WD Trust Expenses and the sources for funding same.
32. The allocation of the Purchase Price between each Debtor and each of their non-Debtor affiliates, including but not limited to the data utilized in formulating that allocation and the methodologies considered and those ultimately utilized to determine that allocation.
33. The determination of who is a Protected Party, including but not limited to the consideration exchanged or to be exchanged for such treatment under the Plan.
34. The creation of the terms of the Channeling Injunction, and the consideration exchanged for the permanent injunction to be issued pursuant to the Plan.
35. The sources of recovery for Future Personal Injury Claimants (as defined at Dkt. No. 703), all estimates of the amount of funds to be made available for such funding and the data utilized to form such estimates.
36. All schedules, lists, or books of account setting forth the dates and amounts of all Set-Offs taken by You against any of the Debtors for Professional Fees for the weeks ending

March 24, 2017 through December 1, 2017 (the “Set-Off Period”), identifying the name of the off-setting entity, the Debtor against which the offset was taken and supporting detail for the charges giving rise to the Set-Off.

37. A copy of the purchase order(s) giving rise to the purported right to exercise each set-off for Professional Fees identified in the immediately preceding Request.

38. All schedules, lists, or books of account setting forth the dates and amounts of all Set-Offs taken by You against any of the Debtors for warranty and/or propellant charges during the Set-Off Period, identifying the name of the off-setting entity, the Debtor against which the offset was taken and supporting detail for the charges giving rise to the Set-Off.

39. A copy of the purchase order(s) giving rise to the purported right to exercise each set-off identified in the immediately preceding Request.

40. All estimates prepared Concerning the cost of resourcing to other suppliers Component Parts currently sourced from the Debtors, and Communications between You, the Debtors and/or Plan Sponsor Concerning same.

41. Commitments made by You to the Plan Sponsor and/or any affiliates thereof for future business or other accommodations related to retaining existing business and/or awarding new business, including but not limited to Rights of Last Refusal.

Dated: December 22, 2017

PACHULSKI STANG ZIEHL & JONES LLP

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

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

CERTIFICATE OF SERVICE

I, Peter J. Keane, hereby certify that on the 22nd day of December, 2017, I caused a copy of the following documents to be served on the individuals on the attached service list in the manner indicated:

Notice of Deposition Upon Oral Examination of Designated Representative(s) of Peugeot SA Relating to Joint Plan of Reorganization of TK Holdings Inc. and Its Affiliated Debtors and Any Amendments Thereto

/s/ Peter J. Keane

Peter J. Keane (Bar No. 5503)

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.

TK Holding Challenge Period Discovery

Overnight/Email Service List

Case No. 17-11375 (BLS)

Document No. 215404

82 – Email Delivery

07 – Hand Delivery

30 – Overnight Delivery

02 – Foreign Overnight Delivery

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