

**EXHIBIT O**

**Participating OEM Contribution Agreement**

**PARTICIPATING OEM CONTRIBUTION AGREEMENT**

This Participating OEM Contribution Agreement (this “Agreement”) is dated as of [\_\_\_\_], 2018 and effective as of the Effective Date (as defined below) between American Honda Motor Co., Inc. and Honda Motor Co., Ltd., as the Participating OEM hereunder (together, the “P-OEM”), and the PSAN PI/WD Trust, to be named and referred to as the Takata Airbag Tort Compensation Trust Fund (the “Trust”), a qualified settlement fund created in accordance with the Fifth Amended Joint Chapter 11 Plan of Reorganization of TK Holdings Inc. and Its Affiliated Debtors (as has become effective, the “Plan”). All capitalized terms not otherwise defined herein shall have their respective meanings as set forth in the PSAN PI/WD Trust Agreement (as defined in the Plan) and such definitions are incorporated herein by reference.

WHEREAS, on June 25, 2017 (the “Petition Date”), each of the Debtors commenced cases under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (as amended, the “Bankruptcy Code”) by filing voluntary petitions for relief with the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”);

WHEREAS, pursuant to the terms of the Plan, Eric D. Green has been appointed as the initial trustee of the Trust (such initial trustee and any successor trustee appointed in accordance with the terms of the PSAN PI/WD Trust Agreement, the “Trustee”);

WHEREAS, the Debtors and/or the P-OEM have been named as defendants in personal-injury and/or wrongful-death actions seeking recovery for damages allegedly caused by defective PSAN (as defined in the Plan) inflators;

WHEREAS, the Plan calls for the creation of the Trust and the assumption by the Trust of all liability for, among other things, all P-OEM Claims (as defined in the TDP) asserted against the P-OEM;

WHEREAS, the Plan was confirmed by the Bankruptcy Court on February 21, 2018 and became effective on \_\_\_\_\_, 2018 (the “Effective Date”);

WHEREAS, pursuant to the Plan, the P-OEM is to contribute certain funds to the Trust for payment of (1) the PSAN PI/WD Top-Up Amounts (as defined in the Plan), which shall be utilized solely in the manner specified in this Agreement, section 5.10(i) of the Plan, the PSAN PI/WD Trust Agreement and the TDP to satisfy P-OEM Claims against the P-OEM that are allowed in accordance with the TDP, and (2) P-OEM Expenses (as defined herein); and

WHEREAS, the Trustee and the P-OEM are entering into this Agreement to establish the means by which the P-OEM will contribute amounts to the Trust.

NOW, THEREFORE, it is hereby agreed as follows:

## **1. PAYMENT OF PSAN PI/WD TOP-UP AMOUNTS**

### **1.1. Net Liquidated Value.**

For purposes of this Agreement, “Net Liquidated Value” means the final claim award amount determined pursuant to the TDP, whether through the claims process or the tort system, of a P-OEM Claim against the P-OEM after reduction for (i) the amount to be paid by the Trust to the holder of such P-OEM Claim on account of (a) such holder’s TD Claim (as defined in the TDP and subject to section 2.4 of the PSAN PI/WD Trust Agreement) and (b) any PSAN PI/WD Insurance Proceeds received by the Trust that are allocated to such P-OEM Claim in accordance with the PSAN PI/WD Trust Agreement and (ii) the amount, if any, of distributions received by the holder of such P-OEM Claim from the DOJ PI/WD Restitution Fund, with such amounts described in clauses (i)(b) and (ii) determined as of the time the P-OEM makes a payment to the Trust on account of such claim in accordance with this Agreement. The Trust shall liquidate P-OEM Claims in the manner set forth in the TDP and the PSAN PI/WD Trust Agreement.

### **1.2. Payment of PSAN PI/WD Top-Up Amounts.**

On the effective date hereof, the P-OEM shall pay the Trust ten million dollars (\$10,000,000) (the “P-OEM Reserve”). Such payment shall be made by wire transfer of immediately available funds to a segregated account established by the Trustee solely to hold the P-OEM Reserve, and any such amounts paid by the P-OEM shall not be commingled with any other funds contributed to the Trust. The Trust may utilize the P-OEM Reserve solely in the manner set forth in section 1.3 of this Agreement.

Thereafter, no later than ten (10) calendar days after the conclusion of each calendar month, the Trust shall provide the P-OEM with a confidential, written accounting (the “Monthly Accounting”) of the P-OEM Claims asserted with respect to the P-OEM that were liquidated in accordance with the TDP and received a final claim award during the prior calendar month. With respect to each P-OEM Claim, the Monthly Accounting shall include the name of the Claimant, Injury Type, (each as defined in the TDP), final claim award amount, Net Liquidated Value for each such P-OEM Claim (including the calculation thereof), whether the Trust expects any future distributions on account of such P-OEM Claim from any source, and whether a scheduled value, an Individual Review Process (as defined in the TDP) or a tort system resolution was applicable to such P-OEM Claim. In addition, the Monthly Accounting shall identify the P-OEM Claims against the P-OEM that remain pending at the conclusion of the calendar month, if any, and the current status of such P-OEM Claims. The Trust is authorized to disclose, on a confidential basis, the Monthly Accounting to the FCR.

Except as provided in section 1.3 herein and unless otherwise extended by the Trustee in his or her discretion, no later than fourteen (14) calendar days after receipt of the Monthly Accounting (the “Payment Deadline”), the P-OEM shall pay the Trust the aggregate Net Liquidated Value of the P-OEM Claims that were liquidated during the prior calendar month as set forth in the Monthly Accounting. Such payment shall be made by wire transfer of immediately available funds to a segregated account established by the Trustee solely to hold amounts contributed to the Trust by the P-OEM for payment of the Net Liquidated Value of P-OEM Claims against the P-OEM and P-OEM Expenses (the “P-OEM Account”), and any such

amounts paid by the P-OEM shall not be commingled with any other funds contributed to the Trust. In addition, no amounts paid by the P-OEM shall be utilized to pay any other costs, expenses or liabilities of the Trust that are not attributable to the administration and payment of the P-OEM Claims against the P-OEM, including, without limitation, administrative expenses or claims asserted with respect to any other manufacturer's vehicles. For this purpose, the Trustee shall designate to the P-OEM, not later than two (2) business days prior to the date specified for any payment required to be made under this Agreement, the account to which such payment is to be made and wire instructions therefor. Notwithstanding the foregoing, the Trustee may invest PSAN PI/WD Top-Up Amounts in accordance with the Investment Guidelines of the PSAN PI/WD Trust Agreement in the discretion of the Trustee as and to the extent the Trustee determines that such investments are advisable under the circumstances.

If any date on which a payment is due shall fall on a Saturday, Sunday or day on which banks in New York, New York, are permitted or required to be closed, then the payment due on such date shall be payable on the next calendar day that is not a Saturday, Sunday or day on which banks in New York, New York, are permitted or required to be closed.

The parties hereto and the FCR and TAC acknowledge and agree that, except for the payments set forth in Articles 1 and 2 of this Agreement, the P-OEM has no obligation hereunder or under the Plan, PSAN PI/WD Trust Agreement, TDP or other Trust Documents, other than (i) its share of Consenting OEM Contributions as set forth and defined in the Plan and (ii) the payment of any costs and expenses the P-OEM may be obligated to pay as a member of the OAC pursuant to sections 6.5 and 6.6 of the PSAN PI/WD Trust Agreement and section 9.5(c) of the TDP, to make any additional payments with respect to a TD Claim or DOJ PI/WD Restitution Fund claim, and any payments made by the P-OEM under this Article 1 shall only be applied to satisfy P-OEM Claims against the P-OEM that are compensable pursuant to the TDP.

### 1.3. Use of P-OEM Reserve.

If the P-OEM fails to pay its obligations under section 1.2 herein by the Payment Deadline (including any extension thereof), on the first calendar day following the Payment Deadline, the Trust may apply a portion or all of the P-OEM Reserve to the missed payment in an amount that is equal to the missed payment. In addition, commencing on the first calendar day after the Payment Deadline, the missed payment amount shall begin to accrue interest at a rate of 10% per annum until such time as the P-OEM satisfies its payment obligations with respect to such missed payment amount. At such time as the P-OEM makes the missed payment, the Trust will utilize such funds first to replenish the P-OEM Reserve, provided the Channeling Injunction (as defined in the Plan) and/or the releases provided for in section 10.6(c) of the Plan have not terminated in accordance with section 3.1 herein.

Provided the P-OEM timely makes all payments required hereunder by the applicable deadline, including any extensions that may be granted by the Trust, amounts held in the P-OEM Reserve shall be reduced as follows. On the sixth (6th) anniversary of the effective date of this Agreement, fifty percent (50%) of the funds in the P-OEM Reserve shall be released from the P-OEM Reserve, deposited in the P-OEM Account and thereafter applied to the P-OEM's payment obligations under sections 1.2 and 2.3 of this Agreement as such obligations become due and payable as provided herein. On the seventh (7th) anniversary of the effective date of this

Agreement, fifty percent (50%) of the funds remaining in the P-OEM Reserve shall be released from the P-OEM Reserve, deposited in the P-OEM Account and thereafter applied to the P-OEM's payment obligations under sections 1.2 and 2.3 of this Agreement, as such obligations become due and payable as provided herein. On the eighth (8th) anniversary of the effective date of this Agreement, all funds remaining in the P-OEM Reserve shall be released, deposited in the P-OEM Account and thereafter applied to the P-OEM's payment obligations under sections 1.2 and 2.3 of this Agreement, as such obligations become due and payable as provided herein. If the P-OEM does not timely make any payment as required by this Agreement, the parties shall negotiate in good faith an alternative schedule for the full reduction of the P-OEM Reserve prior to the termination of the funding obligations under this Agreement pursuant to section 4.11.

All amounts from the P-OEM Reserve applied to the P-OEM's payment obligations pursuant to this subsection shall be applied first to any outstanding P-OEM payment obligations under section 1.2 of this Agreement (including any interest accrued thereunder pursuant to section 1.3 of this Agreement), second to any outstanding payment obligations under section 2.3 of this Agreement and third to any future P-OEM payment obligations under sections 1.2 and 2.3 of this Agreement as they become due and payable. Notwithstanding the foregoing, all amounts in the P-OEM Reserve may be invested in accordance with the Investment Guidelines of the PSAN PI/WD Trust Agreement in the discretion of the Trustee as and to the extent the Trustee determines that such investments are advisable under the circumstances.

#### 1.4. Subsequent Recoveries on P-OEM Claims.

If a Claimant has not received a recovery from the DOJ PI/WD Restitution Fund as of the effective date of the liquidation of the Claimant's P-OEM Claim, the Trust shall require such Claimant, in order to receive payment on account of the P-OEM Claim from the Trust, to assign the right to receive proceeds on account of such Claimant's claim, if any, against the DOJ PI/WD Restitution Fund on account of such P-OEM Claim to the P-OEM. Such assignment shall only become effective when such Claimant receives payment on his or her P-OEM Claim from the Trust, and the assignment agreement pertaining thereto shall be in a form that is mutually acceptable to the parties hereto.

Furthermore, if, after payment in full by the P-OEM to the Trust of the Net Liquidated Value of any P-OEM Claim, the Trust receives any PSAN PI/WD Insurance Proceeds or other amounts that the Trustee determines, in his discretion, shall be allocable to such claim pursuant to the TDP and PSAN PI/WD Trust Agreement, the Trust shall credit any such amounts to the P-OEM's next payment obligation hereunder within thirty (30) calendar days of the date the Trustee determines the allocation.

## **2. FUNDING OF ADMINISTRATIVE EXPENSES**

### 2.1. P-OEM Expenses.

The P-OEM shall pay, in accordance with the terms hereof, the incremental costs and expenses specifically incurred by the Trust in connection with the processing, consideration and liquidation of P-OEM Claims asserted against P-OEM including any and all costs and expenses

associated with defending any such P-OEM Claims in the tort system (the “P-OEM Expenses”).<sup>1</sup> The P-OEM Expenses shall not include any cost or expense incurred by the Trust for administration of the Trust or the noticing, review, analysis, processing, liquidation or distribution of any TD Claims or any P-OEM Claims asserted against any other Participating OEM that is not the P-OEM party to this Agreement. Other than the payment of (a) the P-OEM Expenses solely as set forth herein, (b) the amounts set forth in Article 1 herein, (c) the P-OEM’s share of Consenting OEM Contributions as set forth in the Plan, and (d) the payment of any costs and expenses the P-OEM may be obligated to pay as a member of the OAC pursuant to sections 6.5 and 6.6 of the PSAN PI/WD Trust Agreement and section 9.5(c) of the TDP, the P-OEM shall have no obligation to pay any other costs or expenses associated with the Trust.

Except as otherwise agreed by the P-OEM and the Trustee, the P-OEM shall pay P-OEM Expenses incurred in accordance with the Budget. The Trustee shall undertake to manage P-OEM Expenses in accordance with the Budget, with the goal of not exceeding 110% of the amount set out in the Budget for P-OEM Expenses in any fiscal year, absent reasonably unforeseen circumstances.

## 2.2. Expense Statement.

Together with the Monthly Accounting, the Trust shall submit to the P-OEM an itemized statement (“Expense Statement”) setting forth, on a line item basis, the amount of expenditures the Trust invoiced during the prior month that constitute P-OEM Expenses (the “Invoiced Expenses”), a reconciliation of such expenses to the Budget, the anticipated P-OEM Expenses, if any, that are expected to become due during the subsequent month and the amount of funds remaining in the P-OEM Account that are allocated to P-OEM Expenses at the conclusion of the month (the “Expense Account Balance”). The Trust is authorized to disclose, on a confidential basis, any Expense Statement to the FCR.

## 2.3. Payment Schedule.

On the effective date of this Agreement, the P-OEM shall transfer to the P-OEM Account the amount of \$500,000.

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<sup>1</sup> P-OEM Expenses shall include post-Effective Date fees and costs associated with the (1) P-OEM Claim appeals process; (2) FCR conference; (3) tort system opt-out defense and process; (4) administration costs related to P-OEM Claim payments; and (5) incremental expenses related to P-OEM Claims (*i.e.*, expenses above those incurred by the Trust in connection with the review, analysis, administration, determination and/or payment of IRF and TD Claims related to the same incident). The P-OEM and Trustee shall discuss a mechanism for determining such incremental expenses, whether as a percentage of expenses incurred in connection with the overall valuation of a P-OEM Claim or otherwise. If the P-OEM and Trustee cannot agree on an appropriate mechanism, the dispute shall be resolved in accordance with section 8.13 of the Trust Agreement.

Thereafter, on or before each Payment Deadline, the P-OEM shall pay an amount equal to the amount the Expense Account Balance is expected to be less than \$250,000, if at all, after payment of the Invoiced Expenses (the “Expense Top-Up”).<sup>2</sup>

The P-OEM shall pay the Expense Top-Up, if any, by wire transfer of immediately available funds to the P-OEM Account. Although the Expense Top-Up shall be deposited in the P-OEM Account, the Trust shall separately allocate, track and account for the Expense Account Balance and shall utilize such funds (including the initial \$500,000 payment made pursuant to this section 2.3) solely for the payment of the P-OEM Expenses. The Trustee shall designate to the P-OEM, not later than two (2) business days prior to the date specified for the payment of the Expense Top-Up, the account to which such payment is to be made and wire instructions therefor. If any date on which a payment is due shall fall on a Saturday, Sunday or day on which banks in New York, New York, are permitted or required to be closed, then the payment due on such date shall be payable on the next calendar day that is not a Saturday, Sunday or day on which banks in New York, New York, are permitted or required to be closed.

#### 2.4. Expense Disputes.

The P-OEM shall provide to the Trustee written notice of any good faith dispute regarding the Invoiced Expenses or the Expense Top-Up no later than five (5) business days after receipt of the Expense Statement (the “Objection Deadline”). In the event a written objection is received by the Trustee on or by the Objection Deadline, the Trustee shall provide the P-OEM with copies of reasonably detailed invoices supporting the P-OEM Expenses. The P-OEM and Trustee (or their designees) shall meet within fifteen (15) calendar days of the delivery of such supporting documentation to resolve the objection. If the objection is not resolved within thirty (30) calendar days after the Trustee’s receipt of a written objection from the P-OEM, the objection shall be resolved in accordance with the dispute resolution procedures set forth in section 8.13 of the PSAN PI/WD Trust Agreement. All fees, costs and expenses incurred in connection with resolving an objection from the P-OEM, including those of the Trust or the Trustee, shall be paid by the P-OEM. The pendency of a dispute shall not affect, excuse or delay the P-OEM’s obligation under section 2.3 to pay the Expense Top-Up by the Payment Deadline. In the event that the dispute is resolved, in whole or in part, in favor of the P-OEM, the disputed amount resolved in the P-OEM’s favor shall be credited to the next Expense Top-Up to be paid by the P-OEM.

### **3. DEFAULT PROVISIONS**

#### 3.1. Default by P-OEM.

If the P-OEM fails to make any payment required by this Agreement as of the date such payment is required under this Agreement, and such failure to make a payment is not cured by the Cure Deadline (as defined below), then the P-OEM shall be in default of its obligations under this Agreement and under the PSAN PI/WD Trust Agreement, provided that a default shall not

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<sup>2</sup> After the fifth (5th) anniversary of the Effective Date of this Agreement, the Trustee, FCR and P-OEM agree to discuss the minimum amount required in the Expense Account Balance and to modify the Expense Top-Up if appropriate, with a goal of limiting residual expense funds remaining at the termination of the Trust.

arise if a P-OEM is excused from performing its obligations hereunder pursuant to section 3.3 of this Agreement.

The Trustee shall provide the P-OEM with written notice of any such default (a “Default Notice”), and the P-OEM shall have fifteen (15) business days after receipt of a Default Notice to cure any such default, unless such period has been extended by the Trustee or a court of competent jurisdiction. If the P-OEM fails to timely cure the default within fifteen (15) business days after receiving a Default Notice from the Trustee, as may be extended by the Trustee or by court order (the “Cure Deadline”), then the provisions of the Plan, the Trust Documents and the Confirmation Order (as defined in the Plan) and any other orders of any Court solely as such grant or implement the Channeling Injunction provided for in section 10.7 of the Plan and in the Confirmation Order and the releases provided for in section 10.6(c) of the Plan (and in the respective provisions of the Confirmation Order), shall immediately terminate solely with respect to such provisions, and shall be of no force or effect, as to the P-OEM and all of the P-OEM’s affiliates and subsidiaries (including any directors and officers and any other person or entity related to the P-OEM that became a Protected Party as defined in the Plan), without the need for further action by the Bankruptcy Court, any other court or the Trust.<sup>3</sup>

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<sup>3</sup> In such instance, all Claimants with pending P-OEM Claims subject to the Channeling Injunction, pending P-OEM Claims in litigation pursuant to the opt out provisions of section 6.4 of the TDP, and any future Claimants with P-OEM Claims will be allowed to pursue such PSAN PI/WD Claim(s) in the tort system pursuant to the applicable laws of the appropriate jurisdiction. Similarly, the P-OEM will be allowed to defend any PSAN PI/WD Claims in the tort system pursuant to the applicable laws of the appropriate jurisdiction in which any such PSAN PI/WD Claim is filed. The provisions of section 6.4 of the TDP shall have no force or effect upon any Claimant or P-OEM litigating in the tort system in the event of termination of the Channeling Injunction and the parties will be placed in the same position that each was in at the Effective Date. Any applicable statute of limitations will be deemed tolled as a matter of law from August 16, 2017 or the date of the underlying incident (whichever is later) until ninety (90) days after the date of termination of the Channeling Injunction. The P-OEM will not assert any applicable statute of repose for those claims filed with the Trust before the termination of the Channeling Injunction.

In addition, during the pendency of the Channeling Injunction, the P-OEM shall continue to preserve any and all documents, information, and electronically stored information (as those terms are defined under the Federal Rules of Civil Procedure (the “Federal Rules”) and applicable case law), data, testing, information, compilations, correspondence, communications, materials, records and writings collected since September 2014 for the Takata MDL, related state-court litigation, and state Attorneys General Takata PSAN litigation related to PSAN PI/WD Claims (the “P-OEM Litigation File”) in accordance with what would have been the P-OEM’s obligations under the Federal Rules if these claims were not channeled to the PSAN PI/WD Trust. The P-OEM shall also preserve all documents and information submitted by the P-OEM to NHTSA (as defined in the Plan) as part of the Takata Coordinated Remedy Program, concerning any Defect Investigation Report related to Takata PSAN inflators, or concerning a 49 C.F.R. 573 Defect and Noncompliance obligation of the P-OEM (the “P-OEM NHTSA File” and together with the P-OEM Litigation File, the “P-OEM Collection”). In the event of termination of the Channeling Injunction, a plaintiff may seek production of documents in the P-OEM Collection pursuant to the applicable rules of civil procedure of any court in which a PSAN PI/WD Claim is pending as described in section 3.1 herein. Any discovery related to the P-OEM Collection shall be governed by the applicable laws and privileges in the jurisdiction governing the underlying litigation. By maintaining the P-OEM Collection, the P-OEM does not waive any work product, attorney-client or other applicable privileges, does not waive any applicable confidentiality protections, nor does it waive any applicable objections to relevancy or discovery scope. If the Trustee determines a need for documents or information from the P-OEM Collection during the pendency of the Channeling Injunction, including as a result of a reasonable request by a Claimant as needed to prosecute their Claim as agreed to by the Trustee, the P-OEM agrees to reasonably cooperate with the Trustee’s request. Any dispute with respect to the foregoing



If the P-OEM disputes the occurrence or continuation of any default hereunder, the parties agree that the P-OEM may seek relief on an emergency basis from the appropriate court pursuant to section 4.3, provided that the Trust receives advance written notice of the relief sought and an opportunity to be heard.

### 3.2. Remedies if Default by the P-OEM.

In addition to (and not in lieu of) the remedies provided in section 3.1, if the P-OEM fails to timely cure a monetary default by the Cure Deadline, such P-OEM shall be liable to the Trust for (i) all due and unpaid amounts as of the Cure Deadline, plus interest on such amounts at a rate of 10% per annum, (ii) all amounts that may become due on account of P-OEM Claims against the P-OEM that have been submitted to the Trust and future P-OEM Expenses relating to such P-OEM Claims, including with respect to any P-OEM Claims pending or resolved in the tort system, plus interest on such amounts at the rate of 10% per annum from the date such amounts are due, (iii) all fees, costs and expenses reasonably incurred by the Trust (including such fees, costs and expenses incurred after the Cure Deadline) relating to notifying Claimants that the P-OEM is no longer a Participating OEM under the terms of the Plan, the PSAN PI/WD Trust Agreement and this Agreement, and (iv) all fees, costs and expenses, including the fees, costs and expenses of attorneys and other advisors, reasonably incurred by or on behalf of the Trust in connection with enforcing the obligations of the P-OEM under this Agreement (including the collection of any monetary payments which are in default).

### 3.3. Default by Trust.

The Trust and the Trustee shall comply with each of their obligations set forth herein, in the Plan, PSAN PI/WD Trust Agreement and the TDP. If the Trustee and the Trust have failed to comply with any of their material obligations set forth herein, in the PSAN PI/WD Trust Agreement or the TDP, the P-OEM shall provide the Trust with written notice of any such default, and the Trust shall have fifteen (15) business days after receipt of such notice to cure any such default, unless such period has been extended by the P-OEM or a court of competent jurisdiction. If the Trust fails to timely cure the default within such fifteen (15) business day period, as may be extended by the P-OEM or court order, the P-OEM is excused from performance hereunder until such time as the Trust cures the default and the P-OEM may seek specific performance of the Plan, the PSAN PI/WD Trust Agreement or the TDP.

If the Trust disputes the occurrence or continuation of any default hereunder, the parties agree that the Trust may seek relief on an emergency basis from the appropriate court pursuant to section 4.3, provided that the P-OEM receives advance written notice of the relief sought and an opportunity to be heard.

## 4. GENERAL PROVISIONS

### 4.1. Notices.

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sentence shall be resolved in accordance with section 8.13 of the Trust Agreement. In cooperating with a request as provided herein, the P-OEM does not waive (i) any work product, attorney-client, or other applicable privileges, (ii) any applicable confidentiality protections and (iii) any objections on relevancy or discovery scope.

Any notices or other communications required or permitted hereunder shall be in writing and shall be delivered by email, overnight courier, hand delivery or facsimile to:

If to the Trust through the Trustee:

Eric D. Green, Trustee  
Resolutions, LLC  
125 High Street  
Boston, MA 02110  
Telephone: 617-556-0800

with a copy to (which alone shall not constitute notice):

David J. Molton  
Brown Rudnick LLP  
Seven Times Square  
New York, NY 10036  
Telephone: 212-209-4822  
Email: [dmolton@brownrudnick.com](mailto:dmolton@brownrudnick.com)

with a copy to the Future Claimants' Representative:

Roger Frankel  
Future Claimants' Representative  
for the PSAN PI/WD Trust  
2500 South Ocean Boulevard  
Palm Beach, FL 33480  
Telephone: (202) 309-1110  
E-mail: [rfrankel@frankelwyron.com](mailto:rfrankel@frankelwyron.com)

with a copy (which alone will not constitute notice) to:

Richard H. Wyron  
Frankel Wyron, LLP  
Suite 800  
2101 L Street, NW  
Washington, DC 20030  
Telephone: (202) 367-9127  
E-mail: [rwyron@frankelwyron.com](mailto:rwyron@frankelwyron.com)

with a copy to the PSAN PI/WD Trust Advisory Committee:

[XXXX]

If to the P-OEM:

Catherine M. McEvelly  
Honda North America, Inc.  
Vice President & General Counsel  
Law Department  
Mail Stop 300-2-1D  
700 Van Ness Avenue  
Torrance, CA 90501-1486  
Telephone: (310) 781-4522  
cathy\_mcevilly@hna.honda.com

with a copy to (which alone will not constitute notice):

Michael C. Andolina  
Sidley Austin LLP  
One South Dearborn  
Chicago, IL 60603  
Telephone: (312) 853-7030  
mandolina@sidley.com

-and-

Jessica C. Knowles Boelter  
Sidley Austin LLP  
787 Seventh Avenue  
New York, NY 10019  
Telephone: (212) 839-7369  
jboelter@sidley.com

Any notice required or permitted to be provided under this Agreement shall be in writing, sent by overnight carrier for next day delivery, and deemed given one (1) business day after the notifying party delivers the written notice to an overnight carrier, with a copy sent to the recipient by email on the date set forth on the notice. The notice addresses and contact information set forth in this section 4.1 may be modified by delivering notice in accordance with the terms of this Agreement.

#### 4.2. Entire Agreement.

The entire agreement of the parties relating to the subject matter of this Agreement is contained herein, and this Agreement shall supersede any prior oral or written agreements concerning the subject matter hereof. In the event of any inconsistency between this Agreement, the Plan, the Trust Agreement, and the TDP, this Agreement shall control.

#### 4.3. Governing Law.

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware without giving effect to its principles of conflicts of law.

The parties mutually agree that the Bankruptcy Court, or the U.S. District Court for the District of Delaware after all of the Debtors' chapter 11 cases are closed or if the Bankruptcy Court otherwise declines to exercise jurisdiction, shall retain jurisdiction to enforce and effectuate this Agreement, and the parties consent to personal jurisdiction and venue in the Bankruptcy Court, or the U.S. District Court for the District of Delaware after all of the Debtors' chapter 11 cases are closed or if the Bankruptcy Court otherwise declines to exercise jurisdiction.

4.4. Reserved.

4.5. Amendments.

This Agreement may be amended or modified only by a written instrument signed by all parties to this Agreement and only with the consent of the FCR and the TAC (such consent not to be unreasonably withheld, delayed or conditioned).

4.6. Enforceability.

To the extent that any provision of this Agreement may be held to be invalid or legally unenforceable by a court of competent jurisdiction, the parties agree that the remaining provisions of this Agreement shall not be affected and shall be given full force and effect; provided, however that if any court determines that any portion of (a) the Channeling Injunction or related release provisions in the Plan or Confirmation Order are invalid or legally unenforceable as such provisions pertain to the P-OEM and Protected Parties related to the P-OEM, or (b) the PSAN PI/WD Trust Agreement or the TDP are invalid or legally unenforceable and such determination materially increases the P-OEM's payment obligations hereunder, then, at the election of the P-OEM, the P-OEM may decide to terminate this Agreement. If this Agreement is terminated pursuant to this section 4.6, the P-OEM shall pay in accordance with the provisions set forth herein all amounts due with respect to P-OEM Claims pending before the Trust, the provisions of footnote 3 shall control and the provisions of the Plan, the Trust Documents and the Confirmation Order and any other orders of any Court solely as such grant or implement the Channeling Injunction provided for in section 10.7 of the Plan and in the Confirmation Order and the releases provided for in section 10.6(c) of the Plan (and in the respective provisions of the Confirmation Order), shall immediately terminate solely with respect to such provisions and the Channeling Injunction and releases provided thereby, and shall be of no force or effect, as to the P-OEM and all of the P-OEM's affiliates and subsidiaries (including any directors and officers and any other person or entity related to the P-OEM that became a Protected Party as defined in the Plan), without the need for further action by the Bankruptcy Court, any other court or the Trust.

4.7. Assignment.

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns; provided that no party hereto may assign this Agreement without the express prior written consent of the other party, the FCR and the TAC. The P-OEM shall remain fully liable for all obligations under this Agreement notwithstanding any permitted assignment hereof. The FCR and the TAC are express third

party beneficiaries of this Agreement with the right to enforce the provisions of this Agreement directly against the P-OEM.

4.8. Authority.

The Participating OEM represents and warrants that the individuals executing this Agreement are authorized to enter into this Agreement on behalf of the Participating OEM.

4.9. Interpretation.

The parties hereto have participated jointly in this negotiation and drafting of the Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if jointly drafted by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

4.10. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but such counterparts shall together constitute one and the same instrument. Facsimile or electronic signatures shall be deemed originals.

4.11. Funding Obligations Termination.

All obligations of the P-OEM to fund any additional amounts hereunder shall cease on the earlier to occur of (i) the last day of the calendar quarter following the quarter in which the last P-OEM Claim against the P-OEM has been liquidated as determined by the Trustee (after the Trustee consults with the FCR, the TAC and the OAC) and all outstanding P-OEM Expenses have been paid, and (ii) the termination of the Trust (the "Termination Date"), provided that, after the Termination Date, the P-OEM shall remain obligated to fund obligations incurred hereunder prior to the Termination Date (and any applicable interest shall continue to accrue on such outstanding amounts following the Termination Date as provided under this Agreement).

*[SIGNATURE PAGE FOLLOWS]*

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2018.

Takata Airbag Tort Compensation Trust Fund

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

American Honda Motor Co., Inc. and Honda Motor Co., Ltd. as P-OEM

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Solely with respect to specific acknowledgements and rights hereunder:

Future Claimants' Representative

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

PSAN PI/WD Trust Advisory Committee

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT O-1**

**Redline of Participating OEM Contribution Agreement**

## **PARTICIPATING OEM CONTRIBUTION AGREEMENT<sup>1</sup>**

This ~~PSAN PI/WD-Participating OEM~~ Contribution Agreement (the ~~is~~ “Agreement”) is dated as of [      ], 2018 and effective as of [ the Effective Date ]<sup>2</sup>, ~~between [Insert Name], as a (as defined below) between American Honda Motor Co., Inc. and Honda Motor Co., Ltd., as the~~ Participating OEM ~~(hereunder (together,~~ the “P-OEM”), and the PSAN PI/WD Trust, ~~to be named and referred to as the Takata Airbag Tort Compensation Trust Fund (the “Trust”),~~ a qualified settlement fund created ~~pursuant to the Fourth in accordance with the Fifth~~ Amended Joint Chapter 11 Plan of Reorganization of TK Holdings Inc. and Its Affiliated Debtors (as has become effective, the “Plan”). All capitalized terms not otherwise defined herein shall have their respective meanings as set forth in the PSAN PI/WD Trust Agreement (as defined in the Plan) and such definitions are incorporated herein by reference.

WHEREAS, on June 25, 2017 (the “Petition Date”), each of the Debtors commenced cases under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (as amended, the “Bankruptcy Code”) by filing voluntary petitions for relief with the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”);

WHEREAS, pursuant to the terms of the Plan, Eric D. Green (~~the “Trustee”~~) has been appointed as the initial trustee of the Trust (such initial trustee and any successor trustee appointed in accordance with the terms of the PSAN PI/WD Trust Agreement, the “Trustee”);

WHEREAS, the Debtors and ~~/or~~ the P-OEM ~~has~~ve been ~~or may be~~ named as defendants in personal-injury and ~~/or~~ wrongful-death actions seeking recovery for damages allegedly caused by defective PSAN (as defined in the Plan) inflators;

WHEREAS, the Plan calls for the creation of the ~~PSAN PI/WD~~-Trust and the assumption by the ~~PSAN PI/WD~~-Trust of all liability for, among other things, all P-OEM Claims (as defined in the ~~PSAN PI/WD~~-TDP) asserted against the P-OEM;

WHEREAS, the Plan was confirmed by the Bankruptcy Court on February 21, 2018 and became effective on           , 2018 (the “Effective Date”);

WHEREAS, pursuant to the Plan, the P-OEM is to contribute certain funds to the ~~PSAN-PI/WD~~-Trust for payment of (1) the PSAN PI/WD Top-Up Amounts (as defined in the Plan), which shall be utilized solely in the manner specified in this Agreement, section 5.10~~{(g)}~~ of the Plan, the PSAN PI/WD Trust Agreement and the ~~PSAN-PI/WD~~-TDP to satisfy P-OEM Claims against the P-OEM that are allowed in accordance with the ~~PSAN-PI/WD~~-TDP, and (2) P-OEM Expenses (as defined herein); and

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<sup>1</sup>~~The Participating OEM Contribution Agreement is still undergoing continuing negotiation and review by the TCC, FCR, OEM Customer Group and Special Master. The parties reserve all rights with respect to this Agreement.~~

<sup>2</sup>~~[Date to be adjusted based upon timing of P-OEM opt-in to Channeling Injunction.]~~



~~WHEREAS, the Trustee and the P-OEM have agreed to the confidential schedule attached hereto as Exhibit A (the “Base Payment Schedule”), which provides the parties’ estimate of the aggregate Net Liquidated Value (as defined herein) of P-OEM Claims to be paid by the PSAN PI/WD Trust for each calendar quarter (the amount assigned to each quarter, the “Base Claim Amount”) commencing on the effective date of this Agreement through and including June 30, 2019<sup>3</sup>; and~~

WHEREAS, the Trustee and the P-OEM are entering into this Agreement to establish the means by which the P-OEM will contribute amounts to the ~~PSAN PI/WD~~ Trust.

NOW, THEREFORE, it is hereby agreed as follows:

## **1. PAYMENT OF PSAN PI/WD TOP-UP AMOUNTS**

### 1.1. Net Liquidated Value.

For purposes of this Agreement, “Net Liquidated Value” means the final claim award amount determined pursuant to the ~~PSAN PI/WD~~ TDP, whether through the claims process or the tort system, of a P-OEM Claim against the P-OEM after reduction for (i) the amount to be paid by the ~~PSAN PI/WD~~ Trust to the holder of such P-OEM Claim on account of (a) such holder’s TD Claim (as defined in the TDP and subject to section 2.4 of the PSAN PI/WD Trust Agreement) and (b) any PSAN PI/WD Insurance Proceeds received by the ~~PSAN PI/WD~~ Trust that ~~may be~~ are allocated to such P-OEM Claim, ~~in accordance with the PSAN PI/WD Trust Agreement~~ and (ii) the amount, if any, of distributions received by the holder of such P-OEM Claim from the DOJ PI/WD Restitution Fund, with such amounts described in clauses (i)(b) and (ii) ~~being~~ determined as of the time ~~such P-OEM Claim is liquidated pursuant to the PSAN PI/WD TDP. The PSAN PI/WD the P-OEM makes a payment to the Trust on account of such claim in accordance with this Agreement. The~~ Trust shall liquidate P-OEM Claims in the manner set forth in the ~~PSAN PI/WD~~ TDP and the PSAN PI/WD Trust Agreement.

### ~~1.2. Quarterly Accounting.~~

### 1.2. Payment of PSAN PI/WD Top-Up Amounts.

On the effective date hereof, the P-OEM shall pay the Trust ten million dollars (\$10,000,000) (the “P-OEM Reserve”). Such payment shall be made by wire transfer of immediately available funds to a segregated account established by the Trustee solely to hold the P-OEM Reserve, and any such amounts paid by the P-OEM shall not be commingled with any other funds contributed to the Trust. The Trust may utilize the P-OEM Reserve solely in the manner set forth in section 1.3 of this Agreement.

<sup>3</sup> ~~{Date to be adjusted based upon timing of P-OEM’s opt in to Channeling Injunction, but should include at least one year plus any stub calendar quarter.}~~

~~No~~ Thereafter, no later than ~~thirty ten~~ (30)10 calendar days after the conclusion of each calendar ~~quarter~~ month, the ~~PSAN PI/WD~~-Trust shall provide the P-OEM with a confidential, written accounting (the "Quarterly Monthly Accounting") of the P-OEM Claims asserted with respect to the P-OEM that were ~~paid~~ liquidated in accordance with the TDP and received a final claim award during the prior calendar ~~quarter~~ (the "Quarterly Reporting Period") month. With respect to each P-OEM Claim, the Quarterly Monthly Accounting shall include the name of the Claimant, Injury Type, (each as defined in the TDP), final claim award amount, Net Liquidated Value for each such P-OEM Claim (including the calculation thereof), whether the Trust expects any future distributions on account of such P-OEM Claim from any source, and whether a scheduled ~~or "IR" process~~ value, an Individual Review Process (as defined in the TDP) or a tort system resolution was applicable to such ~~Claim~~ P-OEM Claim. In addition, the Monthly Accounting shall identify the P-OEM Claims against the P-OEM that remain pending at the conclusion of the calendar month, if any, and the current status of such P-OEM Claims. The Trust is authorized to disclose, on a confidential basis, the Monthly Accounting to the FCR.

~~In addition, the Quarterly Accounting shall include (a) a calculation of the Adjusted Base Claim Amount for the next Quarterly Payment Period (as defined below), (b) a detailed reconciliation of any payments made by the Trust to holders of P-OEM Claims against the P-OEM to the Base Claim Amount for the Quarterly Reporting Period, (c) an estimate of P-OEM Claims against the P-OEM expected to be paid during the next Quarterly Payment Period, and (d) a reconciliation of such amounts to the Base Claim Amounts applicable to such Quarterly Payment Period (the "Future Base Claim Reconciliation"). If the Future Base Claim Reconciliation provides that expected P-OEM Claims against the P-OEM to be paid during such Quarterly Payment Period are greater than the Base Claim Amount for such period ("Expected Base Claim Underfunding"), the Quarterly Accounting shall be accompanied by a detailed, claim-by-claim analysis of the basis for the Expected Base Claim Underfunding.~~

#### ~~1.3. Adjusted Base Claim Amount:~~

~~Each quarterly payment made by the P-OEM pursuant to section 1.4 below shall be calculated by (a) first, subtracting from the Base Claim Amount for the Quarterly Payment Period (as defined below) an amount equal to (i) the amount paid by the P-OEM for the Quarterly Reporting Period, minus (ii) the P-OEM Claims against the P-OEM paid by the PSAN-PI/WD Trust for the Quarterly Reporting Period; and (b) second, adding to such amount the Expected Base Claim Underfunding, if any, for the Quarterly Payment Period. The resulting amount is referred to herein as the "Adjusted Base Claim Amount" and shall be calculated in accordance with Exhibit B hereto; provided, however, that the Adjusted Base Claim Amount shall not include the initial payment, if any, required to be made by the P-OEM pursuant to section 6.4(b) of the PSAN PI/WD TDP, but shall include any subsequently scheduled payments on account of such P-OEM Claim.~~

#### ~~1.4. Payment Schedule:~~

~~On the effective date hereof, the P-OEM shall pay the Base Claim Amount for the first two full quarterly periods (and any initial stub quarterly period). Thereafter, commencing after receipt of the first Quarterly Accounting for the first Quarterly Reporting Period, the P-OEM shall pay in full the Adjusted Base Claim Amount calculated for the second quarterly period following the Quarterly Reporting Period (the "Quarterly Payment Period"). For example, if the Quarterly Reporting Period is the first quarter, the Quarterly Payment Period shall be the third quarter; if the Quarterly Reporting Period is the sixth quarter, the Quarterly Payment Period shall be the eighth quarter. The P-OEM shall make such payment within thirty (30) calendar days (the "Quarterly Payment Date") of receipt of the Quarterly Accounting; provided, however, that with respect to the initial payment, if any, required to be made by the P-OEM pursuant to section 6.4(b) of the PSAN PI/WD TDP, the P-OEM shall be required to pay such amount (after taking into account the Net Liquidated Value of such P-OEM Claim) in accordance with the time period established in section 6.4(b) of the PSAN PI/WD TDP and not on the Quarterly Payment Date.~~

~~Any payments pursuant to this section 1.4~~ Except as provided in section 1.3 herein and unless otherwise extended by the Trustee in his or her discretion, no later than fourteen (14) calendar days after receipt of the Monthly Accounting (the "Payment Deadline"), the P-OEM shall pay the Trust the aggregate Net Liquidated Value of the P-OEM Claims that were liquidated during the prior calendar month as set forth in the Monthly Accounting. Such payment shall be made by wire transfer of immediately available funds to a segregated account established by the Trustee solely to hold amounts contributed to the PSAN PI/WD Trust by the P-OEM for payment of liquidated P-OEM Claims against the P-OEM the Net Liquidated Value of P-OEM Claims against the P-OEM and P-OEM Expenses (the "P-OEM Account"), and any such amounts paid by the P-OEM shall not be commingled with any other funds contributed to the PSAN PI/WD Trust. In addition, no amounts paid by the P-OEM shall be utilized to pay any other costs, in whole or in part expenses or liabilities of the Trust that are not attributable to the administration and payment of the P-OEM Claims against the P-OEM, including, without limitation, administrative expenses or claims asserted with respect to any other manufacturer's vehicles. For this purpose, the Trustee shall designate to the P-OEM, not later than two (2) business days prior to the date specified for any payment required to be made under this Agreement, the account to which such payment is to be made and wire instructions therefor. Notwithstanding the foregoing, the Trustee may invest PSAN PI/WD Top-Up Amounts in accordance with the Investment Guidelines of the PSAN PI/WD Trust Agreement in the discretion of the Trustee as and to the extent the Trustee determines that such investments are advisable under the circumstances.

If any date on which a payment is due shall fall on a Saturday, Sunday or day on which banks in New York, New York, are permitted or required to be closed, then the payment due on such date shall be payable on the next calendar day that is not a Saturday, Sunday or day on which banks in New York, New York, are permitted or required to be closed.

The ~~Parties~~ parties hereto and the FCR and TAC acknowledge and agree that, except for the payments set forth in Articles 1 and 2 of this Agreement, the P-OEM has no obligation hereunder or under the Plan, PSAN PI/WD Trust Agreement, ~~PSAN PI/WD TDP~~ or other ~~PSAN~~

~~PI/WD Trust Documents to make any~~ Trust Documents, other than (i) its share of Consenting OEM Contributions as set forth and defined in the Plan and (ii) the payment of any costs and expenses the P-OEM may be obligated to pay as a member of the OAC pursuant to sections 6.5 and 6.6 of the PSAN PI/WD Trust Agreement and section 9.5(c) of the TDP, to make any additional payments with respect to a TD Claim or DOJ PI/WD Restitution Fund claim, and any payments made by the P-OEM under this Article 1 shall only be applied to satisfy ~~compensable~~ P-OEM Claims against the P-OEM ~~that are compensable pursuant to the TDP.~~

### 1.3. Use of P-OEM Reserve.

If the P-OEM fails to pay its obligations under section 1.2 herein by the Payment Deadline (including any extension thereof), on the first calendar day following the Payment Deadline, the Trust may apply a portion or all of the P-OEM Reserve to the missed payment in an amount that is equal to the missed payment. In addition, commencing on the first calendar day after the Payment Deadline, the missed payment amount shall begin to accrue interest at a rate of 10% per annum until such time as the P-OEM satisfies its payment obligations with respect to such missed payment amount. At such time as the P-OEM makes the missed payment, the Trust will utilize such funds first to replenish the P-OEM Reserve, provided the Channeling Injunction (as defined in the Plan) and/or the releases provided for in section 10.6(c) of the Plan have not terminated in accordance with section 3.1 herein.

Provided the P-OEM timely makes all payments required hereunder by the applicable deadline, including any extensions that may be granted by the Trust, amounts held in the P-OEM Reserve shall be reduced as follows. On the sixth (6th) anniversary of the effective date of this Agreement, fifty percent (50%) of the funds in the P-OEM Reserve shall be released from the P-OEM Reserve, deposited in the P-OEM Account and thereafter applied to the P-OEM's payment obligations under sections 1.2 and 2.3 of this Agreement as such obligations become due and payable as provided herein. On the seventh (7th) anniversary of the effective date of this Agreement, fifty percent (50%) of the funds remaining in the P-OEM Reserve shall be released from the P-OEM Reserve, deposited in the P-OEM Account and thereafter applied to the P-OEM's payment obligations under sections 1.2 and 2.3 of this Agreement, as such obligations become due and payable as provided herein. On the eighth (8th) anniversary of the effective date of this Agreement, all funds remaining in the P-OEM Reserve shall be released, deposited in the P-OEM Account and thereafter applied to the P-OEM's payment obligations under sections 1.2 and 2.3 of this Agreement, as such obligations become due and payable as provided herein. If the P-OEM does not timely make any payment as required by this Agreement, the parties shall negotiate in good faith an alternative schedule for the full reduction of the P-OEM Reserve prior to the termination of the funding obligations under this Agreement pursuant to section 4.11.

All amounts from the P-OEM Reserve applied to the P-OEM's payment obligations pursuant to this subsection shall be applied first to any outstanding P-OEM payment obligations under section 1.2 of this Agreement (including any interest accrued thereunder pursuant to section 1.3 of this Agreement), second to any outstanding payment obligations under section 2.3 of this Agreement and third to any future P-OEM payment obligations under sections 1.2 and 2.3

of this Agreement as they become due and payable. Notwithstanding the foregoing, all amounts in the P-OEM Reserve may be invested in accordance with the Investment Guidelines of the PSAN PI/WD Trust Agreement in the discretion of the Trustee as and to the extent the Trustee determines that such investments are advisable under the circumstances.

~~1.5. Base Payment Schedule.~~

~~Commencing no later ninety (90) calendar days prior to the last day of any Base Payment Schedule, the Trustee and P-OEM shall negotiate in good faith a Base Payment Schedule for the subsequent annual period. If the Trustee and P-OEM are unable to reach agreement on a subsequent Base Payment Schedule by the sixtieth (60th) calendar day prior to the last day of the Base Payment Schedule then in effect, the dispute shall be resolved in accordance with the dispute resolution procedures set forth in Section 9.13 of the PSAN PI/WD Trust Agreement.~~

~~1.4. 1.6. Subsequent Recoveries on P-OEM~~ Subsequent Recoveries on P-OEM Claims.

If ~~the a~~ Claimant has not received a recovery from the DOJ PI/WD Restitution Fund as of the effective date of the liquidation of the Claimant's P-OEM Claim, the ~~PSAN PI/WD~~ Trust shall require such Claimant, in order to receive payment on account of the ~~POEM Top-Up Amount, P-OEM Claim~~ from the ~~PSAN PI/WD~~ Trust, to assign the right to receive proceeds on account of such Claimant's claim, if any, against the DOJ PI/WD Restitution Fund ~~to the P-OEM and shall acknowledge the P-OEM's sole and exclusive right to seek a payment from the DOJ PI/WD Restitution Fund~~ on account of such P-OEM Claim to the P-OE<sup>4</sup>M. Such assignment shall only become effective when such Claimant receives payment on his or her P-OEM Claim from the Trust, and the assignment agreement pertaining thereto shall be in a form that is mutually acceptable to the parties hereto.

~~If, Furthermore, if,~~ after payment in full by the P-OEM to the Trust of the Net Liquidated Value of any P-OEM Claim, the ~~PSAN PI/WD~~ Trust receives any PSAN PI/WD Insurance Proceeds or other amounts that the Trustee determines, in his discretion, shall be allocable to such claim pursuant to the ~~PSAN PI/WD~~ TDP and PSAN PI/WD Trust Agreement, the ~~PSAN PI/WD~~ Trust shall remit credit any such amounts to the P-OEM's next payment obligation hereunder within thirty (30) calendar days of the date ~~of such receipt~~ the Trustee determines the allocation.

## **2. FUNDING OF ADMINISTRATIVE EXPENSES**

### 2.1. P-OEM Expenses.

The P-OEM shall pay, in accordance with the terms hereof, the incremental costs and expenses specifically incurred by the ~~PSAN PI/WD~~ Trust in connection with the processing, consideration and liquidation of P-OEM Claims asserted against P-OEM ~~(the "P-OEM~~

<sup>4</sup> ~~[Assignment and subrogation issues under review.]~~

Expenses) including any and all costs and expenses associated with defending any such P-OEM Claims in the tort system (the “P-OEM Expenses”).<sup>1</sup> The P-OEM Expenses shall not include any cost or expense incurred by the Trust for administration of the Trust or the noticing, review, analysis, processing, liquidation or distribution of any TD Claims or any P-OEM Claims asserted against any other Participating OEM that is not the P-OEM party to this Agreement. Other than the payment of (a) the P-OEM Expenses solely as set forth herein, ~~and payment of the Adjusted Base Claim Amounts~~ (b) the amounts set forth in Article 1 herein, (c) the P-OEM’s share of Consenting OEM Contributions as set forth in the Plan, and (d) the payment of any costs and expenses the P-OEM may be obligated to pay as a member of the OAC pursuant to sections 6.5 and 6.6 of the PSAN PI/WD Trust Agreement and section 9.5(c) of the TDP, the P-OEM shall have no obligation to pay any other costs or expenses associated with the ~~PSAN PI/WD~~-Trust.

Except as otherwise agreed ~~with~~ by the P-OEM and the Trustee, the P-OEM shall pay P-OEM Expenses incurred ~~solely~~ in accordance with the Budget ~~(as defined in the PSAN PI/WD Trust Agreement)~~. The Trustee shall undertake to manage P-OEM Expenses in accordance with the Budget, with the goal of not exceeding 110% of the amount set out in the Budget for P-OEM Expenses in any fiscal year, absent reasonably unforeseen circumstances.

## 2.2. Expense Statement.

Together with the ~~Quarterly~~ Monthly Accounting, the ~~PSAN PI/WD~~-Trust shall submit to the P-OEM an itemized statement (“Expense Statement”) setting forth, on a line item basis, the amount of expenditures the ~~PSAN PI/WD~~-Trust ~~paid~~ invoiced during the ~~Quarterly Reporting Period~~ prior month that constitute P-OEM Expenses (the “Invoiced Expenses”), a reconciliation of such expenses to the Budget ~~and to any amounts previously paid by the P-OEM with respect to P-OEM Expenses~~, the anticipated P-OEM Expenses, if any, that ~~shall~~ are expected to become due during the ~~then current quarterly period~~ (the “Expected P-OEM Expenses”) subsequent month and the amount of funds remaining in the P-OEM ~~Expense~~-Account that are allocated to P-OEM Expenses at the conclusion of the ~~Quarterly Reporting Period~~ month (the “Expense Account Balance”). The Trust is authorized to disclose, on a confidential basis, any Expense Statement to the FCR.

## 2.3. Payment Schedule.

<sup>1</sup> P-OEM Expenses shall include post-Effective Date fees and costs associated with the (1) P-OEM Claim appeals process; (2) FCR conference; (3) tort system opt-out defense and process; (4) administration costs related to P-OEM Claim payments; and (5) incremental expenses related to P-OEM Claims (i.e., expenses above those incurred by the Trust in connection with the review, analysis, administration, determination and/or payment of IRF and TD Claims related to the same incident). The P-OEM and Trustee shall discuss a mechanism for determining such incremental expenses, whether as a percentage of expenses incurred in connection with the overall valuation of a P-OEM Claim or otherwise. If the P-OEM and Trustee cannot agree on an appropriate mechanism, the dispute shall be resolved in accordance with section 8.13 of the Trust Agreement.

On the effective date of this Agreement, the P-OEM shall transfer to ~~a segregated account established by the PSAN PI/WD Trust for purposes of funding the~~ P-OEM Expenses (the "~~P-OEM Expense~~ Account") ~~the amount of \$[500,000].~~

~~Thereafter, unless disputed in accordance with section 2.4 herein, on the Quarterly Payment Date, the P-OEM shall pay an amount equal to (the "Net Expense Amount") (a) the Expected P-OEM Expenses, (b)(i) if the Expense Account Balance is greater than \$[250,000], minus an amount equal to the Expense Account Balance minus \$[250,000], or (ii) if the Expense Account Balance is less than \$[250,000], plus an amount equal \$[250,000] minus the Expense Account Balance.—~~ Thereafter, on or before each Payment Deadline, the P-OEM shall pay an amount equal to the amount the Expense Account Balance is expected to be less than \$250,000, if at all, after payment of the Invoiced Expenses (the "Expense Top-Up").<sup>2</sup>

The P-OEM shall pay the ~~Net-Expense Amount-Top-Up, if any,~~ by wire transfer of immediately available funds to ~~such segregated account or accounts as shall be established by PSAN PI/WD Trustee at any time, and from time to time, to hold amounts contributed to the PSAN PI/WD Trust to pay P-OEM Expenses (the "P-OEM Expense Account").~~ For this purpose, the ~~the~~ P-OEM Account. Although the Expense Top-Up shall be deposited in the P-OEM Account, the Trust shall separately allocate, track and account for the Expense Account Balance and shall utilize such funds (including the initial \$500,000 payment made pursuant to this section 2.3) solely for the payment of the P-OEM Expenses. The Trustee shall designate to the P-OEM, not later than ~~forty-eight two (482) hours-business days~~ business days prior to the date specified for ~~any contribution, the P-OEM Expense Account (together with appropriate~~ the payment of the Expense Top-Up, the account to which such payment is to be made and ~~wire instructions) to which such contribution is to be made therefor.~~ or required If any date on which a payment is due shall fall on a Saturday, Sunday or day on which banks in New York, New York, are permitted or required to be closed, then the payment due on such date shall be payable on the next calendar day that is not a Saturday, Sunday or day on which banks in New York, New York, are permitted or required to be closed.

~~Notwithstanding any provision contained herein, the P-OEM may prepay the P-OEM Expenses at any time based upon the expected Net Expense Amount set forth in the Budget.~~

<sup>2</sup> After the fifth (5th) anniversary of the Effective Date of this Agreement, the Trustee, FCR and P-OEM agree to discuss the minimum amount required in the Expense Account Balance and to modify the Expense Top-Up if appropriate, with a goal of limiting residual expense funds remaining at the termination of the Trust.

## 2.4. Expense Disputes.

The P-OEM shall provide to the ~~PSAN PI/WD~~ Trustee written notice of any good faith dispute ~~to the Net regarding the Invoiced Expenses or the~~ Expense ~~Amount Top-Up~~ no later than five ~~business~~ (5) business days after ~~receipt of~~ receipt of the Expense Statement (the “Objection Deadline”). In the event a written objection is received by the ~~PSAN PI/WD~~ Trustee on or by the Objection Deadline, the Trustee shall provide the P-OEM with copies of reasonably detailed invoices supporting the P-OEM Expenses. The P-OEM and Trustee (or their designees) shall meet within fifteen (15) calendar days of the delivery of such supporting documentation to resolve the objection. If the objection is not resolved within thirty (30) calendar days after the Trustee’s receipt of a written objection from the P-OEM, the objection shall be resolved in accordance with the dispute resolution procedures set forth in ~~S~~ section 9.13-8.13 of the PSAN PI/WD Trust Agreement. All fees, costs and expenses incurred in connection with resolving an objection from the P-OEM, including those of the ~~PSAN PI/WD~~ Trust or the Trustee, shall be paid by the P-OEM. The pendency of a dispute shall not affect, unless excuse or delay the P-OEM’s obligation under section 2.3 to pay the Expense Top-Up by the Payment Deadline. In the event that the dispute is resolved in favor of, in whole or in part, in favor of the P-OEM, the disputed amount resolved in the P-OEM’s favor shall be credited to the next Expense Top-Up to be paid by the P-OEM.

## 3. DEFAULT PROVISIONS

### 3.1. Default by P-OEM.

~~Provided that the PSAN PI/WD Trustee and the PSAN PI/WD Trust comply with each of their obligations set forth herein, in the PSAN PI/WD Trust Agreement and the PSAN PI/WD TDP, if~~ If the P-OEM fails to make any payment required by this Agreement as of the date such payment is required under this Agreement ~~(which shall be deemed to be the date any dispute with respect to any disputed payment is resolved), the P-OEM shall then, and such failure to~~ make a payment is not cured by the Cure Deadline (as defined below), then the P-OEM shall be in default of its obligations under this Agreement and under the PSAN PI/WD Trust Agreement, provided that a default shall not arise if a P-OEM is excused from performing its obligations hereunder pursuant to section 3.3 of this Agreement.

The Trustee shall provide the P-OEM with written notice of any such default (a “Default Notice”), and the P-OEM shall have fifteen (15) business days after receipt of a Default Notice to cure any such default, unless such period has been extended by the Trustee or a court of competent jurisdiction. If the P-OEM fails to timely cure the default within fifteen (15) business days after receiving a Default Notice from the Trustee, as may be extended by the Trustee or by court order (the “Cure Deadline”), then the provisions of the Plan, the Trust Documents and the Confirmation Order (as defined in the Plan) and any other orders of any Court ~~granting or implementing solely as such grant or implement~~ the Channeling Injunction ~~and the Releases~~ provided for in ~~the Plan~~ section 10.7 of the Plan and in the Confirmation Order and the releases provided for in section 10.6(c) of the Plan (and in the respective provisions of the Confirmation



Order), shall immediately terminate solely with respect to such provisions, and shall be of no force or effect, as to the P-OEM and all of the P-OEM's affiliates and subsidiaries (including any directors and officers and any other person or entity related to the P-OEM that became a Protected Party as defined in the Plan), without the need for further action by the Bankruptcy Court, any other court or the ~~PSAN PI/WD~~ Trust.<sup>3</sup>

~~If the PSAN PI/WD Trustee and the PSAN PI/WD Trust have failed to comply with any of their obligations set forth herein, in the PSAN PI/WD Trust Agreement or the PSAN PI/WD TDP, the P-OEM shall provide the PSAN PI/WD Trust with written notice of any such default, and the PSAN PI/WD Trust shall have fifteen (15) business days after receipt of such notice to cure any such default. If the PSAN PI/WD Trust fails to timely cure the default, the P-OEM is~~

<sup>3</sup> In such instance, all Claimants with pending P-OEM Claims subject to the Channeling Injunction, pending P-OEM Claims in litigation pursuant to the opt out provisions of section 6.4 of the TDP, and any future Claimants with P-OEM Claims will be allowed to pursue such PSAN PI/WD Claim(s) in the tort system pursuant to the applicable laws of the appropriate jurisdiction. Similarly, the P-OEM will be allowed to defend any PSAN PI/WD Claims in the tort system pursuant to the applicable laws of the appropriate jurisdiction in which any such PSAN PI/WD Claim is filed. The provisions of section 6.4 of the TDP shall have no force or effect upon any Claimant or P-OEM litigating in the tort system in the event of termination of the Channeling Injunction and the parties will be placed in the same position that each was in at the Effective Date. Any applicable statute of limitations will be deemed tolled as a matter of law from August 16, 2017 or the date of the underlying incident (whichever is later) until ninety (90) days after the date of termination of the Channeling Injunction. The P-OEM will not assert any applicable statute of repose for those claims filed with the Trust before the termination of the Channeling Injunction.

In addition, during the pendency of the Channeling Injunction, the P-OEM shall continue to preserve any and all documents, information, and electronically stored information (as those terms are defined under the Federal Rules of Civil Procedure (the "Federal Rules") and applicable case law), data, testing, information, compilations, correspondence, communications, materials, records and writings collected since September 2014 for the Takata MDL, related state-court litigation, and state Attorneys General Takata PSAN litigation related to PSAN PI/WD Claims (the "P-OEM Litigation File") in accordance with what would have been the P-OEM's obligations under the Federal Rules if these claims were not channeled to the PSAN PI/WD Trust. The P-OEM shall also preserve all documents and information submitted by the P-OEM to NHTSA (as defined in the Plan) as part of the Takata Coordinated Remedy Program, concerning any Defect Investigation Report related to Takata PSAN inflators, or concerning a 49 C.F.R. 573 Defect and Noncompliance obligation of the P-OEM (the "P-OEM NHTSA File" and together with the P-OEM Litigation File, the "P-OEM Collection"). In the event of termination of the Channeling Injunction, a plaintiff may seek production of documents in the P-OEM Collection pursuant to the applicable rules of civil procedure of any court in which a PSAN PI/WD Claim is pending as described in section 3.1 herein. Any discovery related to the P-OEM Collection shall be governed by the applicable laws and privileges in the jurisdiction governing the underlying litigation. By maintaining the P-OEM Collection, the P-OEM does not waive any work product, attorney-client or other applicable privileges, does not waive any applicable confidentiality protections, nor does it waive any applicable objections to relevancy or discovery scope. If the Trustee determines a need for documents or information from the P-OEM Collection during the pendency of the Channeling Injunction, including as a result of a reasonable request by a Claimant as needed to prosecute their Claim as agreed to by the Trustee, the P-OEM agrees to reasonably cooperate with the Trustee's request. Any dispute with respect to the foregoing sentence shall be resolved in accordance with section 8.13 of the Trust Agreement. In cooperating with a request as provided herein, the P-OEM does not waive (i) any work product, attorney-client, or other applicable privileges, (ii) any applicable confidentiality protections and (iii) any objections on relevancy or discovery scope.

~~excused from performance hereunder until such time as the PSAN PI/WD Trust cures the default.~~

~~If either the PSAN PI/WD Trust, the PSAN PI/WD Trustee or the P-OEM dispute~~ If the P-OEM disputes the occurrence or continuation of any default hereunder, the ~~P~~parties agree that the ~~alleged defaulting party P-OEM~~ may seek relief on an emergency basis from ~~a court of competent jurisdiction~~ provided the non-defaulting party the appropriate court pursuant to section 4.3, provided that the Trust receives advance written notice of the relief sought and an opportunity to be heard.

### 3.2. Remedies if Default by the P-OEM.

In addition to (and not in lieu of) the remedies provided in ~~S~~section 3.1, if the P-OEM fails to timely cure a monetary default by the Cure Deadline, such P-OEM shall be liable to the ~~PSAN PI/WD Trust~~ for (i) all ~~due and~~ unpaid Adjusted Base Claim Amounts and Net Expense Amounts through the date amounts as of the Cure Deadline, plus interest on such amounts at a rate of ~~10%~~ 10% per annum, (ii) all amounts that may become due on account of P-OEM Claims ~~pending or resolved in the tort system as of the Cure Deadline~~ against the P-OEM that have been submitted to the Trust and future P-OEM Expenses relating to such P-OEM Claims, ~~unless the defense of and liability for such P-OEM Claims has been assumed by the P-OEM and the PSAN PI/WD Trust has no further liability with respect to such P-OEM Claims~~ including with respect to any P-OEM Claims pending or resolved in the tort system, plus interest on such amounts at the rate of 10% per annum from the date such amounts are due, (iii) all fees, costs and expenses reasonably incurred by the ~~PSAN PI/WD Trust~~ (including such fees, costs and expenses incurred after the Cure Deadline) relating to notifying Claimants that the P-OEM is no longer a Participating OEM under the terms of the Plan, the PSAN PI/WD Trust Agreement and this Agreement, and (iv) all fees, costs and expenses, including the fees, costs and expenses of attorneys and other advisors, reasonably incurred by or on behalf of the ~~PSAN PI/WD Trust~~ in connection with enforcing the obligations of the P-OEM under this Agreement (including the collection of any monetary payments which are in default).<sup>5</sup>

### 3.3. Default by Trust.

The Trust and the Trustee shall comply with each of their obligations set forth herein, in the Plan, PSAN PI/WD Trust Agreement and the TDP. If the Trustee and the Trust have failed to comply with any of their material obligations set forth herein, in the PSAN PI/WD Trust Agreement or the TDP, the P-OEM shall provide the Trust with written notice of any such default, and the Trust shall have fifteen (15) business days after receipt of such notice to cure any such default, unless such period has been extended by the P-OEM or a court of competent

<sup>5</sup> ~~[In order to be certain that all parties' rights are protected, parties will agree to mechanisms that ensure that the Trust, claimant and the P-OEM are not prejudiced as a result of the Channeling Injunction in the event of a default and termination with respect to the P-OEM.]~~

jurisdiction. If the Trust fails to timely cure the default within such fifteen (15) business day period, as may be extended by the P-OEM or court order, the P-OEM is excused from performance hereunder until such time as the Trust cures the default and the P-OEM may seek specific performance of the Plan, the PSAN PI/WD Trust Agreement or the TDP.

If the Trust disputes the occurrence or continuation of any default hereunder, the parties agree that the Trust may seek relief on an emergency basis from the appropriate court pursuant to section 4.3, provided that the P-OEM receives advance written notice of the relief sought and an opportunity to be heard.

#### **4. GENERAL PROVISIONS**

##### 4.1. Notices.

Any notices or other communications required or permitted hereunder shall be in writing and shall be delivered by email, overnight courier, hand delivery or facsimile to:

If to the ~~PSAN PI/WD~~-Trust through the Trustee:

~~{XXXX}~~

Eric D. Green, Trustee  
Resolutions, LLC  
125 High Street  
Boston, MA 02110  
Telephone: 617-556-0800

with a copy to: (which alone shall not constitute notice):

David J. Molton  
Brown Rudnick LLP  
Seven Times Square  
New York, NY 10036  
Telephone: 212-209-4822  
Email: dmolton@brownrudnick.com

~~{XXXX}~~

with a copy to the Future Claimants' Representative:

~~{XXXX}~~

Roger Frankel  
Future Claimants' Representative  
for the PSAN PI/WD Trust

[2500 South Ocean Boulevard](#)  
[Palm Beach, FL 33480](#)  
[Telephone: \(202\) 309-1110](#)  
[E-mail: rfrankel@frankelwyron.com](#)

with a copy [\(which alone will not constitute notice\)](#) to:

[Richard H. Wyron](#)  
[Frankel Wyron, LLP](#)  
[Suite 800](#)  
[2101 L Street, NW](#)  
[Washington, DC 20030](#)  
[Telephone: \(202\) 367-9127](#)  
[E-mail: rwyron@frankelwyron.com](#)

[with a copy](#) to the [PSAN PI/WD](#) Trust Advisory Committee:

[XXXX]

If to the P-OEM:

~~[XXXX]~~

[Catherine M. McEvilly](#)  
[Honda North America, Inc.](#)  
[Vice President & General Counsel](#)  
[Law Department](#)  
[Mail Stop 300-2-1D](#)  
[700 Van Ness Avenue](#)  
[Torrance, CA 90501-1486](#)  
[Telephone: \(310\) 781-4522](#)  
[cathy\\_mcevilly@hna.honda.com](#)

with a copy to: [\(which alone will not constitute notice\)](#):

[Michael C. Andolina](#)  
[Sidley Austin LLP](#)  
[One South Dearborn](#)  
[Chicago, IL 60603](#)  
[Telephone: \(312\) 853-7030](#)  
[mandolina@sidley.com](#)

[-and-](#)

[Jessica C. Knowles Boelter](#)

[Sidley Austin LLP](#)  
[787 Seventh Avenue](#)  
[New York, NY 10019](#)  
[Telephone: \(212\) 839-7369](#)  
[jboelter@sidley.com](mailto:jboelter@sidley.com)

~~{XXXX}~~

Any notice required or permitted to be provided under this Agreement shall be in writing, sent by overnight carrier for next day delivery, and deemed given one (1) business day after the notifying party delivers the written notice to an overnight carrier, with a copy sent to the recipient by email on the date set forth on the notice. The notice addresses and contact information set forth in this section 4.1 may be modified by delivering notice in accordance with the terms of this Agreement.

#### 4.2. Entire Agreement.

The entire agreement of the parties relating to the subject matter of this Agreement is contained herein, and this Agreement ~~and such documents~~ shall supersede any prior oral or written agreements concerning the subject matter hereof. In the event of any inconsistency between this Agreement ~~and~~ the Plan, the ~~Plan~~ Trust Agreement, and the TDP, this Agreement shall control.

#### 4.3. Governing Law.

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware without giving effect to its principles of conflicts of law.

The parties mutually agree that the Bankruptcy Court, or ~~such other court of competent jurisdiction after~~ the U.S. District Court for the District of Delaware after all of the Debtors' chapter 11 cases are closed or if the Bankruptcy Court otherwise declines to exercise jurisdiction, shall retain jurisdiction to enforce and effectuate this Agreement, and the parties consent to personal jurisdiction and venue in the Bankruptcy Court, or ~~such other court of competent jurisdiction after~~ the U.S. District Court for the District of Delaware after all of the Debtors' chapter 11 cases are closed or if the Bankruptcy Court otherwise declines to exercise jurisdiction.

#### 4.4. Reserved.

#### ~~4.4. Recital Provisions.~~

~~The recital provisions set forth at the beginning of this Agreement are expressly incorporated herein as terms and conditions of this Agreement.~~

#### 4.5. Amendments.

This Agreement may be amended or modified only by a written instrument signed by all parties to this Agreement and only with the consent of the ~~Future Claims Representative and the Trust Advisory Committee~~ FCR and the TAC (such consent not to be unreasonably withheld, delayed or conditioned).

#### 4.6. Enforceability.

To the extent that any provision of this Agreement may be held to be invalid or legally unenforceable by a court of competent jurisdiction, the parties agree that the remaining provisions of this Agreement shall not be affected and shall be given full force and effect; provided, however that if any court determines that any portion of (a) the Channeling Injunction or related release provisions in the Plan or Confirmation Order are invalid or legally unenforceable as such provisions pertain to the P-OEM and Protected Parties related to the P-OEM, or (b) the PSAN PI/WD Trust Agreement or the TDP are invalid or legally unenforceable and such determination materially increases the P-OEM's payment obligations hereunder, then, at the election of the P-OEM, the P-OEM may decide to terminate this Agreement. If this Agreement is terminated pursuant to this section 4.6, the P-OEM shall pay in accordance with the provisions set forth herein all amounts due with respect to P-OEM Claims pending before the Trust, the provisions of footnote 3 shall control and the provisions of the Plan, the Trust Documents and the Confirmation Order and any other orders of any Court solely as such grant or implement the Channeling Injunction provided for in section 10.7 of the Plan and in the Confirmation Order and the releases provided for in section 10.6(c) of the Plan (and in the respective provisions of the Confirmation Order), shall immediately terminate solely with respect to such provisions and the Channeling Injunction and releases provided thereby, and shall be of no force or effect, as to the P-OEM and all of the P-OEM's affiliates and subsidiaries (including any directors and officers and any other person or entity related to the P-OEM that became a Protected Party as defined in the Plan), without the need for further action by the Bankruptcy Court, any other court or the Trust.

#### 4.7. Assignment.

This Agreement ~~may not be assigned by any party~~ shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns; provided that no party hereto may assign this Agreement without the express prior written consent of the other party, the ~~Future Claims Representative~~ FCR and the ~~Trust Advisory Committee~~ TAC. The P-OEM shall remain fully liable for all obligations under this Agreement notwithstanding any permitted assignment hereof. ~~This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns. The Future Claims Representative and the Trust Advisory Committee~~ The FCR and the TAC are express third party beneficiaries of this Agreement with the right to enforce the provisions of this Agreement directly against the P-OEM.

#### 4.8. Costs.

~~Each party shall bear its own attorneys' fees and costs with respect to this Agreement.~~

4.8. Authority.

The Participating OEM represents and warrants that the individuals executing this Agreement are authorized to enter into this Agreement on behalf of the Participating OEM.

4.9. Interpretation.

The parties hereto have participated jointly in this negotiation and drafting of the Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if jointly drafted by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

4.10. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but such counterparts shall together constitute one and the same instrument. Facsimile or electronic signatures shall be deemed originals.

4.11. Funding Obligations Termination.

All obligations of the P-OEM to fund any additional amounts hereunder shall cease on the earlier to occur of (i) the last day of the calendar quarter following the quarter in which the last P-OEM Claim against the P-OEM has been liquidated as determined by the Trustee (after the Trustee consults with the ~~Future Claims Representative, the Trust Advisory Committee and the OAC~~), and (ii) the termination of the PSAN PI/WD Trust FCR, the TAC and the OAC) and all outstanding P-OEM Expenses have been paid, and (ii) the termination of the Trust (the "Termination Date"), provided that, after the Termination Date, the P-OEM shall remain obligated to fund obligations incurred hereunder prior to the Termination Date (and any applicable interest shall continue to accrue on such outstanding amounts following the Termination Date as provided under this Agreement).

*[SIGNATURE PAGE FOLLOWS]*

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2018.

~~PSAN PI/WD TRUST~~  
Takata Airbag Tort Compensation Trust Fund

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

~~The American Honda Motor Co., Inc. and Honda Motor Co., Ltd. as P-OEM~~

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**HIGHLY CONFIDENTIAL; NOT ADMISSIBLE IN ANY PROCEEDING**

**Exhibit A**

Solely with respect to specific acknowledgements and rights hereunder:

**Base Payment Schedule**

<b>Quarterly Period</b>	<b>Dates Covered</b>	<b>Base Claim Amount</b>
Q1	Effective Date—June 30	
Q2	July 1—Sept 30	
Q3	Oct 1—Dec 31	
Q4	Jan 1—Mar 31	
Q5	Apr 1—June 30	

**Exhibit B**

**Adjusted Base Claim Calculation**



*Adjusted Base Claim Amount*

*= Base Claim Amount*

*-(Amount Paid by POEM for Quarterly Reporting Period*

*-Claims Paid by Trust During Quarterly Reporting Period)*

*+ Expected Base Claim Underfunding for Quarterly Payment Period*

Future Claimants' Representative

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

PSAN PI/WD Trust Advisory Committee

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_