

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4307947

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER AND CHANGE OF NAME
EFFECTIVE DATE:	02/11/2015
CONVEYING PARTY DATA	
Name	Execution Date
KUNSTSTOFF-TECHNIK SCHERER & TRIER GMBH & CO. KG	12/15/2014
NEWLY MERGED ENTITY DATA	
Name	Execution Date
SAMVARDHANA MOTHERSON PEGUFORM GMBH	12/15/2014
MERGED ENTITY'S NEW NAME (RECEIVING PARTY)	
Name:	SAMVARDHANA MOTHERSON INNOVATIVE AUTOSYSTEMS B.V. & CO. KG
Street Address:	AM GERMANENRING 3
City:	BRUCHKOBEL
State/Country:	GERMANY
Postal Code:	63486
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13894464
CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	202-261-1014
Email:	stemberger@mdslaw.com
Correspondent Name:	EDWARD STEMBERGER
Address Line 1:	10560 MAIN STREET
Address Line 2:	SUITE PH6
Address Line 4:	FAIRFAX, VIRGINIA 22030
ATTORNEY DOCKET NUMBER:	31-636
NAME OF SUBMITTER:	EDWARD STEMBERGER
SIGNATURE:	/Edward Stemberger/
DATE SIGNED:	03/08/2017

Total Attachments: 26

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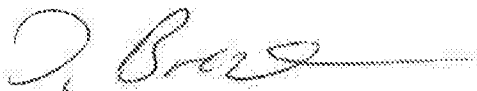
Certified translation from the German language

Als vom Präsidenten des Landgerichts Kempten öffentlich bestellte und allgemein beeidigte Übersetzerin für die englische Sprache bestätige ich: Nachstehende Übersetzung eines Handelsregisterauszugs aus der deutschen Sprache, der mir in Kopie vorgelegt wurde, ist richtig und vollständig.

Ausgefertigt in 1 Original.
Marktoberdorf, den 8. Februar 2017

In my capacity of a translator for the English language, duly registered, commissioned and sworn by the President of the Landgericht (Regional Court) Kempten, I do herewith certify the following to be a true and complete translation of a Commercial Register Extract a copy of which was submitted to me.

Made out in 1 original copy.
Marktoberdorf, 8th of February 2017



Number of registration	a) Company b) Head office, place of business, home business address, branches c) Object of enterprise	3 a) General regulation of representation b) Owner, personally liable partners, manager, managing board, authorized representatives and special power of representation	4 "Prokura" (full power of attorney)	5 a) Legal structure, begin and company agreement b) Other legal relations c) Limited partners, members	6 a) Day of entry b) Remarks
1	a) Kunststoff-Technik Scherer & Trier GmbH & Co. KG b) Michelau.	a) Each personally liable partner represents singly. b) personally liable partner: Lothar Trier GmbH, Michelau (AG Coburg HRB 2806)	Individual "Prokura" with authority to sell and change property Sigmund, Lothar, Michelau.	a) Limited partnership Begin: Dec. 31, 1996 c) Limited partner(s): Trier, Lothar, factory owner, Michelau. Capital contribution: 46,750,000.00 DEM Dr. Trier, Hartmut, graduated physician, Stiefelstein. Capital contribution: 250,000.00 DEM Trier, Martin, graduated engineer, Lichtentals. Capital contribution: 250,000.00 DEM Trier, Anselm, Michelau. Capital contribution: 250,000.00 DEM Wagner, Barbara, nursery nurse, Michelau. Capital contribution: 250,000.00 DEM Buchmeier, Susanne, laboratory assistant, Michelau. Capital contribution: 250,000.00 DEM	a) March 25, 2004 Jäger b) Day of first entry: March 4, 1997. This sheet has been transcribed to be continued by electronic data processing and has replaced the former index sheet
2				c) The limited partners Anselm Trier, Barbara Wagner and Susanne Buchmeier have each transferred parts of their capital contributions of 125,000.00 DEM to Dr. Hartmut Trier and Martin Trier by way of special legal succession and have thus withdrawn: Trier, Anselm, Michelau; Capital contribution: 250,000.00 DEM Wagner, Barbara, Michelau; Capital contribution: 250,000.00 DEM Buchmeier, Susanne, Michelau; Capital contribution: 250,000.00 DEM Parts of the capital contributions of Anselm Trier, Barbara Wagner and Susanne Buchmeier of 125,000.00 DEM each transferred by way of special legal succession and converted to Euros, changed, now: Trier, Hartmut, Michelau; *Fest. 21. 1961, Capital contribution: 319,557.43 EUR Parts of the capital contributions of Anselm Trier, Barbara Wagner and Susanne Buchmeier of 125,000.00 DEM each transferred by way of special legal succession and converted to Euros, changed, now: Trier, Martin, Michelau-Neuensee; *Jan. 18. 1970, Capital contribution: 319,557.43 EUR	a) Jan. 11, 2006 Forkel

3		<p>Individual „Proburg“: Kohlmorgen, Jörg, Michaela- Schwibitz, *Nov. 4, 1968</p>	<p>Limited partner's capital contribution converted to Euro, now: Limited partner: Iner, Lothar, factory owner, Michaela, *Oct. 2, 1963. Capital contribution: 34.925.479,21 EUR</p>	<p>a) Feb. 12, 2008 Forstel</p>	
4	<p>b) Business address: Statenrstr. 9 95247 Michaela;</p>	<p>Stammund Lothar, Michaela, *Dec. 10, 1942</p>		<p>a) Aug. 7, 2009 Forstel</p>	
5			<p>c) Part of the limited partner's capital contribution amounting to 23.000.000,00 EUR transferred to SuT GmbH by way of special legal succession; changed, now: Iner, Lothar, Michaela, *July 28, 1929. Capital contribution: 1.555.479,21 EUR</p> <p>Part of the limited partner's capital contribution amounting to 300.000.000,00 EUR transferred to SuT GmbH by way of special legal succession; changed, now: Limited partner: Dr. Iner, Hartmut, Michaela, *Feb. 21, 1961. Capital contribution: 19.557,43 EUR</p> <p>Part of the limited partner's capital contribution amounting to 300.000,00 EUR transferred to SuT GmbH by way of special legal succession; changed, now: Limited partner: Iner, Martin, Michaela-Neuensee, *Jan. 18, 1970. Capital contribution: 19.557,43 EUR</p> <p>Part of the limited partner's capital contribution of Lothar Iner, amounting to 23.000.000,00 EUR, Dr. Hartmut Iner and Martin Iner, amounting to 300.000,00 EUR each, transferred by way of special legal succession and entered: Limited partner: SuT GmbH, Mannheim, AG, Mannheim HRG 707360. Capital contribution: 23.000.000,00 EUR</p>	<p>a) Nov. 4, 2008 Forstel</p>	
6				<p>c) Withdrawn: Limited partner: Iner, Lothar, Michaela, *July 28, 1929 Capital contribution: 1.925.479,21 EUR Part of the limited partner's capital contribution of Lothar Iner transferred by way of special succession, changed, now: Limited partner:</p>	<p>a) July 1, 2011 Forstel</p>

	<p>Dr. Trer, Hartmut, Michelau, Feb. 21, 1961. Capital contribution: 965,297.04 EUR Part of the limited partner's capital contribution of Lothar Trer transferred by way of universal succession, changed, now: Limited partner: Trer, Martin, Michelau-Neuensee, Jan. 18, 1970. Capital contribution: 965,297.04 EUR</p>			
7	<p>c) Withdrawn by way of special legal succession: Limited partner: S+J GmbH, Mannheim, IAG Mannheim HRB 207360A. Capital contribution: 23,600,000.00 EUR Limited partner's capital contribution increased by way of special legal succession, now: Limited partner: Dr. Trer, Hartmut, Michelau, Feb. 21, 1961. Capital contribution: 12,785,297.04 EUR Limited partner's capital contribution increased by way of special legal succession, now: Limited partner: Trer, Martin, Michelau-Neuensee, Jan. 18, 1970. Capital contribution: 12,785,297.04 EUR</p>			<p>a) Aug. 20, 2012 Günther</p>
8	<p>c) Limited partner's capital contribution decreased, now: Limited partner: Dr. Trer, Hartmut, Michelau, Feb. 21, 1961. Capital contribution: 10,000,000.00 EUR Limited partner's capital contribution decreased, now: Limited partner: Trer, Martin, Michelau-Neuensee, Jan. 18, 1970. Capital contribution: 10,000,000.00 EUR</p>			<p>a) Dec. 30, 2013 Günther</p>
9	<p>b) The preliminary administration of the insolvent's estate against the assets of the company was decreed by decision of Amtsgericht Coburg of March 10, 2014 (Ref. IN 9/1/14), and it was decided that dispositions by the debtor be only effective upon approval of the preliminary insolvency administrator.</p>			<p>a) March 12, 2014 Berger</p>
10	<p>b) Insolvency proceedings have been instituted against the assets of the company by decision of the Amtsgericht Coburg of June 1, 2014 (Ref. IN 9/1/14). The company is hereby dissolved. Entered ex officio pursuant to §§ 161 para. 2, 143 German Commercial Code (HGB).</p>			<p>a) June 4, 2014 Günther</p>

Nummer der Eintragung	a) Firma b) Sitz, Niederlassung, inländische Geschäftsanschrift, Zweigniederlassungen c) Gegenstand des Unternehmens	a) Allgemeine Vertretungsregelung b) Inhaber, persönlich haftende Gesellschafter, Geschäftsführer, Vorstand, Vertretungsberechtigter und besonders Vertretungsbetragter	Prokura	a) Rechtsform, Beginn und Satzung b) Sonstige Rechtsverhältnisse c) Kommanditisten, Mitglieder	a) Tag der Eintragung b) Bemerkungen
1	2	3	4	5	5
				<p>Kommanditist: Trier, Martin, Michelau-Neuensee, *16.01.1970, Einlage: 319.557,43 EUR Kommanditeinlage auf Einp. umgestellt, aus: Kommanditist: Trier, Lothar, Fahrenk. Michelau, *02.10.1963, Einlage: 24.925.479,21 EUR</p>	
3			<p>Einzelprokura: Kohlmergen, Jörg, Michelau-Schwörzitz, *04.11.1968</p>		a) 12.02.2008 Forkel
4	b) Geschäftsanschrift: Siemensstr. 8, 96247 Michelau		<p>Prokura erteilt: Sigmund, Lothar, Michelau, *10.12.1942</p>		a) 07.06.2009 Forkel
5				<p>c) Teil der Kommanditeinlage i.H.v. 23.000.000,00 EUR im Wege der Sonderrechtsnachfolge auf die S+T GmbH übertragen; gezählet, ruh. Kommanditist: Trier, Lothar, Michelau, *28.07.1929, Einlage: 1.925.479,21 EUR Teil der Kommanditeinlage i.H.v. 300.000,00 EUR im Wege der Sonderrechtsnachfolge auf die S+T GmbH übertragen, geändert, ruh. Kommanditist: Dr. Trier, Hartmut, Michelau, *21.02.1961, Einlage: 19.557,43 EUR Teil der Kommanditeinlage i.H.v. 300.000,00 EUR im Wege der Sonderrechtsnachfolge auf die S+T GmbH übertragen, geändert, ruh. Kommanditist: Trier, Martin, Michelau-Neuensee, *16.01.1970, Einlage: 19.557,43 EUR Teile der Kommanditeinlagen von Lothar Trier i.H.v. 23.000.000,00 EUR, Dr. Hartmut Trier und Martin Trier i.H.v. je 300.000,00 EUR im Wege der Sonderrechtsnachfolge übertragen und eingetragten.</p>	a) 04.11.2009 Forkel

Nummer der Eintragung	a) Firma b) Sitz, Niederlassung, inländische Geschäftsanschrift, Zweigniederlassungen c) Gegenstand des Unternehmens	a) Allgemeine Vertretungsregelung b) Inhaber, persönlich haftende Gesellschafter, Geschäftsführer, Vorstand, Vertretungsberechtigte und besondere Vertretungsbefugnis	Prokura	a) Rechtsform, Beginn und Satzung b) Sonstige Rechtsverhältnisse c) Kommanditisten, Mitglieder	a) Tag der Eintragung b) Bemerkungen
5	2	3	4	5	6
6				<p>Kommanditist: SUT GmbH, Mannheim (AG Mannheim HRB 707360), Einlage: 23.600.000,00 EUR</p> <p>c) Ausgeschlossen: Kommanditist: Trier, Lothar, Michelau, *28.07.1929, Einlage: 1.925.479,21 EUR Teil der Kommanditeinlage von Lothar Trier im Wege der Gesamtrechtsnachfolge übertragen, geändert nur: Kommanditist: Dr. Trier, Hartmut, Michelau, *21.02.1961, Einlage: 982.297,04 EUR Teil der Kommanditeinlage von Lothar Trier im Wege der Gesamtrechtsnachfolge übertragen, geändert nur: Kommanditist: Trier, Martin, Michelau-Neuensee, *18.01.1970, Einlage: 982.297,04 EUR</p>	<p>a) 01.07.2011 Fertig</p>
7				<p>c) Ausgeschlossen im Wege der Sonderrechtsnachfolge: Kommanditist: SUT GmbH, Mannheim (AG Mannheim HRB 707360), Einlage: 23.600.000,00 EUR Kommanditeinlage im Wege der Sonderrechtsnachfolge erhöht, nun: Kommanditist: Dr. Trier, Hartmut, Michelau, *21.02.1961, Einlage: 12.782.297,04 EUR Kommanditeinlage im Wege der Sonderrechtsnachfolge erhöht, nun: Kommanditist: Trier, Martin, Michelau-Neuensee, *18.01.1970, Einlage: 12.782.297,04 EUR</p>	<p>a) 20.08.2012 Günther</p>
8				<p>c) Kommanditeinlage herabgesetzt, nun: Kommanditist: Dr. Trier, Hartmut, Michelau, *21.02.1961, Einlage: 10.000.000,00 EUR Kommanditeinlage herabgesetzt, nun:</p>	<p>a) 30.12.2013 Günther</p>

Nummer der Eintragung	a) Firma b) Sitz, Niederlassung, inländische Geschäftsanschrift, Zweigniederlassungen c) Gegenstand des Unternehmens	a) Allgemeine Vertretungsregelung b) Inhaber, persönlich haftende Gesellschafter, Geschäftsführer, Vorstand, Vertretungsberechtigte und besondere Vertretungsbefugnis	Prokura	a) Rechtsform, Beginn und Satzung b) Sonstige Rechtsverhältnisse c) Kommanditisten, Mitglieder	a) Tag der Eintragung b) Bemerkungen
1	2	3	4	5	6
9				<p>Kommanditist: Triet, Martin, Michela-Neuensee, *18.01.1970, Einlage: 10.000,000,00 EUR</p> <p>b) Über das Vermögen der Gesellschaft ist durch Beschluss des Amtsgerichts Coburg vom 10.03.2014 (Az. IN 9/14) die vorläufige Insolvenzverwaltung angeordnet und bestimmt, dass Verfügungen der Schuldnerin nur mit Zustimmung des vorläufigen Insolvenzverwalters wirksam sind.</p>	<p>a) 12.03.2014 Berger</p>
10				<p>b) Über das Vermögen der Gesellschaft ist durch Beschluss des Amtsgerichts Coburg vom 01.06.2014 (Az. IN 9/14) das Insolvenzverfahren eröffnet worden. Die Gesellschaft ist dadurch aufgelöst. Von Amts wegen eingetragen nach §§ 161 Abs. 2, 143 HGB.</p>	<p>a) 04.06.2014 Günther</p>

15.12.2014

ASSET PURCHASE AGREEMENT

between

JOACHIM EXNER

IN HIS CAPACITY AS INSOLVENCY ADMINISTRATOR OVER THE ASSETS

OF

KUNSTSTOFF-TECHNIK SCHERER & TRIER GMBH & CO. KG

as Seller and as Trustee

and

SAMVARDHANA MOTHERSON PEGUFORM GMBH

as Purchaser

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THIS ASSET PURCHASE AGREEMENT (the "Agreement") is entered into as of 15.12.2014

BETWEEN:

(1) **Joachim Exner**, Eichendorffstraße 1, 90491 Nuremberg, Germany,

(i) in his capacity as insolvency administrator over the assets of Kunststoff-Technik Scherer & Trier GmbH & Co. KG, Michelau

-- hereinafter referred to as "Seller" --

and

(ii) for the purposes of Section 11 also as trustee of Volkswagen AG

-- hereinafter referred to as "Trustee" --

(2) **Samvardhana Motherson Peguform GmbH**, Hailerer Straße 24, 63571 Gelnhausen, Germany

-- hereinafter referred to as "Purchaser" --

The persons listed in no. (1) and (2) above are also referred to collectively as the "Parties" and each as a "Party".

PREAMBLE

(A) Kunststoff-Technik Scherer & Trier GmbH & Co. KG (in insolvency) ("STM" or "Company") is a German limited partnership having its registered office in Michelau, registered in the commercial register of the Local Court of Coburg under HRA 3544, with its business address at Siemensstr. 8, 96247 Michelau, Germany. STM is a leading specialist supplier mainly to the automotive industry. Customers include the major German car manufacturers. In Michelau, the Company designs, develops and manufactures, sells and distributes interior and exterior plastic components (together the "STM Business"). The assets related to the STM Business will be sold pursuant to this Agreement.

(B) STM's affiliate Lackiertechnik Trier GmbH (in insolvency) ("LTT") is a German limited liability company having its registered office in Michelau, registered in the commercial register of the Local Court of Coburg under HRB 3388, with its business address at Siemensstr. 8, 96247 Michelau, Germany. It owns the painting facility used in the STM Business as well as the respective premises, and leases both to

STM. The assets of LTT, including the painting facility will be sold to the Purchaser by way of a separate agreement ("LTT APA").

- (C) The premises on which the plant in Michelau is situated are partly owned by the Company and partly leased. The five plots leased from third parties are used as production sites or for warehouses. The six plots owned by STM or LTT will be sold and transferred to MSSL Real Estate GmbH, another company of Samvardhana Motherhood Group, by way of two separate agreements (five by way of the "STM Real Property Agreement" and one by way of the "LTT Real Property Agreement", collectively referred to as the "Real Property Agreements").
- (D) STM's general partner Lothar Trier GmbH (in insolvency) ("LT") is a German limited liability company having its registered office in Michelau, registered in the commercial register of the Local Court of Coburg under HRB 2606, with its business address at Siemensstr. 8, 96247 Michelau, Germany. LT's 100% subsidiary Scherer & Trier International GmbH (in insolvency) ("STI") is a German limited liability company having its registered office in Michelau, registered in the commercial register of the Local Court of Coburg under HRB 3191, with its business address at Siemensstr. 8, 96247 Michelau, Germany. LT and STI operate as holding companies for the Mexican business. Together they own all shares in the three Mexican affiliates, namely Kunststoff-Technik Trier de Mexico, S.A. de C.V. ("KTM"), Property Holdings Trier de Mexico, S.A. de C.V. ("PTM") and Administrative Services Trier de Mexico, S.A. de C.V. ("ATM"). While KTM is operating the production plant in Mexico, PTM is a holding company for the real property, on which the Mexican plant is situated, and ATM provides employees to KTM. Neither KTM nor PTM or ATM has filed for insolvency. The shares in KTM, PTM and ATM currently held by LT will be sold to MSSL GmbH, another company of Samvardhana Motherhood Group, by way of a separate agreement (the "LT SPA"). The shares in KTM, PTM and ATM currently held by STI will be sold to SMP Automotive Technology Iberica S.L. (Polinya), another company of Samvardhana Motherhood Group, by way of a separate agreement (the "STI SPA").
- (E) To ensure the sale of the entire German and Mexican business of the Scherer & Trier Group to the purchasing companies of Samvardhana Motherhood Group, this Agreement will only be consumed together with the LTT APA, the Real Property Agreements, the STI SPA and the LT SPA.
- (F) On March 10, 2014, STM, LTT, LT and STI filed for insolvency and the Seller was appointed as preliminary insolvency administrator over their assets. On June 1, 2014, the Local Court of Coburg opened insolvency proceedings over the assets of STM and Seller was appointed as insolvency administrator. A copy of the commencement order (*Eröffnungsbeschluss*) is attached as Schedule (F).

- (G) The Seller has entered into agreements with the following major customers of STM, ensuring that the STM Business can continue operating on the current level: Volkswagen AG, BMW AG, Ford-Werke GmbH, Adam Opel AG and Daimler AG.
- (H) The Purchaser is a German limited liability company having its registered office at Gelnhausen and being registered in the commercial register of Local Court of Hanau under HRB 94004.
- (I) Subject to the terms and conditions of this Agreement, the Seller intends to sell to the Purchaser and the Purchaser intends to acquire from the Seller the assets related to the STM Business including certain fixed assets, intangible assets, inventories, contracts and accounts receivables.

NOW IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Unless otherwise apparent, capitalised terms used in this Agreement shall have the meaning assigned to them in **Schedule 1.1**.

1.2 References

A reference to any statute or statutory provision shall be construed as a reference to the same as it has been in force as of the signing of this Agreement (the "Signing"), unless indicated otherwise.

1.3 Annexes, Exhibits, Schedules

Except as otherwise expressly provided herein, Annexes, Exhibits and Schedules attached to this Agreement and referred to herein form an integral part of this Agreement and any reference to this Agreement shall include such Annexes, Exhibits and Schedules.

1.4 German Terms

Where a German term has been added in parenthesis after an English term, only such German term shall be decisive for the interpretation of the relevant English term.

1.5 Procurement Obligation

To the extent that this Agreement appears to impose any obligations on a person which is not a party to this Agreement, such clause shall be interpreted as an obligation of the Parties to use their respective best efforts to cause such person to act as contemplated under this Agreement, provided, however, that, should the person concerned be an Affiliate of a Party, such Party shall procure to the extent legally possible that the person concerned acts as contemplated under this Agreement.

2. SALE AND PURCHASE

2.1 General Principle; Structure of Transaction

- 2.1.1 The Seller hereby undertakes to sell and transfer to the Purchaser, subject to and in accordance with the provisions of this Agreement, the Transferred Assets as further specified in Section 2.2 and the Transferred Contracts as specified in Section 2.3 (hereinafter collectively: the "**Transferred Business**"). The Purchaser hereby undertakes to purchase and accept the transfer of the Transferred Business subject to and in accordance with the provisions of this Agreement.
- 2.1.2 The structure of the transaction envisaged by this Agreement (hereinafter the "**Transaction**") shall be as generally described below and as set forth in more detail in the following Sections of this Agreement:
- (a) The Transaction will be implemented as an asset deal.
 - (b) The Transferred Business will be sold and transferred to the Purchaser in accordance with the terms and conditions of this Agreement with economic effect as of the Closing as defined in Section 7.2.1.
 - (c) The asset deal will only comprise the assets explicitly identified and specified in the following Sections of this Agreement and their corresponding Schedules. Pursuant and subject to the terms and conditions of this Agreement, the Seller shall transfer the assets free of any third party rights and encumbrances.
 - (d) The contracts relating to the STM Business will only be transferred to the Purchaser to the extent that they are identified or listed in or pursuant to the following Sections of this Agreement or their corresponding Schedules and subject to third party consent where applicable. All contracts will be transferred so that all rights, claims and receivables, as well as liabilities and obligations arising from or under the Transferred Contracts, to the extent that they relate to time periods after Closing, shall be assumed by the Purchaser only with economic effect as from the Closing.
 - (e) Upon Closing of the Transaction, the employees of the Company – apart from employees objecting to the transfer of their employment relationship – will pass to the Purchaser automatically by operation of law.
- 2.1.3 The Purchaser is aware of the fact that the Seller has terminated the contracts and agreements as set forth in **Schedule 2.1.3** to which STM was a party pursuant to Section 103 German Insolvency Act (*InsO*) and that, with-

out prejudice to Section 8.3, it remains solely in the Purchaser's responsibility to ensure that any and all agreements and contracts necessary to continue the STM Business after the Closing are in place.

2.2 Transferred Assets

Subject to the terms and conditions of this Agreement the Seller hereby sells to the Purchaser, and the Purchaser hereby accepts such sale, the Transferred Assets, consisting of:

2.2.1 the following fixed assets (*Sachanlagen*):

- (a) fixed assets (*Sachanlagen*) acquired before March 10, 2014 as listed in Schedule 2.2.1(a), comprising plant and machinery, tooling as well as research fixtures and fittings except for tools which are owned by third parties, (hereinafter collectively: the "Transferred Old Fixed Assets"); and
- (b) fixed assets (*Sachanlagen*) acquired after March 10, 2014 as listed in Schedule 2.2.1(b), comprising plant and machinery, tooling as well as research fixtures and fittings except for tools which are owned by third parties, (hereinafter collectively: the "Transferred New Fixed Assets")

(collectively referred to as "Transferred Fixed Assets").

2.2.2 the inventory (*Vorräte*) including raw materials and supplies (*Roh-, Hilfs- und Betriebsstoffe*), work in progress and unfinished goods and products (*unfertige Erzeugnisse*) as well as finished goods and products (*fertige Erzeugnisse und Waren*) (hereinafter collectively: "Inventory"):

- (a) the Inventory acquired or produced before March 10, 2014 as identified in Schedule 2.2.2(a) (collectively referred to as "Transferred Old Inventory");
- (b) the Inventory acquired or produced after March 10, 2014 as identified in Schedule 2.2.2(b) (collectively referred to as "Transferred New Inventory", and together with the Transferred Old Inventory the "Transferred Inventory") whereby it is mutually understood by the Parties that the lists in Schedule 2.2.2(b) shall be updated in accordance with Section 2.5;

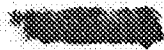
2.2.3 the following immaterial assets:

- (a) patents and/or patent applications (or interests therein) as listed in Schedule 2.2.3(a) ("Transferred Patents"); and

- (b) all other registered and non-registered intellectual property assets related to the STM Business such as design rights, utility models and know-how

(collectively referred to as "Transferred IP Assets") The Transferred IP Assets include all existing files, literature, drawings, technical and all other documentation relating to the Transferred IP Assets and related applications, registration certificates and renewals ("IP Documentation");

- 2.2.4 the books and records, supplier and customer lists, literature, drawings, technical and all other documentation pertaining to the Transferred Fixed Assets and to the Transferred Inventory with the exception of any documentation relating to the financials and taxation of STM and any documentation with respect to which the Seller is under a statutory obligation to maintain and keep the original documents (collectively referred to as "Transferred Books and Records");
- 2.2.5 the following claims (collectively referred to as "Transferred Receivables");
 - (a) all trade accounts receivables of STM against KTM which became due and payable before March 10, 2014, in particular the claims as listed in Schedule 2.2.5(a) ("Transferred Claims") which Purchaser acquires as well as all other claims -- if any - of STM against KTM, ATM and / or PTM. All trade accounts receivables of STM against KTM, which became due and payable after March 10, 2014 (or will still become due and payable), which do not exceed EUR [REDACTED] shall not be transferred from the Seller to the Purchaser.
 - (b) all claims, in particular warranty claims (*Gewährleistungsansprüche*) and all product liability claims (*Produkthaftungsansprüche*) and claims against insurance companies, relating to the Transferred Fixed Assets, the Transferred IP-Assets, the Transferred Inventory (irrespective in all cases whether actual or contingent, known or unknown) which have not been asserted by STM or the Seller until Closing (collectively referred to as "Warranty Claims").
- 2.2.6 The Transferred Fixed Assets, the Transferred Inventory, the Transferred IP Assets, the Transferred Books and Records and the Transferred Receivables shall be collectively referred to as "Transferred Assets". Transferred Assets which are subject to a right to separate satisfaction (*Absonderungsrecht*) or a (simple) retention of title (*einfacher Eigentumsvorbehalt*) are sold and transferred pursuant to Section 4.4 below and subject to the under-



14.8 No Assignment

The Parties shall be entitled to assign any rights or claims under this Agreement without the prior written consent of the other Party and/or the Guarantor. The Seller hereby declares his consent to the assignment of the entirety of this Agreement (all rights and obligations) by the Purchaser to any other company of Samvardhana Motherson Group, before Closing.

14.9 No Third-Party Beneficiaries

Unless specifically stated otherwise, nothing in this Agreement, expressed or implied, is intended or shall be construed to provide any rights, remedies or benefits to any person (including any employee or creditor of the Seller) other than the parties hereto; in particular section 328 German Civil Code (*BGB*) shall not apply.

14.10 Severability

14.10.1 Should individual provisions of this Agreement be or become invalid or ineffective in whole or in part, this shall not affect the validity of the other provisions. The Parties undertake to agree a valid and effective provision in lieu of the invalid or ineffective provision which most closely reflects the legal and commercial intent of this provision which they would have sensibly agreed had they been aware of the invalidity or ineffectiveness of the provision concerned on conclusion of this Agreement. Section 139 German Civil Code (*BGB*) shall not apply.

14.10.2 Should individual provisions of this Agreement require interpretation or supplementation in whole or in part, the interpretation or supplementation shall be carried out in a manner which preserves as well as possible the spirit, content and purpose of this Agreement. Thereby the provisions shall apply which the Parties would have sensibly concluded had they been aware of the need for interpretation or supplementation of the provision concerned on conclusion of this Agreement.

14.10.3 Should this Agreement contain a lacuna, Section 14.10.2 shall apply accordingly.

This Agreement has been entered into on the date stated at the beginning of this Agreement.


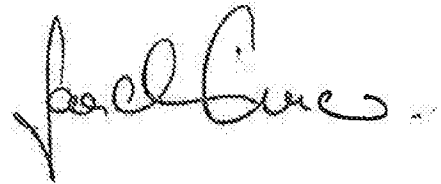
SIGNATURES



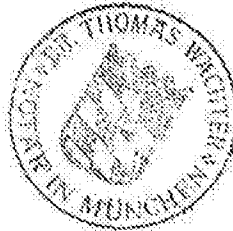
IN WITNESS THEREOF this Notarial Deed has been read aloud to the persons appearing and was confirmed and approved by the persons appearing.

The persons appearing then signed this Deed. All this was done in the presence of me, the Notary Public, who also signed this Deed and affixed my official Seal.

Munich, this 15th December 2014



Dr. Thomas Wachter
Notary Public, Munich



Nummer der Eintragung	a) Firma b) Sitz, Niederlassung, inländische Geschäftssanschrift, Zweigniederlassungen c) Gegenstand des Unternehmens	2	3	Prokura	4	5	6
1	a) Kunststoffs-Technik Scherer & Trier GmbH & Co KG b) Michelau	2	3 a) Allgemeine Verbandsregelung b) Inhaber, persönlich haftende Gesellschafter, Geschäftsführer, Vorstand, Vertretungsberechtigter und besondere Vertretungsbefugnis c) Jeder persönlich haftende Gesellschafter vertritt einzeln. d) Persönlich haftender Gesellschafter: Lothar Trier GmbH, Michelau (AG Coburg HRB 2806)	4 Prokura Einzelprokura mit der Ermächtigung zur Veräußerung und Belastung von Grundstücken Stimmund, Lothar, Michelau	5 a) Rechtsform, Beginn und Satzung b) Sonstige Rechtsverhältnisse c) Kommanditisten, Mitglieder a) Kommanditgesellschaft Beginn: 31.12.1996 c) Kommanditist(en): Trier, Lothar, Fabrikant, Michelau, Einlage: 48.750.000,00 DEM Dr. Trier, Hartmut, Diplom-Physiker, Stafelslein, Einlage: 250.000,00 DEM Trier, Martin, Diplom-Ingenieur, Lichtentfels, Einlage: 250.000,00 DEM Trier, Anette, Michelau, Einlage: 250.000,00 DEM Wagner, Barbara, Erzieherin, Michelau, Einlage: 250.000,00 DEM Buchmaler, Susanne, Chemielaborantin, Michelau, Einlage: 250.000,00 DEM	6 a) Tag der Eintragung b) Bemerkungen Tag der ersten Eintragung: 04.03.1997. Dieses Blatt ist zur Fortführung auf EDV umgeschrieben worden und dabei an die Stelle des bisherigen Registerblattes getreten.	
2					c) Die Kommanditisten Anette Trier, Barbara Wagner und Susanne Buchmaler haben je Teile ihrer Einlagen von 125.000,00 DEM an Dr. Hartmut Trier und Martin Trier im Wege der Sonderrechtsnachfolge übertragen und sind damit ausgeschieden: Trier, Anette, Michelau, Einlage: 250.000,00 DEM Wagner, Barbara, Michelau, Einlage: 250.000,00 DEM Buchmaler, Susanne, Michelau, Einlage: 250.000,00 DEM Teile der Einlagen von Anette Trier, Barbara Wagner und Susanne Buchmaler von je 125.000,00 DEM im Wege der Sonderrechtsnachfolge übertragen und auf Euro umgestellt. geändert nun: Kommanditist: Dr. Trier, Hartmut, Michelau, *21.02.1961, Einlage: 319.557,43 EUR Teile der Einlagen von Anette Trier, Barbara Wagner und Susanne Buchmaler von je 125.000,00 DEM im Wege der Sonderrechtsnachfolge übertragen und auf Euro umgestellt. geändert nun:	a) 11.01.2006 Firma	

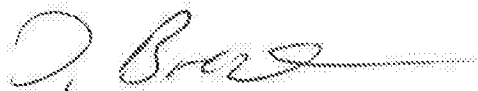
Certified translation from the German language

Als vom Präsidenten des Landgerichts Kempten öffentlich bestellte und allgemein
beeidigte Übersetzerin für die englische Sprache bestätige ich: Nachstehende
Übersetzung eines Handelsregisterauszugs aus der deutschen Sprache, der mir
in Kopie vorgelegt wurde, ist richtig und vollständig.

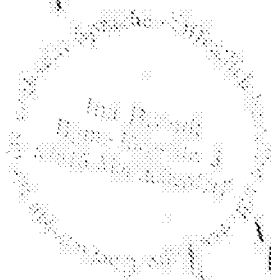
Ausgefertigt in 1 Original.
Marktoberdorf, den 8. Februar 2017

In my capacity of a translator for the English language, duly registered,
commissioned and sworn by the President of the Landgericht (Regional Court)
Kempten, I do herewith certify the following to be a true and complete translation
of a Commercial Register Extract a copy of which was submitted to me.

Made out in 1 original copy.
Marktoberdorf, 8th of February 2017



J. Braun



Number of registration	a) Company b) Head office, place of business, home business address, branches c) Object of enterprise	3 a) General regulation of representation b) Owner, personally liable partners, manager, managing board, authorized representatives and special power of representation	4 "Prokura" (full power of attorney)	5 a) Legal structure, begin and company agreement b) Other legal relations c) Limited partners, members	6 a) Day of entry b) Remarks
1	a) Samvardhana Matheson Technology GmbH & Co. KG b) Gelnhausen Business address: Heiler Str. 24, 63871 Gelnhausen	a) Each personally liable partner represents singly. Each personally liable partner is authorized to enter into transactions in the name of the company with himself/herself in his/her own name or as a representative of a third party. b) Withdrawn as personally liable partner: PSCHYLLIS, Christophers GmbH, Bonn (Amtsgericht Bonn HRB 10781). Entered as personally liable partner: Drachentasse 981, V.V. GmbH, Bonn (Amtsgericht Bonn HRB 21169). Individual power of representation, with the authority – also for each manager – to enter into transactions in the name of the company with himself/herself in his/her own name or as a representative of a third party.		a) Limited partnership b) The head office has been relocated from Bonn (formerly Amtsgericht Bonn HRA 8345) to Gelnhausen with the change of the company (formerly 204, GmbH & Co. Vermögensverwaltung KG) c) Withdrawn by way of special legal succession: Limited partner: Forstis AG, Bonn (Amtsgericht Bonn HRB 12099) Entered as limited partner by way of special legal succession after Forstis AG (Amtsgericht Bonn HRB 12099): MSSL, GmbH, Gelnhausen (Amtsgericht Hanau HRB 81564). Capital contribution: 500,00 EUR	a) Jan. 16, 2015 Weinbrenner b) Case 1
2	a) Samvardhana Matheson Ingressive Aufg Systems GmbH & Co. KG			a) The company has changed b) Changed, now: Withdrawn by way of special legal succession Limited partner: MSSL GmbH, Gelnhausen (Amtsgericht Hanau HRB 81564). Entered as limited partner by way of special legal succession after MSSL GmbH (Amtsgericht Hanau HRB 81564): Samvardhana Matheson Peguform GmbH, Gelnhausen (Amtsgericht Hanau HRB 94004). Capital contribution: 500,00 EUR	a) Jan. 20, 2015 Weinbrenner b) Case 2
3	a) Company registered via office due to an obvious tracing error in the entry of Jan. 20, 2015, 09:08: Samvardhana Matheson Ingressive Aufg Systems GmbH & Co. KG	b) Amended, now: Manager of the managing board: Toeller, Klaus, Cologne *Apr. 8, 1945. individual power of representation			a) Jan. 21, 2015 Weinbrenner b) Case 3

4		<p>b) Alter relocation of head office and change of company former Drahtwerkzeuge 9971, V.V. GmbH, Bonn, changed, now: Personally liable partner: SMT, Beetzlaues GmbH, Gelnhausen (Arbeitsgericht Hanau HRB 553380) Individual power of representation, with the authority – also for each manager – to enter into transactions in the name of the company with himself/herself in his/her own name or as a representative of a third party</p>	<p>Individual "Pöckura" with the authority to enter into transactions in the name of the company with himself/herself in his/her own name or as a representative of a third party: Heuser, Andreas, Bad Soden-Salmünster, March 16, 1965 Volkrecht, Peter, Bad Soden-Salmünster, *Dec. 8, 1981</p>		<p>a) Jan. 28, 2015 Weinbrenner b) Case 4</p>
5	<p>a) Samvardhana Motherson Innovative Autosystems B.V. & Co. KG</p>	<p>b) Entered as personally liable partner: Samvardhana Motherson Innovative Autosystems Holding Company B.V., Amsterdam/Netherlands (Kamer van Koophandel No. 62518021) Individual power of representation, with the authority – also for each manager – to enter into transactions in the name of the company with himself/herself in his/her own name or as a representative of a third party Wirtzmann AG, Deutsche Höhe, 02700 SMT, Beetzlaues GmbH, Gelnhausen (Arbeitsgericht Hanau HRB 553380)</p>	<p>b) The company has changed</p>		<p>a) Feb. 11, 2015 Weinbrenner b) Case 5</p>
6	<p>b) Bruchköbel Changed, now: Business address: Am Germanenberg 3, 63406 Bruchköbel</p>			<p>b) The head office has been relocated to Bruchköbel</p>	<p>a) Aug. 18, 2016 Weinbrenner b) Case 6</p>

Nummer der Eintragung	a) Firma b) Sitz, Niederlassung, inländische Geschäftsanschrift, Zweigniederlassungen c) Gegenstand des Unternehmens	3	Prokura	a) Rechtsform, Beginn und Satzung b) Sonstige Rechtsverhältnisse c) Kommanditisten, Mitglieder	a) Tag der Eintragung b) Bemerkungen
1	2	3	4	5	6
1	a) Firma <u>Samvardhana Motherson Technology GmbH & Co. KG</u> b) <u>Gelnhausen</u> Geschäftsanschrift: <u>Häblers Str. 24, 63571 Gelnhausen</u>	a) Jeder persönlich haftende Gesellschafter vertritt einzeln. Jeder persönlich haftende Gesellschafter ist befugt, im Namen der Gesellschaft mit sich im eigenen Namen oder als Vertreter eines Dritten Rechtsgeschäfte vorzunehmen. b) <u>Ausgeschlossen als</u> <u>Persönlich haftende Gesellschafterin:</u> <u>FORATIS Gründungs GmbH, Bonn (Amtsgericht Bonn HRB 10791)</u> <u>Eingestrichen als</u> <u>Persönlich haftende Gesellschafterin:</u> <u>Drahterfasser 981 V.V GmbH, Bonn (Amtsgericht Bonn HRB 21166)</u> <u>einzelvertretungsberechtigt, mit der Befugnis, auch für jeden Geschäftsführer, im Namen der Gesellschaft mit sich im eigenen Namen oder als Vertreter eines Dritten Rechtsgeschäfte abzuschließen.</u>		a) Kommanditgesellschaft b) Der Sitz ist unter Änderung der Firma (bisher 204, GmbH & Co. Vermögensverwaltung KG) von Bonn (bisher Amtsgericht Bonn HRA 8343) nach Gelnhausen verlegt. c) <u>Ausgeschlossen im Wege der Sonderrechtsnachfolge</u> <u>Kommanditistin:</u> <u>Coralia AG, Bonn (Amtsgericht Bonn HRB 12099)</u> <u>Eingestrichen als Kommanditistin im Wege der Sonderrechtsnachfolge nach Foralis AG (Amtsgericht Bonn HRB 12099).</u> <u>MSSL GmbH, Gelnhausen (Amtsgericht Hanau HRB 91564),</u> <u>Einlage: 500,00 EUR.</u>	a) 16.01.2015 Weinbrenner b) Fall 1
2	a) <u>Samvardhana Motherson Innovative Auto Systems GmbH & Co.KG.</u>			b) Die Firma ist geändert c) <u>Geändert, nun:</u> <u>Ausgeschlossen im Wege der Sonderrechtsnachfolge</u> <u>Kommanditistin:</u> <u>MSSL GmbH, Gelnhausen (Amtsgericht Hanau HRB 91564),</u> <u>Eingetretten als Kommanditistin im Wege der Sonderrechtsnachfolge nach MSSL GmbH (Amtsgericht Hanau HRB 91564).</u> <u>Samvardhana Motherson Peguform GmbH, Gelnhausen (Amtsgericht Hanau HRB 94004), Einlage: 500,00 EUR.</u>	a) 20.01.2015 Weinbrenner b) Fall 2
3	a) Firma von Amts wegen aufgrund eines offensichtlichen Schreibfehlers in der Eintragung vom 20.01.2015 berichtigt, nun: <u>Samvardhana Motherson Innovative</u>				a) 21.01.2015 Weinbrenner b)

Nummer der Eintragung	a) Firma b) Stz. Niederlassung, inländische Geschäftsanschrift, Zweigniederlassungen c) Gegenstand des Unternehmens	a) Allgemeine Vertretungsregelung b) Inhaber, persönlich haftende Gesellschafter, Geschäftsführer, Vorstand, Vertretungsberechtigte und besondere Vertretungsbefugnis	Prokura	a) Rechtsform, Beginn und Satzung b) Sonstige Rechtsverhältnisse c) Kommanditisten, Mitglieder	a) Tag der Eintragung b) Bemerkungen
1	2 Autosystems GmbH & Co. KG.	3	4	5	6
4		b) Nach Sitzverlegung und Firmenänderung (bisher Grachtenallee 981, V.V. GmbH, Bonn), geändert, nun: <u>Persönlich haftende Gesellschafterin:</u> SMT Beteiligungs GmbH, Geinhausen (Amtsgericht Hanau HRB 95080)	Einzelprokura mit der Befugnis, im Namen der Gesellschaft mit sich im eigenen Namen oder als Vertreter eines Dritten Rechtsgeschäfte abzuschließen: Heuser, Andreas, Bad Soden-Salmünster, *16.03.1966 Vollprokura: Peter, Bad Soden-Salmünster, *03.12.1991		a) 28.01.2015 Weinbrenner b) Fall 4
5	a) Samvardhana Motherson Innovative Autosystems B.V. & Co. KG	b) Eingetretene als Persönlich haftende Gesellschafterin: Samvardhana Motherson Innovative Autosystems Holding Company B.V., Amsterdäm / Niederlande (Kamer van Koophandel Nr. 62518321) einzekvertretungsberechtigt mit der Befugnis -auch für jeden Geschäftsführer-, im Namen der Gesellschaft mit sich im eigenen Namen oder als Vertreter eines Dritten Rechtsgeschäfte abzuschließen.	b) Die Firma ist geändert		a) 11.02.2016 Weinbrenner b) Fall 5
6	b) Bruchköbel Geändert, nun: Geschäftsanschrift: Am Germanenberg 3, 63486 Bruchköbel	Ausgeschlossen als Persönlich haftende Gesellschafterin: SMT Beteiligungs GmbH, Geinhausen (Amtsgericht Hanau HRB 95080)	b) Der Sitz ist nach Einrückköbel verlegt.		a) 16.06.2016 Weinbrenner b) Fall 6