

Interlocutory Orders, Etc.

IN THE MATTER OF

**ZF FRIEDRICHSHAFEN AG
AND
TRW AUTOMOTIVE HOLDINGS CORP.**

Docket No. C-4520. Order, February 10, 2017

Letter approving the waiver of the requirements for Commission approval and the public comment period for the amendments to the Master Supply Agreement previously approved by the Commission.

LETTER APPROVING AMENDMENTS

Peter C. Thomas, Esq.
Simpson Thacher & Bartlett LLP

Re: In the Matter of ZF Friedrichshafen AG and TRW Automotive Holdings Corp., Docket No. C-4520

Dear Mr. Thomas:

This is in reference to your letter to me on behalf of Respondents dated January 19, 2017, seeking waiver of the Commission's formal process for approving modifications to agreements approved by the Commission as part of a divestiture agreement. Respondents propose to modify the terms of a Master Supply Agreement between THK Co., Ltd., as seller, and TRW Automotive Inc., and its affiliates, as buyer, approved by the Commission as part of the approval of a divestiture to THK Co., Ltd., under the Order in this matter.

After consideration of Respondents' request and pursuant to the authority delegated to me under Rule 2.41(f)(5)(ii) of the Commission's Rules of Practice, 16 C.F.R. § 2.41(f)(5)(ii), I hereby waive the requirements for Commission approval and the public comment period for the amendments to the Master Supply Agreement previously approved by the Commission.

If you have further questions, please contact Arthur Strong, the Compliance staff attorney assigned to this matter. Mr. Strong can be reached at 202-326-3478 or astrong@ftc.gov.

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Attachments

AMENDMENT TO MASTER SUPPLY AGREEMENT

THIS AMENDMENT TO MASTER SUPPLY AGREEMENT (this "*Amendment*") is made and entered into as of _____, 2016, by and between is entered into by and between THK Co., Ltd. ("*THK Parent*") and THK Parent's Affiliates, all of which are listed on Schedule A-1 (individually and collectively, "*Seller*"), on the one hand, and TRW Automotive Inc. ("*TRW Parent*") and certain Affiliates (as such term is defined in the U.S. Asset Transfer Agreement (as defined below); hereinafter the same applies to this Agreement) of TRW Parent, which are listed on Schedule A-2 (such Affiliates of TRW Parent, individually and collectively, "*Buyer*"), on the other hand. Seller, Buyer and TRW Parent are each individually referred to as a "*Party*" and collectively as the "*Parties*." Capitalized terms used but not defined herein shall have the meanings set forth in the MSA (defined below).

WHEREAS, Seller and Buyer entered into that certain Master Supply Agreement dated August 31, 2015 (the "*MSA*");

WHEREAS, pursuant to the MSA and Purchase Order No. TB000381 attached hereto as Exhibit A, Seller supplies to Buyer certain Products in connection with its Fiat Ducato supply project;

WHEREAS, the Parties have agreed to changes in the estimated annual volumes and specific pricing for certain of the Products, which Products are identified on Schedule 1 to this Amendment (the "*OBJ Products*");

WHEREAS, the Parties desire to amend the MSA to reflect such changes in the estimated annual volumes and pricing for the OBJ Products as set forth below.

NOW THEREFORE, in consideration of the premises set forth above and the mutual promises contained herein, the Parties agree as follows:

1. Amendment. The MSA is hereby amended as follows, retroactively effective as of January 1, 2015:

(a) The estimated annual volumes set forth on Schedule C corresponding to the OBJ Products are hereby deleted and replaced with the following:

OBJ 325-0166-162-293/A0041000: **290,000 parts per year**
OBJ 325-0166-172-293/A0041001: **290,000 parts per year**

(b) The following provision is added to the end of Section 3.2 of the MSA:

Without limiting the foregoing, the parties acknowledge and agree that Seller's maximum volume capacity for each OBJ Product is 290,000 parts per year (the "*OBJ Product Maximum Capacity*"). Seller agrees to manufacture and sell to Buyer one hundred percent of Buyer's requirements for each OBJ Product up to the OBJ Product Maximum Capacity for such OBJ Product. The parties further agree that the price for each OBJ Product shall be 5.0110€

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per part and shall replace the price set forth on Schedule C for each such OBJ Product.

For purposes of this Agreement, "OBJ Product" means either of the following part numbers: OBJ 325-0166-162-293/A0041000 or OBJ 325-0166-172-293/A0041001, as more specifically described on Purchase Order No. TB000381.

- (c) The following provision is added to the end of Section 4.1 of the MSA:

Notwithstanding the foregoing, the agreed price of 5.0110€ per part applicable to the OBJ Products as set forth in Section 3.2 shall apply through the end of the Term.

- (d) Due to the retroactively adjusted price Buyer will pay until 42'697.59 € to Seller as supplementary payment for already delivered OBJ Products.

2. Conflicts with the Master Supply Agreement.

Except as expressly set forth above, this Amendment does not alter, amend, modify or change any other term, convent or condition of the MSA, as previously amended in any respect, all of which are hereby ratified and confirmed and shall continue in full force and effect. Any references to the "entire agreement" in the MSA shall be deemed to include this Amendment.

3. Governing Law.

The validity, construction and performance of this Amendment, and any action arising out of or relating to this Amendment, shall be governed by, and construed in accordance with, the laws of New York, excluding any choice of law rules that may direct the application of the laws of another jurisdiction.

4. Assignment.

The Parties hereby agree that Section 7 of the MSA shall apply to this Amendment.

5. Counterparts.

This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

6. Facsimile Signatures.

This Amendment may be executed by delivery of a facsimile copy or other electronic transmission of an executed signature page with the same force and effect as the delivery of an originally executed signature page. In the event either Party delivers a facsimile copy or other electronic transmission of a signature page to this Amendment, any other document or agreement

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executed in connection herewith, such Party shall deliver an originally executed signature page within three (3) Business Days of delivering such facsimile or other electronically transmitted signature page or at any time thereafter upon request; provided, however, that the failure to deliver any such originally executed signature page shall not affect the validity of the signature page delivered by facsimile or other electronic transmission, which has and shall continue to have the same force and effect as the originally executed signature page. Except where prohibited by Law, minor variations in the form of the signature page, including footers from earlier versions of this Amendment, shall be disregarded in determining the Party's intent or the effectiveness of such signature.

[signature page follows]

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IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed and delivered by their duly authorized representatives as of the date set forth above.

BUYER:

**TRW Automotive Inc., on behalf of itself
and its affiliates**

By: _____

Name: _____

Title: _____

SELLER:

**THK CO., LTD, on behalf of itself
and its affiliates**

By: _____

Name: Haruhiko Nishida

Title: DIRECTOR

[Handwritten signature]

Hauke Baumann
Portfolio Director L&S EU

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Schedule I

OBJ Products

OBJ 325-0166-162-293/A0041000
OBJ 325-0166-172-293/A0041001

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Purchase Order

Attached.

Exhibit A

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IN THE MATTER OF

**KONINKLIJKE AHOLD N.V.
AND
DELHAIZE GROUP NV/SA**

Docket No. C-4588. Order, March 2, 2017

Letter approving the removal of Martin's Store No. 6492 from the list of "Schedule C Additional Assets."

LETTER ORDER APPROVING REMOVAL OF CERTAIN ASSETS

Sara Razi, Esquire
Simpson Thacher & Bartlett LLP

*Re: In the Matter of Koninklijke Ahold N.V. and Delhaize Group
NV/SA, Docket No. C-4588*

Dear Ms. Razi:

This letter is to notify Respondents that the sale of Martin's Store No. 6492 will not be required pursuant to Paragraph II.B.1. and/or Paragraph IV.A. of the Decision and Order in the above-captioned matter. As such, and in accordance with Paragraph I.Z. of the Decision and Order, Martin's Store No. 6492 shall be removed from the list of "Schedule C Additional Assets" on April 1, 2017.

By direction of the Commission.