

Appendix A

Section VII from the Settlement Agreement - Release and Waiver

A. The Parties agree to the following release and waiver, which will take effect upon entry of the Final Approval Order and Final Judgment.

B. In consideration for the relief provided above, Automotive Recycler Plaintiffs and each Class Member, on behalf of themselves and any other legal or natural persons or entities who or which may claim by, through, or under them, agree to fully, finally, and forever release, relinquish, acquit, discharge, and hold harmless the Released Parties¹ from any and all claims, demands, suits, petitions, liabilities, causes of action, rights, losses, damages, and relief of any kind or type regarding the subject matter of the Actions and the subject Inflatons, including, but not limited to, any and all compensatory damages, exemplary damages, punitive damages, statutory damages or penalties, expert or attorneys' fees and expenses, and equitable relief or remedies, whether past, present, or future, legal or equitable in nature, mature or not yet mature, known or unknown, suspected or unsuspected, contingent or non-contingent, derivative or direct, asserted or unasserted, whether based on federal, state, or local law, statute, ordinance, regulation, code, contract, common law, violations of or liability under any federal or state's deceptive, unlawful, unfair business, unfair trade practices, false, misleading, fraudulent advertising, consumer-fraud, or consumer-protection statutes, any breaches of express, implied, or any other warranties, RICO, the Lanham Act, the Magnuson-Moss Warranty Act, or any other statutes, violations of or liability under any states' Lemon Laws or warranty statutes, fraud, misrepresentation, products-liability, negligence, contract, quasi-contract, covenants (express or implied), unjust enrichment, and under any other common-law, statutory, or equitable-relief theories, or from any other source, and any claim or potential claim of any kind related to, arising from, connected with, or in any way involving the Actions, the Subject Vehicles' Takata airbags containing desiccated or non-desiccated driver or front passenger Takata inflators, any and all claims involving the Takata Airbag Inflator Recalls that are, or could have been, defined, alleged, or described in the Actions or any amendments of the Actions.

C. If a Class Member who does not timely and properly opt-out commences, files, initiates, or institutes any new legal action or other proceeding against a Released Party for any claim released in this Settlement in any federal or state court, arbitral tribunal, or administrative or other forum, such legal action or proceeding will be dismissed with prejudice at that Class Member's cost.

D. Notwithstanding the Release set forth in this Section VII of this Agreement, Automotive Recycler Plaintiffs and Class Members are not releasing and are expressly reserving all rights relating to claims for personal injury, wrongful death, or actual physical property damage arising from an incident involving a Subject Vehicle (other than damage to the Subject Vehicle or Takata airbag itself), including the deployment or non-deployment of a driver or passenger front airbag with a Takata PSAN inflator.

E. Notwithstanding the Release set forth in Section VII of this Agreement, Automotive Recycler Plaintiffs and Class Members are not releasing and are expressly reserving all rights relating to claims against Excluded Parties, with the exception of the claims covered by Section VII.C of this Agreement.

F. The Final Approval Order and Final Judgment will reflect these terms.

G. Automotive Recycler Plaintiffs and Class Members will not now or hereafter institute, maintain, prosecute, assert, instigate, or cooperate in the institution, commencement, filing, or prosecution of any suit, action,

¹ Released Parties means BMW, and each of its past, present and future parents, predecessors, successors, spin-offs, assigns, holding companies, joint-ventures and joint-venturers, partnerships and partners, members, divisions, stockholders, bondholders, subsidiaries, related companies, affiliates, officers, directors, employees, associates, dealers, including BMW Centers, representatives, suppliers, vendors, advertisers, marketers, service providers, distributors and sub-distributors, repairers, agents, attorneys, insurers, administrators and advisors. The Parties expressly acknowledge that each of the foregoing is included as a Released Party even though not identified by name in this Agreement. Notwithstanding the foregoing, "Released Parties" does not include the Excluded Parties.

claim, or proceeding, whether legal, administrative, or otherwise, against the Released Parties, either directly or indirectly, on their own behalf, on behalf of a class, or on behalf of any other person or entity with respect to the claims, causes of action, or any other matters released through this Settlement.

H. In connection with this Agreement, Automotive Recycler Plaintiffs, and Class Members acknowledge that they may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those that they now know or believe to be true concerning the subject matter of the Actions or the Release in this Agreement. Nevertheless, Settlement Class Counsel, Automotive Recycler Plaintiffs, and Class Members, in executing this Agreement, intend fully, finally, and forever to settle, release, discharge, acquit, and hold harmless all such matters, and all existing and potential claims against the Released Parties relating thereto which exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Actions, their underlying subject matter, the Subject Vehicles, and their Takata airbags, except as otherwise stated in this Agreement.

I. Automotive Recycler Plaintiffs expressly understand and acknowledge, and all Automotive Recycler Plaintiffs and Class Members will be deemed by the Final Approval Order and Final Judgment to acknowledge and waive, Section 1542 of the Civil Code of the State of California, which provides that:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Automotive Recycler Plaintiffs and Class Members expressly waive and relinquish any and all rights and benefits that they may have under, or that may be conferred upon them by, the provisions of Section 1542 of the Civil Code of the State of California, or any other law of any state or territory that is similar, comparable, or equivalent to Section 1542, to the fullest extent they may lawfully waive such rights.

J. Automotive Recycler Plaintiffs represent and warrant that they are the sole and exclusive owners of all claims that they are releasing under this Agreement. Automotive Recycler Plaintiffs further acknowledge that they have not assigned, pledged, or in any manner whatsoever sold, transferred, assigned, or encumbered any right, title, interest, or claim arising out of or in any way whatsoever pertaining to the Actions, including, without limitation, any claim for benefits, proceeds, or value under the Actions, and that Automotive Recycler Plaintiffs are not aware of anyone other than themselves claiming any interest, in whole or in part, in the Actions or in any benefits, proceeds, or values under the Actions.

K. Without in any way limiting its scope, this Release covers, by example and without limitation, any and all claims for attorneys' fees, costs, expert fees, consultant fees, interest, litigation fees, costs, or any other fees, costs, or disbursements of any kind and nature incurred by any attorneys, Settlement Class Counsel, or Automotive Recycler Plaintiffs, other than as set forth in this Settlement Agreement.

L. Settlement Class Counsel and any other attorneys who worked with or on behalf of Settlement Class Counsel on any of the Actions acknowledge that they have conducted sufficient independent investigation and discovery to enter into this Settlement Agreement and, by executing this Settlement Agreement, state that they have not relied upon any statements or representations made by the Released Parties or any person or entity representing the Released Parties, other than as set forth in this Settlement Agreement.

M. Pending the Court's entry of the Final Approval Order and Final Judgment, the Parties agree that any and all outstanding obligations and deadlines relating to pleadings, discovery, and any other pretrial requirements are hereby stayed and suspended as to BMW. Upon the Court's entry of the Final Approval Order and Final Judgment approving this Settlement, the Parties expressly waive any and all such pretrial requirements as to BMW.

N. Nothing in this Release will preclude any action to enforce the terms of the Agreement, including participation in any of the processes detailed herein.

O. Automotive Recycler Plaintiffs and Settlement Class Counsel hereby agree and acknowledge that the provisions of this Release together constitute an essential and material term of the Agreement and will be included in any Final Approval Order and Final Judgment entered by the Court.