

In the Matter of a U.S. Guarantee and Collateral Agreement over Shares dated and effective as of 28th February, 2003 and a First-Tier Subsidiary Pledge Agreement dated and effective as of 28th February, 2003

And in the Matter of GCR Order 50, rule 11

AFFIDAVIT



I, Richard Duker, 270 Park Avenue, New York, New York 10017, MAKE OATH and say as follows:

- 1 I am a Managing Director of JPMorgan Chase Bank (the "**Chargee**"), a New York banking corporation having its principal office at 270 Park Avenue, New York, New York 10017.
- 2 Pursuant to a U.S. Guarantee and Collateral agreement dated and effective as of 28th February, 2003 (the "**U.S. Guarantee and Collateral Agreement**") between TRW Automotive Holdings Corp., TRW Automotive Intermediate Holdings Corp., TRW Automotive Acquisition Corp. and each other subsidiary of TRW Automotive Holdings Corp. including TRW Auto Holdings Inc. (the "**Chargor**") and the Chargee and a First-Tier Subsidiary Pledge Agreement dated and effective as of 28th February, 2003 (the "**First-Tier Subsidiary Pledge Agreement**") between TRW Automotive Acquisition Corp., each subsidiary of TRW Automotive Holdings Corp., including the Chargor, and JPMorgan Chase Bank, the Chargor charged as beneficial owner all its rights, title and interest to, inter alia, 20 shares of US\$5.00 each (the "**Shares**") in the capital of TRW China Holdings Ltd. (the "**Company**").
- 3 Pursuant to the U.S. Guarantee and Collateral Agreement and the First-Tier Subsidiary Pledge Agreement, at any time after an Event of Default has occurred (as defined in the U.S. Guarantee and Collateral Agreement and the First-Tier Subsidiary Pledge Agreement) and following notification from the Chargee to the Chargor of the Chargee's intention to exercise its rights following such Event of Default, the Chargee is entitled to receive and retain all dividends and other distributions in respect of the Shares and at any time prior to the occurrence of an Event of Default the Chargor is entitled to receive and retain all dividends and other distributions in respect of the Shares other than non cash dividends and other distributions which constitute Pledged Securities under the U.S. Guarantee and Collateral Agreement and the First-Tier Subsidiary Pledge Agreement which shall become part of the Pledged Collateral pursuant to such agreements.

by

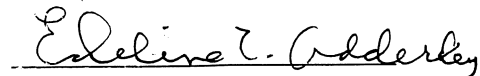


Name:

Title:

**RICHARD W. DUKER  
MANAGING DIRECTOR**

SWORN to at  
this 17<sup>th</sup> day of April, 2003  
before me:

  
Notary Public

**EDELIN C. ADDERLEY  
Notary Public, State of New York  
No. 01AD6079940  
Qualified in Bronx County  
Commission Expires September 03, 2006**

**THIS AFFIDAVIT** is filed by Maples and Calder, attorneys for JPMorgan Chase Bank, whose address for service is P.O. Box 309GT, Uglan House, South Church Street, George Town, Grand Cayman, Cayman Islands.

C335/03 ✓

**STOP NOTICE**

To: TRW China Holdings Ltd.  
P.O. Box 709, 2 Zephyr House, Mary Street  
George Town, Grand Cayman

**TAKE NOTICE** that the ordinary shares (the "Securities") referred to in the affidavit to which this notice is annexed consist of the following:

20 shares of par value US\$5.00 each in the capital of TRW China Holdings Ltd.

This notice is intended to stop:

- 1 the transfer of the Securities; and
- 2 the payment (other than to or to the order of JPMorgan Chase Bank (the "Chargee")) (a) of any dividend or other distribution in respect of the Securities following an Event of Default and while an Event of Default is continuing as defined in the Credit Agreement (the "**Credit Agreement**") dated as of 27th February among TRW Automotive Holdings Corp., TRW Automotive Intermediate Holdings Corp., TRW Automotive Acquisition Corp., the Foreign Subsidiary Borrowers party thereto and the Chargee, and (b) prior to any Event of Default, of any non-cash dividend or other distribution which constitutes Pledged Securities under the U.S. Guarantee and Collateral Agreement (the "**U.S. Guarantee and Collateral Agreement**") dated and effective as of 28th February, 2003, among TRW Automotive Holdings Corp., TRW Automotive Intermediate Holdings Corp., TRW Automotive Acquisition Corp. and each other subsidiary of TRW Automotive Holdings Corp. and the Chargee and the First-Tier Subsidiary Pledge Agreement dated and effective as of 28th February, 2003 (the "**First-Tier Subsidiary Pledge Agreement**") among TRW Automotive Acquisition Corp., each subsidiary of TRW Automotive Holdings Corp. and the Chargee which shall become part of the Pledged Collateral (as defined in the aforementioned agreements) pursuant to such agreements.



for and on behalf of  
JPMorgan Chase Bank

**RICHARD W. DUKER**  
**MANAGING DIRECTOR**

**NOTE:**

No transfer of the Securities referred to above shall be registered nor shall any such payments as is referred to above be made until 14 days after sending notice thereof to the following person (on whose behalf the above stop notice has been filed):

JPMorgan Chase Bank  
270 Park Avenue  
New York, New York 10017

stop notice