TRW Automotive Inc.

$670,000,000 % Senior Notes due 2014
€250,000,000 % Senior Notes due 2014
$500,000,000 % Senior Notes due 2017

This is an offering by TRW Automotive Inc., or the "Issuer", of $670,000,000 of its % Senior Notes due 2014 (the "2014 notes"), €250,000,000 of its % Senior Notes due 2014 (the "euro notes") and $500,000,000 of its % Senior Notes due 2017 (the "2017 notes" and, together with the 2014 notes, the "dollar notes", and the dollar notes together with the euro notes, the "notes"), to finance its refinancing of certain existing indebtedness and pay related premiums, fees and expenses. Interest is payable on each series of notes on and of each year, beginning on , 2007. The 2014 notes will mature on , 2014. The euro notes will mature on , 2014. The 2017 notes will mature on , 2017. The closing of this offering is conditioned upon the Issuer receiving the requisite consents to the consent solicitations described under "Debt Tender Offers and Consent Solicitations".

The Issuer may redeem some or all of each series of notes at a redemption price equal to 100% of their principal amount plus the applicable "make-whole" premium, plus accrued and unpaid interest. In addition, prior to , 2010, the Issuer may redeem up to 35% of each series of notes with the proceeds of certain equity offerings if at least 65% of the aggregate principal amount of such series remains outstanding immediately after such redemption.

The notes will be general senior unsecured obligations of the Issuer, will be effectively subordinated to all the Issuer's existing and future senior secured indebtedness, will be *pari passu* in right of payment with any of the Issuer's existing and future senior unsecured indebtedness and will be senior to the Issuer's existing and any future subordinated indebtedness. The notes will be guaranteed on a senior unsecured basis by substantially all of the Issuer's direct and indirect wholly owned domestic subsidiaries on the issue date and by TRW Automotive Finance (Luxembourg), SARL, its Luxembourg subsidiary. The notes will also be effectively subordinated to all liabilities and preferred stock of each subsidiary of the Issuer that does not guarantee the notes.

See "Risk factors" beginning on page 18 for a discussion of certain risks that you should consider in connection with an investment in the notes.

The notes have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), or the securities laws of any other place. The Issuer is offering the notes only to qualified institutional buyers under Rule 144A and to persons outside the United States under Regulation S. The Issuer is not required to register to exchange the notes for resale under the Securities Act, or the securities laws of any other jurisdiction and is not required to offer to exchange the notes for notes registered under the Securities Act or the securities laws of any other jurisdiction and the Issuer has no present intention to do so. For further details about eligible offerees and resale restrictions, see "Notice to Investors".

The dollar notes that are sold to qualified institutional buyers will be eligible for trading in the Private Offerings, Resales and Trading through Automated Linkages Market ("PORTAL"). We intend to apply for the euro notes to be admitted to trading on the Alternative Securities Market of the Irish Stock Exchange. However, we cannot assure you that we will be able to list the euro notes on such exchange. If we do not list the euro notes on the Alternative Securities Market of the Irish Stock Exchange, we intend to apply to list the euro notes on another exchange chosen by us in our sole discretion.

This offering memorandum is not a "prospectus" for the purposes of European Union Directive (2003/71/EC) (the "Prospectus Directive").

We expect that delivery of the notes will be made to investors in book-entry form through The Depository Trust Company (in the case of the dollar notes) and through the Euroclear System and Clearstream (in the case of the euro notes), in each case, on or about , 2007, which is the business day following the date of this offering memorandum, subject to certain conditions. Purchasers of the notes should consider that trading of the notes may be affected by this settlement date. See "Plan of Distribution".

Joint Book-Running Managers

LEHMAN BROTHERS **BANC OF AMERICA SECURITIES LLC**

DEUTSCHE BANK SECURITIES

GOLDMAN, SACHS & CO. **MERRILL LYNCH & CO.**

, 2007

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It is expected that delivery of the notes will be made against payment thereof on or about the date specified in the last paragraph of the cover page hereof, which will be the business day in the United States following the date hereof. Pursuant to Rule 15c6-1 under the Securities Exchange Act of 1934, or the "Exchange Act", trades in the secondary market generally are required to settle in three business days, unless the parties to any such trade expressly agree otherwise. Accordingly, purchasers of notes who wish to trade notes on the date of pricing or the next succeeding business day will be required to specify an alternative settlement cycle at the time of any such trade to prevent a failed settlement. Purchasers of notes who wish to trade notes on the date of pricing or the next succeeding business day should consult their own advisors.

You should rely only upon the information contained in this offering memorandum. Neither we nor the initial purchasers have authorized any other person to provide you with different information. If anyone provides you with different or inconsistent information, you should not rely on it. Neither the Issuer nor any of the initial purchasers are making an offer to sell these securities in any jurisdiction where the offer or sale is not permitted. You should assume the information appearing in this offering memorandum is accurate only as of the date on the front cover of this offering memorandum. Our business, financial condition, results of operations and prospects may have changed since that date.

The Issuer is relying on an exemption from registration under the Securities Act for offers and sales of securities that do not involve a public offering. By purchasing notes, you will be deemed to have made the acknowledgments, representations, warranties and agreements set forth under the heading "Notice to Investors" in this offering memorandum. You should understand that you will be required to bear the financial risks of your investment for an indefinite period of time. The initial purchasers are relying on exemptions from the provisions of Section 5 of the Securities Act provided by Rule 144A and Regulation S in connection with the initial resale of the notes. These notes are subject to restrictions on transferability and resale and may not be transferred or resold in the United States except as permitted under applicable U.S. federal and state securities laws pursuant to a registration statement or an exemption from registration. The Issuer is not required to register to exchange the notes for resale under the Securities Act, or the securities laws of any other jurisdiction and is not required to offer to exchange the notes for notes registered under the Securities Act or the securities laws of any other jurisdiction and the Issuer has no present intention to do so.

We have submitted this offering memorandum confidentially to a limited number of U.S. institutional investors and non-U.S. investors so they can consider a purchase of the notes. We have not authorized its use for any other purpose. This offering memorandum may not be copied or reproduced in whole or in part. It may be distributed, and its contents disclosed, only to the prospective investors to whom it is provided. By accepting delivery of this offering memorandum, you agree to these restrictions. By accepting delivery, you also acknowledge that this offering memorandum contains confidential information and you agree that the use of this information for any purpose other than considering a purchase of the notes is strictly prohibited. You should promptly return this offering memorandum, as well as other materials we may subsequently provide to you, to Lehman Brothers Inc., 745 Seventh Avenue, 4th Floor, High Yield Capital Markets, New York, New York 10019, if you decide not to participate in this offering or if the Issuer terminates this offering. These undertakings and prohibitions are intended for our benefit and may be enforced by us.

This offering memorandum is based on information provided by us and other sources we believe are reliable. The initial purchasers are not making any representation or warranty that this information is accurate or complete and are not responsible for this information. We have summarized certain documents and other information in a manner believed to be accurate, but we refer you to the actual documents for a more complete understanding of what we discuss in this offering memorandum. In making an investment decision, you must rely on your own examination of our business and the terms of this offering and the notes, including the merits and risks involved. This offering is being made on the basis of this offering memorandum. Any decision to purchase the notes in this offering must be based on the information contained in this offering memorandum.

You should contact us or the initial purchasers with any questions about this offering or if you require additional information to verify the information contained in this offering memorandum.

Neither we nor the initial purchasers are making any representation to any purchaser of the notes regarding the legality of an investment in the notes by it under any legal investment or similar laws or regulations. You should not consider any information in this offering memorandum to be legal, business or tax advice. You should consult your own attorney, business advisor and tax advisor for legal, business and tax advice regarding an investment in the notes.

The Issuer reserves the right to withdraw this offering of the notes at any time. The Issuer and the initial purchasers also reserve the right to reject any offer to purchase the notes in whole or in part for any reason and to allot to any prospective investor less than the full amount of notes sought by it.

Laws in certain jurisdictions may restrict the distribution of this offering memorandum and the offer and sale of the notes. Persons into whose possession this offering memorandum or any of the notes are delivered must inform themselves about, and observe, any such restrictions. Each prospective purchaser of the notes must comply with all applicable laws and regulations in force in any jurisdiction in which it purchases, offers or sells the notes or possesses or distributes this offering memorandum and must obtain any consent, approval or permission required under any regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers or sales, and neither we nor the initial purchasers shall have any responsibility therefor.

THE NOTES DESCRIBED IN THIS OFFERING MEMORANDUM HAVE NOT BEEN REGISTERED WITH, RECOMMENDED BY OR APPROVED BY THE SECURITIES AND EXCHANGE COMMISSION (THE "SEC") OR ANY OTHER REGULATORY SECURITIES COMMISSION OR AUTHORITY. IN ADDITION, NEITHER THE SEC NOR ANY OTHER REGULATORY COMMISSION OR AUTHORITY HAS PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFERING MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

The federal securities laws prohibit trading in our securities while in possession of material non-public information with respect to us.

Some persons participating in this offering may engage in transactions that stabilize, maintain or otherwise affect the price of these notes, through PORTAL (in the case of the dollar notes) or otherwise, at levels that might not otherwise prevail in the open market. This stabilizing, if commenced, may be discontinued at any time. For a description of these activities, see "Plan of Distribution".

NOTICE TO NEW HAMPSHIRE RESIDENTS

Neither the fact that a registration statement or an application for a license has been filed under RSA 421-B with the state of New Hampshire nor the fact that a security is effectively registered or a person is licensed in the state of New Hampshire constitutes a finding by the Secretary of State of New Hampshire that any document filed under RSA 421-B is true, complete and not misleading. Neither any such fact nor the fact that an exception or exemption is available for a security or a transaction means the Secretary of State has passed in any way upon the merits or qualifications of, or recommended or given approval to, any person, security or transaction. It is unlawful to make or cause to be made, to any prospective purchaser, customer or client, any representation inconsistent with the provisions of this paragraph.

WHERE YOU CAN FIND MORE INFORMATION

TRW Automotive Holdings Corp. files annual, quarterly and current reports, proxy statements and other information with the SEC. These SEC filings are available to the public over the Internet at the SEC's web site at http://www.sec.gov. You also may read and copy any document TRW Automotive Holdings Corp. files with the SEC at the SEC's public reference room at 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the public reference room. TRW Automotive Holdings Corp. common stock is listed and traded on the New York Stock Exchange. TRW Automotive Holdings Corp. reports, proxy statements and other information filed with the SEC also can be inspected and copied at the New York Stock Exchange, 20 Broad Street, New York, New York.

The Issuer has agreed that, for so long as any of the notes remain outstanding, it will furnish to holders of notes and to prospective purchasers designated by such holders the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act to permit compliance with Rule 144A in connection with resales of notes.

If the euro notes are admitted to trading on the Alternative Securities Market of the Irish Stock Exchange, physical copies of this offering memorandum, including the documents incorporated by reference herein, will be available free of charge at the office of BNY fund services (Ireland) Ltd, Guild house, Guild street, Dublin 1, Ireland, our Irish paying agent and transfer agent with respect to the euro notes. In addition, for as long as our debt securities are listed for trading on the Irish Stock Exchange, you may obtain access to, or physical copies of, the reports and other information concerning us that we have filed with the Irish Stock Exchange at its facilities or at the offices of BNY fund services (Ireland) Ltd, Guild house, Guild street, Dublin 1, Ireland.

INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

This offering memorandum "incorporates by reference" the information we file with the SEC, which means that we can disclose important information to you by referring you to those documents. The information incorporated by reference is considered to be part of this offering memorandum, and information that we file later with the SEC will automatically update and supersede the information in this offering memorandum. We incorporate by reference our Annual Report on Form 10-K for the fiscal year ended December 31, 2006 (the "2006 10-K") and any future filings we make with the SEC under Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act until the Issuer sells all of the notes.

You may request a copy of these filings at no cost, by writing or telephoning the following address:

TRW Automotive Holdings Corp.
12001 Tech Center Drive
Livonia, Michigan 48150
(800) 219-7411
Attention: Director — Investor Relations

FORWARD-LOOKING STATEMENTS

This offering memorandum includes and incorporates by reference "forward-looking statements" within the meaning of Section 27A of the Securities Act, and Section 21E of the Exchange Act, and as defined in the U.S. Private Securities Litigation Reform Act of 1995. We intend that those statements be covered by the safe harbors created under those laws. Forward-looking statements include statements concerning our plans, objectives, goals, strategies, future events, future revenue or performance, capital expenditures, financing needs, plans or

intentions relating to acquisitions, business trends and other information that is not historical information. When used in this offering memorandum, the words "estimates", "expects", "anticipates", "projects", "plans", "intends", "believes", "forecasts" or future or conditional verbs, such as "will", "should", "could" or "may", and variations of such words or similar expressions are intended to identify forward-looking statements. These forward-looking statements are subject to a number of risks, uncertainties and assumptions, including those described in our periodic filings with the SEC. All forward-looking statements, including, without limitation, management's examination of historical operating trends and data, are based upon our current expectations and various assumptions. Our expectations, beliefs and projections are expressed in good faith and we believe there is a reasonable basis for them. However, we cannot assure you that management's expectations, beliefs and projections will be achieved. There are a number of risks, uncertainties and other important factors that could cause our actual results to differ materially from the forward-looking statements contained in this offering memorandum. Such risks, uncertainties and other important factors which could cause our actual results to differ materially from those suggested by our forward-looking statements are set forth herein under "Risk Factors" and in our reports incorporated by reference into this offering memorandum, and include:

- production cuts or restructurings by our major customers;
- work stoppages or other labor issues at the facilities of our customers or suppliers;
- non-performance by, or insolvency of, our suppliers and customers, which may be exacerbated by recent bankruptcies and other pressures within the automotive industry;
- the inability of our suppliers to deliver products at the scheduled rate and disruptions arising in connection therewith;
- interest rate risk arising from our variable rate indebtedness (which constitutes a significant portion of our indebtedness);
- loss of market share by domestic vehicle manufacturers;
- efforts by our customers to consolidate their supply base;
- severe inflationary pressures impacting the market for commodities;
- escalating pricing pressures from our customers;
- our dependence on our largest customers;
- fluctuations in foreign exchange rates;
- our substantial leverage;
- product liability and warranty and recall claims and efforts by customers to alter terms and conditions concerning warranty and recall participation;
- limitations on flexibility in operating our business contained in our debt agreements;
- the possibility that our owners' interests will conflict with ours; and
- other risks and uncertainties set forth under "Risk Factors" herein and in our filings with the SEC incorporated by reference herein.

All forward-looking statements attributable to us or persons acting on our behalf apply only as of the date of this offering memorandum and are expressly qualified in their entirety by the cautionary statements included in this offering memorandum and in TRW Automotive Holding Corp.'s filings with the SEC incorporated by reference herein. We undertake no obligation to update or revise forward-looking statements which have been made to reflect events or circumstances that arise after the date made or to reflect the occurrence of unanticipated events.

EXCHANGE RATE INFORMATION

The following table sets forth, for the periods indicated, certain information regarding the daily 12 noon buying rate for the euro as certified by the Federal Reserve Bank of New York for customs purposes, expressed in U.S. dollars per euro. These rates are presented for informational purposes and are not the same as the rates that are used for purposes of translating euros into U.S. dollars in our financial statements or for determining the equivalent amounts of the euro-denominated notes offered hereby. The exchange rate used for presenting the amounts in U.S. dollars of the euro-denominated notes offered hereby was €1.00 = $1.3192.

	U.S. Dollars per Euro as of and For the Year Ended December 31,		
	2006	2005	2004
Exchange rate at end of period	$1.3197	$1.1842	$1.3538
Daily average exchange rate during period	1.2563	1.2449	1.2438
Highest exchange rate during period	1.3327	1.3476	1.3625
Lowest exchange rate during period	1.1860	1.1667	1.1801

On March 9, 2007, the noon buying rate for euro, expressed as U.S. dollars per euro was €1.00 = $1.3118.

OFFERING MEMORANDUM SUMMARY

The following summary is qualified in its entirety by and should be read in conjunction with the detailed information and financial statements and related notes appearing elsewhere in this offering memorandum and in the documents incorporated by reference into this offering memorandum. You should carefully consider the matters discussed under the caption "Risk Factors". Except as the context otherwise requires, data in this offering memorandum assumes that the tender offers described below under "Tender Offers and Consent Solicitations" and this offering have been consummated. The terms the "Company", "we", "our" and "us", except as otherwise indicated in this offering memorandum or as the context otherwise requires, refer to TRW Automotive Holdings Corp. ("Holdings") and its subsidiaries. The term "Issuer" refers to TRW Automotive Inc.

The Company

We are among the world's largest and most diversified suppliers of automotive systems, modules and components to global automotive original equipment manufacturers ("OEMs") and related aftermarkets. We conduct substantially all of our operations through the Issuer and its subsidiaries. These operations primarily encompass the design, manufacture and sale of active and passive safety related products. Active safety related products principally refer to vehicle dynamic controls (primarily braking and steering), and passive safety related products principally refer to occupant restraints (primarily air bags and seat belts) and safety electronics (electronic control units and crash and occupant weight sensors). We are primarily a "Tier 1" supplier, with approximately 86% of our end-customer sales in 2006 to major OEMs. We operate our business along three segments: Chassis Systems, Occupant Safety Systems and Automotive Components. Holdings owns no material assets other than the equity interests in TRW Automotive Intermediate Holdings Corp., which owns no material assets other than the equity interests in the Issuer.

Financial and Operating Information

Financial information contained herein represents historical consolidated financial information for Holdings. The only material difference between Holdings and the Issuer is a $499,000,000 original principal promissory note payable to the Issuer by its direct parent, TRW Automotive Intermediate Holdings Corp., a wholly owned subsidiary of Holdings. The promissory note bears interest at 9.5% per annum, which is paid in kind. Such promissory note and related interest income earned by the Issuer is eliminated in consolidation. Therefore, neither this promissory note payable to the Issuer nor related interest income is included in the financial information contained herein.

The consolidated historical financial information contained herein should be read in conjunction with the 2006 10-K incorporated by reference into this offering memorandum.

Segment Information. We conduct substantially all of our operations through the Issuer and its subsidiaries and along three segments: Chassis Systems, Occupant Safety Systems and Automotive Components. The table below summarizes certain financial information for our segments.

	Years Ended December 31,		
	2006	2005	2004
	(Dollars in millions)		
Sales to external customers:			
Chassis Systems	$ 7,096	$ 7,206	$ 6,950
Occupant Safety Systems	4,326	3,745	3,438
Automotive Components	1,722	1,692	1,623
Total sales	$13,144	$12,643	$12,011
Segment earnings before taxes:			
Chassis Systems	$ 288	$ 273	$ 258
Occupant Safety Systems	420	296	327
Automotive Components	67	92	102
Segment earnings before taxes	775	661	687
Corporate expense and other	(126)	(95)	(104)
Financing costs	(250)	(231)	(252)
Loss on retirement of debt	(57)	(7)	(167)
Earnings (losses) before income taxes	$ 342	$ 328	$ 164

See "Item 7 — Management's Discussion and Analysis of Financial Condition and Results of Operations" of the 2006 10-K incorporated by reference into this offering memorandum, and Note 21 to the consolidated financial statements included therein, for a discussion of segment earnings before taxes.

Sales by Product Line. Our 2006 sales by product line are as follows:

Product Line	Percentage of Sales
Steering gears and systems	15.9%
Air bags	15.2%
Foundation brakes	13.1%
Seat belts	7.6%
ABS and other braking products	7.5%
Aftermarket	7.5%
Crash sensors and other safety and security electronics	7.0%
Engine valves	4.8%
Steering wheels	4.7%
Body controls	4.4%
Linkage and suspension	4.2%
Chassis modules	3.8%
Engineered fasteners and plastic components	3.3%
Other	1.0%

Sales by Geography. Our 2006 sales by geographic region are as follows:

Geographic Region	Percentage of Sales
Europe	57.1%
North America	32.7%
Rest of the World	10.2%

See Note 21 to the consolidated financial statements included in the 2006 10-K incorporated by reference into this offering memorandum for additional product sector and geographical information.

Business Developments and Industry Trends

Business Development and Strategy. We have become a leader in the global automotive parts industry by capitalizing on the strength of our products, technological capabilities and systems integration skills. Over the last decade, we have experienced sales growth in many of our product lines due to an increasing focus by both governments and consumers on safety and fuel efficiency. We believe that this trend is continuing as evidenced by ongoing regulatory activities and escalating fuel costs, and will enable us to experience growth in the most recent generation of advanced safety and fuel efficient products. Such advanced products include vehicle stability control systems, curtain and side air bags, occupant sensing systems, electrically assisted power steering systems and tire pressure monitoring systems.

Throughout our long history as a leading supplier to major OEMs, we have focused on products where we have a technological advantage. We have extensive technical experience in a focused range of safety-related product lines and strong systems integration skills. These traits enable us to provide comprehensive, systems-based solutions for our OEM customers. We have a broad and established global presence and sell to major OEMs across all of the world's major vehicle producing regions, including the rapidly expanding Chinese and Indian markets. We believe our business diversification mitigates our exposure to the risks of any one geographic economy, product line or major customer concentration. It also enables us to extend our portfolio of products and new technologies across our customer base and geographic regions, and provides us the necessary scale to optimize our cost structure.

We continually consider and may pursue opportunities to acquire other businesses or technologies that could complement, enhance or expand our current business or products or that might otherwise offer us growth opportunities. Depending on the circumstances, any acquisition or business combination could be affected by us (including the Issuer) or by any of our affiliates. Such acquisitions or business combinations could change the credit profile of the Company in significant respects, and could involve the incurrence of substantial additional indebtedness and significant fees and expenses, and/or the making of substantial distributions of cash, properties or other assets, none of which would be restricted by the terms of the indentures or the notes.

The Automotive Industry Climate. The following key trends have been affecting the automotive parts industry over the past several years, many of which we expect to continue in the near term. *(The statements regarding industry outlook, trends, the future development of certain automotive systems and other non-historical statements contained in this section are forward-looking statements.)*

These developments and trends include:

- a decline in market share and significant announced production cuts among some of our largest customers, including the North American operations of Ford Motor Company, General Motors Corporation and the Chrysler group of DaimlerChrysler AG (the "Big Three");
- the deteriorating financial condition of certain of our customers and the resulting uncertainty as they undergo (or contemplate undergoing) restructuring initiatives, including in certain cases, significant capacity reductions and/or reorganization under bankruptcy laws;
- the continued rise in inflationary pressures impacting certain commodities such as petroleum-based products, resins, yarns, ferrous metals, aluminum, base metals and other chemicals;
- a consumer shift in the North American market away from sport utility vehicles and light trucks to more fuel efficient cross-over utility vehicles and passenger cars;
- the growing concerns over the economic viability of our Tier 2 and Tier 3 supply base as they face inflationary pressures and financial instability in certain of their customers;
- continuing pricing pressure from OEMs and efforts by our customers to change contract terms and conditions concerning warranty and recall participation; and
- volatility of the U.S. dollar against other currencies, mainly the Euro.

These developments and trends are discussed in detail in "Part II, Item 7 — Management's Discussion and Analysis of Financial Condition and Results of Operations" of the 2006 10-K incorporated by reference in this offering memorandum.

In addition, the following are significant characteristics of the automotive and automotive supply industries.

- *Consumer and Regulatory Focus on Safety.* Consumers, and therefore OEMs, are increasingly focused on, and governments are increasingly requiring, improved safety in vehicles. For example, the Alliance of Automobile Manufacturers and the Insurance Institute for Highway Safety announced voluntary performance criteria which encompass a wide range of occupant protection technologies and designs, including enhanced matching of vehicle front structural components and enhanced side-impact protection through the use of features such as side air bags, air bag curtains and revised side-impact structures. By September 1, 2007, at least 50% of all vehicles offered in the United States by participating manufacturers are expected to meet the front-to-side performance criteria, and by September 2009, 100% of the vehicles of participating manufacturers are expected to meet the criteria.

In September 2006, the National Highway Safety Traffic Administration ("NHTSA") issued a Notice of Proposed Rulemaking proposing standard fitment of electronic stability control ("ESC") on all North American vehicles under 10,000 lbs. gross vehicle weight no later than September 2011. The proposal includes a phase-in plan, with ESC to be fitted on 30% of new vehicle production by September 2008, 60% by September 2009, and 90% by September 2010. The final rule is expected to be issued in the first quarter of 2008.

In October 2005, NHTSA updated its mandate for the assembly onto vehicles of a direct tire pressure monitoring system, capable of detecting when one or more tires are significantly under-inflated. The phase-in period for compliance is as follows: 20% of light vehicles are required to comply with the standard during the period from October 5, 2005 to August 31, 2006; 70% during the period from September 1, 2006 to August 21, 2007; and all light vehicles thereafter.

Advances in technology by us and others have led to a number of innovations in our product portfolio, which will allow us to benefit from this trend. Such innovations include electronic vehicle stability control systems, tire pressure monitoring systems, occupant sensing systems, rollover sensing and curtain air bag systems.

- *Globalization of Suppliers.* To serve multiple markets more cost effectively, many OEMs are manufacturing global vehicle platforms, which typically are designed in one location but are produced and sold in many different geographic markets around the world. Having operations in the geographic markets in which OEMs produce global platforms enables suppliers to meet OEMs' needs more economically and efficiently.

Few suppliers have this global coverage, and it is a source of significant competitive advantage for those suppliers that do.

- *Shift of Engineering to Suppliers.* Increasingly, OEMs are focusing their efforts on consumer brand development and overall vehicle design, as opposed to the design of individual vehicle systems. In order to simplify the vehicle design and assembly processes and reduce their costs, OEMs increasingly look to their suppliers to provide fully engineered, combinations of components in systems and modules rather than individual components. Systems and modules increase the importance of Tier 1 suppliers because they generally increase the Tier 1 suppliers' percentage of vehicle content.

We have also seen certain vehicle manufacturers shift away from their funding of development contracts for new technology. We expect this trend to continue in 2007, thereby causing our engineering and research and development expenses to increase.

- *Increased Electronic Content and Electronics Integration.* The electronic content of vehicles has been increasing and, we believe, will continue to increase in the future. Consumer and regulatory requirements in Europe and the United States for improved automotive safety and environmental performance, as well as consumer demand for increased vehicle performance and functionality at lower cost largely drive the increase in electronic content. Electronics integration generally refers to replacing mechanical with electronic components and integration of mechanical and electrical functions within the vehicle. This

allows OEMs to achieve a reduction in the weight of vehicles and the number of mechanical parts, resulting in easier assembly, enhanced fuel economy, improved emissions control, increased safety and better vehicle performance. As consumers seek more competitively-priced ride and handling performance, safety, security and convenience options in vehicles, such as electronic stability control, active cruise control, air bags, keyless entry and tire pressure monitoring, we believe that electronic content per vehicle will continue to increase.

- *Increased Emphasis on Speed to Market.* As OEMs are under increasing pressure to adjust to changing consumer preferences and to incorporate technological advances, they are shortening product development times. Shorter product development times also generally reduce product development costs. We believe suppliers that are able to deliver new products to OEMs in a timely fashion to accommodate the OEMs' needs will be well-positioned to succeed in this evolving marketplace.

Debt Tender Offers and Consent Solicitations

The Issuer intends to offer to repurchase its outstanding 9⅜% Senior Notes due 2013 ($825,377,000 aggregate principal amount outstanding), its outstanding 10⅛% Senior Notes due 2013 (€130,000,000 aggregate principal amount outstanding), its outstanding 11% Senior Subordinated Notes due 2013 ($195,000,000 aggregate principal amount outstanding) and its outstanding 11¾% Senior Subordinated Notes due 2013 (€81,250,000 aggregate principal amount outstanding) (collectively, the "Existing Notes"), in each case pursuant to a tender offer. In conjunction with such tender offers, the Issuer also intends to commence consent solicitations to eliminate substantially all of the covenants and certain events of default in the indentures governing the Existing Notes. The tender offers will be conditioned upon, among other things (i) the valid tender of not less than a majority in aggregate principal amount of each series of Existing Notes, (ii) the receipt of consents from holders of not less than a majority in aggregate principal amount of each series of Existing Notes consenting to amendments to the applicable indentures for such Existing Notes, (iii) the successful raising or placing of debt financing to finance the tender offers on conditions acceptable to the Issuer and (iv) other customary conditions. Closing of this offering is conditioned upon the Issuer receiving the requisite consents to the consent solicitations described above. The proceeds of this offering will be utilized to repurchase the Existing Notes pursuant to the tender offers. Following completion of this offering, to the extent that all Existing Notes are not tendered in the tender offers, the Issuer intends to use any remaining net proceeds from this offering to repay such Existing Notes at maturity or, at its discretion, to redeem or defease such Existing Notes under the terms of the indentures governing the Existing Notes. We expect that if both the tender offers and this offering are successful, we will reduce our interest expense and extend the maturity dates on our debt.

Unless otherwise specified in this offering memorandum, we have assumed that 100% of the Existing Notes will be validly tendered and accepted for purchase in the tender offers.

Our principal executive offices are located at 12001 Tech Center Drive, Livonia, Michigan 48150, and our telephone number is (734) 855-2600. Our website address is http://www.trwauto.com. Information contained on this website does not constitute part of this offering memorandum.

The Offering

The following summary contains basic information about the notes and is not intended to be complete. For a more complete understanding of each issue of notes, please refer to the section entitled "Description of the Notes" in this offering memorandum.

Issuer	TRW Automotive Inc.
Notes Offered	$670,000,000 aggregate principal amount of % Senior Notes due 2014.
	€250,000,000 aggregate principal amount of % Senior Notes due 2014.
	$500,000,000 aggregate principal amount of % Senior Notes due 2017.
Maturity	, 2014 for the 2014 notes.
	, 2014 for the euro notes.
	, 2017 for the 2017 notes.
Interest Payment Dates	and of each year, commencing on , 2007.
Guarantees	The notes will be guaranteed on a senior unsecured basis by substantially all the Issuer's direct and indirect wholly-owned domestic subsidiaries (other than receivables subsidiaries and captive insurance subsidiaries) and by TRW Automotive Finance (Luxembourg), SARL, its Luxembourg subsidiary. Under certain circumstances, the Issuer's parent companies must also provide senior guarantees. See "Description of the Notes — Certain Covenants — Future guarantors." If the Issuer fails to make payments on the notes, the guarantors must make them instead. See "Risk Factors — Although we do not separately compile financial information for guarantor versus non-guarantor subsidiaries, the assets and liabilities of non-guarantor subsidiaries are substantial."
Ranking	The notes will be senior unsecured obligations of the Issuer and will: • rank equally in right of payment with all the Issuer's existing and future unsecured senior indebtedness; • rank senior in right of payment to all the Issuer's existing and future senior subordinated indebtedness and subordinated indebtedness; and • be effectively subordinated in right of payment to all the Issuer's existing and future secured debt (including the Issuer's secured debt under its senior secured credit facilities), to the extent of the value of the assets securing such debt, and to all liabilities and preferred stock of each of the Issuer's current and future subsidiaries that do not guarantee the notes. Similarly, the guarantees will be senior unsecured obligations of the guarantors and will: • rank equally in right of payment to all of the applicable guarantor's existing and future senior indebtedness;

	• rank senior in right of payment to all of the applicable guarantor's existing and future senior subordinated indebtedness and subordinated indebtedness; and • be effectively subordinated in right of payment to all of the applicable guarantor's existing and future secured debt (including the applicable guarantor's guarantee under the Issuer's senior secured credit facilities), to the extent of the value of the assets securing such debt, and to all liabilities and preferred stock of any subsidiary of a guarantor if that subsidiary is not a guarantor. As of December 31, 2006, assuming the Issuer had completed this offering and applied the proceeds therefrom as set forth under "Use of Proceeds" and that 100% of the Existing Notes were validly tendered and accepted for purchase in the tender offers the Issuer intends to commence, (1) the amount of the Issuer's senior indebtedness would have been approximately $3,082 million, including the notes, of which approximately $1,582 million would have been secured indebtedness, and (2) the Issuer would have had no subordinated indebtedness. See "Risk Factors — Although we do not separately compile financial information for the guarantor versus non-guarantor subsidiaries, the assets and liabilities of the non-guarantor subsidiaries are substantial." In addition, as of December 31, 2006, assuming the Issuer had completed this offering and applied the proceeds therefrom as set forth under "Use of Proceeds" and that 100% of the Existing Notes were validly tendered and accepted for purchase in the tender offers, no advances would have been outstanding under our receivables facility.
Optional Redemption	The Issuer may redeem some or all of the notes for cash at a redemption price equal to 100% of their principal amount plus an applicable make-whole premium (as described in this offering memorandum under "Description of the Notes — Optional Redemption") plus accrued and unpaid interest to the redemption date. In addition, at any time before , 2010, the Issuer may redeem up to 35% of each series of notes with the net cash proceeds from certain equity offerings at the prices listed under "Description of the Notes — Optional Redemption".
Change of Control	Upon the occurrence of a change of control triggering event, unless the Issuer has exercised its right to redeem your notes as described above, you will have the right to require the Issuer to purchase all or a portion of your notes at a purchase price in cash equal to 101% of the principal amount, plus accrued and unpaid interest to the date of purchase. See "Description of the Notes — Change of Control Triggering Event" and "Risk Factors — In certain circumstances, you should not rely on the "change of control" provision contained in the indentures governing the notes to protect you from the Company engaging in transactions to sell our business."
Certain Covenants	The indentures governing the notes will contain covenants that will impose significant restrictions on our business. The restrictions these covenants place on the Issuer and its subsidiaries include limitations on the Issuer's ability and the ability of its subsidiaries to: • incur liens;

	• enter into sale and leaseback transactions; and • engage in mergers or consolidations. These covenants will be subject to a number of important qualifications and limitations. See "Description of the Notes — Certain Covenants".
Transfer Restrictions	The Issuer has not registered the notes under the Securities Act or any state or foreign securities laws. The notes are subject to restrictions on transferability and resale. The Issuer is not required to register to exchange the notes for resale under the Securities Act or the securities laws of any other jurisdiction and is not required to offer to exchange the notes for notes registered under the Securities Act or the securities laws of any other jurisdiction and the Issuer has no present intention to do so. See "Notice to Investors".
No Public Market	The notes are new issues of securities. The initial purchasers have advised us that they intend to make a market in the notes. The initial purchasers are not obligated, however, to make a market in the notes, and any such market-making may be discontinued by the initial purchasers in their discretion at any time without notice. See "Plan of Distribution".
Listing	We intend to apply for the euro notes to be admitted to trading on the Alternative Securities Market of the Irish Stock Exchange. If we do not list the euro notes on the Alternative Securities Market of the Irish Stock Exchange, we intend to apply to list the euro notes on another exchange chosen by us in our sole discretion.
PORTAL	We expect the dollar notes sold to qualified institutional buyers to be eligible for trading on the Private Offerings, Resales and Trading through Automated Linkages System of the National Association of Securities Dealers, Inc.
Use of Proceeds	The Issuer intends to use the proceeds from this offering to purchase the Existing Notes prior to maturity pursuant to the cash tender offers the Issuer intends to commence and to pay related fees and expenses. To the extent that all Existing Notes are not tendered in the tender offers, the Issuer intends to use any remaining net proceeds from this offering to repay such Existing Notes at maturity or, at its discretion, to redeem or defease such Existing Notes under the terms of the indentures governing the Existing Notes. The Issuer intends to use any remaining net proceeds of this offering for general corporate purposes.
Condition to the Offering	Closing of this offering is conditioned upon the Issuer receiving the requisite consents to the consent solicitations described under "Debt Tender Offers and Consent Solicitations".

Risk Factors

Investing in the notes involves risks. You should carefully consider the information in this offering memorandum prior to investing in the notes. In particular, we urge you to consider carefully the factors set forth herein under "Risk Factors".

Summary Financial Data

The following tables set forth certain summary condensed consolidated financial data. The summary financial information presented below for each of the three years ended December 31, 2006, 2005 and 2004, and as of December 31, 2006 and 2005, has been derived from the financial statements incorporated by reference in this offering memorandum. You should read the information in conjunction with "Management's Discussion and Analysis of Financial Condition and Results of Operations" and the Consolidated Financial Statements of TRW Automotive Holdings Corp. included in the 2006 10-K incorporated by reference into this offering memorandum.

Financial information contained herein represents historical financial information for Holdings. The only material difference between Holdings and the Issuer is a $499,000,000 original principal promissory note payable to the Issuer by its direct parent, TRW Automotive Intermediate Holdings Corp., a wholly owned subsidiary of Holdings. The promissory note bears interest at 9.5% per annum, which is paid in kind. Such promissory note and related interest income earned by the Issuer is eliminated in consolidation. Therefore, neither this promissory note payable to the Issuer nor related interest income is included in the financial information contained herein.

Consolidated Statements of Earnings

	Year Ended December 31,		
	2006	2005	2004
	(In millions, except per share amounts)		
Sales	$13,144	$12,643	$12,011
Cost of sales	11,943	11,444	10,839
Gross profit	1,201	1,199	1,172
Administrative and selling expenses	527	490	513
Amortization of intangible assets	35	33	33
Restructuring charges and asset impairments	30	109	38
Other (income) expense — net	(27)	14	8
Operating income	636	553	580
Interest expense — net	247	228	250
Loss on retirement of debt	57	7	167
Accounts receivable securitization costs	3	3	2
Equity in earnings of affiliates, net of tax	(26)	(20)	(15)
Minority interest, net of tax	13	7	12
Earnings before income taxes	342	328	164
Income tax expense	166	124	135
Net earnings	$ 176	$ 204	$ 29
Basic earnings per share:			
Earnings per share	$ 1.76	$ 2.06	$ 0.30
Weighted average shares	100.0	99.1	97.8
Diluted earnings per share:			
Earnings per share	$ 1.71	$ 1.99	$ 0.29
Weighted average shares	103.1	102.3	100.5

	Year Ended December 31,		
	2006	2005	2004
	(Dollars in million, except ratios)		
Other financial data (unaudited):			
Capital expenditures	$ 529	$ 503	$ 493
Ratio of earnings to fixed charges(1)	2.19	2.21	1.61
Cash interest expense(2)	262	232	252

(1) For purposes of calculating the ratio of earnings to fixed charges, earnings represents pre-tax income from continuing operations before adjustment for minority interests in consolidated subsidiaries or income from equity investees, plus fixed charges and distributed income of equity investees. Fixed charges include interest expense (including amortization of debt issuance costs), accounts receivable securitization costs and the portion of operating rental expense which management believes is representative of the interest component of rent expense.

(2) Cash interest expense does not include loss on retirement of debt, accounts receivable securitization costs or any amortization of capitalized debt issuance costs or premiums.

Consolidated Balance Sheets

	As of December 31,	
	2006	2005
	(Dollars in millions)	
Assets		
Current assets:		
Cash and cash equivalents	$ 578	$ 659
Marketable securities	11	17
Accounts receivable — net	2,049	1,948
Inventories	768	702
Prepaid expenses	60	73
Deferred income taxes	210	200
Total current assets	3,676	3,599
Property, plant and equipment — net	2,714	2,538
Goodwill	2,275	2,293
Intangible assets — net	738	769
Pension asset	979	222
Deferred income taxes	91	100
Other assets	660	709
Total assets	$11,133	$10,230
Liabilities, Minority Interests and Stockholders' Equity		
Current liabilities:		
Short-term debt	$ 69	$ 98
Current portion of long-term debt	101	37
Trade accounts payable	1,977	1,865
Accrued compensation	271	280
Income taxes	259	271
Other current liabilities	998	1,039
Total current liabilities	3,675	3,590
Long-term debt	2,862	3,101
Post-retirement benefits other than pensions	645	917
Pension benefits	722	795
Deferred income taxes	428	230
Long-term liabilities	295	283
Total liabilities	8,627	8,916
Minority interests	109	106
Commitments and contingencies Stockholders' equity:		
Capital stock	1	1
Treasury stock	—	—
Paid-in-capital	1,125	1,142
Retained earnings	308	132
Accumulated other comprehensive earnings (losses)	963	(67)
Total stockholders' equity	2,397	1,208
Total liabilities, minority interests, and stockholders' equity	$11,133	$10,230

RISK FACTORS

Your investment in the notes will involve risk. Before you decide to purchase any notes, you should carefully consider the following risk factors and other information contained, or incorporated by reference, into this offering memorandum.

Risks Relating to the Notes

We may not be able to generate sufficient cash to service all of our indebtedness, including the notes, and may be forced to take other actions to satisfy our obligations under our indebtedness, which may not be successful.

Our ability to make scheduled payments or to refinance our debt obligations depends on our financial and operating performance, which is subject to prevailing economic and competitive conditions and to certain financial, business and other factors beyond our control. We may not be able to maintain a level of cash flows from operating activities sufficient to permit us to pay the principal, premium, if any, and interest on our indebtedness. See "Management's Discussion and Analysis of Financial Condition and Results of Operations — Liquidity and Capital Resources" in the 2006 10-K incorporated by reference in this offering memorandum.

If our cash flows and capital resources are insufficient to fund our debt service obligations, we may be forced to reduce or delay capital expenditures, sell assets, seek additional capital or seek to restructure or refinance our indebtedness, including the notes. These alternative measures may not be successful and may not permit us to meet our scheduled debt service obligations. In the absence of such operating results and resources, we could face substantial liquidity problems and might be required to sell material assets or operations to attempt to meet our debt service and other obligations. The Issuer's senior credit facilities restrict our ability to sell assets and use the proceeds from the sales. We may not be able to consummate those sales or to obtain the proceeds which we could realize from them and these proceeds may not be adequate to meet any debt service obligations then due. See "Description of Other Indebtedness — Senior Credit Facilities".

We are a holding company with no independent operations. Our ability to repay our debt depends upon the performance of our subsidiaries and their ability to make distributions to us.

All of our operations will be conducted by our subsidiaries and, therefore, our cash flow and our ability to service our indebtedness, including our ability to pay the interest on and principal of the notes when due, will be dependent upon cash dividends and distributions or other transfers from our subsidiaries. Any payment of dividends, distributions, loans or advances to us by our subsidiaries could be subject to restrictions on dividends or repatriation of earnings under applicable local law and monetary transfer restrictions in the jurisdictions in which our subsidiaries operate. In addition, payments to us by our subsidiaries will be contingent upon our subsidiaries' earnings.

Our subsidiaries are separate and distinct legal entities and, except for our subsidiary guarantors, they will have no obligation, contingent or otherwise, to pay amounts due under the notes or to make any funds available to pay those amounts, whether by dividend, distribution, loan or other payments.

Your right to receive payments on each issue of notes is junior to those lenders who have a security interest in our assets.

The Issuer's obligations under the notes and the guarantors' obligations under their respective guarantees of the notes are unsecured, but the Issuer's obligations under its senior credit facilities and each guarantor's obligations under their respective guarantees of the senior credit facilities are secured by a security interest in substantially all of our domestic tangible and intangible assets (other than receivables sold to the Issuer's receivables subsidiaries in connection with our receivables facility) and the assets and a portion of the stock of certain of our foreign subsidiaries. If we are declared bankrupt or insolvent, or if we default under the Issuer's senior credit facilities, the lenders could declare all of the funds borrowed thereunder, together with accrued interest, immediately due and payable. If we were unable to repay such indebtedness, the lenders could foreclose on the pledged assets to the exclusion of holders of the notes, even if an event of default exists under the indentures under which the notes will be

issued at such time. Furthermore, if the lenders foreclose and sell the pledged equity interests in any subsidiary guarantor under the notes, then that guarantor will be released from its guarantee of the notes automatically upon the applicable subsidiary guarantor ceasing to be a subsidiary as a result of any such foreclosure of any pledge or security interest or other exercise of remedies in respect thereof. In any such event, because the notes will not be secured by any of our assets or the equity interests in subsidiary guarantors, it is possible that there would be no assets remaining from which your claims could be satisfied or, if any assets remained, they might be insufficient to satisfy your claims fully. Additionally, to the extent any of the Issuer's subsidiaries sell receivables pursuant to our receivables facility, payments made in respect of those interests will not be available to make payments in respect of the notes. See "Description of Other Indebtedness".

As of December 31, 2006, assuming the Issuer had completed this offering and applied the proceeds therefrom as set forth under "Use of Proceeds" and that 100% of the Existing Notes were validly tendered and accepted for purchase in the tender offers, the Issuer would have had approximately $1,582 million of senior secured indebtedness (all of which is indebtedness under its senior credit facilities and which does not include availability of approximately $830 million under the revolving credit facility). The indentures will permit the incurrence of substantial additional indebtedness by the Issuer and its subsidiaries in the future, including secured indebtedness.

Claims of noteholders will be structurally subordinate to claims of creditors of the Issuer's non-U.S. subsidiaries (other than TRW Automotive (Luxembourg) SARL) and the Issuer's receivables and captive insurance subsidiaries because they will not guarantee the notes.

The notes will not be guaranteed by any of the Issuer's less than wholly-owned domestic subsidiaries, non-U.S. subsidiaries (other than TRW Automotive (Luxembourg) SARL) or receivables subsidiaries and captive insurance subsidiaries as described in "Description of the Notes — Guarantees" and "Description of the Notes — Certain Covenants — Future Guarantors". Accordingly, claims of holders of the notes will be structurally subordinate to the claims of creditors of these non-guarantor subsidiaries, including trade creditors. Without limiting the generality of the foregoing, claims of holders of the notes will also be structurally subordinate to claims of the lenders under the Issuer's senior credit facilities to the extent of the guarantees by non-U.S. subsidiaries of the senior credit facilities. All obligations of our non-guarantor subsidiaries will have to be satisfied before any of the assets of such subsidiaries would be available for distribution, upon a liquidation or otherwise, to the Issuer or a guarantor of the notes.

We also have joint ventures and subsidiaries in which we own less than 100% of the equity so that, in addition to the structurally senior claims of creditors of those entities, the equity interests of our joint venture partners or other shareholders in any dividend or other distribution made by these entities would need to be satisfied on a proportionate basis with us. These joint ventures and less than wholly-owned subsidiaries may also be subject to restrictions on their ability to distribute cash to us in their financing or other agreements and, as a result, we may not be able to access their cash flow to service our debt obligations, including in respect of the notes.

Although we do not separately compile financial information for guarantor versus non-guarantor subsidiaries, the assets and liabilities of non-guarantor subsidiaries are substantial.

We report financial information on a consolidated basis through the Issuer's indirect parent, Holdings. We do not now (nor do we intend to after the issuance of the notes) separately produce financial information for guarantor versus non-guarantor subsidiaries.

However, 72% of our 2006 sales originated outside of the United States and so can be assumed to have arisen out of the non-guarantor subsidiaries. In addition, as of December 31, 2006, the non-guarantor subsidiaries had approximately $163 million of third party indebtedness (excluding inter-company debt). For the purposes of your purchase of the notes, you should assume that a substantial portion of our sales, profits, assets and liabilities are attributable to non-guarantor subsidiaries and that the assets and sales of the guarantor subsidiaries may not be sufficient to satisfy the claims of a noteholder upon default of the notes. See also ''— Claims of noteholders will be structurally subordinate to claims of creditors of the Issuer's non-U.S. subsidiaries (other than TRW Automotive (Luxembourg) SARL), receivables subsidiaries and captive insurance subsidiaries because they will not guarantee the notes."

If we default on our obligations to pay our other indebtedness, we may not be able to make payments on the notes.

Any default under the agreements governing our indebtedness, including a default under the Issuer's senior credit facilities that is not waived by the required lenders, and the remedies sought by the holders of such indebtedness could make the Issuer unable to pay principal, premium, if any, and interest on the notes and substantially decrease the market value of the notes. If we are unable to generate sufficient cash flow and are otherwise unable to obtain funds necessary to meet required payments of principal, premium, if any, and interest on our indebtedness, or if we otherwise fail to comply with the various covenants, including financial and operating covenants, in the instruments governing our indebtedness (including the Issuer's senior credit facilities), we could be in default under the terms of the agreements governing such indebtedness. In the event of such default, the holders of such indebtedness could elect to declare all the funds borrowed thereunder to be due and payable, together with accrued and unpaid interest, the lenders under the Issuer's revolving credit facility could elect to terminate their commitments, cease making further loans and institute foreclosure proceedings against our assets, and we could be forced into bankruptcy or liquidation. If our operating performance declines, we may in the future need to seek to obtain waivers from the required lenders under the Issuer's senior credit facilities to avoid being in default. If we breach our covenants under the Issuer's senior credit facilities and seek a waiver, we may not be able to obtain a waiver from the required lenders. If this occurs, we would be in default under the Issuer's senior credit facilities, the lenders could exercise their rights, as described above, and we could be forced into bankruptcy or liquidation. See "Description of Other Indebtedness — Senior Credit Facilities", and "Description of the Notes".

The Issuer may not be able to repurchase the notes upon a change of control coupled with a ratings decline.

Upon the occurrence of specific kinds of change of control events, if the credit rating assigned to the notes declines beyond specified levels within 90 days of the change of control, the Issuer will be required to offer to repurchase all outstanding notes at 101% of their principal amount, plus accrued and unpaid interest, unless such notes have been previously called for redemption. The Issuer may not have sufficient financial resources to purchase all of the notes that are tendered upon a change of control offer. The occurrence of a change of control triggering event would also constitute an event of default under the Issuer's senior credit facilities. The Issuer's bank lenders may have the right to prohibit any such purchase or redemption, in which event the Issuer will seek to obtain waivers from the required lenders under the senior credit facilities, but may not be able to do so. See "Description of the Notes — Change of Control Triggering Event".

Despite our current leverage, we will be able to incur substantially more debt. This could further exacerbate the risks described above.

We will be able to incur substantial additional indebtedness in the future. Although the indentures governing the notes will limit our ability to incur secured indebtedness, the indentures will not limit the amount of unsecured indebtedness that we may incur in the future. In addition, the covenants limiting our ability to incur secured indebtedness have numerous exceptions, including an exception that permits us to incur, without limitation, secured indebtedness under existing or future customary bank or loan facilities. The Issuer's revolving credit facility provides commitments of up to $900 million, $830 million of which was available for future borrowings as of December 31, 2006. Our receivables facility provides for advances of up to $209 million, based on availability of eligible receivables. As of December 31, 2006, there were no advances outstanding under our receivables facility. All of those borrowings would be secured, and as a result, effectively senior to the notes and the guarantees of the notes by our subsidiary guarantors. If we incur any additional indebtedness that ranks equally with the notes, the holders of that debt will be entitled to share ratably with the holders of the notes in any proceeds distributed in connection with any insolvency, liquidation, reorganization, dissolution or other winding-up of us. This may have the effect of reducing the amount of proceeds paid to you. If new debt is added to our current debt levels, the related risks that we and our subsidiaries now face could intensify.

We may engage in acquisitions, business combinations, joint ventures and other transactions that may complement or expand our business. We may not be able to complete such transactions and such transactions, if executed, may pose significant risks and could have a negative effect on our operations.

We continually consider and may pursue opportunities to enter into joint ventures and to buy or combine with other businesses that could complement, enhance or expand our current business or products or that might otherwise offer us growth opportunities. Our ability to acquire targets or consummate business combinations may be limited by applicable antitrust laws and other regulations in the United States, the European Union and other jurisdictions in which we do business. To the extent that we are successful in making acquisitions or consummating business combinations, we may have to expend substantial amounts of cash, incur debt, make substantial distributions of cash, properties or other assets and incur other types of expenses. Such additional obligations may affect the Issuer's ability to make payments on the notes and our ability to service the additional indebtedness incurred in connection with such transactions.

You may face foreign exchange risks or tax consequences by investing in the euro notes.

If you are a U.S. investor, an investment in the euro notes will entail foreign exchange-related risks due to, among other factors, possible significant changes in the value of the euro relative to the U.S. dollar because of economic, political and other factors over which we have no control. Depreciation of the euro against the U.S. dollar could cause a decrease in the effective yield of the euro notes below their stated coupon rates and could result in a loss to you on a U.S. dollar basis. Investing in the euro notes by U.S. investors may also have important tax consequences. See "Certain United States Federal Income Tax Consequences — Consequences to U.S. Holders — Euro notes."

Federal and state fraudulent transfer laws permit a court to void the notes and the guarantees, and, if that occurs, you may not receive any payments on the notes.

The issuance of the notes and the guarantees may be subject to review under federal and state fraudulent transfer and conveyance statutes. While the relevant laws may vary from state to state, under such laws the payment of consideration will be a fraudulent conveyance if (1) the Issuer paid the consideration with the intent of hindering, delaying or defrauding creditors or (2) the Issuer or any of the guarantors, as applicable, received less than reasonably equivalent value or fair consideration in return for issuing either the notes or a guarantee, and, in the case of (2) only, one of the following is also true:

- the Issuer or any of the guarantors was insolvent or rendered insolvent by reason of the incurrence of the indebtedness; or
- payment of the consideration left the Issuer or any of the guarantors with an unreasonably small amount of capital to carry on the business; or
- the Issuer or any of the guarantors intended to, or believed that it would, incur debts beyond its ability to pay as they mature.

If a court were to find that the issuance of the notes or a guarantee was a fraudulent conveyance, the court could void the payment obligations under the notes or such guarantee or subordinate the notes or such guarantee to presently existing and future indebtedness of the Issuer or such guarantor, or require the holders of the notes to repay any amounts received with respect to the notes or such guarantee. In the event of a finding that a fraudulent conveyance occurred, you may not receive any repayment on the notes. Further, the voidance of the notes could result in an event of default with respect to our and our subsidiaries' other debt that could result in acceleration of such debt.

Generally, an entity would be considered insolvent if, at the time it incurred indebtedness:

- the sum of its debts, including contingent liabilities, was greater than the fair salable value of all its assets; or
- the present fair salable value of its assets was less than the amount that would be required to pay its probable liability on its existing debts and liabilities, including contingent liabilities, as they become absolute and mature; or
- it could not pay its debts as they become due.

We cannot be certain as to the standards a court would use to determine whether or not the Issuer or the guarantors were solvent at the relevant time, or regardless of the standard that a court uses, that the issuance of the notes and the guarantees would not be further subordinated to the Issuer's or any of the guarantors' other debt.

If the guarantees were legally challenged, any guarantee could also be subject to the claim that, since the guarantee was incurred for the Issuer's benefit, and only indirectly for the benefit of the guarantor, the obligations of the applicable guarantor were incurred for less than fair consideration. A court could thus void the obligations under the guarantees, subordinate them to the applicable guarantor's other debt or take other action detrimental to the holders of the notes.

There are restrictions on your ability to transfer or resell the notes without registration under applicable securities laws.

The notes are being offered and sold pursuant to an exemption from registration under United States and applicable state securities laws. Therefore, you may transfer or resell the notes in the United States only in a transaction registered under or exempt from the registration requirements of the United States and applicable state securities laws, and you may be required to bear the risk of your investment for an indefinite period of time. See "Notice to Investors".

Your ability to transfer the notes may be limited by the absence of an active trading market, and there is no assurance that any active trading market will develop for the notes.

The notes are new issues of securities for which there is no established public market. We intend to apply for the euro notes to be admitted to trading on the Alternative Securities Market of the Irish Stock Exchange. However, we cannot assure you that we will be able to list the euro notes on such exchange. If we do not list the euro notes on the Alternative Securities Market of the Irish Stock Exchange, we intend to apply to list the euro notes on another exchange chosen by us in our sole discretion. We expect the dollar notes to be eligible for trading by "qualified institutional buyers", as defined under Rule 144A of the Securities Act, in PORTAL. The initial purchasers have advised us that they intend to make a market in the notes as permitted by applicable laws and regulations; however, the initial purchasers are not obligated to make a market in the notes, and they may discontinue their market-making activities at any time without notice. Therefore, we cannot assure you that an active market for the notes will develop or, if developed, that it will continue. Historically, the market for noninvestment grade debt has been subject to disruptions that have caused substantial volatility in the prices of securities similar to the notes. The market, if any, for the notes may experience similar disruptions and any such disruptions may adversely affect the prices at which you may sell your notes. In addition, subsequent to their initial issuances, the notes may trade at discounts from their initial offering prices, depending upon prevailing interest rates, the market for similar notes, our financial and operating performance and other factors.

Ratings for the notes may not reflect all risks of an investment in the notes.

The notes will be rated by at least two nationally recognized statistical rating organizations. Any rating is not a recommendation to purchase, sell or hold any particular security, including the notes. These ratings do not comment as to market price or suitability for a particular investor. In addition, ratings at any time may be lowered or withdrawn in their entirety. The ratings for the notes may not reflect the potential impact of all risks related to structure and other factors on any trading market for, or trading value of, your notes.

In addition, although the notes are expected to be rated below investment grade at the time of this offering by both Standard & Poor's and Moody's Investors Service, they lack the protection for holders of a number of restrictive covenants typically associated with comparably rated public debt securities, including the incurrence of additional indebtedness, payment of dividends and other restricted payments, sale of assets and the use of proceeds therefrom, transactions with affiliates and dividend and other payment restrictions affecting subsidiaries. In addition, the covenant limiting the ability of the Issuer and its subsidiaries to incur secured indebtedness has numerous exceptions, including an exception that permits the Issuer and its subsidiaries to incur, without limitation, secured indebtedness under existing or future customary bank or loan facilities.

In certain circumstances, you should not rely on the "change of control" provision contained in the indentures governing the notes to protect you from the Company engaging in transactions to sell our business.

The indentures governing the notes include a provision that requires the Issuer to offer to repurchase all outstanding notes at 101% of their principal amount plus accrued and unpaid interest, upon the occurrence of specific kinds of change of control events, if the credit rating assigned to the notes declines beyond specified levels within 90 days of the change of control event. The notes define these "change of control" events to exclude, among other things, a sale of all or substantially all of the assets of the Issuer and its subsidiaries to a third party in which no other third party (other than Blackstone or our management group) owns a majority of such third party's stock. Therefore, the "change of control" provision would not apply to a sale of all or substantially all the assets of the Issuer and its subsidiaries to such a third party. As a result, it would be relatively simple for the Company to structure a transaction to sell our business to such a third party and avoid having to comply with the "change of control" provision. Accordingly, you should not rely on the "change of control" provision contained in the indentures governing the notes to protect you from the Company engaging in such a transaction. See "Description of Notes — Change of Control Triggering Event".

Risks Relating to Our Business

Loss of market share by the Big Three may adversely affect our results in the future.

Ford Motor Company, General Motors and the Chrysler group of DaimlerChrysler AG (the "Big Three") have been losing market share for vehicle sales in North America and, to a lesser extent, Europe. At the same time, Asian vehicle manufacturers have increased their share in such markets. Although we do have business with the Asian vehicle manufacturers, our customer base is more heavily weighted towards the Big Three. In addition, declining market share and inherent structural issues with the Big Three have led to recent announcements of an unprecedented level of production cuts. In order to address market share declines, reduced production levels, negative industry trends and other structural issues specific to their companies (such as significant overcapacity and pension and healthcare costs), the Big Three and certain of our other customers are undergoing various forms of restructuring initiatives (including, in certain cases, reorganization under bankruptcy laws). In the case of Ford, North American restructuring actions were accelerated and expanded during 2006 to remove additional production capacity over the next several years. In the case of the Chrysler group, in February 2007, Chrysler announced restructuring actions to significantly reduce overall North American production capacity. Such substantial restructuring initiatives undertaken by our major customers will have a ripple effect throughout our industry and may have a severe impact on our business and our common suppliers.

Escalating pricing pressures from our customers may adversely affect our business.

Pricing pressure in the automotive supply industry has been substantial and is likely to continue. Virtually all vehicle manufacturers seek price reductions in both the initial bidding process and during the term of the contract. Price reductions have impacted our sales and profit margins and are expected to do so in the future. If we are not able to offset continued price reductions through improved operating efficiencies and reduced expenditures, those price reductions may have a material adverse effect on our results of operations.

Commodity inflationary pressures may adversely affect our profitability and the viability of our Tier 2 and Tier 3 supply base.

The cost of some of the commodities we use in our business has increased. Ferrous metals, base metals, resins, yarns, energy costs and other petroleum-based products have become more expensive. This has put significant operational and financial burdens on us and our suppliers. It is usually difficult to pass increased prices for manufactured components and raw materials through to our customers in the form of price increases. Furthermore, our suppliers may not be able to handle the commodity cost increases and still perform as we expect. In fact, we have seen the number of bankruptcies or insolvencies increase due in part to the recent inflationary pressures. The unstable condition of some of our suppliers or their failure to perform has led to certain delivery delays and production issues and has negatively impacted certain of our businesses in 2006. The overall condition of our supply

base may possibly lead to further delivery delays, production issues or delivery of non-conforming products by our suppliers in the future.

Our business would be materially and adversely affected if we lost any of our largest customers.

For the year ended December 31, 2006, sales to our four largest customers on a worldwide basis were approximately 55% of our total sales. Although business with each customer is typically split among numerous contracts, if we lost a major customer or that customer significantly reduced its purchases of our products, there could be a material adverse affect on our business, results of operations and financial condition.

Work stoppages or other labor issues at the facilities of our customers or other suppliers could adversely affect our operations.

The turbulence in the automotive industry and actions taken by our customers and other suppliers to address negative industry trends may have the side effect of exacerbating labor relations problems at those companies. If any of our customers experience a material work stoppage, that customer may halt or limit the purchase of our products. Similarly, a work stoppage at another supplier could interrupt production at our customer which would have the same effect. This could cause us to shut down production facilities relating to those products, which could have a material adverse effect on our business, results of operations and financial condition.

We may incur material losses and costs as a result of product liability, warranty and recall claims that may be brought against us.

In our business, we are exposed to product liability and warranty claims. In addition, we may be required to participate in a recall of a product. Vehicle manufacturers are increasingly looking to their suppliers for contribution when faced with product liability, warranty and recall claims and we have been subject to continuing efforts by our customers to change contract terms and conditions concerning warranty and recall participation. In addition, vehicle manufacturers have experienced increasing recall campaigns in recent years. Product liability, warranty and recall costs may have a material adverse effect on our financial condition.

Our variable rate indebtedness exposes us to interest rate risk, which could cause our debt costs to increase significantly.

A significant portion of our borrowings, including borrowings under the Issuer's senior credit facilities, are at variable rates of interest and expose us to interest rate risk. As of December 31, 2006, approximately 55% of our total debt was at variable interest rates (or 71% when considering the effect of interest rate swaps) or, after giving effect to the offering of the notes, the application of the net proceeds and the unwinding of the related interest rate swaps in February 2007, 51%. In view of recent rising interest rates, the amount we are required to pay on our variable rate indebtedness has increased and may increase further even though the amount borrowed remained the same.

Strengthening of the U.S. dollar could materially impact our results of operations.

In 2006, over half of our sales originated outside the United States. We translate sales and other results denominated in foreign currencies into U.S. dollars for our consolidated financial statements. This translation is based on average exchange rates during a reporting period. During times of a strengthening U.S. dollar, our reported international sales and earnings would be reduced because foreign currencies may translate into fewer U.S. dollars.

Our available cash and access to additional capital may be limited by our substantial debt.

We have a significant amount of debt. This amount of debt may limit our ability to obtain additional financing for our business. It may also limit our ability to adjust to changing market conditions because of the covenants and restrictions in the debt. In addition, we have to devote substantial cash to the payment of interest and principal on the debt, which means that cash may not be used for other of our business needs. We may be more vulnerable to an economic or industry downturn than a company with less debt.

The cyclicality of automotive production and sales could adversely affect our business.

Automotive production and sales are highly cyclical and depend on general economic conditions, consumer spending and preferences, labor relations issues, regulatory requirements, trade agreements and other factors. The volume of automotive production has fluctuated from year to year, which leads to fluctuations in the demand for our products. Any significant economic decline that results in a reduction in automotive production and sales by vehicle manufacturers could have a material adverse effect on our results of operations.

Our pension and other post-retirement benefits expense and the funding requirements of our pension plans could materially increase.

Most of our employees participate in defined benefit pension plans or retirement/termination indemnity plans. The rate at which we are required to fund these plans depends on certain assumptions which depend in part on market conditions. As market conditions change, these assumptions may change, resulting in a decline in pension asset values. Future declines could materially increase the necessary funding status of our plans, and may require us to contribute more to these plans earlier than we anticipated. Also, this could significantly increase our pension expenses and reduce our profitability.

We also sponsor other post-retirement benefit ("OPEB") plans for most of our U.S. and some of our non-U.S. employees. We fund our OPEB obligations on a pay-as-you-go basis and have no plan assets. If health care costs in the future increase more than we anticipated, our actuarially determined liability and our related OPEB expense could increase along with future cash outlays.

We are subject to risks associated with our non-U.S. operations.

We have significant manufacturing operations outside the United States, including joint ventures and other alliances. International operations involve risks, including exchange controls and currency restrictions, currency fluctuations and devaluations, changes in local economic conditions, changes in laws and regulations and unsettled political conditions and possible terrorist attacks against United States' or other interests.

These and other factors may have a material adverse effect on our international operations or on our business, results of operations and financial condition.

We have recorded a significant amount of goodwill and other identifiable intangible assets, which may become impaired in the future.

We have recorded a significant amount of goodwill and other identifiable intangible assets, including customer relationships, trademarks and developed technologies. Goodwill and other net identifiable intangible assets were approximately $3.0 billion as of December 31, 2006, or 27% of our total assets. Goodwill, which represents the excess of cost over the fair value of the net assets of the businesses acquired, was approximately $2.3 billion as of December 31, 2006, or 20% of our total assets.

Impairment of goodwill and other identifiable intangible assets may result from, among other things, deterioration in our performance, adverse market conditions, adverse changes in applicable laws or regulations, including changes that restrict the activities of or affect the products sold by our business, and a variety of other factors. The amount of any quantified impairment must be expensed immediately as a charge that is included in operating income. We are subject to financial statement risk in the event that goodwill or other identifiable intangible assets become impaired.

Our expected annual effective tax rate could be volatile and materially change as a result of changes in mix of earnings and other factors.

The overall effective tax rate is equal to our total tax expense as a percentage of our total earnings before tax. However, tax expense and benefits are not recognized on a global basis but rather on a jurisdictional or legal entity basis. Losses in certain jurisdictions provide no current financial statement tax benefit. In addition, certain taxing jurisdictions have statutory rates greater than or less than the United States. As a result, changes in the mix of

projected earnings between jurisdictions, among other factors, could have a significant impact on our overall effective tax rate.

We may be adversely affected by environmental and safety regulations or concerns.

Laws and regulations governing environmental and occupational safety and health are complicated, change frequently and have tended to become stricter over time. As a manufacturing company, we are subject to these laws and regulations both inside and outside the United States. We may not be in complete compliance with such laws and regulations at all times. Our costs or liabilities relating to them may be more than the amount we have reserved, which difference may be material. We have spent money to comply with environmental requirements. In addition, certain of our subsidiaries are subject to pending litigation raising various environmental and human health and safety claims, including certain asbestos-related claims. While our annual costs to defend and settle these claims in the past have not been material, we cannot assure you that this will remain so in the future.

Developments or assertions by or against us relating to intellectual property rights could materially impact our business.

We own significant intellectual property, including a large number of patents, trademarks, copyrights and trade secrets, and are involved in numerous licensing arrangements. Our intellectual property plays an important role in maintaining our competitive position in a number of the markets that we serve. Developments or assertions by or against us relating to intellectual property rights could materially impact our business.

Because Blackstone controls us, the influence of our public shareholders over significant corporate actions will be limited, and conflicts of interest between Blackstone and us or our public shareholders could arise in the future.

Currently an affiliate of The Blackstone Group L.P. ("Blackstone") beneficially owns approximately 57% of our outstanding shares of common stock. As a result, Blackstone has the power to control all matters submitted to our stockholders, elect our directors and exercise control over our decisions to enter into any corporate transaction and has the ability to prevent any transaction that requires the approval of stockholders regardless of whether or not other stockholders believe that any such transactions are in their own best interests.

USE OF PROCEEDS

We estimate that the Issuer will receive net proceeds from this offering of approximately $1,363 million, after deducting the initial purchasers' discounts and estimated offering expenses. The Issuer intends to use the proceeds from this offering to purchase the Existing Notes pursuant to the cash tender offers the Issuer intends to commence and to pay related fees and expenses. Following completion of this offering, to the extent that all Existing Notes are not tendered in the tender offers, the Issuer intends to use any remaining net proceeds from this offering to repay such notes at maturity or, at its discretion, to redeem or defease such notes under the terms of the indentures governing the Existing Notes. The Issuer intends to use any remaining net proceeds of this offering for general corporate purposes.

CAPITALIZATION

The following table sets forth our capitalization as of December 31, 2006 on an actual basis and on an as adjusted basis to give effect to this offering and the assumed application of the proceeds therefrom (including the assumption that 100% of the Existing Notes were validly tendered and accepted for purchase in the tender offers) as set forth under "Use of Proceeds". You should read the following information in conjunction with the information contained in "Use of Proceeds" and "Description of Other Indebtedness" included elsewhere in this offering memorandum and the "Management's Discussion and Analysis of Financial Condition and Results of Operations" and Consolidated Financial Statements of TRW Automotive Holdings Corp. for the fiscal year ended December 31, 2006 incorporated by reference into this offering memorandum.

	As of December 31, 2006	
	Actual	As Adjusted
	(In millions) (Unaudited)	
Cash and cash equivalents	$ 578	$ 628
Total Debt:		
Notes offered hereby	$ —	$ —
% Senior Notes due 2014	—	670
% Senior Notes due 2014(1)	—	330
% Senior Notes due 2017	—	500
9⅜% Senior Notes due 2013(4)	811	—
10⅛% Senior Notes due 2013(1)	171	—
11% Senior Subordinated Notes due 2013	195	—
11¼% Senior Subordinated Notes due 2013(1)	107	—
Term loan facilities(2)	1,582	1,582
Revolving credit facility(2)	—	—
Capitalized leases	42	42
Other borrowings(3)	55	55
Short-term debt	69	69
Total Debt	3,032	3,248
Total stockholders' equity	2,397	2,397
Total capitalization	$5,429	$5,645

(1) Approximate U.S. dollar equivalent of notes denominated in euro based on an exchange rate at December 31, 2006 of €1.00 = $1.3192.

(2) The Issuer's senior secured credit facilities, consist of: a $900 million revolving credit facility, a $400 million term loan A facility, a $600 million term loan B facility, a $300 million term loan B-2 facility and a $300 million term loan E facility.

(3) Other borrowings include borrowings under uncommitted credit agreements in many of the countries in which we operate.

(4) The 9⅜ senior notes include a fair value adjustment to the debt due to a series of interest rate swap agreements that qualify for fair value hedge accounting, which effectively changed a fixed rate debt obligation to a floating rate obligation. The swaps with a total notional value of $500 million were unwound in February 2007.

DESCRIPTION OF OTHER INDEBTEDNESS

Senior Notes and Senior Subordinated Notes

The Issuer issued the Existing Notes (consisting of the Senior Notes and the Senior Subordinated Notes) in 2003. The Senior Notes consist of 9⅜% Senior Notes and 10⅛% Senior Notes in original principal amounts of $925 million and €200 million, respectively. The Senior Subordinated Notes consist of 11% Senior Subordinated Notes and 11¾% Senior Subordinated Notes in original principal amounts of $300 million and €125 million, respectively. Interest is payable semi-annually on February 15 and August 15 and maturity is February 15, 2013. The Senior Notes are unconditionally guaranteed on a senior unsecured basis and the Senior Subordinated Notes are guaranteed on a senior subordinated unsecured basis, in each case by substantially all the Issuer's existing and future wholly-owned domestic subsidiaries and by TRW Automotive Finance (Luxembourg), SARL, a restricted Luxembourg subsidiary.

On May 3, 2005, we repurchased approximately €48 million principal amount of the 10⅛% Senior Notes with a portion of the proceeds from the issuance by TRW Automotive Holdings Corp. of Common Stock in the first quarter of 2005. In the first quarter of 2004, we used approximately $317 million of the proceeds from the initial public offering of TRW Automotive Holdings Corp. to repay a portion of each of the dollar and euro Senior Notes and Senior Subordinated Notes, in each case including the payment of a related redemption premium thereon.

Tender Offers and Consent Solicitations for Existing Notes. The Issuer intends to commence cash tender offers to repurchase the Existing Notes. The tender offers are conditioned upon, among other things (i) the valid tender of not less than a majority in aggregate principal amount of each series of Existing Notes, (ii) the receipt of consents from holders of not less than a majority in aggregate principal amount of each series of Existing Notes consenting to amendments to the applicable indentures for such Existing Notes, (iii) the successful raising or placing of debt financing to finance the tender offers on conditions acceptable to the Issuer, and (iv) other customary conditions. The Issuer intends to use the proceeds from this offering to purchase the Existing Notes pursuant to the cash tender offers and to pay related fees and expenses. Following completion of this offering, to the extent that all Existing Notes are not tendered in the tender offers, the Issuer intends to use any remaining net proceeds from this offering to repay such notes at maturity or, at its discretion, to redeem or defease such notes under the terms of the indentures governing the Existing Notes.

Credit Facilities

Senior Credit Facilities. On December 21, 2004, we entered into the Fourth Amended and Restated Credit Agreement dated as of December 17, 2004 with the lenders party thereto. The amended and restated credit agreement provides for $1.9 billion in senior secured credit facilities, consisting of (i) a 5-year $900 million revolving credit facility, (ii) a 5-year $400 million term loan A facility and (iii) a 7.5-year $600 million term loan B facility. The initial draw under these facilities occurred on January 10, 2005 (the "Funding Date"). Proceeds from the facilities were used to refinance the credit facilities existing as of December 31, 2004 (with the exception of the term loan E issued with the original principal amount of $300 million in November 2004, under the then-existing credit agreement), and pay fees and expenses related to the refinancing.

The amended and restated credit agreement also provided for the borrowing of up to $300 million in incremental extensions of credit. On November 18, 2005, we completed the borrowing under the credit facility of an additional $300 million through a term loan B-2. Proceeds from this borrowing were used for general corporate purposes. The terms of the term loan B-2 are substantially similar to the terms of the term loan B.

Borrowings under the credit facilities described above (the "Senior Secured Credit Facilities") bear interest at a rate equal to an applicable margin plus, at our option, either (a) a base rate determined by reference to the higher of (1) the administrative agent's prime rate and (2) the federal funds rate plus 1/2 of 1% or (b) a LIBOR or a eurocurrency rate determined by reference to the costs of funds for deposits in the currency of such borrowing for the interest period relevant to such borrowing adjusted for certain additional costs. As of December 31, 2006, the applicable margin for the term loan A and the revolving credit facility was 0.375% with respect to base rate borrowings and 1.375% with respect to eurocurrency borrowings, and the applicable margin for the term loan B, term loan B-2, and the term loan E was 0.50% with respect to base rate borrowings and 1.50% with respect to eurocurrency borrowings. The commitment fee on the undrawn amounts under the revolving credit facility was 0.35%. The commitment fee on the revolving credit facility and the applicable margin on the Senior Secured Credit

Facilities are subject to a leverage-based grid. As of December 31, 2006, approximately $830 million was available under the revolving credit facility after giving effect to $70 million in outstanding letters of credit and guarantees which reduced the amount available.

The term loan A will amortize in equal quarterly amounts, totaling $60 million in 2007, $160 million in 2008, and $135 million in 2009 with one final installment of $45 million on January 10, 2010, the maturity date. The term loan B in the original amount of $600 million will amortize in equal quarterly installments in an amount equal to 1% per annum during the first seven years and three months of its term and in one final installment on June 30, 2012, the maturity date. The term loan B-2 in the original amount of $300 million will amortize in equal quarterly installments in an amount equal to 1% per annum during the first six years and three months of its term and in one final installment on its maturity date, June 30, 2012. The Term loan E in the original amount of $300 million matures on October 31, 2010, and will amortize in equal quarterly installments in an amount equal to 1% per annum during the first five years and nine months of its term and one final installment on the maturity date.

The Senior Secured Credit Facilities are unconditionally guaranteed by Holdings, TRW Automotive Intermediate Holdings Inc. and substantially all of our existing and subsequently acquired domestic subsidiaries (other than the Company's receivables subsidiaries). Obligations of the foreign subsidiary borrowers are unconditionally guaranteed by TRW Automotive Holdings Corp., TRW Automotive Intermediate Holdings Corp., us and certain of our foreign subsidiaries. The Senior Secured Credit Facilities are secured by a perfected first priority security interest in, and mortgages on, substantially all of our tangible and intangible assets of and that of substantially all of our domestic subsidiaries, including a pledge of 100% of our stock and substantially all of our domestic subsidiaries, and 65% of the stock of foreign subsidiaries owned by domestic entities. In addition, foreign borrowings under the Senior Secured Credit Facilities are secured by assets of the foreign borrowers.

We intend to refinance this credit facility shortly after the conclusion of this offering.

Debt Covenants

The Senior Notes, Senior Subordinated Notes and the Senior Secured Credit Facilities contain a number of covenants that, among other things, restrict, subject to certain exceptions, our and our subsidiaries' ability to sell assets, incur additional indebtedness or issue preferred stock, repay other indebtedness (including the Senior Notes and Senior Subordinated Notes), pay certain dividends and distributions or repurchase capital stock, create liens on assets, make investments, loans or advances, make certain acquisitions, engage in mergers or consolidations, enter into sale and leaseback transactions, engage in certain transactions with affiliates, amend certain material agreements governing our indebtedness, including the Senior Notes and Senior Subordinated Notes and the receivables facility, and change the business conducted by us and our subsidiaries. In addition, the Senior Secured Credit Facilities contain financial covenants relating to: a maximum total leverage ratio and a minimum interest coverage ratio and require certain prepayments from excess cash flows, as defined and in connection with certain asset sales and the incurrence of debt not permitted under the Senior Secured Credit Facilities. As of December 31, 2006, we were in compliance with all of our financial covenants.

Receivables Facility

We have entered into a receivables facility, which, as amended, extends to December 2009 and as of December 31, 2006 provided up to $250 million in funding from commercial paper conduits sponsored by commercial lenders, based on availability of eligible receivables and other customary factors. On January 19, 2007, we reduced the committed amount of the facility to $209 million and amended certain terms of the receivables facility to increase the availability of funding under the facility. The reductions to the committed amount of the facility lower future fees on the unused portion. Certain of our subsidiaries (the "sellers") sell trade accounts receivables (the "receivables") originated by them in the United States through the receivables facility. Receivables are sold to TRW Automotive Receivables LLC (the "transferor") at a discount. The transferor is a bankruptcy-remote special purpose limited liability company that is our wholly owned consolidated subsidiary. The transferor's purchase of receivables is financed through a transfer agreement with TRW Automotive Global Receivables LLC (the "borrower"). Under the terms of the transfer agreement, the borrower purchases all receivables sold to the transferor. The borrower is a bankruptcy-remote qualifying special purpose limited liability company that is wholly owned by the transferor and is not consolidated when certain requirements are met as further described below.

Generally, multi-seller commercial paper conduits supported by committed liquidity facilities are available to provide cash funding for the borrowers' purchase of receivables through secured loans/tranches to the extent desired and permitted under the receivables loan agreement. The borrower issues a note to the transferor for the difference between the purchase price for the receivables purchased and cash borrowed through the facility. The sellers of the receivables act as servicing agents per the servicing agreement and continue to service the transferred receivables for which they receive a monthly servicing fee at a rate of 1% per annum of the average daily outstanding balance of receivables. The usage fee under the facility is 0.85% of outstanding borrowings. In addition, we are required to pay a fee of 0.40% on the unused portion of the receivables facility. Both the usage fee and the fee on the unused portion of the facility are subject to a leveraged based grid. These rates are per annum and payments of these fees are made to the lenders on the monthly settlement date.

Availability of funding under the receivables facility depends primarily upon the outstanding trade accounts receivable balance, and is determined by reducing the receivables balance by outstanding borrowings under the program, the historical rate of collection on those receivables and other characteristics of those receivables that affect their eligibility (such as bankruptcy or downgrading below investment grade of the obligor, delinquency and excessive concentration). Due to decreased availability under the facility as a result of certain customer credit rating downgrades below investment grade, we reduced the committed amount of the facility from $400 million to $250 million on January 24, 2006. As of December 31, 2006, based on the terms of this facility and the criteria described above, approximately $191 million of our total reported accounts receivable balance was considered eligible for borrowings under this facility, of which approximately $104 million would have been available for funding. We had no borrowings under this facility as of December 31, 2006 or December 31, 2005.

In addition to the receivables facility described above, certain of our European subsidiaries have entered into receivables financing arrangements. We have up to €75 million available until January 2008 through an arrangement involving a wholly-owned special purpose vehicle, which purchases trade receivables from its German affiliates and sells those trade receivables to a German bank. Additionally, we have a receivables financing arrangement of up to £25 million available until November 2007 through an arrangement involving a wholly-owned special purpose vehicle, which purchases trade receivables from its United Kingdom affiliates and sells those trade receivables to a United Kingdom bank. In May 2006, we terminated a factoring arrangement in France which had up to €78 million available until November 2006 in which customers sent bills of exchange directly to the bank. In July 2006, we replaced that factoring arrangement with a new arrangement which provides for availability of up to €80 million until July 2007. This new arrangement involves a wholly-owned special purpose vehicle, which purchases trade receivables from its French affiliates and sells those trade receivables to a French bank. All European arrangements are renewable for one year at the end of their respective terms, if not terminated. As of December 31, 2006, approximately €140 million and £11 million was available for funding under our European accounts receivable facilities. There were no outstanding borrowings under any of these facilities as of December 31, 2006 or December 31, 2005.

Other Borrowings

In January 2004, we entered into a series of interest rate swap agreements with a total notional value of $500 million to effectively change a fixed rate debt obligation into a floating rate obligation. The total notional amount of these agreements was equal to the face value of the designated debt instrument. The swap agreements were expected to settle in February 2013, the maturity date of the corresponding debt instrument. Since these interest rate swaps hedged the designated debt balance and qualified for fair value hedge accounting, changes in the fair value of the swaps also resulted in a corresponding adjustment to the value of the debt. As of December 31, 2006, we recorded an obligation of $15 million related to these interest rate swaps resulting from an increase in forward rates, along with a corresponding reduction in debt. In anticipation of this offering, in late February 2007 we unwound these swap agreements.

We have borrowings under uncommitted credit agreements in many of the countries in which we operate. These borrowings are primarily in the local currency of the country or region where our operations are located. The borrowings are from various domestic and international banks at quoted market interest rates.

DESCRIPTION OF THE NOTES

General

The 2014 notes will be issued under an indenture (the "2014 notes indenture"), to be dated on or about , 2007, among the Company, substantially all of the Company's direct and indirect Wholly Owned Domestic Subsidiaries and TRW Automotive Finance (Luxembourg), SARL ("TRW Automotive Luxembourg"), a Luxembourg Subsidiary of the Company, as Guarantors, and The Bank of New York, as trustee. The euro notes will be issued under an indenture (the "euro notes indenture"), to be dated on or about , 2007, among the Company, substantially all of the Company's direct and indirect Wholly Owned Domestic Subsidiaries and TRW Automotive Luxembourg, as Guarantors, and The Bank of New York, as trustee. The 2017 notes will be issued under an indenture (the "2017 notes indenture"), to be dated on or about , 2007, among the Company, substantially all of the Company's direct and indirect Wholly Owned Domestic Subsidiaries and TRW Automotive Luxembourg, as Guarantors, and The Bank of New York, as trustee. The dollar notes and the euro notes are collectively referred to as the "notes" and the 2014 notes indenture, the 2017 notes indenture and the euro notes indenture are collectively referred to as the "indentures." Copies of the indentures may be obtained from the Company upon request.

The following summary of certain provisions of the indentures and the notes does not purport to be complete and is subject to, and is qualified in its entirety by reference to, all the provisions of the indentures, including the definitions of certain terms therein. Capitalized terms used in this "Description of the Notes" section and not otherwise defined have the meanings set forth under "— Certain Definitions." As used in this "Description of the Notes," the "Company," "we," "us" and "our" refer to TRW Automotive Inc., "TRW Automotive Holdings" refers to TRW Automotive Holdings Corp. and "TRW Automotive Intermediate Holdings" refers to TRW Automotive Intermediate Holdings Corp. and not to any of their respective Subsidiaries.

We will issue 2014 notes with an initial aggregate principal amount of $670 million, we will issue 2017 notes with an initial aggregate principal amount of $500 million, and we will issue euro notes with an initial aggregate principal amount of €250 million. We may issue additional notes from time to time after this offering. The 2014 notes and any additional 2014 notes subsequently issued under the 2014 notes indenture will be treated as a single class for all purposes under the 2014 notes indenture, including, without limitation, waivers, amendments, redemptions and offers to purchase. The euro notes and any additional euro notes subsequently issued under the euro notes indenture will be treated as a single class for all purposes under the euro notes indenture, including, without limitation, waivers, amendments, redemptions and offers to purchase. The 2017 notes and any additional 2017 notes subsequently issued under the 2017 notes indenture will be treated as a single class for all purposes under the 2017 notes indenture, including, without limitation, waivers, amendments, redemptions and offers to purchase.

Principal of, premium, if any, and interest on each series of notes will be payable, and the notes of each series may be exchanged or transferred, at the office or agency of the Company in the Borough of Manhattan, The City of New York (which initially shall be the principal corporate trust office of the trustee, at 101 Barclay Street, New York, New York 10286).

The notes will be issued only in fully registered form, without coupons, in denominations of $100,000 and any integral multiple of $100,000 in the case of the dollar notes and in denominations of €50,000 and any integral multiple of €50,000 in the case of the euro notes. No service charge will be made for any registration of transfer or exchange of notes, but the Company may require payment of a sum sufficient to cover any transfer tax or other similar governmental charge payable in connection therewith.

Terms of the Notes

The 2014 notes will be unsecured senior obligations of the Company and will mature on , 2014. The euro notes will be unsecured senior obligations of the Company and will mature on , 2014. The 2017 notes will be unsecured senior obligations of the Company and will mature on , 2017. Each series of notes will bear interest at the applicable rate per annum shown on the front cover of this offering memorandum from , 2007 or from the most recent date to which interest has been paid or provided for, payable semiannually to holders of record at the close of business on the or immediately preceding the interest payment date on and of each year, commencing , 2007.

Optional Redemption

Except as set forth below, the notes will not be redeemable at the option of the Company prior to their Stated Maturity.

The Company may at any time redeem each series of notes, in whole or in part, upon not less than 30 nor more than 60 days' prior notice mailed by first-class mail to each holder's registered address, at a redemption price equal to 100% of the principal amount of the notes to be redeemed plus the Applicable Premium and accrued and unpaid interest to the redemption date (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date).

In addition, with respect to each series of notes, at any time and from time to time prior to , 2010, the Company may redeem in the aggregate up to 35% of the original aggregate principal amount of such series of notes (calculated after giving effect to any issuance of additional notes of such series) with the net cash proceeds of one or more Equity Offerings (1) by the Company or (2) by TRW Automotive Holdings or TRW Automotive Intermediate Holdings, in each case, to the extent the net cash proceeds thereof are contributed to the Company or used to purchase Capital Stock (other than Disqualified Stock) of the Company from it, at a redemption price (expressed as a percentage of principal amount thereof) of % in the case of the 2014 notes, % in the case of the 2017 notes and % in the case of the euro notes, plus accrued and unpaid interest to the redemption date (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date); provided, however, that at least 65% of the original aggregate principal amount of such series of notes (calculated after giving effect to any issuance of additional notes of such series) must remain outstanding after each such redemption and provided further that such redemption shall occur within 90 days after the date on which any such Equity Offering is consummated upon not less than 30 nor more than 60 days' notice mailed to each holder of notes being redeemed and otherwise in accordance with the procedures set forth in the applicable indenture.

Notice of any redemption upon any Equity Offering may be given prior to the redemption thereof, and any such redemption or notice may, at the Company's discretion, be subject to one or more conditions precedent, including, but not limited to, completion of the related Equity Offering.

Selection

In the case of any partial redemption of a series of notes, selection of the notes of such series for redemption will be made by the applicable trustee in accordance with a written direction from the Company in compliance with the requirements of the principal national securities exchange, if any, on which such notes are listed, or if such notes are not so listed, on a pro rata basis; provided that no dollar notes of $100,000 or less, or euro notes of €50,000 or less, shall be redeemed in part. If any note is to be redeemed in part only, the notice of redemption relating to such note shall state the portion of the principal amount thereof to be redeemed. A new note in principal amount equal to the unredeemed portion thereof will be issued in the name of the holder thereof upon cancellation of the original note. On and after the redemption date, interest will cease to accrue on notes or portions thereof called for redemption so long as the Company has deposited with the Paying Agent funds sufficient to pay the principal of, plus accrued and unpaid interest on, the notes to be redeemed.

Ranking

The indebtedness evidenced by each series of notes will be unsecured Senior Indebtedness of the Company, will rank *pari passu* in right of payment with all existing and future Senior Indebtedness of the Company and will be senior in right of payment to all existing and future Subordinated Indebtedness of the Company. Each series of notes will also be effectively subordinated to any Secured Indebtedness of the Company to the extent of the value of the assets securing such Secured Indebtedness.

The indebtedness evidenced by the Guarantees will be unsecured Senior Indebtedness of the Guarantors, will rank *pari passu* in right of payment with all existing and future Senior Indebtedness of the Guarantors and will be senior in right of payment to all existing and future Subordinated Indebtedness of the Guarantors. The Guarantees will also be effectively subordinated to any Secured Indebtedness of the Guarantors to the extent of the value of the assets securing such Secured Indebtedness.

The operations of the Company are conducted through its Subsidiaries. Except for Subsidiaries that are Guarantors, claims of creditors of the Company's Subsidiaries, including trade creditors, and claims of preferred stockholders (if any) of the Company's Subsidiaries generally will have priority with respect to the assets and earnings of the Company's Subsidiaries over the claims of creditors of the Company, including holders of the notes. The notes, therefore, will be effectively subordinated to creditors (including trade creditors) and preferred stockholders (if any) of Subsidiaries of the Company that are not Guarantors.

As of December 31, 2006, assuming the Issuer had completed this offering and applied the proceeds therefrom as set forth under "Use of Proceeds" and that 100% of the Existing Notes were validly tendered and accepted for purchase in the tender offers, the Issuer would have had approximately $1,582 million of senior secured indebtedness (all of which is indebtedness under its senior credit facilities and which does not include availability of approximately $830 million under the revolving credit facility).

The indentures will not limit the amount of Indebtedness that the Company and its Subsidiaries may incur in the future, although the ability of the Company and its Subsidiaries to Incur Secured Indebtedness will be subject to certain limitations as described under "— Certain Covenants — Liens."

Guarantees

Each of the Company's direct and indirect Wholly Owned Domestic Subsidiaries (other than Receivables Subsidiaries and Captive Insurance Subsidiaries) on the Issue Date and TRW Automotive Luxembourg will jointly and severally irrevocably and unconditionally guarantee each series of notes on an unsecured senior basis. In the future, TRW Automotive Holdings, TRW Automotive Intermediate Holdings and certain additional Domestic Subsidiaries of the Company may be required to become Guarantors of the notes under the circumstances described under "— Certain Covenants — Future guarantors." Each Guarantee will be limited in amount to an amount not to exceed the maximum amount that can be guaranteed by the applicable Guarantor without rendering the Guarantee, as it relates to such Guarantor, voidable under applicable law relating to fraudulent conveyance or fraudulent transfer or similar laws affecting the rights of creditors generally. See "Risk Factors — Federal and state fraudulent transfer laws permit a court to void the notes and the guarantees, and, if that occurs, you may not receive any payments on the notes."

Each indenture will provide that the Guarantee of a Guarantor will be a continuing guarantee and shall:

(1) remain in full force and effect until payment in full of all the Obligations guaranteed by such Guarantee;

(2) subject to the next succeeding paragraph, be binding upon the Guarantor and its successors; and

(3) inure to the benefit of and be enforceable by the applicable trustee, the holders of the notes guaranteed by such Guarantee and their successors, transferees and assigns.

Each indenture will provide that the Guarantee of a Guarantor will be automatically released and discharged:

(1) in connection with any sale or other disposition (including through merger or consolidation) of the Capital Stock, or all or substantially all the assets, of such Guarantor to a Person or a group of Persons that is not (either before or after giving effect to such sale or other disposition) the Company or any of its Subsidiaries; or

(2) upon Legal Defeasance or Covenant Defeasance as described below under the caption "— Defeasance;" or

(3) in the case of any Wholly Owned Domestic Subsidiary of the Company, if such Guarantor does not guarantee any Indebtedness under the Credit Agreement or have outstanding or guarantee any other Indebtedness in excess of a De Minimis Guaranteed Amount; or

(4) in the case of any Significant Domestic Subsidiary of the Company that is not a Wholly-Owned Subsidiary, if such Guarantor ceases to be a Significant Subsidiary of the Company or ceases to guarantee any Indebtedness under the Credit Agreement; or

(5) in the case of TRW Automotive Luxembourg, if such Guarantor ceases to guarantee any Indebtedness under the Credit Agreement.

A Guarantee also will be automatically released upon the applicable Subsidiary ceasing to be a Subsidiary as a result of any foreclosure of any pledge or security interest securing Bank Indebtedness or other exercise of remedies in respect thereof. In the event that the Guarantee of TRW Automotive Luxembourg is released with respect to any series of notes and TRW Automotive Luxembourg thereafter guarantees Indebtedness under the Credit Agreement, TRW Automotive Luxembourg will again provide a Guarantee with respect to such notes. Wholly Owned Domestic Subsidiaries of the Company and Significant Domestic Subsidiaries of the Company whose Guarantees are released with respect to a series of notes may also be required to provide a Guarantee with respect to such notes following such release in the circumstances described under "— Certain Covenants — Future guarantors."

Change of Control Triggering Event

Each indenture will provide that, upon the occurrence of a Change of Control Triggering Event with respect to the series of notes issued thereunder, each holder of such notes will have the right to require the Company to repurchase all or any part of such holder's notes at a purchase price in cash equal to 101% of the principal amount thereof, plus accrued and unpaid interest, if any, to the date of repurchase (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date), except to the extent the Company has previously elected to redeem such notes as described under "— Optional Redemption."

In the event that at the time of such Change of Control Triggering Event the terms of the Bank Indebtedness restrict or prohibit the repurchase of notes pursuant to this covenant, then prior to the mailing of the notice to holders provided for in the immediately following paragraph but in any event within 30 days following any Change of Control Triggering Event, the Company shall:

(1) repay in full all Bank Indebtedness; or

(2) obtain the requisite consent, if required, under the agreements governing the Bank Indebtedness to permit the repurchase of the notes as provided for in the immediately following paragraph.

Within 30 days following any Change of Control Triggering Event, except to the extent that the Company has exercised its right to redeem the applicable notes as described under "— Optional Redemption," the Company shall mail a notice (a "Change of Control Offer") to each holder of such notes with a copy to the applicable trustee stating:

(1) that a Change of Control Triggering Event has occurred and that such holder has the right to require the Company to purchase such holder's notes at a purchase price in cash equal to 101% of the principal amount thereof, plus accrued and unpaid interest to the date of purchase (subject to the right of holders of record on a record date to receive interest on the relevant interest payment date);

(2) the circumstances and relevant facts and financial information regarding such Change of Control Triggering Event;

(3) the repurchase date (which shall be no earlier than 30 days nor later than 60 days from the date such notice is mailed); and

(4) the instructions determined by the Company, consistent with this covenant, that a holder must follow in order to have such notes purchased.

The Company will not be required to make a Change of Control Offer upon a Change of Control Triggering Event if a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in the applicable indenture that apply to a Change of Control Offer made by the Company and purchases all notes validly tendered and not withdrawn under such Change of Control Offer. A Change of Control Offer may be made with respect to any series of notes in advance of a Change of Control

Triggering Event, and conditional upon the occurrence of such Change of Control Triggering Event, if a definitive agreement for the Change of Control is in place at the time of making of the Change of Control Offer.

The Company will comply, to the extent applicable, with the requirements of Section 14(e) of the Exchange Act and any other securities laws or regulations in connection with the repurchase of notes pursuant to this covenant. To the extent that the provisions of any securities laws or regulations conflict with provisions of this covenant, the Company will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under this paragraph by virtue thereof.

The Change of Control Triggering Event repurchase provision described above is a result of negotiations between the Company and the initial purchasers. The Company has no present intention to engage in a transaction involving a Change of Control Triggering Event, although it is possible that the Company could decide to do so in the future. Subject to the limitations discussed below, the Company could, in the future, enter into certain transactions, including acquisitions, refinancings or other recapitalizations, that would not constitute a Change of Control Triggering Event under an indenture, but that could increase the amount of indebtedness outstanding at such time or otherwise affect the Company's capital structure or credit ratings. See "Risk Factors — Ratings for the notes may not reflect all risks of an investment in the notes."

The occurrence of events which would constitute a Change of Control Triggering Event would constitute a default under the Credit Agreement. Future Senior Indebtedness of the Company may contain prohibitions on certain events which would constitute a Change of Control Triggering Event or require such Senior Indebtedness to be repurchased upon a Change of Control Triggering Event. Moreover, the exercise by the holders of their right to require the Company to repurchase notes could cause a default under such Senior Indebtedness, even if the Change of Control Triggering Event itself does not, due to the financial effect of such repurchase on the Company. Finally, the Company's ability to pay cash to the holders upon a repurchase may be limited by the Company's then existing financial resources. There can be no assurance that sufficient funds will be available when necessary to make any required repurchases.

The definition of Change of Control includes a phrase relating to the sale, lease or transfer of "all or substantially all" the assets of the Company and its Subsidiaries taken as a whole. Although there is a developing body of case law interpreting the phrase "substantially all," there is no precise established definition of the phrase under applicable law. Accordingly, the ability of a holder of notes to require the Company to repurchase such notes as a result of a sale, lease or transfer of less than all of the assets of the Company and its Subsidiaries taken as a whole to another Person or group may be uncertain. See "Risk Factors — In certain circumstances, you should not rely on the "change of control" provision contained in the indentures governing the notes to protect you from the Company engaging in transactions to sell our business."

Certain Covenants

Each indenture will provide that during any period of time that (i) the notes issued under such indenture have Investment Grade Ratings from both Rating Agencies and (ii) no Default has occurred and is continuing under such indenture, the Company will not be subject to the covenant described under "Change of Control Triggering Event" (the "Suspended Covenant") with respect to such notes. In the event that the Company is not subject to the Suspended Covenant with respect to a series of notes for any period of time as a result of the foregoing, and on any subsequent date one or both of the Rating Agencies (a) withdraw their Investment Grade Rating or downgrade the rating assigned to such notes below an Investment Grade Rating and/or (b) the Company or any of its Affiliates enter into an agreement to effect a transaction that would result in a Change of Control and one or more of the Rating Agencies indicate that if consummated, such transaction (alone or together with any related recapitalization or refinancing transactions) would cause such Rating Agency to withdraw its Investment Grade Rating or downgrade the ratings assigned to such notes below an Investment Grade Rating, then the Company will thereafter again be subject to the Suspended Covenant under the applicable indenture with respect to future events, including, without limitation, a proposed transaction described in clause (b) above.

There can be no assurance that the notes will ever achieve or maintain Investment Grade Ratings.

Liens. Each indenture will provide that the Company will not, and will not permit any of its Subsidiaries to, directly or indirectly, create, Incur or suffer to exist any Lien on any asset or property of the Company or such Subsidiary, or any income or profits therefrom, or assign or convey any right to receive income therefrom, that

secures any obligations of the Company or any of its Subsidiaries unless the notes or Guarantees, as applicable, issued under such indenture are equally and ratably secured with (or on a senior basis to, in the case of obligations subordinated in right of payment to the notes or Guarantees, as applicable, issued under such indenture) the obligations so secured or until such time as such obligations are no longer secured by a Lien. The preceding sentence will not require the Company or any Subsidiary to secure any series of notes or Guarantees if the Lien consists of a Permitted Lien.

Sale/Leaseback Transactions. Each indenture will provide that the Company will not, and will not permit any of its Subsidiaries to, enter into any Sale/Leaseback Transaction involving a Principal Property unless:

(1) the Company or such Subsidiary, as applicable, could have incurred a Lien to secure such Indebtedness pursuant to the covenant described above under the caption "— Liens"; or

(2) the Company or such Subsidiary, as applicable, receives proceeds from such Sale/Leaseback Transaction that are at least equal to the Fair Market Value of the property that is the subject such Sale/Leaseback Transaction as determined in good faith by the Company (which determination shall be evidenced by (1) an Officer's Certificate in the event of a transfer of assets with a Fair Market Value in excess of $50 million and (2) a resolution approved in good faith by at least a majority of the Board of Directors of the Company in the event of a transfer of assets with Fair Market Value in excess of $100 million).

Reports and other information. Each indenture will provide that TRW Automotive Holdings shall deliver to the applicable trustee, within 15 days after it would have been required to file with the SEC, copies of its annual reports and the information, documents and other reports (or copies of such portions of any of the foregoing as the SEC may by rules and regulations prescribe) which it is required to file with the SEC pursuant to Section 13 or 15(d) of the Exchange Act. In the event that TRW Automotive Holdings is at any time no longer subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act, either it or the Company shall provide the applicable trustee with copies of annual reports and such information, documents and other reports as TRW Automotive Holdings or the Company, as the case may be, would be required to file with the SEC were it subject to such reporting requirements. In such event, such reports shall be provided within 45 days of the times as TRW Automotive Holdings or the Company, as the case may be, would be required to provide such reports were it subject to such reporting requirements.

If at any time any direct or indirect parent of TRW Automotive Holdings is a Guarantor of any series of notes, the Company will be deemed to be in compliance with the provisions of the covenant described under this caption with respect to such series of notes if such direct or indirect parent delivers to the applicable trustee within the time periods specified in the preceding paragraph copies of its annual reports and the information, documents and other reports (or copies of such portions of any of the foregoing as the SEC may by rules and regulations prescribe) which such direct or indirect parent is required to file with the SEC pursuant to Section 13 or 15(d) of the Exchange Act or which such direct or indirect parent would be required to file with the SEC if it were subject to Section 13 or 15(d) of the Exchange Act.

Each indenture will provide that the Company will be deemed to be in compliance with the provisions of the covenant described under this caption with respect to such series of notes if TRW Automotive Holdings, or in the event that TRW Automotive Holdings is at any time no longer subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act, either TRW Automotive Holdings or the Company, or if at any time any direct or indirect parent of TRW Automotive Holdings is a Guarantor of such series of notes, such direct or indirect parent of TRW Automotive Holdings, shall have filed such annual reports and the information, documents and other reports with the SEC using its Electronic Data Gathering, Analysis and Retrieval System or any successor system. The subsequent filing with the applicable trustee and, if applicable, the SEC of any report required by this covenant will be deemed to automatically cure any Default or Event of Default resulting from the failure to file such report within the time period required.

Notwithstanding anything herein to the contrary, the Company will not be deemed to have failed to comply with any of its obligations hereunder for purposes of clause (5) under "Defaults" until 120 days after the date any report hereunder is due.

Future guarantors. Each indenture will provide that (a) if after the Issue Date any Wholly Owned Domestic Subsidiary of the Company (other than a Receivables Subsidiary and a Captive Insurance Subsidiary) guarantees any Indebtedness under the Credit Agreement or has outstanding or guarantees any other Indebtedness in excess of a De Minimis Guaranteed Amount or (b) if after the Issue Date any Significant Domestic Subsidiary of the Company that is not a Wholly Owned Domestic Subsidiary guarantees any Indebtedness under the Credit Agreement, then such Subsidiary shall, if not already a Guarantor, execute and deliver to the applicable trustee a supplemental indenture pursuant to which such Subsidiary will guarantee the payment of the notes issued under the indenture. In addition, each indenture will provide that if after the Issue Date TRW Automotive Holdings or TRW Automotive Intermediate Holdings becomes engaged in any business in any material respect other than incidental to its ownership, directly or indirectly, of Capital Stock of the Company or TRW Automotive Intermediate Holdings, as applicable, or acquires any assets that are material, other than Capital Stock of the Company or TRW Automotive Intermediate Holdings, as applicable, then TRW Automotive Holdings or TRW Automotive Intermediate Holdings, as applicable, will execute and deliver to the applicable trustee a supplemental indenture pursuant to which TRW Automotive Holdings or TRW Automotive Intermediate Holdings, as applicable, will guarantee the payment of the notes issued under the indenture.

Each Guarantee will be limited to an amount not to exceed the maximum amount that can be guaranteed by that Subsidiary without rendering the Guarantee, as it relates to such Subsidiary, voidable under applicable law relating to fraudulent conveyance or fraudulent transfer or similar laws affecting the rights of creditors generally.

Merger, Consolidation or Sale of All or Substantially All Assets

Each indenture will provide that the Company may not consolidate or merge with or into or wind up into (whether or not the Company is the surviving corporation), or sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of its properties or assets in one or more related transactions, to any Person unless:

(1) the Company is the surviving corporation or the Person formed by or surviving any such consolidation or merger (if other than the Company) or to which such sale, assignment, transfer, lease, conveyance or other disposition will have been made is a corporation, partnership or limited liability company organized or existing under the laws of the United States, any state thereof, the District of Columbia, or any territory thereof or a member state of the European Union (the Company or such Person, as the case may be, being herein called the "Successor Company");

(2) the Successor Company (if other than the Company) expressly assumes all the obligations of the Company under the indenture and the applicable series of notes pursuant to a supplemental indenture or other documents or instruments in form reasonably satisfactory to the applicable trustee;

(3) immediately after giving effect to such transaction, no Default or Event of Default shall have occurred and be continuing under the indenture;

(4) each Guarantor, unless it is the other party to the transactions described above, shall have by supplemental indentures confirmed that its Guarantee shall apply to such Person's obligations under the indenture and the applicable series of notes; and

(5) the Company shall have delivered to the applicable trustee an Officers' Certificate and an Opinion of Counsel, each stating that such consolidation, merger or transfer and such supplemental indenture (if any) comply with the indenture.

Upon the occurrence of any transaction or series of transactions that are of the type described in, and effected in accordance with, the foregoing paragraph, the Successor Company will succeed to, and be substituted for, the Company under the indenture and the applicable series of notes with the same effect as if the Successor Company had been named as the Company in the Indenture. Notwithstanding anything to the contrary in the foregoing, (a) any Subsidiary may consolidate with, merge into or transfer all or part of its properties and assets to the Company or to another Subsidiary and (b) the Company may merge with an Affiliate incorporated solely for the purpose of reincorporating the Company in another state of the United States.

Each indenture will further provide that, subject to certain limitations in the indenture governing the release of a Guarantee of a Guarantor, each Guarantor will not, and the Company will not permit such a Guarantor to, consolidate or merge with or into or wind up into (whether or not such Guarantor is the surviving corporation), or sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of its properties or assets in one or more related transactions to, any Person (other than the Company or another Guarantor) unless:

(1) such Guarantor is the surviving corporation or the Person formed by or surviving any such consolidation or merger (if other than such Guarantor) or to which such sale, assignment, transfer, lease, conveyance or other disposition will have been made is a corporation, partnership or limited liability company organized or existing under the laws of the United States, any state thereof, the District of Columbia, or any territory thereof or a member state of the European Union (such Guarantor or such Person, as the case may be, being herein called the "Successor Guarantor");

(2) the Successor Guarantor (if other than such Guarantor) expressly assumes all the obligations of such Guarantor under the indenture and such Guarantors' Guarantee pursuant to a supplemental indenture or other documents or instruments in form reasonably satisfactory to the applicable trustee;

(3) immediately after giving effect to such transaction no Default or Event of Default shall have occurred and be continuing under the indenture; and

(4) the Company shall have delivered or caused to be delivered to the applicable trustee an Officers' Certificate and an Opinion of Counsel, each stating that such consolidation, merger or transfer and such supplemental indenture (if any) comply with the indenture.

Upon the occurrence of any transaction or series of transactions that are of the type described in, and effected in accordance with, the foregoing paragraph, a Successor Guarantor will succeed to, and be substituted for, the predecessor Guarantor under the indenture and the predecessor Guarantor's Guarantee with the same effect as if the Successor Guarantor had been named as the Guarantor in the Indenture. Notwithstanding anything to the contrary in the foregoing, a Guarantor may merge with an Affiliate incorporated solely for the purpose of reincorporating such Guarantor in another state of the United States.

Defaults

Each indenture will provide that the following events shall constitute Events of Default with respect to the series of notes issued thereunder:

(1) a default in any payment of interest on such notes when due continued for 30 days,

(2) a default in the payment of principal or premium, if any, of such notes when due at its Stated Maturity, upon optional redemption, upon required repurchase, upon declaration or otherwise,

(3) the failure by the Company to comply with its obligations under the covenant described under "— Merger, consolidation or sale of all or substantially all assets" above,

(4) the failure by the Company to comply for 30 days after written notice with any of its obligations under the covenants described under "— Change of Control Triggering Event,"

(5) the failure by the Company to comply for 60 days after written notice with any other agreement contained in the indenture or such notes (other than a default relating to the Company's obligations described under "— Certain covenants — Reports and other information," with respect to which the applicable period shall be 120 days after receipt of written notice),

(6) the failure by the Company or any Significant Subsidiary of the Company to pay any Indebtedness (other than Indebtedness owing to the Company or a Subsidiary) within any applicable grace period after final maturity or the acceleration of any such Indebtedness by the holders thereof because of a default if the total amount of such Indebtedness unpaid or accelerated exceeds $75.0 million or its foreign currency equivalent (the "cross acceleration provision"),

(7) certain events of bankruptcy, insolvency or reorganization of the Company or a Significant Subsidiary of the Company (the "bankruptcy provisions"), or

(8) any Guarantee of a Significant Subsidiary of the Company ceases to be in full force and effect with respect to such notes (except as contemplated by the terms thereof) or any Guarantor denies or disaffirms its obligations under the indenture or its Guarantee of such notes and such Default continues for 10 days.

The foregoing will constitute Events of Default whatever the reason for any such Event of Default and whether it is voluntary or involuntary or is effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body. However, a default under clause (4) or (5) above will not constitute an Event of Default with respect to a series of notes until the applicable trustee or the holders of 25% in principal amount of the outstanding notes of such series notify the Company of the default and the Company does not cure such default within the time specified in such clause after receipt of such notice.

If an Event of Default (other than a Default relating to certain events of bankruptcy, insolvency or reorganization of the Company) occurs and is continuing with respect to a series of notes, the applicable trustee or the holders of at least 25% in principal amount of outstanding notes of such series by notice to the Company may declare the principal of, premium, if any, and accrued but unpaid interest on all the notes of such series to be due and payable. Upon such a declaration, such principal and interest will be due and payable immediately. If an Event of Default relating to certain events of bankruptcy, insolvency or reorganization of the Company occurs, the principal of, premium, if any, and interest on all the notes will become immediately due and payable without any declaration or other act on the part of the applicable trustee or any holders. Under certain circumstances, the holders of a majority in principal amount of the outstanding notes of a series may rescind any such acceleration with respect to such notes and its consequences.

In the case of an Event of Default specified in clause (6) above, such Event of Default and all consequences thereof (excluding, however, any resulting payment default) will be annulled, waived and rescinded with respect to each series of notes, automatically and without any action by the applicable trustee or the holders of such notes, if within 60 days after such Event of Default first arose the Company delivers an Officers' Certificate to the applicable trustee stating that (i) the Indebtedness that is the basis for such Event of Default has been discharged, (ii) the holders of the Indebtedness that is the basis for such Event of Default have rescinded or waived the acceleration, notice or action (as the case may be) giving rise to such Event of Default or (iii) the default that is the basis for such Event of Default has been cured; provided, however, that a prior acceleration of the principal amount of a series of notes shall not be annulled, waived or rescinded upon the occurrence of any event described in clause (i), (ii) or (iii) of this paragraph.

Subject to the provisions of the indentures relating to the duties of the trustee, in case an Event of Default occurs and is continuing under an indenture, the applicable trustee will be under no obligation to exercise any of the rights or powers under the indenture at the request or direction of any of the holders unless such holders have offered to the applicable trustee reasonable indemnity or security against any loss, liability or expense. Except to enforce the right to receive payment of principal, premium (if any) or interest when due, no holder may pursue any remedy with respect to any series of notes or the indenture pursuant to which such notes were issued unless:

(1) such holder has previously given the applicable trustee notice that an Event of Default is continuing,

(2) holders of at least 25% in principal amount of the outstanding notes of such series have requested the applicable trustee to pursue the remedy,

(3) such holders have offered the applicable trustee reasonable security or indemnity against any loss, liability or expense,

(4) the applicable trustee has not complied with such request within 60 days after the receipt of the request and the offer of security or indemnity, and

(5) the holders of a majority in principal amount of the outstanding notes of such series have not given the applicable trustee a direction inconsistent with such request within such 60-day period.

Subject to certain restrictions, the holders of a majority in principal amount of the outstanding notes of a series will have the right to direct the time, method and place of conducting any proceeding for any remedy available to the applicable trustee or exercising any trust or power conferred on such trustee. The trustee, however, will be permitted to refuse to follow any direction that conflicts with law or the applicable indenture or that the trustee determines is unduly prejudicial to the rights of any other holder or that would involve the trustee in personal liability. Prior to taking any action under an indenture, the applicable trustee will be entitled to indemnification satisfactory to it in its sole discretion against all losses and expenses caused by taking or not taking such action.

Each indenture will provide that if a Default occurs and is continuing and is actually known to the applicable trustee, such trustee must mail to each holder of notes issued under the indenture notice of the Default within the earlier of 90 days after it occurs or 30 days after it is actually known to a Trust Officer or written notice of it is received by such trustee. Except in the case of a Default in the payment of principal of, premium (if any) or interest on any series of notes, the applicable trustee may withhold notice if and so long as a committee of its Trust Officers in good faith determines that withholding notice is in the interests of the holders of such notes. In addition, the Company will be required under each indenture to deliver to the applicable trustee, within 120 days after the end of each fiscal year, a certificate indicating whether the signers thereof know of any Default that occurred with respect to the applicable series of notes during the previous year. The Company will also be required under each indenture to deliver to the applicable trustee, within 30 days after the occurrence thereof, written notice of any event which would constitute certain Defaults, their status and what action the Company is taking or proposes to take in respect thereof.

Amendments and Waivers

Subject to certain exceptions, each indenture may be amended with the consent of the holders of a majority in principal amount of the outstanding notes issued thereunder and any past default or compliance with any provisions may be waived with the consent of the holders of a majority in principal amount of the outstanding notes issued thereunder. However, with respect to each series of notes, without the consent of each holder affected, no amendment may be made that among other things:

(1) reduces the amount of such notes whose holders must consent to an amendment,

(2) reduces the rate of or extend the time for payment of interest on such notes,

(3) reduces the principal of or extend the Stated Maturity of such notes,

(4) reduces the premium payable upon the redemption of such notes or change the time at which such notes may be redeemed as described under "Optional Redemption" above,

(5) makes such notes payable in money other than that stated in such notes,

(6) impairs the right of any holder to receive payment of principal of, premium, if any, and interest on such notes on or after the due dates therefor or to institute suit for the enforcement of any payment on or with respect to such notes,

(7) make any change in the amendment provisions which require each holder's consent or in the waiver provisions, or

(8) modify the Guarantees in any manner adverse to the holders.

Each indenture will provide that, without the consent of any holder, the Company and the applicable trustee may amend the indenture to cure any ambiguity, omission, defect or inconsistency, to provide for the assumption by a successor corporation, partnership or limited liability company of the obligations of the Company under the indenture, to provide for the issuance under the indenture of uncertificated notes in addition to or in place of certificated notes (provided that the uncertificated notes are issued in registered form for purposes of Section 163(f) of the Code or in a manner such that the uncertificated notes are described in Section 163(f)(2)(B) of the Code), to add Guarantees with respect to the notes issued under the indenture, to secure the notes issued under the indenture, to add to the covenants of the Company for the benefit of the holders or to surrender any right or power conferred

upon the Company, to make any change that does not adversely affect the rights of any holder or to make certain changes to the indenture to provide for the issuance of additional notes.

The consent of the noteholders under an indenture will not be necessary to approve the particular form of any proposed amendment to the indenture. It is sufficient if such consent approves the substance of the proposed amendment. After an amendment under an indenture becomes effective, the Company will be required to mail to the holders of notes issued under the indenture a notice briefly describing such amendment. However, the failure to give such notice to all noteholders entitled to receive such notice, or any defect therein, will not impair or affect the validity of the amendment.

Transfer and Exchange

A noteholder will be permitted to transfer or exchange notes in accordance with the indenture under which such notes were issued. Upon any transfer or exchange, the registrar and the applicable trustee may require a noteholder, among other things, to furnish appropriate endorsements and transfer documents and the Company may require a noteholder to pay any taxes required by law or permitted by the applicable indenture. The Company will not be required to transfer or exchange any note of a series selected for redemption or to transfer or exchange any note of such series for a period of 15 days prior to a selection of the notes of such series to be redeemed. Each series of notes will be issued in registered form and the registered holder of a note of such series will be treated as the owner of such note for all purposes.

Defeasance

With respect to each series of notes, the Company may at its option and at any time elect to have all its obligations discharged under the applicable indenture and such series of notes ("legal defeasance"), except for certain notes of such series, to replace mutilated, destroyed, lost or stolen notes of such series and to maintain a registrar and paying agent in respect of notes of such series. In addition, with respect to each series of notes, the Company may at its option and at any time elect to have all its obligations terminated under the covenants described under "Certain covenants," the operation of the cross acceleration provision, the bankruptcy provisions with respect to Subsidiaries and the limitations described under "Merger, consolidation or sale of all or substantially all assets" ("covenant defeasance"). If the Company exercises its legal defeasance option or its covenant defeasance option with respect to a series of notes, each Guarantor will be released from all of its obligations with respect to its Guarantee of such series.

The Company may exercise its legal defeasance option with respect to a series of notes notwithstanding its prior exercise of its covenant defeasance option with respect to such series. If the Company exercises its legal defeasance option with respect to a series of notes, payment of such notes may not be accelerated because of an Event of Default with respect thereto. If the Company exercises its covenant defeasance option with respect to a series of notes, payment of such notes may not be accelerated because of an Event of Default specified in clause (3), (4), (6), (7) with respect only to Significant Subsidiaries, or (8) under "— Defaults" above or because of the failure of the Company to comply with "— Merger, consolidation or sale of all or substantially all assets" above.

In order to exercise either defeasance option with respect to a series of notes, the Company must irrevocably deposit in trust (the "defeasance trust") with the applicable trustee money or U.S. Government Obligations for the payment of principal, premium (if any) and interest on such notes to redemption or maturity, as the case may be, and must comply with certain other conditions, including delivery to the applicable trustee of an Opinion of Counsel to the effect that holders of such notes will not recognize income, gain or loss for Federal income tax purposes as a result of such deposit and defeasance and will be subject to Federal income tax on the same amount and in the same manner and at the same times as would have been the case if such deposit and defeasance had not occurred (and, in the case of legal defeasance only, such Opinion of Counsel must be based on a ruling of the Internal Revenue Service or change in applicable Federal income tax law).

Concerning the Trustee

The Bank of New York will be appointed to serve as the trustee under each indenture and will be appointed to act as the Registrar and Paying Agent with respect to each series of notes.

Governing Law

Each indenture will provide that the indenture and the notes and Guarantees issued thereunder will be governed by, and construed in accordance with, the laws of the State of New York.

Certain Definitions

"Affiliate" of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, "control" (including, with correlative meanings, the terms "controlling," "controlled by" and "under common control with"), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise.

"Applicable Premium" means:

(1) with respect to any dollar note on any redemption date, the excess, if any, of (a) the present value at such redemption date of (i) $1,000 payable upon the Stated Maturity of such dollar note, plus (ii) all required interest payments due on such dollar note through the Stated Maturity of such dollar note, (excluding accrued but unpaid interest to the redemption date), computed using a discount rate equal to the Treasury Rate as of such redemption date plus basis points; over (b) the principal amount of such dollar note; and

(2) with respect to any euro note on any redemption date, the excess, if any, of (a) the present value at such redemption date of (i) €1,000 payable upon the Stated Maturity of such euro note, plus (ii) all required interest payments due on such euro note through the Stated Maturity of such euro note, (excluding accrued but unpaid interest to the redemption date), computed using a discount rate equal to the Bund Rate as of such redemption date plus basis points; over (b) the principal amount of such euro note; and

"Bank Indebtedness" means any and all amounts payable under or in respect of the Credit Agreement, the other Senior Credit Documents and any refinancing indebtedness with respect thereto, as amended, supplemented or otherwise modified from time to time, including principal, premium (if any), interest (including interest accruing on or after the filing of any petition in bankruptcy or for reorganization relating to the Company whether or not a claim for post-filing interest is allowed in such proceedings), fees, charges, expenses, reimbursement obligations, guarantees and all other amounts payable thereunder or in respect thereof. It is understood and agreed that refinancing indebtedness in respect of the Credit Agreement may be incurred from time to time after termination of the Credit Agreement.

"Bank Facilities" means one or more customary bank debt facilities (including, without limitation, the Credit Agreement existing on the Issue Date), in each case with banks or other institutional lenders providing for revolving credit loans, term loans, or letters of credit, in each case, as amended, extended, renewed, refinanced, restated, repaid, replaced, supplemented or otherwise modified (in whole or in part, and without limitation as to amount, terms, conditions, covenants and other provisions) from time to time. For the avoidance of doubt, Bank Facilities shall exclude any Indebtedness issued in a capital markets transaction, whether publicly or privately made.

"Blackstone" means Blackstone Capital Partners IV Merchant Banking Fund L.P. and its Affiliates.

"Board of Directors" means as to any Person, the board of directors of such Person (or, if such Person is a partnership, the board of directors or other governing body of the general partner of such Person) or any duly authorized committee thereof.

"Bund Rate" means, as of any redemption date, the yield to maturity as of such redemption date of the Comparable German Bund Issue with a constant maturity most nearly equal to the period from the redemption date to the Stated Maturity, assuming a price for the Comparable German Bund Issue (expressed as a percentage of its principal amount) equal to the Comparable German Bund Price for such redemption date, where:

(1) *"Comparable German Bund Issue"* means the German Bundesanleihe security selected by any Reference German Bund Dealer as having a fixed maturity most nearly equal to the period from such redemption date to , 2014 and that would be utilized at the time of selection and in accordance with

customary financial practice, in pricing new issues of euro-denominated corporate debt securities in a principal amount approximately equal to the then outstanding principal amount of the euro notes and of a maturity most nearly equal to , 2014; *provided*, *however*, that, if the period from such redemption date to , 2014 is not equal to the fixed maturity of the German Bundesanleihe security selected by such Reference German Bund Dealer, the Bund Rate shall be determined by linear interpolation (calculated to the nearest one-twelfth of a year) from the yields of German Bundesanleihe securities for which such yields are given, except that if the period from such redemption date to , 2014 is less than one year, a fixed maturity of one year shall be used;

(2) *"Comparable German Bund Price"* means, with respect to any redemption date, the average of all Reference German Bund Dealer Quotations for such date (which, in any event, must include at least two such quotations), after excluding the highest and lowest such Reference German Bund Dealer Quotations, or if the Company obtains fewer than four such Reference German Bund Dealer Quotations, the average of all such quotations;

(3) *"Reference German Bund Dealer"* means any dealer of German Bundesanleihe securities appointed by the Company in good faith; and

(4) *"Reference German Bund Dealer Quotations"* means, with respect to each Reference German Bund Dealer and any redemption date, the average as determined by the Company in good faith of the bid and offered prices for the Comparable German Bund Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Company by such Reference German Bund Dealer at 3:30 p.m. Frankfurt, Germany, time on the third Business Day preceding the redemption date.

"Business Day" means a day other than a Saturday, Sunday or other day on which banking institutions are authorized or required by law to close in New York State.

"Capitalized Lease Obligation" means, at the time any determination thereof is to be made, the amount of the liability in respect of a capital lease that would at such time be required to be capitalized and reflected as a liability on a balance sheet (excluding the footnotes thereto) in accordance with GAAP.

"Capital Stock" means:

(1) in the case of a corporation, corporate stock;

(2) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock;

(3) in the case of a partnership or limited liability company, partnership or membership interests (whether general or limited); and

(4) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person.

"Captive Insurance Subsidiary" means a Subsidiary of the Company that provides insurance coverage solely for the benefit of one or more of the Company and its Affiliates.

"Change of Control" means the occurrence of one or more of the following events:

(1) sale, lease or transfer, in one or a series of related transactions, of all or substantially all the assets of the Company and its Subsidiaries, taken as a whole, to a Person in which any Person or group (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act, or any successor provision), including any group acting for the purposes of acquiring, holding or disposing of securities (within the meaning of Rule 13d-5(b)(1) under the Exchange Act), other than the Permitted Holders, holds or acquires beneficial ownership (within the meaning of Rule 13(d)-3 under the Exchange Act, or any successor provision) of 50% or more of the total voting power of the Voting Stock of such transferee Person; or

(2) the Company becomes aware (by way of a report or any other filing pursuant to Section 13(d) of the Exchange Act, proxy, vote, written notice or otherwise) of the acquisition by any Person or group (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act, or any successor provision), including

any group acting for the purpose of acquiring, holding or disposing of securities (within the meaning of Rule 13d-5(b)(1) under the Exchange Act), other than the Permitted Holders, in a single transaction or in a related series of transactions, by way of merger, consolidation or other business combination or purchase of beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act, or any successor provision), of 50% or more of the total voting power of the Voting Stock of the Company or TRW Automotive Holdings; provided that if the Company or TRW Automotive Holdings becomes a Subsidiary of one or more Public Holding Companies, no Person or group shall be deemed to be or become a beneficial owner of more than 50% of the total voting power of the Voting Stock of the Company or TRW Automotive Holdings, as the case may be, unless a Person (other than the Permitted Holders) shall be or become a beneficial owner of more than 50% of the total voting power of the Voting Stock of the ultimate Public Holding Company.

"Change of Control Triggering Event" means, with respect to a series of notes, the occurrence of both a Change of Control and a Rating Decline with respect to such notes.

"Code" means the Internal Revenue Code of 1986, as amended.

"Contingent Obligations" means, with respect to any Person, any obligation of such Person guaranteeing any leases, dividends or other obligations that do not constitute Indebtedness ("primary obligations") of any other Person (the "primary obligor") in any manner, whether directly or indirectly, including, without limitation, any obligation of such Person, whether or not contingent:

(1) to purchase any such primary obligation or any property constituting direct or indirect security therefor,

(2) to advance or supply funds:

(a) for the purchase or payment of any such primary obligation; or

(b) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor; or

(3) to purchase property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation against loss in respect thereof.

"Credit Agreement" means the Fourth Amended and Restated Credit Agreement, dated as of December 17, 2004, as amended, restated, supplemented, waived, replaced (whether or not upon termination, and whether with the original lenders or otherwise), restructured, repaid, refunded, refinanced or otherwise modified from time to time, including any agreement extending the maturity thereof or otherwise restructuring all or any portion of the Indebtedness under such agreement or increasing the amount loaned thereunder or altering the maturity thereof, among the Company, TRW Automotive Holdings, TRW Automotive Intermediate Holdings, certain Subsidiaries of the Company, the financial institutions named therein, and JPMorgan Chase Bank, N.A., as Administrative Agent and Collateral Agent.

"Default" means, with respect to a series of notes, any event which is, or after notice or passage of time or both would be, an Event of Default with respect to such notes.

"De Minimis Guaranteed Amount" means a principal amount of Indebtedness that does not exceed $10 million in the aggregate.

"Disqualified Stock" means, with respect to any Person, any Capital Stock of such Person which, by its terms (or by the terms of any security into which it is convertible or for which it is redeemable or exchangeable), or upon the happening of any event:

(1) matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise (other than as a result of a change of control, provided that the relevant change of control provisions, taken as a whole, are no more favorable in any material respect to holders of such Capital Stock than the change of control provisions applicable to the notes and any purchase requirement triggered thereby may not become operative

until compliance with the change of control provisions applicable to the notes (including the purchase of any notes tendered pursuant thereto),

(2) is convertible or exchangeable for Indebtedness or Disqualified Stock, or

(3) is redeemable at the option of the holder thereof, in whole or in part, in each case prior to 91 days after the maturity date of the notes;

provided, however, that only the portion of Capital Stock which so matures or is mandatorily redeemable, is so convertible or exchangeable or is so redeemable at the option of the holder thereof prior to such date shall be deemed to be Disqualified Stock; provided further, however, that if such Capital Stock is issued to any employee or to any plan for the benefit of employees of the Company or its Subsidiaries or by any such plan to such employees, such Capital Stock shall not constitute Disqualified Stock solely because it may be required to be repurchased by the Company in order to satisfy applicable statutory or regulatory obligations or as a result of such employee's termination, death or disability.

"Domestic Subsidiary" means a Subsidiary that is not a Foreign Subsidiary.

"Equity Interests" means Capital Stock and all warrants, options or other rights to acquire Capital Stock (but excluding any debt security that is convertible into, or exchangeable for, Capital Stock).

"Equity Offering" means any public or private sale of common stock or Preferred Stock of the Company, TRW Automotive Holdings or TRW Automotive Intermediate Holdings (other than Disqualified Stock), other than public offerings with respect to the Company's common stock registered on Form S-8.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations of the SEC promulgated thereunder.

"Fair Market Value" means, with respect to any asset or property, the price which could be negotiated in an arm's-length, free market transaction, for cash, between a willing seller and a willing and able buyer, neither of whom is under undue pressure or compulsion to complete the transaction.

"Foreign Subsidiary" means a Subsidiary not organized or existing under the laws of the United States of America or any state thereof or the District of Columbia, and any subsidiary of such Subsidiary.

"GAAP" means generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as have been approved by a significant segment of the accounting profession, which are in effect on the Issue Date. For the purposes of each indenture, the term "consolidated" with respect to any Person shall mean such Person consolidated with its Subsidiaries.

"Guarantee" means, with respect to each series of notes, any guarantee of the obligations of the Company under such notes and the indenture under which such notes were issued by any Person in accordance with the provisions of such indenture.

"guarantee" means a guarantee (other than by endorsement of negotiable instruments for collection in the ordinary course of business), direct or indirect, in any manner (including, without limitation, letters of credit and reimbursement agreements in respect thereof), of all or any part of any Indebtedness or other obligations.

"Guarantor" means any Person that Incurs a Guarantee; provided that upon the release or discharge of such Person from its Guarantee in accordance with the applicable indenture, such Person shall cease to be a Guarantor.

"Hedging Obligations" means, with respect to any Person, the obligations of such Person under:

(1) currency exchange, interest rate or commodity swap agreements, currency exchange, interest rate or commodity cap agreements and currency exchange, interest rate or commodity collar agreements; and

(2) other agreements or arrangements designed to protect such Person against fluctuations in currency exchange, interest rates or commodity prices.

"holder" or "noteholder" means the Person in whose name a note is registered on the Registrar's books.

"Incur" means issue, assume, guarantee, incur or otherwise become liable for; provided, however, that any Indebtedness or Capital Stock of a Person existing at the time such person becomes a Subsidiary (whether by merger, consolidation, acquisition or otherwise) shall be deemed to be Incurred by such person at the time it becomes a Subsidiary.

"Indebtedness" means, with respect to any Person:

(1) the principal and premium (if any) of any indebtedness of such Person, whether or not contingent, (a) in respect of borrowed money, (b) evidenced by bonds, notes, debentures or similar instruments or letters of credit or bankers' acceptances (or, without duplication, reimbursement agreements in respect thereof), (c) representing the deferred and unpaid purchase price of any property, except any such balance that constitutes a trade payable or similar obligation to a trade creditor due within six months from the date on which it is Incurred, in each case Incurred in the ordinary course of business, which purchase price is due more than six months after the date of placing the property in service or taking delivery and title thereto, (d) in respect of Capitalized Lease Obligations, or (e) representing any Hedging Obligations, if and to the extent that any of the foregoing indebtedness (other than letters of credit and Hedging Obligations) would appear as a liability on a balance sheet (excluding the footnotes thereto) of such Person prepared in accordance with GAAP;

(2) to the extent not otherwise included, any obligation of such Person to be liable for, or to pay, as obligor, guarantor or otherwise, on the Indebtedness of another Person (other than by endorsement of negotiable instruments for collection in the ordinary course of business); and

(3) to the extent not otherwise included, Indebtedness of another Person secured by a Lien on any asset owned by such Person (whether or not such Indebtedness is assumed by such Person); provided, however, that the amount of such Indebtedness will be the lesser of: (a) the Fair Market Value of such asset at such date of determination, and (b) the amount of such Indebtedness of such other Person.

"Investment Grade Rating" means a rating equal to or higher than Baa3 (or the equivalent) by Moody's and BBB - (or the equivalent) by S&P, or an equivalent rating by any other Rating Agency.

"Issue Date" means, with respect to any series of notes, the date on which such notes are originally issued.

"Lien" means, with respect to any asset, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of such asset, whether or not filed, recorded or otherwise perfected under applicable law (including any conditional sale or other title retention agreement, any lease in the nature thereof, any option or other agreement to sell or give a security interest in and any filing of or agreement to give any financing statement under the Uniform Commercial Code (or equivalent statutes) of any jurisdiction); provided that in no event shall an operating lease be deemed to constitute a Lien.

"Management Group" means the group consisting of the directors, executive officers and other management personnel of the Company, TRW Automotive Holdings and TRW Automotive Intermediate Holdings on the Issue Date together with (1) any new directors whose election by such boards of directors or whose nomination for election by the shareholders of the Company, TRW Automotive Holdings, or TRW Automotive Intermediate Holdings, as applicable, was approved by a vote of a majority of the directors of the Company, TRW Automotive Holdings or TRW Automotive Intermediate Holdings, as applicable, then still in office who were either directors on the Issue Date or whose election or nomination was previously so approved and (2) executive officers and other management personnel of the Company, TRW Automotive Holdings, or TRW Automotive Intermediate Holdings, as applicable, hired at a time when the directors on the Issue Date together with the directors so approved constituted a majority of the directors of the Company, TRW Automotive Holdings, or TRW Automotive Intermediate Holdings, as applicable.

"Moody's" means Moody's Investors Service, Inc. or any successor to the rating agency business thereof.

"Obligations" means any principal, interest, penalties, fees, indemnifications, reimbursements (including, without limitation, reimbursement obligations with respect to letters of credit and bankers' acceptances), damages

and other liabilities payable under the documentation governing any Indebtedness; provided that Obligations with respect to the notes shall not include fees or indemnifications in favor of the trustee and other third parties other than the holders of the notes.

"Officer" means the Chairman of the Board, Chief Executive Officer, President, any Executive Vice President, Senior Vice President or Vice President, the Treasurer or the Secretary of the Company.

"Officers' Certificate" means a certificate signed on behalf of the Company by two Officers of the Company, one of whom must be the principal executive officer, the principal financial officer, the treasurer or the principal accounting officer of the Company that meets the requirements set forth in the applicable indenture.

"Opinion of Counsel" means a written opinion from legal counsel, which opinion is reasonably acceptable to the applicable trustee. The counsel may be an employee of or counsel to the Company.

"Permitted Holders" means Blackstone and the Management Group. Any person or group whose acquisition of beneficial ownership constitutes a Change of Control in respect of which a Change of Control Offer is made in accordance with the requirements of an indenture will thereafter, together with its Affiliates, constitute an additional Permitted Holder under such indenture.

"Permitted Liens" means, with respect to any Person:

(1) pledges or deposits by such Person under workmen's compensation laws, unemployment insurance laws or similar legislation, or good faith deposits in connection with bids, tenders, contracts (other than for the payment of Indebtedness) or leases to which such Person is a party, or deposits to secure public or statutory obligations of such Person or deposits of cash or United States government bonds to secure surety or appeal bonds to which such Person is a party, or deposits as security for contested taxes or import duties or for the payment of rent, in each case Incurred in the ordinary course of business;

(2) Liens imposed by law, such as carriers', warehousemen's and mechanics' Liens, in each case for sums not yet due or being contested in good faith by appropriate proceedings or other Liens arising out of judgments or awards against such Person with respect to which such Person shall then be proceeding with an appeal or other proceedings for review;

(3) Liens for taxes, assessments or other governmental charges not yet due or payable or subject to penalties for nonpayment or which are being contested in good faith by appropriate proceedings;

(4) Liens in favor of issuers of performance and surety bonds or bid bonds or with respect to other regulatory requirements or letters of credit issued pursuant to the request of and for the account of such Person in the ordinary course of its business;

(5) minor survey exceptions, minor encumbrances, easements or reservations of, or rights of others for, licenses, rights-of-way, sewers, electric lines, telegraph and telephone lines and other similar purposes, or zoning or other restrictions as to the use of real properties or Liens incidental to the conduct of the business of such Person or to the ownership of its properties which were not Incurred in connection with Indebtedness and which do not in the aggregate materially adversely affect the value of said properties or materially impair their use in the operation of the business of such Person;

(6) Liens securing Indebtedness under the Bank Facilities;

(7) Liens securing Indebtedness (including Capitalized Lease Obligations) Incurred by the Company or any of its Subsidiaries to finance the purchase, lease or improvement of property (real or personal) or equipment (whether through the direct purchase of assets or the Capital Stock of any Person owning such assets (but no other material assets)) in an aggregate principal amount which, when aggregated with the principal amount of all other Indebtedness then outstanding and secured pursuant to this clause (7), does not exceed 7.5% of Total Assets at any one time;

(8) Liens securing Indebtedness of Foreign Subsidiaries in an aggregate principal amount, which when aggregated with the principal amount of all other Indebtedness then outstanding and secured pursuant to this

clause (8), does not exceed the greater of (x) $750 million and (y) 12% of the consolidated assets of the Foreign Subsidiaries at any one time;

(9) Liens existing on the Issue Date;

(10) Liens on property or shares of stock of a Person at the time such Person becomes a Subsidiary of the Company; provided, however, such Liens are not created or Incurred in connection with, or in contemplation of, such other Person becoming such a Subsidiary; provided further, however, that such Liens may not extend to any other property owned by the Company or any Subsidiary;

(11) Liens on property at the time the Company or a Subsidiary of the Company acquired the property, including any acquisition by means of a merger or consolidation with or into the Company or any Subsidiary of the Company; provided, however, that such Liens are not created or Incurred in connection with, or in contemplation of, such acquisition; provided further, however, that the Liens may not extend to any other property owned by the Company or any Subsidiary of the Company;

(12) Liens securing Indebtedness or other obligations of a Subsidiary of the Company owing to the Company or another Subsidiary;

(13) Liens securing Hedging Obligations so long as the related Indebtedness is, and is permitted to be under the indenture, secured by a Lien on the same property securing such Hedging Obligations;

(14) Liens on specific items of inventory or other goods and proceeds of any Person securing such Person's obligations in respect of bankers' acceptances issued or created for the account of such Person to facilitate the purchase, shipment or storage of such inventory or other goods;

(15) leases and subleases of real property which do not materially interfere with the ordinary conduct of the business of the Company or any of its Subsidiaries;

(16) Liens arising from Uniform Commercial Code financing statement filings regarding operating leases entered into by the Company and its Subsidiaries in the ordinary course of business;

(17) Liens in favor of the Company or a Subsidiary of the Company;

(18) Liens on equipment of the Company granted in the ordinary course of business to the Company's client at which such equipment is located;

(19) Liens securing Indebtedness in an amount not to exceed 15% of Total Assets at any one time outstanding;

(20) Liens on accounts receivable and related assets incurred in connection with a Receivables Facility;

(21) Liens securing any refinancing, refunding, extension, renewal or replacement (or successive refinancings, refundings, extensions, renewals or replacements) as a whole, or in part, of any Indebtedness secured by any Lien referred to in the foregoing clauses (6), (7), (8), (9), (10), (11), (12), (13), (15), (17), (19) and (22); provided, however, that (x) such new Lien shall be limited to all or part of the same property that secured the original Lien (plus improvements on such property), and (y) the Indebtedness secured by such Lien at such time is not increased to any amount greater than the sum of (A) the outstanding principal amount or, if greater, committed amount of the Indebtedness described under clauses (6), (7), (8), (9), (10), (11), (12), (13), (15), (17), (19) and (22) at the time the original Lien became a Permitted Lien under the indenture, and (B) an amount necessary to pay any fees and expenses, including premiums, related to such refinancing, refunding, extension, renewal or replacement; and

(22) Liens securing Indebtedness or Disqualified Stock of the Company or any Subsidiary in an aggregate principal amount, which when aggregated with the principal amount or liquidation preference of all other Indebtedness and Disqualified Stock then outstanding and secured pursuant to this clause (22), does not exceed $750 million at any one time.

"Person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization, government or any agency or political subdivision thereof or any other entity.

"Preferred Stock" means any Equity Interest with preferential right of payment of dividends or upon liquidation, dissolution, or winding up.

"Principal Property" means any land or any facility (together with the land on which it is erected and fixtures comprising a part thereof) located in the United States used primarily for manufacturing, processing or production, owned or leased by the Company or any of its Subsidiaries and having a gross book value in excess of 2% of Total Assets other than any such land, facility or portion thereof which in the opinion of the Company's Board of Directors is not of material importance to the total business conducted by Company or any of its Subsidiaries as an entity.

"Public Holding Company" means any Person whose common equity securities are listed for trading on a national securities exchange in the United States or European Union.

"Rating Agencies" means, with respect to any series of notes, Moody's and S&P or if Moody's or S&P or both shall not make a rating on such notes publicly available, a nationally recognized statistical rating agency or agencies, as the case may be, selected by the Company which shall be substituted for Moody's or S&P or both, as the case may be.

"Rating Decline" means, with respect to any series of notes, the occurrence of a decrease in the rating of the notes by one or more gradations by either Moody's or S&P (including gradations within the rating categories, as well as between categories), within 90 days before or after the earlier of (x) a Change of Control, (y) the date of public notice of the occurrence of a Change of Control or (z) public notice of the intention of the Company to effect a Change of Control (which 90-day period shall be extended so long as the rating of such notes is under publicly announced consideration for possible downgrade by either Moody's or S&P).

"Receivables Facility" means any of one or more receivables financing facilities as amended, supplemented, modified, extended, renewed, restated or refunded from time to time, the Obligations of which are non-recourse (except for customary representations, warranties, covenants and indemnities made in connection with such facilities) to TRW Automotive Holdings or any of its Subsidiaries (other than a Receivables Subsidiary) pursuant to which TRW Automotive Holdings or any of its Subsidiaries sells its accounts receivable to either (a) a Person that is not a Subsidiary or (b) a Receivables Subsidiary that in turn sells its accounts receivable to a Person that is not a Subsidiary.

"Receivables Subsidiary" means any Subsidiary of the Company formed for the purpose of, and that solely engages only in one or more Receivables Facilities and other activities reasonably related thereto.

"Sale/Leaseback Transaction" means an arrangement relating to property now owned or hereafter acquired by the Company or a Subsidiary of the Company whereby the Company or such Subsidiary transfers such property to a Person and the Company or such Subsidiary leases it from such Person, other than leases between the Company and a Subsidiary of the Company or between Subsidiaries of the Company.

"S&P" means Standard and Poor's Ratings Group or any successor to the rating agency business thereof.

"SEC" means the Securities and Exchange Commission.

"Secured Indebtedness" means any Indebtedness of the Company secured by a Lien.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations of the SEC promulgated thereunder.

"Senior Credit Documents" means the collective reference to the Credit Agreement, the notes issued pursuant thereto and the guarantees thereof, and the collateral documents relating thereto, as amended, supplemented or otherwise modified from time to time.

"Senior Indebtedness" means, with respect to the Company or any Guarantor, all Indebtedness of the Company or such Guarantor, including interest thereon (including interest accruing on or after the filing of any petition in

bankruptcy or for reorganization relating to the Company or any Subsidiary of the Company at the rate specified in the documentation with respect thereto whether or not a claim for post-filing interest is allowed in such proceeding) and other amounts (including fees, expenses, reimbursement obligations under letters of credit and indemnities) owing in respect thereof, whether outstanding on the Issue Date or thereafter Incurred, unless in the instrument creating or evidencing the same or pursuant to which the same is outstanding it is provided that such obligations are not superior, or are subordinated, in right of payment to the notes or such Guarantor's Guarantee, as applicable; provided, however, that Senior Indebtedness shall not include, as applicable:

(1) any obligation of the Company to any Subsidiary of the Company, or of such Guarantor to the Company or any other Subsidiary of the Company,

(2) any liability for Federal, state, local or other taxes owed or owing by the Company or such Guarantor,

(3) any accounts payable or other liability to trade creditors arising in the ordinary course of business (including guarantees thereof or instruments evidencing such liabilities),

(4) any Indebtedness or obligation of the Company or such Guarantor which is subordinate or junior in any respect to any other Indebtedness or obligation of the Company or such Guarantor, as applicable, including any Subordinated Indebtedness, or

(5) any obligations with respect to any Capital Stock.

If any Senior Indebtedness is disallowed, avoided or subordinated pursuant to the provisions of Section 548 of Title 11 of the United States Code or any applicable state fraudulent conveyance law, such Senior Indebtedness nevertheless will constitute Senior Indebtedness.

"Significant Domestic Subsidiary" of a Person means a Domestic Subsidiary of such Person that is a Significant Subsidiary of such Person.

"Significant Subsidiary" of a Person means a Subsidiary of such Person that would be a "significant subsidiary" of such Person within the meaning of Rule 1-02 under Regulation S-X promulgated by the SEC.

"Similar Business" means a business, the majority of whose revenues are derived from the design and/or manufacture of automotive components, or the activities of the Company and its Subsidiaries as of the Issue Date or any business or activity that is reasonably similar thereto or a reasonable extension, development or expansion thereof or ancillary thereto.

"Stated Maturity" means, with respect to any security, the date specified in such security as the fixed date on which the final payment of principal of such security is due and payable, including pursuant to any mandatory redemption provision (but excluding any provision providing for the repurchase of such security at the option of the holder thereof upon the happening of any contingency beyond the control of the issuer unless such contingency has occurred).

"Subordinated Indebtedness" means (a) with respect to the Company, any Indebtedness of the Company which is by its terms subordinated in right of payment to the notes, and (b) with respect to any Guarantor, any Indebtedness of such Guarantor which is by its terms subordinated in right of payment to its Guarantee.

"Subsidiary" means, with respect to any Person (1) any corporation, association or other business entity (other than a partnership, joint venture or limited liability company) of which more than 50% of the total voting power of shares of Capital Stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time of determination owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of that Person or a combination thereof, and (2) any partnership, joint venture or limited liability company of which (x) more than 50% of the capital accounts, distribution rights, total equity and voting interests or general and limited partnership interests, as applicable, are owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of that Person or a combination thereof, whether in the form of membership, general, special or limited partnership interests or otherwise, and (y) such Person or any Subsidiary of such Person is a controlling general partner or otherwise controls such entity.

"Total Assets" means the total consolidated assets of the Company and its Subsidiaries, as shown on the most recent balance sheet of the Company.

"Treasury Rate" means, as of any redemption date, the yield to maturity as of such redemption date of United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15 (519) that has become publicly available at least two Business Days prior to the redemption date (or, if such Statistical Release is no longer published, any publicly available source of similar market data)) most nearly equal to the period from the redemption date to the Stated Maturity; *provided*, *however*, that if the period from the redemption date to the Stated Maturity is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year will be used.

"Trust Officer" means, with respect to the trustee under an indenture:

(1) any officer within the corporate trust department of such trustee, including any vice president, assistant vice president, assistant secretary, assistant treasurer, trust officer or any other officer of that trustee who customarily performs functions similar to those performed by the Persons who at the time shall be such officers, respectively, or to whom any corporate trust matter is referred because of such person's knowledge of and familiarity with the particular subject, and

(2) who shall have direct responsibility for the administration of such indenture.

"U.S. Government Obligations" means direct obligations (or certificates representing an ownership interest in such obligations) of the United States of America (including any agency or instrumentality thereof) for the payment of which the full faith and credit of the United States of America is pledged and which are not callable or redeemable at the issuer's option.

"Voting Stock" of any Person as of any date means the Capital Stock of such Person that is at the time entitled to vote in the election of the Board of Directors of such Person.

"Wholly Owned Domestic Subsidiary" of any Person means a Wholly Owned Subsidiary of such Person that is a Domestic Subsidiary.

"Wholly Owned Subsidiary" of any Person means a Subsidiary of such Person 100% of the outstanding Capital Stock or other ownership interests of which (other than directors' qualifying shares) shall at the time be owned by such Person or by one or more Wholly Owned Subsidiaries of such Person.

BOOK-ENTRY SETTLEMENT AND CLEARANCE

General

Each issue of notes sold to qualified institutional buyers in reliance on Rule 144A under the Securities Act will be represented by a global note in registered form without interest coupons attached (collectively, the "Rule 144A Global Notes"). The Rule 144A Global Notes representing the dollar notes (the "Dollar Rule 144A Global Notes") will be deposited with the trustee under the applicable indenture, as custodian for The Depository Trust Company ("DTC"), and registered in the name of Cede & Co., as nominee of DTC. The Rule 144A Global Notes representing the euro notes (the "Euro Rule 144A Global Notes") will be deposited with, or on behalf of, the common depositary (the "Common Depositary") for the accounts of Euroclear and Clearstream and registered in the name of the nominee of the Common Depositary.

Each issue of notes sold to non-U.S. persons in reliance on Regulation S under the Securities Act will be represented by a global note in registered form without interest coupons attached (collectively, the "Regulation S Global Notes" and, together with the Rule 144A Global Notes, the "Global Notes"). The Regulation S Global Notes representing the dollar notes (the "Dollar Regulation S Global Notes") will be registered in the name of Cede & Co., as nominee of DTC and deposited with the applicable trustee as custodian for DTC for credit to Euroclear and Clearstream and the Regulation S Global Notes representing the euro notes (the "Euro Regulation S Global Notes") will be deposited with, or on behalf of, the Common Depositary and registered in the name of the nominee of the Common Depositary.

The euro notes will not be eligible for clearance through DTC.

Ownership of interests in the Rule 144A Global Notes ("Restricted Book-Entry Interests") and in the Regulations S Global Notes (the "Unrestricted Book-Entry Interests" and, together with the Restricted Book-Entry Interests, the "Book-Entry Interests") will be limited to persons that have accounts with DTC, Euroclear and/or Clearstream, or persons that hold interests through such participants. Prior to the 40th day after the later of the commencement of this offering and the date the notes were originally issued (the "Distribution Compliance Period"), interests in the Regulation S Global Notes may only be held through Euroclear or Clearstream. Euroclear and Clearstream will hold interests in the Regulation S Global Notes on behalf of their participants through customers' securities accounts in their respective names on the books of their respective depositaries. Except under the limited circumstances described below, owners of beneficial interests in Global Notes will not be entitled to receive physical delivery of certificated notes.

Book-Entry Interests will be shown on, and transfers thereof will be done only through, records maintained in book-entry form by DTC, Euroclear and Clearstream and their participants. The laws of some jurisdictions, including certain states of the United States, may require that certain purchasers of securities take physical delivery of such securities in definitive form. The foregoing limitations may impair your ability to own, transfer or pledge Book-Entry Interests. In addition, while the notes are in global form, holders of Book-Entry Interests will not be considered the owners or "holders" of notes for any purpose.

So long as the notes are held in global form, DTC, Euroclear and/or Clearstream, as applicable (or their respective nominees), will be considered the sole holders of Global Notes for all purposes under the indentures. In addition, participants must rely on the procedures of DTC, Euroclear and/or Clearstream, and indirect participants must rely on the procedures of DTC, Euroclear, Clearstream and the participants through which they own Book-Entry Interests, to transfer their interests or to exercise any rights of holders under the indentures.

Neither we nor the trustees under the indentures will have any responsibility or be liable for any aspect of the records relating to the Book-Entry Interests.

Redemption of the Global Notes

In the event any Global Note (or any portion thereof) is redeemed, DTC, Euroclear and/or Clearstream, as applicable (or their respective nominees), will redeem an equal amount of the Book-Entry Interests in such Global Note from the amount received by it in respect of the redemption of such Global Note. The redemption price payable in connection with the redemption of such Book-Entry Interests will be equal to the amount received by

DTC, Euroclear and Clearstream, as applicable, in connection with the redemption of such Global Note (or any portion thereof). We understand that, under existing practices of DTC, Euroclear and Clearstream, if fewer than all of the notes are to be redeemed at any time, DTC, Euroclear and Clearstream will credit their respective participants' accounts on a proportionate basis (with adjustments to prevent fractions) or by lot or on such other basis as they deem fair and appropriate; provided, however, that no Book-Entry Interest of €50,000 or $100,000, as applicable, principal amount or less may be redeemed in part.

Payments on Global Notes

The Issuer will make payments of any amounts owing in respect of the Global Notes (including principal, premium, if any, and interest) to DTC or its nominee (in the case of the Dollar Rule 144A Global Notes and the Dollar Regulation S Global Notes) and to the Common Depositary or its nominee (in the case of the Euro Rule 144A Global Notes and the Euro Regulation S Global Notes), which will distribute such payments to participants in accordance with their procedures. The Issuer will make payments of all such amounts without deduction or withholding for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature except as may be required by law. We expect that standing customer instructions and customary practices will govern payments by participants to owners of Book-Entry Interests held through such participants.

Under the terms of the indentures, the Issuer and the trustees under the indentures will treat the registered holder of the Global Notes (DTC, Euroclear or Clearstream (or their respective nominees)) as the owner thereof for the purpose of receiving payments and for all other purposes. Consequently, neither we nor the trustees nor any of our or the trustees' respective agents has or will have any responsibility or liability for:

- any aspect of the records of DTC, Euroclear, Clearstream or any participant or indirect participant relating to payments made on account of a Book-Entry Interest or for maintaining, supervising or reviewing the records of DTC, Euroclear, Clearstream or any participant or indirect participant relating to payments made on account of a Book-Entry Interest; or
- DTC, Euroclear, Clearstream or any participant or indirect participant.

Currency of payment for the Global Notes

Except as may otherwise be agreed between DTC and any holder, the principal of, premium, if any, and interest on, and all other amounts payable in respect of, the Dollar Rule 144A Global Notes will be paid to holders of interests in such notes through DTC in dollars. Except as may be otherwise agreed between Euroclear and/or Clearstream and any holder, the principal of, premium, if any, and interest on, and all other amounts payable in respect of, the Euro Rule 144A Global Notes and the Regulation S Global Notes will be paid to holders of interests in such notes through Euroclear and/or Clearstream (i) in euros in the case of the Euro Rule 144A Global Notes and the Euro Regulation S Global Notes and (ii) in dollars in the case of the Dollar Regulation S Global Notes. Payments will be subject in all cases to any fiscal or other laws and regulations (including any regulations of the applicable securities clearing system) applicable thereto. None of we, the trustees, the initial purchasers or any of our or their respective agents will be liable to any holder of a Global Note or any other person for any commissions, costs, losses or expenses in relation to or resulting from any currency conversion or rounding effected in connection with any such payment.

Action by owners of book-entry interests

DTC, Euroclear and Clearstream have advised us that they will take any action permitted to be taken by a holder of notes (including the presentation of notes for exchange as described above) only at the direction of one or more participants to whose account the Book-Entry Interests in the Global Notes are credited and only in respect of such portion of the aggregate principal amount of notes as to which such participant or participants has or have given such direction. DTC, Euroclear and Clearstream will not exercise any discretion in the granting of consents, waivers or the taking of any other action in respect of the Global Notes. However, if there is an event of default under the notes, each of DTC, Euroclear and Clearstream reserves the right to exchange the Global Notes for definitive registered notes in certificated form ("Definitive Registered Notes"), and to distribute definitive registered notes to its participants.

Transfers

Transfers of beneficial interests in the Global Notes will be subject to the applicable rules and procedures of DTC, Euroclear and Clearstream and their respective direct or indirect participants, which rules and procedures may change from time to time.

The Global Notes will bear a legend to the effect set forth in "Notice to Investors". Book-Entry Interests in the Global Notes will be subject to the restrictions on transfers and certification requirements discussed in "Notice to Investors".

Book-Entry Interests in the Rule 144A Global Notes may be transferred to a person who takes delivery in the form of Book-Entry Interests in the Regulation S Global Notes and only upon delivery by the transferor of a written certification (in the form provided in the relevant indenture) to the effect that such transfer is made in accordance with Regulation S under the Securities Act. During the Distribution Compliance Period, any sale or transfer of ownership of an Unrestricted Book-Entry Interest to a U.S. person will not be permitted unless such resale or transfer is made pursuant to Rule 144A or otherwise in accordance with the transfer restrictions described under "Notice to Investors". Accordingly, an Unrestricted Book-Entry Interest may be transferred to a person who takes delivery in the form of a Restricted Book-Entry Interest only upon delivery by the transferor of a written certification (in the form provided in the relevant indenture) to the effect that such transfer is being made to a person who the transferor reasonably believes is a "qualified institutional buyer" within the meaning of Rule 144A in a transaction meeting the requirements of Rule 144A or otherwise in accordance with the transfer restrictions described under "Notice to Investors", and in accordance with any applicable securities laws of any state of the United States or any other jurisdiction. After the Distribution Compliance Period, such certification requirements will no longer apply to such transfers.

Transfers of Restricted Book-Entry Interests to persons wishing to take delivery of Restricted Book-Entry Interests will at all times be subject to the transfer restrictions contained in the legend appearing on the face of the Rule 144A Global Notes, as set forth in "Notice to Investors".

Restricted Book-Entry Interests may be transferred to a person who takes delivery in the form of any Unrestricted Book-Entry Interest only upon delivery by the transferor of a written certification (in the form provided in the relevant indenture) to the effect that such transfer is being made in accordance with Regulation S or Rule 144A (if available under the Securities Act).

Transfers involving an exchange of an Unrestricted Book-Entry Interest for a Restricted Book-Entry Interest or vice versa are expected to be effected in DTC by means of an instruction originated by the trustee under the applicable indenture through the DTC Deposit/Withdrawal at Custodian (DWAC) system. Accordingly, in connection with any such transfer, appropriate adjustments will be made to reflect a decrease in the principal amount of the relevant Regulation S Global Note and a corresponding increase in the principal amount of the corresponding Rule 144A Global Note or vice versa, as applicable. The policies and practices of DTC may prohibit transfers of Unrestricted Book-Entry Interests in the Regulation S Global Notes prior to the expiration of the Distribution Compliance Period. Any Book-Entry Interest in one of the Global Notes that is transferred to a person who takes delivery in the form of a Book-Entry Interest in any other Global Note will, upon transfer, cease to be a Book-Entry Interest in the first-mentioned Global Note and become a Book-Entry Interest in such other Global Note, and accordingly will thereafter be subject to all transfer restrictions, if any, and other procedures applicable to Book-Entry Interests in such other Global Note for as long as it remains such a Book-Entry Interest.

Definitive Registered Notes

Under the terms of the indentures, owners of the Book-Entry Interests will receive Definitive Registered Notes:

- in the case of a dollar Global Note, DTC notifies the Issuer that it is unwilling or unable to continue as depositary for the dollar Global Note, or DTC ceases to be a clearing agency registered under the Exchange Act and, in either case a qualified successor depositary is not appointed by the Issuer within 120 days;
- in the case of a euro Global Note, Euroclear or Clearstream notifies the Issuer that it is unwilling or unable to continue as clearing agency, or the Common Depositary notifies the Issuer that it is unwilling or unable to continue as the common depositary, and a successor clearing agency and common depositary are not appointed by the Issuer within 120 days;

- if DTC, Euroclear or Clearstream so requests following an event of default under any of the indentures; or
- if the owner of a Book-Entry Interest requests such exchange in writing delivered through either DTC, Euroclear or the Issuer following an event of default under any of the indentures.

In the case of the issuance of Definitive Registered Notes, the holder of a Definitive Registered Note may transfer such note by surrendering it to the registrar or a transfer agent. In the event of a partial transfer or a partial redemption of a holding of Definitive Registered Notes represented by one Definitive Registered Note, a Definitive Registered Note will be issued to the transferee in respect of the part transferred, and a new Definitive Registered Note in respect of the balance of the holding not transferred or redeemed will be issued to the transferor or the holder, as applicable; provided, that no Definitive Registered Note in a denomination less than €50,000 or $100,000, as applicable, will be issued. The Issuer will bear the cost of preparing, printing, packaging and delivery of the Definitive Registered Notes.

The Issuer will not be required to register the transfer or exchange of Definitive Registered Notes for a period of 15 calendar days preceding (a) the record date for any payment of interest on the notes, (b) any date fixed for redemption of the notes or (c) the date fixed for selection of the notes to be redeemed in part. Also, the Issuer is not required to register the transfer or exchange of any notes selected for redemption. In the event of the transfer of any Definitive Registered Note, the trustee under the applicable indenture may require a holder, among other things, to furnish appropriate endorsements and transfer documents as described in the applicable indenture. The Issuer may require a holder to pay any taxes and fees required by law and permitted by the indentures and the notes.

If Definitive Registered Notes are issued and a holder thereof claims that such Definitive Registered Notes have been lost, destroyed or wrongfully taken or if such Definitive Registered Notes are mutilated and are surrendered to the registrar or at the office of a transfer agent, the Issuer will issue and the trustee under the applicable indenture will authenticate a replacement Definitive Registered Note if the Issuer's and the trustee's requirements are met. The trustee under the applicable indenture or the Issuer may require a holder requesting replacement of a Definitive Registered Note to furnish an indemnity bond sufficient in the judgment of both the trustee and the Issuer to protect the Issuer, the trustee or the paying agent appointed pursuant to the relevant indenture from any loss that may result if a Definitive Registered Note is replaced. The Issuer may charge for its expenses in replacing a Definitive Registered Note.

In case any such mutilated, destroyed, lost or stolen Definitive Registered Note has become or is about to become due and payable, or is about to be redeemed or purchased by the Issuer pursuant to the provisions of any of the indentures, the Issuer at its discretion may, instead of issuing a new Definitive Registered Note, pay, redeem or purchase such Definitive Registered Note, as the case may be.

Definitive Registered Notes may be transferred and exchanged for Book-Entry Interests in a Global Note only in accordance with the relevant indenture. See "Notice to Investors."

Information concerning DTC, Euroclear and Clearstream

DTC. DTC is:

- a limited purpose trust company organised under the New York Banking Law;
- a "banking organization" under New York Banking Law;
- a member of the Federal Reserve System;
- a "clearing corporation" within the meaning of the New York Uniform Commercial Code; and
- a "clearing agency" registered under Section 17A of the US Securities Exchange Act of 1934, as amended.

DTC was created to hold securities for its participants and to facilitate the clearance and settlement of transactions among its participants. It does this through electronic book-entry changes in the accounts of securities participants, eliminating the need for physical movement of securities certificates. DTC participants include securities brokers and dealers, banks, trust companies, clearing corporations and certain other organisations. DTC's owners are the New York Stock Exchange, Inc., the American Stock Exchange, Inc. and the National Association of Securities Dealers, Inc. and a number of its direct participants. Others, such as banks, brokers, dealers and trust

companies that clear through or maintain a custodial relationship with a direct participant also have access to the DTC system and are known as indirect participants.

Because DTC can only act on behalf of participants, who in turn act on behalf of indirect participants and certain banks, the ability of an owner of a beneficial interest to pledge such interest to persons or entities that do not participate in the DTC system, or otherwise take actions in respect of such interest, may be limited by the lack of a definitive certificate for that interest. The laws of some states require that certain persons take physical delivery of securities in definitive form. Consequently, the ability to transfer beneficial interests to such persons may be limited. In addition, owners of beneficial interests through the DTC system will receive distributions attributable to the Rule 144A Global Notes only through DTC participants.

Euroclear and Clearstream. Like DTC, Euroclear and Clearstream hold securities for participating organisations. They also facilitate the clearance and settlement of securities transactions between their respective participants through electronic book-entry changes in the accounts of such participants. Euroclear and Clearstream provide various services to their participants, including the safekeeping, administration, clearance, settlement, lending and borrowing of internationally traded securities. Euroclear and Clearstream interface with domestic securities markets. Euroclear and Clearstream participants are financial institutions such as underwriters, securities brokers and dealers, banks, trust companies and certain other organisations. Indirect access to Euroclear or Clearstream is also available to others such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a Euroclear or Clearstream participant, either directly or indirectly.

Global clearance and settlement under the book-entry system

The euro notes represented by the Global Notes are expected to trade on the Alternative Securities Market of the Irish Stock Exchange. However, we cannot assure you that we will be able to list the euro notes on such exchange. If we do not list the euro notes on the Alternative Securities Market of the Irish Stock Exchange, we intend to apply to list the euro notes on another exchange chosen by us in our sole discretion. The dollar notes represented by the Global Notes are expected trade in DTC's Same-Day Funds Settlement System, and any permitted secondary market trading activity in such notes will, therefore, be required by DTC to be settled in immediately available funds. We expect that secondary trading in any certificated notes will also be settled in immediately available funds. Subject to compliance with the transfer restrictions applicable to the Global Notes, cross-market transfers between the participants in DTC, on the one hand, and Euroclear or Clearstream participants, on the other hand, will be done through DTC in accordance with DTC's rules on behalf of each of Euroclear or Clearstream by its common depositary; however, such cross-market transactions will require delivery of instructions to Euroclear or Clearstream by the counterparty in such system in accordance with the rules and procedures and within the established deadlines (Brussels time) of such system. Euroclear or Clearstream will, if the transaction meets its settlement requirements, deliver instructions to the Common Depositary to take action to effect final settlement on its behalf by delivering or receiving interests in the Global Notes in DTC, and making or receiving payment in accordance with normal procedures for same-day funds settlement applicable to DTC. Euroclear participants and Clearstream participants may not deliver instructions directly to the Common Depositary.

Because of time zone differences, the securities account of a Euroclear or Clearstream participant purchasing an interest in a Global Note from a participant in DTC will be credited, and any such crediting will be reported to the relevant Euroclear or Clearstream participant, during the securities settlement processing day (which must be a business day for Euroclear and) immediately following the settlement date of DTC. Cash received in Euroclear and Clearstream as a result of a sale of an interest in a Global Note by or through a Euroclear or Clearstream participant to a participant in DTC will be received with value on the settlement date of DTC but will be available in the relevant Euroclear or Clearstream cash account only as of the business day for Euroclear or Clearstream following DTC's settlement date.

Although DTC, Euroclear and Clearstream are expected to follow the foregoing procedures in order to facilitate transfers of interests in the Global Notes among participants in DTC, Euroclear or Clearstream, as the case may be, they are under no obligation to perform or continue to perform such procedures, and such procedures may be discontinued at any time. None of we, the trustees, the initial purchasers nor any paying agent will have any responsibility for the performance by DTC, Euroclear or Clearstream, or their respective participants or indirect participants, of their respective obligations under the rules and procedures governing their operations.

CERTAIN UNITED STATES FEDERAL INCOME TAX CONSEQUENCES

To ensure compliance with Internal Revenue Service Circular 230, you are hereby notified that any discussion of tax matters set forth in this offering memorandum was written in connection with the promotion or marketing of the transactions or matters addressed herein and was not intended or written to be used, and cannot be used by any prospective investor, for the purpose of avoiding tax-related penalties under federal, state or local tax law. Each prospective investor should seek advice based on its particular circumstances from an independent tax advisor.

The following is a summary of certain United States federal income tax consequences of the ownership of notes as of the date hereof. Except where noted, this summary deals only with notes that are held as capital assets by initial purchasers who acquired the notes upon original issuance at their initial offering price and it does not deal with special situations.

For example, this summary does not address tax consequences to holders who may be subject to special tax treatment, such as dealers in securities or currencies, financial institutions, regulated investment companies, real estate investment trusts, tax-exempt entities, insurance companies, persons holding our notes as a part of a hedging, integrated, conversion or constructive sale transaction or a straddle, traders in securities that elect to use a mark-to-market method of accounting for their securities holdings, persons liable for alternative minimum tax, partnerships or other pass-through entities for United States federal income tax purposes, U.S. holders (as defined below) of our notes whose "functional currency" is not the United States dollar, United States expatriates, controlled foreign corporations, or passive foreign investment companies.

This summary is based upon provisions of the Internal Revenue Code of 1986, as amended (the "Code"), and regulations, rulings and judicial decisions as of the date hereof. Those authorities may be changed, perhaps retroactively, so as to result in United States federal income tax consequences different from those summarized below.

If a partnership holds our notes, the tax treatment of a partner will generally depend upon the status of the partner and the activities of the partnership. If you are a partner of a partnership holding our notes, you should consult your tax advisors.

This summary does not represent a detailed description of the United States federal income tax consequences to you in light of your particular circumstances and does not address the effects of any state, local or non-United States tax laws. **If you are considering the purchase of notes, you should consult your own tax advisors concerning the particular United States federal income tax consequences to you of the ownership of the notes, as well as the consequences to you arising under the laws of any other taxing jurisdiction.**

Consequences to U.S. holders

The following is a summary of certain United States federal income tax consequences that will apply to you if you are a U.S. holder of our notes. Certain consequences to "non-U.S. holders" of our notes, which are beneficial owners of notes (other than partnerships) who are not U.S. holders, are described under "— Consequences to non-U.S. holders" below.

A "U.S. holder" means a person that is for United States federal income tax purposes one of the following:

- an individual citizen or resident of the United States;
- a corporation (or any other entity treated as a corporation for United States federal income tax purposes) created or organized in or under the laws of the United States, any state thereof or the District of Columbia;
- an estate the income of which is subject to United States federal income taxation regardless of its source; or
- a trust if it (1) is subject to the primary supervision of a court within the United States and one or more United States persons have the authority to control all substantial decisions of the trust or (2) has a valid election in effect under applicable United States Treasury regulations to be treated as a United States person.

Payments of interest

Except as set forth below, stated interest on a note is generally taxable to you as ordinary income at the time it is paid or accrued in accordance with your method of accounting for tax purposes.

Sale, exchange and retirement of notes

Your tax basis in a note will, in general, be your cost therefor. Upon the sale, exchange, retirement or other taxable disposition of a note, you will recognize gain or loss equal to the difference between the amount realized upon the sale, exchange, retirement or other disposition (less an amount equal to any accrued and unpaid interest, which will be treated as a payment of interest for federal income tax purposes) and the adjusted tax basis of your note. Except with respect to gain or loss attributable to changes in exchange rates as described below with respect to euro notes, such gain or loss will be capital gain or loss. Capital gains of individuals derived in respect of capital assets held for more than one year are eligible for reduced rates of taxation. The deductibility of capital losses is subject to limitations.

Euro notes

The following is a summary of certain United States federal income tax consequences to you of the ownership of a euro note.

Payments of interest

Cash basis U.S. holders are required to include in income the United States dollar value of the amount of interest received, based on the exchange rate in effect on the date of receipt, regardless of whether the payment is in fact converted into United States dollars. No exchange gain or loss is recognized with respect to the receipt of such payment.

Accrual basis U.S. holders may determine the amount of income recognized with respect to such interest payment in accordance with either of two methods. Under the first method, you will be required to include in income for each taxable year the United States dollar value of the interest that has accrued during such year, determined by translating such interest at the average rate of exchange for the period or periods during which such interest accrued (or, with respect to an interest accrual period that spans two taxable years, at the average exchange rate for the partial period within each taxable year). Under the second method, you may elect to translate interest income at the spot rate on the last day of the accrual period (or last day of the taxable year in the case of an accrual period that straddles your taxable year) or on the date the interest payment is received if such date is within five days of the end of the accrual period. If you make this election, you must apply it consistently to all debt instruments from year to year and you cannot change it without the consent of the Internal Revenue Service (the "IRS"). Upon receipt of an interest payment on such note (including, upon the sale of such note, the receipt of proceeds which include amounts attributable to accrued interest previously included in income), you will recognize exchange gain or loss in an amount equal to the difference between the United States dollar value of such payment (determined by translating any euros received at the spot rate for euros on the date received) and the United States dollar value of the interest income that you have previously included in income with respect to such payment. In general, exchange gain or loss will be treated as ordinary income or loss for United States federal income tax purposes.

Sale, exchange and retirement

Upon the sale, exchange, retirement or other taxable disposition of a euro note, you will recognize gain or loss equal to the difference between the amount realized upon the sale, exchange, retirement or other disposition (less an amount equal to any accrued and unpaid interest, which will be treated as a payment of interest for federal income tax purposes) and your adjusted tax basis in the euro note. Subject to the foreign currency rules discussed below, such gain or loss will be capital gain or loss. Capital gains of individuals derived with respect to capital assets held for more than one year are eligible for reduced rates of taxation. The deductibility of capital losses is subject to limitations.

If your euro note is sold, exchanged or retired for an amount denominated in euros, then your amount realized generally will be based on the spot rate of euros on the date of sale, exchange or retirement. If you are a cash method taxpayer and the euro notes are traded on an established securities market, the value of euros received is translated into United States dollars at the spot rate on the settlement date of the sale. An accrual method taxpayer may elect the same treatment with respect to the sale of euro notes traded on an established securities market, provided that the election is applied consistently.

Your tax basis in a euro note generally will be your cost therefor. If you purchase a euro note with euros, your cost will be the United States dollar value of the euro amount paid for such euro note determined at the time of such purchase. If you purchase a euro note with previously owned euros, you will recognize ordinary exchange gain or loss at the time of purchase attributable to the difference at the time of purchase, if any, between your tax basis in such euros and the fair market value of the euro note in United States dollars on the date of purchase. If you are a cash method taxpayer and the euro notes are traded on an established securities market, euros paid are translated into United States dollars at the spot rate on the settlement date of the purchase. An accrual method taxpayer may elect the same treatment with respect to the purchase of euro notes traded on an established securities market, provided that the election is applied consistently.

A portion of your gain or loss with respect to the principal amount of a euro note may be treated as exchange gain or loss. For these purposes, the principal amount of the euro note is your purchase price for the euro note calculated in euros on the date of purchase, and the amount of exchange gain or loss recognized is equal to the difference between (i) the United States dollar value of the principal amount determined on the date of the sale, exchange, retirement or other disposition of the euro note and (ii) the United States dollar value of the principal amount determined on the date you purchased the euro note. Such gain or loss will be treated as ordinary income or loss and generally will be United States source gain or loss. The realization of such gain or loss will be limited to the amount of overall gain or loss realized on the disposition of a euro note.

Exchange gain or loss with respect to euros

Your tax basis in the euros received as interest on a euro note will be the United States dollar value thereof at the spot rate in effect on the date the euros are received. Your tax basis in euros received on the sale, exchange or retirement of a euro note will be equal to the United States dollar value of the euros, determined at the time of the sale, exchange or retirement, or, if the euro notes are traded on an established securities market, the spot rate of exchange on the settlement date, in the case of a cash basis U.S. holder or an electing accrual basis U.S. holder as described above.

Any gain or loss recognized by you on a sale, exchange or other disposition of the euros will be ordinary income or loss and generally will be United States source gain or loss.

Reportable Transactions

Treasury regulations issued under the Code meant to require the reporting of certain tax shelter transactions could be interpreted to cover transactions generally not regarded as tax shelters, including certain foreign currency transactions. Under the Treasury regulations, certain transactions are required to be reported to the IRS, including, in certain circumstances, a sale, exchange, retirement or other taxable disposition of a foreign currency note or foreign currency received in respect of a foreign currency note to the extent that such sale, exchange, retirement or other taxable disposition results in a tax loss in excess of a threshold amount. If you are considering the purchase of a euro note, you should consult with your own tax advisors to determine the tax return obligations, if any, with respect to an investment in the euro notes, including any requirement to file IRS Form 8886 (Reportable Transaction Disclosure Statement).

Consequences to non-U.S. holders

The following is a summary of certain United States federal income tax consequences that will apply to you if you are a non-U.S. holder of our notes.

United States federal withholding tax

The 30% United States federal withholding tax will not apply to any payment of interest on a note, under the "portfolio interest rule", provided that:

- interest paid on the note is not effectively connected with your conduct of a trade or business in the United States;
- you do not actually (or constructively) own 10% or more of the total combined voting power of all classes of our voting stock within the meaning of the Code and applicable United States Treasury regulations;
- you are not a controlled foreign corporation that is related to us through stock ownership;
- you are not a bank whose receipt of interest on the notes is described in Section 881(c)(3)(A) of the Code; and
- either (a) you provide your name and address on an IRS Form W-8BEN (or other applicable form), and certify, under penalties of perjury, that you are not a United States person as defined under the Code or (b) you hold your notes through certain foreign intermediaries and satisfy the certification requirements of applicable United States Treasury regulations. Special certification rules apply to certain non-U.S. holders that are pass-through entities rather than corporations or individuals.

If you cannot satisfy the requirements described above, payments of interest made to you will be subject to the 30% United States federal withholding tax, unless you provide us with a properly executed (1) IRS Form W-8BEN (or other applicable form) claiming an exemption from or reduction in withholding under the benefit of an applicable income tax treaty or (2) IRS Form W-8ECI (or other applicable form) stating that interest paid on a note is not subject to withholding tax because it is effectively connected with your conduct of a trade or business in the United States (as discussed below under "United States federal income tax").

The 30% United States federal withholding tax generally will not apply to any payment of principal or gain that you realize on the sale, exchange, retirement or other disposition of a note.

United States federal income tax

If you are engaged in a trade or business in the United States and interest on the notes is effectively connected with the conduct of that trade or business (and, if required by an applicable income tax treaty, is attributable to a United States permanent establishment), you will be subject to United States federal income tax on that interest on a net income basis (although exempt from the 30% withholding tax, provided certain certification and disclosure requirements discussed above in "United States federal withholding tax" are satisfied) in the same manner as if you were a United States person as defined under the Code. In addition, if you are a foreign corporation, you may be subject to a branch profits tax equal to 30% (or lower applicable income tax treaty rate) of such amount, subject to adjustments.

Any gain realized on the disposition of a note generally will not be subject to United States federal income tax unless:

- the gain is effectively connected with your conduct of a trade or business in the United States (and, if required by an applicable income tax treaty, is attributable to a United States permanent establishment), or
- you are an individual who is present in the United States for 183 days or more in the taxable year of that disposition, and certain other conditions are met.

United States federal estate tax

Your estate will not be subject to United States federal estate tax on notes beneficially owned by you at the time of your death, provided that any payment to you on the notes would be eligible for exemption from the 30% United States federal withholding tax under the "portfolio interest rule" described above under "— United States federal withholding tax" without regard to the statement requirement described in the last bullet point.

Information reporting and backup withholding

U.S. holder

In general, information reporting requirements will apply to payments of principal and interest on notes and to the proceeds of sale of a note paid to U.S. holders other than certain exempt recipients (such as corporations). A backup withholding tax may apply to such payments if you fail to provide a taxpayer identification number or certification of other exempt status or fail to report full dividend and interest income.

Any amounts withheld under the backup withholding rules will be allowed as a refund or a credit against your United States federal income tax liability provided the required information is furnished to the IRS.

Non-U.S. holder

Generally, we must report to the IRS and to you the amount of interest on the notes paid to you and the amount of tax, if any, withheld with respect to those payments. Copies of the information returns reporting such interest payments and any withholding may also be made available to the tax authorities in the country in which you reside under the provisions of an applicable income tax treaty.

In general, you will not be subject to backup withholding with respect to payments that we make to you provided that we do not have actual knowledge or reason to know that you are a United States person as defined under the Code, and we have received from you the statement described above in the last bullet point under "Consequences to non-U.S. holders — United States federal withholding tax".

In addition, you will be subject to information reporting and, depending on the circumstances, backup withholding with respect to the proceeds of the sale of a note within the United States or conducted through certain United States-related financial intermediaries, unless the payor receives the statement described above and does not have actual knowledge or reason to know that you are a United States person as defined under the Code, or you otherwise establish an exemption.

Any amounts withheld under the backup withholding rules will be allowed as a refund or a credit against your United States federal income tax liability provided the required information is furnished to the IRS.

NOTICE TO INVESTORS

The notes are subject to restrictions on transfer as summarized below. By purchasing notes, you will be deemed to have made the following acknowledgments, representations to and agreements with us and the initial purchasers:

(1) You acknowledge that:

- the notes have not been registered under the Securities Act or any other securities laws and are being offered for resale in transactions that do not require registration under the Securities Act or any other securities laws; and
- unless so registered, the notes may not be offered, sold or otherwise transferred except under an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act or any other applicable securities laws, and in each case in compliance with the conditions for transfer set forth in paragraph (4) below.

(2) You represent that you are not an affiliate (as defined in Rule 144 under the Securities Act) of ours, that you are not acting on our behalf and that either:

- you are a qualified institutional buyer (as defined in Rule 144A under the Securities Act) and are purchasing notes for your own account or for the account of another qualified institutional buyer, and you are aware that the initial purchasers are selling the notes to you in reliance on Rule 144A; or
- you are not a United States person (as defined in Regulation S under the Securities Act) or purchasing for the account or benefit of a United States person, other than a distributor, and you are purchasing notes in an offshore transaction in accordance with Regulation S.

(3) You acknowledge that neither we nor the initial purchasers nor any person representing us or the initial purchasers has made any representation to you with respect to us or the offering of the notes, other than the information contained in this offering memorandum. You acknowledge that the initial purchasers make no representation or warranty as to the accuracy or completeness of this offering memorandum. You represent that you are relying only on this offering memorandum in making your investment decision with respect to the notes. You agree that you have had access to such financial and other information concerning us and the notes as you have deemed necessary in connection with your decision to purchase notes, including an opportunity to ask questions of and request information from us.

(4) You represent that you are purchasing notes for your own account, or for one or more investor accounts for which you are acting as a fiduciary or agent, in each case not with a view to, or for offer or sale in connection with, any distribution of the notes in violation of the Securities Act, subject to any requirement of law that the disposition of your property or the property of that investor account or accounts be at all times within your or their control and subject to your or their ability to resell the notes pursuant to Rule 144A or any other available exemption from registration under the Securities Act. You agree on your own behalf and on behalf of any investor account for which you are purchasing notes, and each subsequent holder of the notes by its acceptance of the notes will agree, that until the end of the Resale Restriction Period (as defined below), the notes may be offered, sold or otherwise transferred only:

(a) to us;

(b) under a registration statement that has been declared effective under the Securities Act;

(c) for so long as the notes are eligible for resale under Rule 144A, to a person the seller reasonably believes is a qualified institutional buyer that is purchasing for its own account or for the account of another qualified institutional buyer and to whom notice is given that the transfer is being made in reliance on Rule 144A;

(d) through offers and sales that occur outside the United States within the meaning of Regulation S under the Securities Act;

(e) to an institutional accredited investor (within the meaning of Rule 501(a)(1), (2), (3) or (7) under the Securities Act) that is not a qualified institutional buyer and that is purchasing for its own account or for the

account of another institutional accredited investor, in each case in a minimum principal amount of notes of $250,000; or

(f) under any other available exemption from the registration requirements of the Securities Act;

subject in each of the above cases to any requirement of law that the disposition of the seller's property or the property of an investor account or accounts be at all times within the seller or account's control.

You also acknowledge that:

- the above restrictions on resale will apply from the closing date until the date that is two years (in the case of Rule 144A notes) or 40 days (in the case of Regulation S notes) after the later of the closing date and the last date that the Issuer or any of its affiliates was the owner of the notes or any predecessor of the notes (the "Resale Restriction Period"), and will not apply after the applicable Resale Restriction Period ends;
- if a holder of notes proposes to resell or transfer notes under clause (e) above before the applicable Resale Restriction Period ends, the seller must deliver to the Issuer and the trustee under the applicable indenture a letter from the purchaser in the form set forth in the applicable indenture which must provide, among other things, that the purchaser is an institutional accredited investor that is acquiring the notes not for distribution in violation of the Securities Act;
- the Issuer and the trustee under the applicable indenture reserve the right to require in connection with any offer, sale or other transfer of notes under clauses (d), (e) and (f) above the delivery of an opinion of counsel, certifications and/or other information satisfactory to the Issuer and the trustee; and

each note will contain a legend substantially to the following effect:

THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. NEITHER THIS SECURITY NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE REOFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, SUCH REGISTRATION. THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF, AGREES ON ITS OWN BEHALF AND ON BEHALF OF ANY INVESTOR ACCOUNT FOR WHICH IT HAS PURCHASED SECURITIES, TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY, PRIOR TO THE DATE (THE "RESALE RESTRICTION TERMINATION DATE") THAT IS [*IN THE CASE OF RULE 144A NOTES: TWO YEARS] [IN THE CASE OF REGULATION S NOTES: 40 DAYS*] AFTER THE LATER OF THE ORIGINAL ISSUE DATE HEREOF AND THE LAST DATE ON WHICH THE ISSUER OR ANY AFFILIATE OF THE ISSUER WAS THE OWNER OF THIS SECURITY (OR ANY PREDECESSOR OF SUCH SECURITY), ONLY (A) TO THE ISSUER, (B) PURSUANT TO A REGISTRATION STATEMENT THAT HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT, (C) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A UNDER THE SECURITIES ACT, TO A PERSON IT REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHOM NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (D) PURSUANT TO OFFERS AND SALES THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT, (E) TO AN INSTITUTIONAL "ACCREDITED INVESTOR" WITHIN THE MEANING OF RULE 501(a)(1), (2), (3) OR (7) UNDER THE SECURITIES ACT THAT IS AN INSTITUTIONAL ACCREDITED INVESTOR ACQUIRING THE SECURITY FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF SUCH AN INSTITUTIONAL ACCREDITED INVESTOR, IN EACH CASE IN A MINIMUM PRINCIPAL AMOUNT OF THE SECURITIES OF $250,000, FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TO OR FOR OFFER OR SALE IN CONNECTION WITH ANY DISTRIBUTION IN VIOLATION OF THE SECURITIES ACT, OR (F) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO THE ISSUER'S AND THE TRUSTEE'S RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT

TO CLAUSES (D), (E) OR (F) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/ OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM. THIS LEGEND WILL BE REMOVED UPON THE REQUEST OF THE HOLDER AFTER THE RESALE RESTRICTION TERMINATION DATE.

(5) You acknowledge that we, the initial purchasers and others will rely upon the truth and accuracy of the above acknowledgments, representations and agreements. You agree that if any of the acknowledgments, representations or agreements you are deemed to have made by your purchase of notes is no longer accurate, you will promptly notify the Issuer and the initial purchasers in writing. If you are purchasing any notes as a fiduciary or agent for one or more investor accounts, you represent that you have sole investment discretion with respect to each of those accounts and that you have full power to make the above acknowledgments, representations and agreements on behalf of each account.

(6) You agree that you will give to each person to whom you transfer these notes notice of the restrictions on the transfer of the notes.

CERTAIN ERISA CONSIDERATIONS

The following is a summary of certain considerations associated with the purchase of the notes by employee benefit plans that are subject to Title I of the U.S. Employee Retirement Income Security Act of 1974, as amended ("ERISA"), plans, individual retirement accounts and other arrangements that are subject to Section 4975 of the Code or provisions under any federal, state, local, non-U.S. or other laws or regulations that are similar to such provisions of the Code or ERISA (collectively, "Similar Laws"), and entities whose underlying assets are considered to include "plan assets" of any such plan, account or arrangement (each, a "Plan").

Section 406 of ERISA and Section 4975 of the Code prohibit ERISA Plans from engaging in specified transactions involving plan assets with persons or entities who are "parties in interest," within the meaning of ERISA, or "disqualified persons," within the meaning of Section 4975 of the Code, unless an exemption is available. A party in interest or disqualified person who engaged in a non-exempt prohibited transaction may be subject to excise taxes and other penalties and liabilities under ERISA and the Code. In addition, the fiduciary of the ERISA Plan that engaged in such a non-exempt prohibited transaction may be subject to penalties and liabilities under ERISA and the Code. The acquisition and/or holding of the Notes by a Plan subject to ERISA or the Code with respect to which the Issuer, any underwriter or any guarantors is considered to be a party in interest or a disqualified person may constitute or result in a direct or indirect prohibited transaction under Section 406 of ERISA and/or Section 4975 of the Code, unless the investment is acquired and held in accordance with an applicable statutory, class or individual prohibited transaction exemption. Similar restrictions may apply to Plans that are subject to Similar Law. Because of the foregoing, the notes should not be purchased or held by any person investing "plan assets" of any Plan, unless such purchase and holding will not constitute a non-exempt prohibited transaction under ERISA and the Code or similar violation of any applicable Similar Laws.

The foregoing discussion is general in nature and is not intended to be all inclusive. Due to the complexity of these rules and the penalties that may be imposed upon persons involved in non-exempt prohibited transactions, it is particularly important that fiduciaries, or other persons considering purchasing the notes on behalf of, or with the assets of, any Plan, consult with their counsel regarding the potential applicability of ERISA, Section 4975 of the Code and any Similar Laws to such investment and whether an exemption would be applicable to the purchase and holding of the notes.

PLAN OF DISTRIBUTION

Subject to the terms and conditions in the purchase agreement among the Issuer, the guarantors and the initial purchasers, (i) the Issuer has agreed to sell to Lehman Brothers Inc. ("Lehman"), Banc of America Securities LLC, Deutsche Bank Securities Inc., Goldman Sachs & Co. and Merrill Lynch, Pierce, Fenner & Smith Incorporated (the "dollar initial purchasers"), and the dollar initial purchasers have agreed to purchase from the Issuer, the entire principal amount of the dollar notes, and (ii) the Issuer has agreed to sell to Lehman Brothers International (Europe) ("Lehman Europe"), Banc of America Securities Limited, Deutsche Bank AG, London Branch, Goldman Sachs International and Merrill Lynch International (the "euro initial purchasers" and, together with the dollar initial purchasers, the "initial purchasers"), and the euro initial purchasers have agreed to purchase from the Issuer, the entire principal amount of the euro notes.

The obligations of the initial purchasers under the purchase agreement, including their agreement to purchase the notes from the Issuer, are several and not joint. The purchase agreement provides that the initial purchasers will purchase all the notes if any of them are purchased.

The respective initial purchasers initially propose to offer the notes for resale at the respective issue price that appears on the cover of this offering memorandum. After the initial offering, the respective initial purchasers may change the offering price and any other selling terms without notice. The initial purchasers may offer and sell notes through certain of their respective affiliates.

In the purchase agreement, the Issuer and the guarantors have agreed that:

- They will not offer or sell any debt securities issued or guaranteed by the Issuer or any of its subsidiaries (other than the notes and in respect of borrowings under the Issuer's senior credit facilities (as the same may be amended, modified, supplemented, amended and restated, refinanced or replaced from time to time)) for a period of 30 days after the date of this offering memorandum without the prior consent of Lehman, in the case of the dollar notes, or Lehman Europe, in the case of the euro notes.

- They will indemnify the initial purchasers against certain liabilities, including liabilities under the Securities Act, or contribute to payments that the initial purchasers may be required to make in respect of those liabilities.

The notes have not been registered under the Securities Act or the securities laws of any other place. The Issuer is not required to register to exchange the notes for resale under the Securities Act, or the securities laws of any other jurisdiction and is not required to offer to exchange the notes for notes registered under the Securities Act or the securities laws of any other jurisdiction. See "Notice to Investors" for additional information. In the purchase agreement, each initial purchaser has agreed that:

- The notes may not be offered or sold within the United States or to U.S. persons except pursuant to an exemption from the registration requirements of the Securities Act or in transactions not subject to those registration requirements.

- During the initial distribution of the notes, it will offer or sell notes only to qualified institutional buyers in compliance with Rule 144A and outside the United States in compliance with Regulation S.

We expect that delivery of the notes will be made against payment therefor on or about , 2007, which is the business day following the date of pricing of the notes (such settlement cycle being herein referred to as "T+ "). Under Rule 15c6-1 under the Exchange Act, trades in the secondary market generally are required to settle in three business days, unless the parties to any such trade expressly agree otherwise. Accordingly, purchasers who wish to trade notes prior to the date of delivery hereunder will be required, by virtue of the fact that the notes will initially settle T+ , to specify an alternate settlement cycle at the time of any such trade to prevent a failed settlement. Purchasers of notes who wish to trade notes prior to the date of delivery hereunder should consult their own advisor.

In addition, until 40 days following the commencement of this offering, an offer or sale of notes within the United States by a dealer (whether or not participating in the offering) may violate the registration requirements of

the Securities Act unless the dealer makes the offer or sale in compliance with Rule 144A or another exemption from registration under the Securities Act.

In the purchase agreement, each initial purchaser has also agreed that:

- It has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000) received by it in connection with the issue or sale of any notes in circumstances in which Section 21(1) of the Financial Services and Markets Act 2000 does not apply to the Issuer or the guarantors.
- It has complied and will comply with all applicable provisions of the Financial Services and Markets Act 2000 with respect to anything done by it in relation to the notes in, from or otherwise involving the United Kingdom.
  - It will not underwrite the issue of or place the notes otherwise than in conformity with the provisions of the Irish Investment Intermediaries Act, 1995 (as amended), including, without limitation, Sections 9 and 23 thereof and any codes of conduct rules made under Section 37 thereof and the provisions of the Investor Compensation Act, 1998; (b) it will not underwrite the issue of, or place, the notes, otherwise than in conformity with the provisions of the Irish Central Bank Acts 1942-1999 (as amended) and any codes of conduct rules made under Section 117(1) thereof; (c) it will not underwrite the issue of, or place, or do anything in Ireland in respect of the notes otherwise than in conformity with the provisions of the Irish Prospectus (Directive 2003/71/EC) Regulations 2005 and any rules issued under Section 51 of the Irish Investment Funds, Companies and Miscellaneous Provisions Act 2005, by the Irish Central Bank and Financial Services Regulatory Authority ("IFSRA"); and (d) it will not underwrite the issue of, place or otherwise act in Ireland in respect of the notes, otherwise than in conformity with the provisions of the Irish Market Abuse (Directive 2003/6/EC) Regulations 2005 and any rules issued under Section 34 of the Irish Investment Funds, Companies and Miscellaneous Provisions Act 2005 by IFSRA.

France

This offering memorandum is not being distributed pursuant to a public offer in France within the meaning of Article L. 411-1 of the French Monetary and Financial Code (*Code monétaire et financier*), and as a result this offering memorandum has not been and will not be submitted to the *Autorité des Marchés Financiers* for approval in France. The notes offered have not been offered or sold, and will not be offered or sold, directly or indirectly, to the public in France, and this offering memorandum and any other offering related material has not been distributed, and will not be distributed, to the public in France. Any offers, sales and distributions have only been and will only be made in France to qualified investors (*investisseurs qualifiés*) and/or to a restricted group of investors (*cercle restreint d'investissuers*), in each case, acting for their own account, all as defined in, and in accordance with, Articles L. 411-1 and L. 411-2 of the French Monetary and Financial Code and Decree no. 98-880 dated October 1, 1998. This offering memorandum is not to be further distributed or reproduced, in whole or in part, in France by the recipients hereof and this offering memorandum will be distributed on the understanding that any recipients will only participate in the issue or sale of the notes for their own account and undertake not to transfer, directly or indirectly, the notes to the public in France, other than in compliance with all applicable laws and regulations and in particular with Articles L. 411-1 and L. 411-2 of the French Monetary and Financial Code.

Germany

The notes have not been, and will not be, offered to the public within the meaning of the German Sales Prospectus Act (*Verkaufsprospektgesetz*) or the German Investment Act (*Investmentgesetz*). The notes have not been, and will not be, listed on a German exchange. No sales prospectus pursuant to the German Sales Prospectus Act has been or will be published or circulated in Germany or filed with the German Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht*) or any other governmental or regulatory authority in Germany. This offering memorandum does not constitute an offer to the public in Germany and it does not serve for public distribution of the notes in Germany. Neither this offering memorandum, nor any other document issued in connection with this offering, may be issued or distributed to any person in Germany, except under circumstances

that do not constitute an offer to the public within the meaning of the German Sales Prospectus Act or the German Investment Act.

Italy

The offering has not been registered with the Commissione Nazionale per le Società e la Borsa (CONSOB offering memorandum) pursuant to Italian securities legislation. The notes may not be offered or sold nor may this offering memorandum or any other offering materials be distributed in the Republic of Italy, unless such offer, sale or distribution is:

(a) made by an investment firm, bank or financial intermediary permitted to conduct such activities in the Republic of Italy in accordance with Legislative Decree No. 385 of September 1, 1993 (Decree No. 385), Legislative Decree No. 58 of February 24, 1998, CONSOB Regulation No. 11971 or May 14, 1999 and any other applicable laws and regulations;

(b) made (i) to professional investors (operatori qualificati) as defined in Article 31, second paragraph of CONSOB Regulation No. 11422 of July 1, 1998, as amended, or Regulation No. 11522, (ii) in circumstances where an exemption from the rules governing solicitations to the public at large applies pursuant to Article 100 of Legislative Decree No. 58 of February 24, 1998 and Article 33, first paragraph, of CONSOB Regulation No. 11971 of May 14, 1999, as amended, or (iii) to persons located in the Republic of Italy who submit an unsolicited request to purchase notes; and

(c) in compliance with all relevant Italian securities and tax laws and regulations.

The Netherlands

The notes may not be offered in The Netherlands, directly or indirectly, whether as part of their initial distribution or as part of any re-offering at any time thereafter, other than to individuals or legal entities who or that trade or invest in securities in the conduct of their profession or business within the meaning of section 2 of the exemption regulation pursuant to the Securities Market Supervision Act of The Netherlands 1995 (*Vrijstellingsregeling Wet toezicht effectenverkeer 1995*), which includes banks, securities firms, insurance companies, pension funds, investment institutions, other institutional investors, finance companies and treasury departments of large commercial enterprise that are regularly active in the financial markets in a professional manner.

Switzerland

The notes may not be offered or sold to any investors in Switzerland other than on a nonpublic basis. This offering memorandum does not constitute a prospectus within the meaning of Article 652a and Art. 1156 of the Swiss Code of Obligations (*Schweizerisches Obligationenrecht*). Neither this offering nor the notes have been or will be approved by any Swiss regulatory authority.

European Economic Area

In the purchase agreement, in relation to each Member State of the European Economic Area that has implemented the Prospectus Directive (each, a "Relevant Member State"), each initial purchaser has represented and warranted that it has not made, and will not make, an offer to the public of any notes in that Relevant Member State other than the offers contemplated in the offering memorandum in such Relevant Member State once the offering memorandum has been approved by the competent authority in such Relevant Member State and published and passported, if applicable, in accordance with the Prospectus Directive as implemented in such Relevant Member State, except that it may make an offer to the public in that Relevant Member State of any notes at any time under the following exemptions under the Prospectus Directive, if they have been implemented in that Relevant Member State:

(a) to legal entities that are authorised or regulated to operate in the financial markets or, if not so authorised or regulated, whose corporate purpose is solely to invest in securities;

(b) to any legal entity that has two or more of (i) an average of at least 250 employees during the last financial year, (ii) a total balance sheet of more than €43,000,000 and (iii) an annual net turnover of more than €50,000,000, as shown in its last annual or consolidated accounts;

(c) to fewer than 100 natural or legal persons (other than qualified investors as defined in the Prospectus Directive) subject to obtaining the prior consent of Lehman, as representative of the dollar initial purchasers, and Lehman Europe, as representative of the euro initial purchasers, for any such offer; or

(d) in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of notes shall result in a requirement for the publication by us or any initial purchaser pursuant to Article 3 of the Prospectus Directive.

United Kingdom

This offering memorandum is only being distributed to and is only directed at (a) persons who are outside the United Kingdom or (b) to investment professionals falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, or the Order, or (c) high net worth entities and other persons to whom it may be lawfully communicated, falling with Article 49(2)(a) to (e) of the Order (all such persons together being referred to as "relevant persons"). The notes are only available to, and any invitation, offer or agreement to subscribe, purchase or otherwise acquire any notes will be engaged in only with, relevant persons. Any person who is not a relevant person should not act or rely on this offering memorandum or any of its contents.

For purposes of this provision, the expression an "offer to the public" in relation to any notes in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and any notes to be offered so as to enable an investor to decide to purchase any notes, as the same may be varied in that Relevant Member State by any measure implementing the Prospectus Directive in that Relevant Member State and the expression "Prospectus Directive" means Directive 2003/71/EC and includes any relevant implementing measure in each Relevant Member State.

Each series of notes will constitute a new class of securities with no established trading market. In addition, the notes are subject to certain restrictions on resale and transfer as described under "Notice to Investors". We intend to apply for the euro notes to be admitted to trading on the Alternative Securities Market of the Irish Stock Exchange. However, the Issuer cannot assure you that it will be able to list the euro notes on such exchange. If the Issuer does not list the euro notes on the Alternative Securities Market of the Irish Stock Exchange, it intends to apply to list the euro notes on another exchange chosen by it in its sole discretion. Dollar notes that are sold to qualified institutional buyers will be eligible for trading in the PORTAL market. The initial purchasers have advised us that they intend to make a market in the notes, but they are not obligated to do so. The initial purchasers may discontinue any market-making in the notes at any time in their sole discretion. Accordingly, we cannot assure you that a liquid trading market will develop for the notes, that you will be able to sell your notes at a particular time or that the prices that you receive when you sell will be favorable.

You should be aware that the laws and practices of certain countries require investors to pay stamp taxes and other charges in connection with purchases of securities.

In connection with the offering of the notes, Lehman, on behalf of the dollar purchasers, and Lehman Europe, on behalf of the euro purchasers, may engage in overallotment, stabilizing transactions and syndicate covering transactions. Overallotment involves sales in excess of the offering size, which creates a short position for the initial purchasers. Stabilizing transactions involve bids to purchase the notes in the open market for the purpose of pegging, fixing or maintaining the price of the notes. Syndicate covering transactions involve purchases of the notes in the open market after the distribution has been completed in order to cover short positions. Stabilizing transactions and syndicate covering transactions may cause the prices of the notes to be higher than it would otherwise be in the absence of those transactions. If the initial purchasers engage in stabilizing or syndicate covering transactions, they may discontinue them at any time.

Certain of the initial purchasers and their affiliates make investments in affiliates of Blackstone and perform various financial advisory, investment banking and commercial banking services from time to time for us and our affiliates and may, from time to time in the future engage in transactions with, or perform services for, us in the ordinary course of their business.

LEGAL MATTERS

The validity of the notes and the guarantees will be passed upon for us by Simpson Thacher & Bartlett LLP, New York, New York. The initial purchasers have been represented by Cravath, Swaine & Moore LLP, New York, New York. An investment vehicle composed of selected partners of Simpson Thacher & Bartlett LLP, members of their families, related parties and others own an interest representing less than 1% of The Blackstone Group.

INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The consolidated financial statements of TRW Automotive Holdings Inc. as of December 31, 2006 and 2005 and for each of the three years in the period ended December 31, 2006, incorporated by reference in this offering memorandum, have been audited by Ernst & Young LLP, an independent registered public accounting firm, as stated in their report which is incorporated herein by reference.

GENERAL INFORMATION

We intend to apply for the euro notes to be admitted to trading on the Alternative Securities Market of the Irish Stock Exchange. However, we cannot assure you that we will be able to list the euro notes on such exchange. If we do not list the euro notes on the Alternative Securities Market of the Irish Stock Exchange, we intend to apply to list the euro notes on another exchange chosen by us in our sole discretion. In connection with that application, our certificate of incorporation and by-laws, each as amended to date, will be deposited with the Irish Stock Exchange, where copies may be obtained upon request.

We have obtained all necessary consents, approvals and authorizations in connection with the issuance and performance of the notes. Resolutions authorizing the issue and sale of the notes were adopted by our board of directors on February 23, 2007.

Copies of this offering memorandum will be available free of charge at BNY fund services (Ireland) Ltd, our Irish paying agent and transfer agent for the notes, which is located at Guild house, Guild street, Dublin 1, Ireland, and at our principal executive offices, which are located at 12001 Tech Center Drive, Livonia, Michigan 48150, United States of America. In addition, copies, in physical format, of the annual reports on Form 10-K and quarterly reports on Form 10-Q that we file with the SEC may be obtained free of charge at our principal executive offices. Those documents may also be reviewed in electronic format at our website at www.trw.com.

For so long as the notes are listed on the Alternative Securities Market of the Irish Stock Exchange and the rules of such exchange so require, copies of the following documents will be available, in physical format, for inspection at BNY fund services (Ireland) Ltd, Guild house, Guild Street, Dublin 1, Ireland, our Irish paying agent and transfer agent for the euro notes, and at our principal executive offices:

- the certificate of incorporation and the by-laws of TRW Automotive Inc. and each guarantor of the euro notes each as amended to date;
- all documents that are incorporated by reference in this offering memorandum;
- the euro notes indenture; and
- the global euro notes.

Except as disclosed in this offering memorandum, including the documents incorporated by reference herein, no material adverse change has occurred in our consolidated financial position since December 31, 2006.

Our Annual Reports on Form 10-K filed with the SEC and our annual reports to our shareholders include our audited consolidated financial statements as of the dates and for the periods identified in those reports, which financial statements were prepared in accordance with U.S. GAAP. Our Quarterly Reports on Form 10-Q filed with the SEC include our unaudited consolidated financial statements as of the dates and for the periods identified in those reports. Ernst & Young LLP, an independent registered public accounting firm, which audits our consolidated financial statements, is registered as an independent registered public accounting firm with the Public Company Accounting Oversight Board in the United States of America.

Except as disclosed in our Annual Report on Form 10-K for our fiscal year ended December 31, 2006, neither we nor any of our subsidiaries are subject to any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which we are aware) which may have, or have had during the recent past, a significant effect on our consolidated financial position, results of operations or cash flows.

TRW Automotive Inc. was incorporated in the State of Delaware on November 27, 2002. Its I.R.S. Employer Identification Number is 57-1140153.

We expect the 2014 notes and the 2017 notes to be accepted for clearance through DTC, Euroclear and Clearstream Banking with CUSIP and ISINs as follows:

- The 2014 Rule 144A global note has a CUSIP number of and an ISIN of .
- The 2014 Regulation S global note has a CUISP number of and an ISIN of .
- The 2017 Rule 144A global note has a CUSIP number of and an ISIN of .
- The 2017 Regulation S global note has a CUSIP number of and an ISIN of .

We expect the euro notes to be accepted for clearance through Euroclear and Clearstream Banking and with CUSIP and ISINs as follows:

- The euro Rule 144A global note has a CUSIP number of and an ISIN of .
- The euro Regulation S global note has a CUSIP number of and an ISIN of .

TRUSTEE, REGISTRAR AND PRINCIPAL PAYING AGENT

The Bank of New York
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IRISH LISTING AGENT

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Earlsfort Centre
Earlsfort Terrace
Dublin 2
Ireland

IRISH PAYING AND TRANSFER AGENT

BNY fund services (Ireland) Ltd
Guild house
Guild street
Dublin 1
Ireland

TRW Automotive Inc.

$670,000,000 % Senior Notes due 2014
€250,000,000 % Senior Notes due 2014
$500,000,000 % Senior Notes due 2017

PRELIMINARY OFFERING MEMORANDUM
, 2007
