

PRIVILEGED AND CONFIDENTIAL

DEUTSCHE BANK AG, LONDON BRANCH

CONFIDENTIAL

June 10, 2025

Marelli North America, Inc.
c/o Marelli Corporation
Finance Division
Global Finance Division
2-1917 Nisshin-cho, Kita-ku, Saitama-shi, Saitama 331-8501

Project Ignition
Lender Fee Letter

Ladies and Gentlemen:

This Lender Fee Letter (this “**Lender Fee Letter**”) sets forth certain fees payable by Marelli North America, Inc., a Tennessee corporation as the borrower and debtor-in-possession (the “**Borrower**”), in connection with the Super-Senior DIP Facility provided pursuant to (i) that certain DIP Term Sheet (the “**DIP Term Sheet**”) attached to that certain “First-Out” Super-Senior Secured Debtor-in-Possession Credit Facility Commitment Letter, dated as of the date hereof, by and among the Deutsche Bank AG, London Branch (together with its affiliates, “**Deutsche Bank**”) and Borrower (the “**Commitment Letter**”), and (ii) once executed, that certain Senior Secured Superpriority Debtor-in-Possession Credit Agreement (the “**Credit Agreement**”), among the Borrower, the several financial institutions or entities from time to time party to the Credit Agreement as Lenders (as defined therein) and GLAS USA LLC, as administrative agent for the Lenders, and as security agent. Terms defined in the Commitment Letter are used herein as defined therein. By accepting the Commitment Letter and this Lender Fee Letter, the Borrower agrees to pay the fees set forth in this Lender Fee Letter in accordance with the other terms and conditions set forth herein.

1. Structuring Fee

As consideration for Deutsche Bank providing services in respect of structuring and arranging the Super-Senior DIP Facility, the Borrower agrees to pay to Deutsche Bank, for its own account, a non-refundable structuring fee equal to [REDACTED] (the “**Structuring Fee**”), which Structuring Fee shall be fully earned and due and payable on, and subject to the occurrence of, the date of the initial funding of the Super-Senior DIP Loans.

2. General

The Borrower agrees that, once paid, the fees or any part thereof payable hereunder and under the Credit Agreement shall not be refundable under any circumstances, regardless of whether the transactions or borrowings contemplated by the Credit Agreement are consummated (except as may be otherwise provided in any other agreement between Deutsche Bank and the Borrower or their respective affiliates). All fees payable hereunder and under the Credit Agreement shall be paid in immediately available funds, shall not be subject to reduction by way of any withholding or deduction for any applicable taxes, any other withholding, or any other set-off, reserve, claim or counterclaim and shall be in addition to any reimbursement of Deutsche Bank’s out-of-pocket expenses to the extent reimbursable pursuant to the Credit Agreement and this Lender Fee Letter. The Borrower agrees that Deutsche Bank may, in its sole discretion,



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share all or a portion of any of the fees payable pursuant to this Lender Fee Letter with any of the other Lenders or its affiliates. The agreements in this paragraph shall survive the closing of the Super-Senior DIP Facility.

Please note that this Lender Fee Letter is exclusively for the information of the Borrower and its directors, officers, employees, agents and advisors who are directly involved in the consideration of the Super-Senior DIP Facility and who have been informed by the Borrower of the confidential nature of this Lender Fee Letter and who have agreed to treat such information confidentially, and may not be disclosed to any third party or circulated or referred to publicly without Deutsche Bank's prior written consent. This Lender Fee Letter may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Lender Fee Letter by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

In addition, please note that Deutsche Bank and its affiliates do not provide accounting, tax or legal advice.

THE VALIDITY, CONSTRUCTION, INTERPRETATION AND ENFORCEMENT OF THIS LENDER FEE LETTER AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS LENDER FEE LETTER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK AND, AS MAY BE APPLICABLE, THE BANKRUPTCY CODE.

[Remainder of page intentionally left blank]

Please confirm that the foregoing is in accordance with the Borrower's understanding by signing and returning to Deutsche Bank the enclosed copy of this letter, which will become a binding agreement upon Deutsche Bank's receipt.

Very truly yours,

DEUTSCHE BANK AG, LONDON BRANCH

By: 

Name: **Suresh Ganesan**
Title: **Managing Director**

By: 

Name:
Title: **Damon Yip**
Director

ACCEPTED AND AGREED AS OF
THE DATE FIRST WRITTEN ABOVE:

MARELLI NORTH AMERICA, INC.

By: David Barron
Name: David Barron
Title: Director