

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

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In re:	)	
	)	Chapter 11
	)	
MARELLI AUTOMOTIVE LIGHTING USA LLC,	)	Case No. 25-11034 (CTG)
<i>et al.</i> , <sup>1</sup>	)	
	)	
Debtors.	)	(Jointly Administered)
	)	
	)	<b>Related to Docket Nos. 22 and 109</b>
	)	

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NOTICE OF SENIOR DIP CREDIT AGREEMENT

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**PLEASE TAKE NOTICE** that on June 11, 2025, (the “Petition Date”) the above-captioned debtors and debtors in possession (collectively, the “Debtors”) each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of Delaware.

**PLEASE TAKE FURTHER NOTICE** that on June 11, 2025, Debtors filed the *Motion of Debtors for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing, and (B) Use Cash Collateral, (II) Granting Liens and Providing Superpriority Administrative Expense Claims, (III) Granting Adequate Protection to Certain Prepetition Secured Parties; (IV) Modifying the Automatic Stay, (V) Scheduling a Final Hearing, and (VI) Granting Related Relief* [Docket No. 22] (the “DIP Motion”).

**PLEASE TAKE FURTHER NOTICE** that on June 12, 2025, the court entered the *Interim Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing, and (B) Use Cash Collateral; (II) Granting Liens and Providing Superpriority Administrative Expense Claims; (III) Granting Adequate Protection to Certain Prepetition Secured Parties; (IV) Modifying the Automatic Stay; (V) Scheduling a Final Hearing; and (VI) Granting Related Relief* [Docket No. 109] (the “Interim Order”).

**PLEASE TAKE FURTHER NOTICE** that attached hereto as **Exhibit A** is the Senior DIP Credit Agreement as defined in and described by the Interim Order.

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<sup>1</sup> A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://www.veritaglobal.net/Marelli>. The location of Marelli Automotive Lighting USA LLC’s principal place of business and the Debtors’ service address in these chapter 11 cases is 26555 Northwestern Highway, Southfield, Michigan 48033.



Dated: June 16, 2025  
Wilmington, Delaware

*/s/ Laura Davis Jones*

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**EXHIBIT A**

**Senior DIP Credit Agreement**

FIRST-OUT SUPER-SENIOR SECURED SUPERPRIORITY  
DEBTOR-IN-POSSESSION CREDIT AGREEMENT

among

MARELLI NORTH AMERICA, INC.,  
as the Borrower,

The Several Lenders from Time to Time Party Hereto,

GLAS USA LLC,  
as Administrative Agent,

and

GLAS USA LLC,  
as Collateral Agent

Dated as of June 13, 2025



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FIRST-OUT SUPER-SENIOR SECURED SUPERPRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT, dated as of June 13, 2025 (this “Agreement”), among Marelli North America, Inc., a Tennessee corporation, as the borrower and a debtor-in-possession in the Chapter 11 Cases (the “Borrower”), the several financial institutions or entities from time to time party to this Agreement as Lenders (as defined below) and GLAS USA LLC, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the “Administrative Agent”), and GLAS USA LLC, as collateral agent, security trustee and joint and several creditor for the Secured Parties (as defined herein) (in such capacity, together with its successors and assigns in such capacity, the “Collateral Agent”).

## RECITALS

**WHEREAS**, each Loan Party filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code (collectively, the “Chapter 11 Cases”) in the United States Bankruptcy Court for the District of Delaware on the Petition Date;

**WHEREAS**, each Loan Party is continuing in possession of its assets and continuing to operate its business and manage its properties as a debtor and a debtor-in-possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code;

**WHEREAS**, the Borrower has requested and the Lenders have agreed to provide a first-out super-senior secured debtor-in-possession term loan facility to the Borrower (the “Facility”), in an aggregate principal amount up to \$864,782,594, of which an aggregate principal amount equal to \$518,869,557 will be provided in a single draw on or substantially concurrently with the Closing Date and the remaining aggregate principal amount equal to \$345,913,037 will be made available to the Borrowers in a single draw on the Final Facility Effective Date (as defined below) in accordance with the terms hereof, with the proceeds of such Loans to be used to fund working capital and general corporate purposes and certain permitted administrative expenses of the Chapter 11 Debtors during the pendency of the Chapter 11 Cases and to make certain other payments, in each case in accordance with the Approved Budget (as defined below) and with the terms of this Agreement; and

**WHEREAS**, the Loan Parties have asked the Lenders to provide the Borrower with the Loans under the Facility and the Lenders are willing to do so, subject to the terms and conditions set forth in this Agreement and the Orders.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby covenant and agree as follows:

## SECTION 1

### DEFINITIONS

**1.1 Defined Terms.** As used in this Agreement, the terms listed in this Section 1.1 shall have the respective meanings set forth in this Section 1.1.

“363 Sale”: a sale in connection with the Chapter 11 Cases pursuant to section 363 of the Bankruptcy Code.

“ABR”: for any day, a rate per annum (rounded upwards, if necessary, to the next 1/16 of 1%) equal to the greater of (a) the Prime Rate in effect on such day, (b) the Federal Funds Effective Rate in effect on such day plus 1/2 of 1%; and (c) the Term SOFR Rate for an Interest Period of one-month

beginning on such day (or if such day is not a Business Day, on the immediately preceding Business Day) plus 100 basis points; provided, that, the ABR shall be deemed to be not less than 2.00%.

“ABR Loans”: Loans the rate of interest applicable to which is based upon the ABR.

“Accounting Principles”: in respect of each Loan Party, or the relevant parent company of the such Loan Party, (i) generally accepted accounting principles in the jurisdiction of incorporation of such Loan Party or such parent company or (ii) IFRS, in each case to the extent applicable to the relevant financial statements and as applied by such Loan Party or such parent company from time to time (provided that on any date after the Closing Date the Loan Parties may make an election for the purpose of one or more provisions of the Loan Documents to establish that the Accounting Principles shall for the purpose of that provision mean the applicable Accounting Principles as in effect on a date that is on or prior to the date of such election).

“Actual First Day Motion Relief”: with respect to any period, the sum, for such period, of all first day motion relief on a cumulative basis, in each case, as determined by reference to the Approved Budget as then in effect.

“Actual Non-Operating Activities”: with respect to any period, the sum, for such period, of all non-operating activities on a cumulative basis, in each case, as determined by reference to the Approved Budget as then in effect.

“Actual Operating Disbursements”: with respect to any period, the sum, for such period, of all actual operating disbursements on a cumulative basis, in each case, as determined by reference to the Approved Budget as then in effect.

“Actual Operating Receipts”: with respect to any period, the sum, for such period, of all actual operating receipts for all line items, on a cumulative basis, in each case, as determined by reference to the Approved Budget as then in effect.

“Actual Professional Fees”: with respect to any period, the sum, for such period, of all professional fees on a cumulative basis, in each case, as determined by reference to the Approved Budget as then in effect.

“Adequate Protection Fees”: as defined in the Interim Order or the Final Order, as applicable.

“Adequate Protection Liens”: as defined in the Interim Order or the Final Order, as applicable.

“Administrative Agent”: as defined in the preamble.

“Affected Financial Institution”: (a) any EEA Financial Institution or (b) any UK Financial Institution.

“Affiliate”: as to any Person, any other Person that, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition, “control” of a Person means the power, directly or indirectly to direct or cause the direction of the management and policies of such Person, whether through the ability to exercise voting power, by contract or otherwise.

“Agent” or “Agents”: each of the DIP Agents and the Determination Agent, as context may require, and collectively referred to herein as the “Agents”.

“Agent Account”: the Administrative Agent’s account set forth on Schedule 2.2 or such other account of the Administrative Agent, if any, which the Administrative Agent may designate by notice to the Borrower and to each Lender to be the account for purposes of holding amounts constituting Loans.

“Agents Fee Letter”: the Fee Letter, dated as of the date hereof, by and among the Borrower and the DIP Agents (as amended, restated, modified and supplemented from time to time).

“Agreement”: as defined in the preamble.

“Anti-Corruption Laws”: the FCPA, the UK Bribery Act 2010 and all other applicable laws, rules and regulations related to corruption or bribery.

“Anti-Money Laundering Laws”: the Patriot Act and all other applicable laws, rules and regulations related to money laundering or terrorism financing.

“Allowed Professional Fees”: as defined in the Orders.

“Applicable Margin”: for any day, (a) with respect to any ABR Loan, 7.00% per annum plus, from and after the Initial Maturity Date, in the event of a valid Maturity Extension election, an additional 1.00% per annum, and (b) with respect to any SOFR Loan, 8.00% per annum plus, from and after the Initial Maturity Date, in the event of a valid Maturity Extension election, an additional 1.00% per annum.

“Approved Budget”: the Initial Budget at all times until superseded by an Updated Budget, subject to the approval and objection rights of the Required Lenders set forth in Section 6.10(b).

“Approved Fund”: as defined in Section 10.6(b).

“Asset Sale”: any Disposition of property or series of related Dispositions of property.

“Assignee”: as defined in Section 10.6(b).

“Assignment and Assumption”: an Assignment and Assumption, substantially in the form of Exhibit A.

“Available Tenor”: as of any date of determination and with respect to the then-current Benchmark, as applicable, any tenor for such Benchmark (or component thereof) or payment period for interest calculated with reference to such Benchmark (or component thereof), as applicable, that is or may be used for determining the length of an Interest Period for any term rate or otherwise, for determining any frequency of making payments of interest calculated pursuant to this Agreement as of such date.

“Bail-In Action”: the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Affected Financial Institution.

“Bail-In Legislation”: (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law, regulation rule or requirement for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings).



“Bank Levy”: any amount payable by any Lender or any of its Affiliates on the basis of, or in relation to:

(a) its balance sheet or capital base or any part of that person or its liabilities or minimum regulatory capital or any combination thereof (including the United Kingdom bank levy as set out in the Finance Act 2011 (as amended), the French *taxe pour le financement du fonds de soutien aux collectivités territoriales* as set out in Article 235 ter ZE bis of the French Tax Code, the German bank levy as set out in the German Restructuring Fund Act 2010 (*Restrukturierungsfondsgesetz*), the Dutch *bankenbelasting* as set out in the Dutch bank levy act (*Wet bankenbelasting*), the Austrian bank levy as set out in the Austrian Stability Duty Act (*Stabilitätsgesetz*), the Spanish bank levy (*Impuesto sobre los Depósitos en las Entidades de Crédito*) as set out in the Law 16/2012 of 27 December 2012, the Swedish bank levy as set out in the Swedish Precautionary Support Act (*Sw. lag (2015:1017) om förebyggande statligt stöd till kreditinstitut*) (as amended)) and any other levy or tax in any jurisdiction levied on a similar basis or for a similar purpose;

(b) any bank surcharge or banking corporation tax surcharge as set out in Chapter 4 of Part 7A of the United Kingdom Corporation Tax Act 2010 and any other surcharge or tax of a similar nature implemented in any other jurisdiction; or

(c) any financial activities taxes (or other taxes) of a kind contemplated in the European Commission consultation paper on financial sector taxation dated 22 February 2011 or the Single Resolution Mechanism established by EU Regulation 806/2014 of 15 July 2014,

which has been enacted or formally announced as proposed as of the date on which the relevant Lender becomes a Lender under this Agreement.

“Bankruptcy Code”: title 11 of the United States Bankruptcy Code (11 U.S.C. § 101, et seq.), as amended and in effect from time to time, and any successor statute.

“Bankruptcy Court”: the United States Bankruptcy Court for the District of Delaware, or any other court having jurisdiction over the Chapter 11 Cases.

“Benchmark”: initially, the Term SOFR Rate; *provided* that if a Benchmark Transition Event, and the related Benchmark Replacement Date have occurred with respect to the Term SOFR Rate or the then-current Benchmark, then “Benchmark” means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant Section 2.24.

“Benchmark Replacement”: for any Available Tenor, the first alternative set forth in the order below that can be determined by the Determination Agent for the applicable Benchmark Replacement Date; *provided* that, “Benchmark Replacement” shall mean the alternative set forth in clause (2) below:

(1) in the case of any Loan denominated in Dollars, Daily Simple SOFR; or

(2) the sum of: (a) the alternate benchmark rate that has been selected by the Determination Agent and the Borrower as the replacement for the then-current Benchmark for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement for the then-current Benchmark for syndicated credit facilities denominated in Dollars at such time in the United States and (b) the related Benchmark Replacement Adjustment.

If the Benchmark Replacement as determined pursuant to clause (1) or (2) above would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Loan Documents.

“Benchmark Replacement Adjustment”: with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement for any applicable Interest Period and Available Tenor for any setting of such Unadjusted Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Determination Agent and the Borrower for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body on the applicable Benchmark Replacement Date and/or (ii) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for syndicated credit facilities denominated in Dollars at such time.

“Benchmark Replacement Date”: with respect to any Benchmark, the earliest to occur of the following events with respect to such then-current Benchmark:

(1) in the case of clause (1) or (2) of the definition of “Benchmark Transition Event,” the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); or

(2) in the case of clause (3) of the definition of “Benchmark Transition Event,” the first date on which such Benchmark (or the published component used in the calculation thereof) has been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be no longer representative; provided, that such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (3) and even if any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

For the avoidance of doubt, (i) if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, 11.00 a.m. on the day that is one (1) Business Day preceding the date of such setting in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to such time for such determination and (ii) the “Benchmark Replacement Date” will be deemed to have occurred in the case of clause (1) or (2) above with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

“Benchmark Transition Event”: with respect to any Benchmark, the occurrence of one or more of the following events with respect to such then-current Benchmark:

(1) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof);

(2) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Federal Reserve Board, the Federal Reserve Bank of New York, the Term SOFR Administrator, the central bank applicable to such Benchmark, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), in each case, which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely; *provided* that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or

(3) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are no longer, or as of a specified future date will no longer be, representative.

For the avoidance of doubt, a “Benchmark Transition Event” will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

“Benchmark Unavailability Period”: with respect to any Benchmark, the period (if any) (x) beginning at the time that a Benchmark Replacement Date pursuant to clauses (1) or (2) of that definition has occurred if, at such time, no Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 2.24 and (y) ending at the time that a Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 2.24.

“Benefitted Lender”: as defined in Section 10.7(a).

“Blocking Law” means:

(a) Council Regulation (EC) 2271/96 (or any law or regulation implementing such Regulation in any member state of the European Union);

(b) §7 of the German Außenwirtschaftsverordnung (in connection with the German Außenwirtschaftsgesetz); or

(c) Council Regulation (EC) 2271/96, as it forms part of domestic law of the United Kingdom.

“Board”: the Board of Governors of the Federal Reserve System of the United States (or any successor).

“Borrower”: as defined in the preamble hereto.

“Borrowing Date”: any Business Day specified by the Borrower in the Borrowing Notice as a date on which the Borrower requests the relevant Lenders to make Loans hereunder.

“Borrowing Notice”: a request by the Borrower for a borrowing of Loans which, if in writing, shall be substantially in the form of Exhibit B.

“Budgeted First Day Motion Relief”: with respect to any period, the sum, for such period, of all budgeted first day motion relief (as set forth in the Approved Budget), on a cumulative basis, in each case, as determined by reference to the Approved Budget as then in effect.

“Budgeted Non-Operating Activities”: with respect to any period, the sum, for such period, of all budgeted non-operating activities (as set forth in the Approved Budget), on a cumulative basis, in each case, as determined by reference to the Approved Budget as then in effect.

“Budgeted Operating Disbursements”: with respect to any period, the sum, for such period, of all budgeted operating disbursements (as set forth in the Approved Budget), on a cumulative basis, in each case, as determined by reference to the Approved Budget as then in effect.

“Budgeted Operating Receipts”: with respect to any period, the amounts for all budgeted operating receipts (as set forth in the Approved Budget) on a cumulative basis, in each case, as determined by reference to the Approved Budget as then in effect.

“Budgeted Professional Fees”: with respect to any period, the sum, for such period, of all budgeted professional fees and expenses, on a cumulative basis, as determined by reference to the Approved Budget as then in effect.

“Business Day”: a day other than a Saturday, Sunday or other day on which commercial banks in New York City, United States or Tokyo, Japan are authorized or required by law to close.

“Capital Lease Obligations”: as to any Person, the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, to the extent such obligations are required to be classified and accounted for as capital leases on a balance sheet of such Person under the Accounting Principles and, for the purposes of this Agreement, the amount of such obligations at any time shall be the capitalized amount thereof at such time determined in accordance with the Accounting Principles.

“Capital Stock”: any and all shares, interests, participations or other equivalents (however designated) of capital stock of a corporation, any and all equivalent ownership interests in a Person (other than a corporation) and any and all warrants, rights or options to purchase any of the foregoing.

“Carve Out”: as defined in (a) the Interim Order or (b) after the date on which the Final Order is entered, the Final Order.

“Cash Equivalents”: (a) marketable direct obligations issued by, or unconditionally guaranteed by (i) the United States government or issued by any agency thereof and backed by the full faith and credit of the United States, (ii) the government of Japan or issued by any agency thereof and backed by the full faith and credit of the government of Japan or (iii) the United Kingdom government or issued by any agency thereof and backed by the full faith and credit of the United Kingdom, in each case maturing within one year from the date of acquisition; (b) certificates of deposit, time deposits or overnight bank deposits having maturities of one year or less from the date of acquisition issued by any Lender or by any commercial bank organized under the laws of the United States, Japan, the United Kingdom, or any political subdivision thereof, having combined capital and surplus of not less than \$500,000,000; (c) commercial paper of an issuer rated at least A-1 by Standard & Poor’s Ratings Services (“S&P”) or P 1 by Moody’s Investors Service, Inc. (“Moody’s”), or carrying an equivalent rating by a nationally recognized rating agency, if both

of the two named rating agencies cease publishing ratings of commercial paper issuers generally, and maturing within one year from the date of acquisition; (d) repurchase obligations of any Lender or of any commercial bank satisfying the requirements of clause (b) of this definition, having a term of not more than thirty (30) days, with respect to securities issued or fully guaranteed or insured by the United States government, the government of Japan or the United Kingdom government; (e) securities with maturities of one year or less from the date of acquisition issued or fully guaranteed by any state, commonwealth or territory of the United States, Japan or the United Kingdom by any political subdivision or taxing authority of any such state, commonwealth or territory or by any foreign government, the securities of which state, commonwealth, territory, political subdivision, taxing authority or foreign government (as the case may be) are rated at least A by S&P or A by Moody's; (f) securities with maturities of one year or less from the date of acquisition backed by standby letters of credit issued by any Lender or any commercial bank satisfying the requirements of clause (b) of this definition; (g) money market mutual or similar funds that invest substantially in assets satisfying the requirements of clauses (a) through (f) of this definition; (h) money market funds that (i) comply with the criteria set forth in SEC Rule 2a-7 under the Investment Company Act of 1940, as amended, (ii) are rated AAA by S&P and Aaa by Moody's and (iii) have portfolio assets of at least \$5,000,000,000; or (iv) other short-term investments utilized by Foreign Subsidiaries in accordance with the normal investment practices for cash management in investments of a type analogous to the foregoing.

"Cash Management Order": any order granting, on an interim or final basis (as the case may be) the Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (a) Continue to Operate Their Cash Management System, (b) Honor Certain Prepetition Obligations Related Thereto, (c) Maintain Existing Business Forms, and (d) Perform Intercompany Transactions and (II) Granting Related Relief, filed at ECF No. 15 in the Chapter 11 Cases, which order shall not have been vacated, reversed or stayed except as otherwise agreed to in writing by the Required Lenders.

"Change in Law": (a) the adoption of any rule, regulation, treaty or other law after the Closing Date, (b) any change in any Requirement of Law or in the interpretation or application thereof by any Governmental Authority after the Closing Date or (c) compliance by any Lender (or, for purposes of Section 2.18(b), by any lending office of such Lender or by such Lender's holding company, if any) with any written request, guideline or directive (whether or not having the force of law) of any Governmental Authority made or issued after the Closing Date; provided, that notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all rules, regulations, guidelines or directives thereunder or issued in connection therewith and (ii) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall be deemed to be a "Change in Law," regardless of the date enacted, adopted or issued.

"Change of Control": (a) the Permitted Holders shall cease to have, on an aggregated basis the power, directly or indirectly, to vote or direct the voting of securities having a majority of the ordinary voting power for the election of directors of Holdings; provided that the occurrence of the foregoing event shall not be deemed a Change of Control if, for any reason whatsoever, (A) the Permitted Holders otherwise have, on an aggregate basis, the right, directly or indirectly, to designate (and do so designate) a majority of the board of directors of Holdings at such time or (B) the Permitted Holders own on an aggregate basis a majority of the outstanding voting Capital Stock of Holdings at such time, (b) Holdings shall cease to own, directly or indirectly, 100% of the Borrower on a fully diluted basis except as permitted by Section 7.4, (c) the sale, lease or transfer, in one or a series of related transactions, of all or substantially all of the assets of the Holdings, the Borrower and their respective Subsidiaries, taken as a whole, to any Person, other than a Permitted Holder, or (d) the approval by the holders of the Capital Stock of the Borrower of any plan for



the liquidation or dissolution of such Borrower (whether or not otherwise in compliance with the provisions of this Agreement), other than as approved by the Bankruptcy Court.

“Chapter 11 Cases”: as defined in the Recitals.

“Chapter 11 Debtors”: has the meaning assigned to the term “Debtors” in the Orders.

“Closing Date”: as defined in Section 5.1.

“Code”: the Internal Revenue Code of 1986, as amended from time to time.

“Collateral”: has the meaning assigned to the term “DIP Collateral” in the Orders.

“Collateral Agent”: as defined in the preamble.

“Commitment”: with respect to each Lender, its Initial Loan Commitment and/or Delayed-Draw Loan Commitment, as the context may require.

“Committee”: the official committee of unsecured creditors to be appointed in the Chapter 11 Cases.

“Commonly Controlled Entity”: an entity, whether or not incorporated, that is under common control with any Loan Party within the meaning of Section 4001 of ERISA or is part of a group of entities that includes any Loan Party and that is treated as a single employer under Section 414 of the Code.

“Conduit Lender”: any special purpose corporation organized and administered by any Lender for the purpose of making Loans otherwise required to be made by such Lender and designated by such Lender in a written instrument; provided, that the designation by any Lender of a Conduit Lender shall not relieve the designating Lender of any of its obligations to fund a Loan under this Agreement if, for any reason, its Conduit Lender fails to fund any such Loan, and the designating Lender (and not the Conduit Lender) shall have the sole right and responsibility to deliver all consents and waivers required or requested under this Agreement with respect to its Conduit Lender, and provided further, that no Conduit Lender shall (a) be entitled to receive any greater amount pursuant to Section 2.18, 2.19, 2.20 or 10.5 than the designating Lender would have been entitled to receive in respect of the extensions of credit made by such Conduit Lender, except to the extent such entitlement to receive a greater payment results from a Change in Law that occurs after the Conduit Lender is designated, or (b) be deemed to have any Loan Commitment.

“Conforming Changes”: with respect to any Benchmark Replacement, any technical, administrative or operational changes that the Determination Agent decides may be appropriate to reflect the adoption and implementation of such Benchmark and to permit the administration thereof by the Determination Agent in a manner substantially consistent with market practice (or, if the Determination Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Determination Agent determines that no market practice for the administration of such Benchmark exists, in such other manner of administration as the Determination Agent decides is reasonably necessary).

“Connection Income Taxes”: Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes.

“Contractual Obligation”: as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound.

“Corresponding Tenor”: with respect to any Available Tenor means, as applicable, either a tenor (including overnight) or an interest payment period having approximately the same length (disregarding business day adjustment) as such Available Tenor.

“Credit Date”: as defined in Section 4.

“CRO”: the Chief Restructuring Officer of Holdings and/or the Borrower, if any, to be mutually agreed by the Required Lenders and the Borrower.

“Daily Simple SOFR”: for any day (a “SOFR Rate Day”), a rate per annum equal to SOFR for the day that is five (5) Business Days prior to (i) if such SOFR Rate Day is a Business Day, such SOFR Rate Day or (ii) if such SOFR Rate Day is not a Business Day, the Business Day immediately preceding such SOFR Rate Day, in each case, as such SOFR is published by the SOFR Administrator on the SOFR Administrator’s Website; provided that if Daily Simple SOFR as so determined would be less than the Floor, such rate shall be deemed to be equal to the Floor for the purposes of this Agreement. Any change in Daily Simple SOFR due to a change in SOFR shall be effective from and including the effective date of such change in SOFR without notice to the Borrower.

“Debtor Relief Laws”: the Bankruptcy Code of the United States of America, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief laws of the United States or other applicable jurisdictions from time to time in effect.

“Default”: any of the events specified in Section 8, whether or not any requirement for the giving of notice, the lapse of time, or both, as set forth therein, has been satisfied.

“Default Interest”: as defined in Section 2.14(f).

“Defaulting Lender”: any Lender that (a) has failed to fund any portion of its Loans required to be funded by it hereunder within three (3) Business Days of the date required to be funded by it hereunder, (b) has notified the Administrative Agent, any other Lender and/or Borrower in writing that it does not intend to comply with any of its funding obligations under this Agreement or has made a public statement to the effect that it does not intend to comply with its funding obligations under this Agreement or under other agreements in which it commits to extend credit, (c) has failed, within three (3) Business Days after request by the Administrative Agent, to confirm that it will comply with the terms of this Agreement relating to its obligations to fund prospective Loans, (d) has otherwise failed to pay over to the Administrative Agent or any other Lender any other amount required to be paid by it hereunder within three (3) Business Days of the date when due, unless the subject of a good faith dispute, or (e) has admitted in writing that it is insolvent or becomes subject to a Bail-In Action; provided, that (1) with respect to (a), (b) or (c), to the extent such Lender is making a good faith claim that it has no obligation to fund because the conditions to borrowing have not been met, then such Lender shall not be considered a Defaulting Lender, (2) as of any date of determination, the determination of whether any Lender is a Defaulting Lender hereunder shall not take into account, and shall not otherwise impair, any amounts funded by such Lender which have been assigned by such Lender to a Conduit Lender pursuant to Section 10.6(f), and (3) no Lender shall be a Defaulting Lender by virtue of any delay in processing funds by the DIP Agents or the Loan Parties.

“Delayed-Draw Loan Commitment”: with respect to any Lender, the commitment of such Lender to make Delayed-Draw Loans hereunder in an aggregate amount not to exceed the amount set forth opposite such Lender’s name on Schedule 1.1(a) directly below the column entitled “Delayed-Draw Loan Commitment”, as the same may be (a) modified from time to time pursuant to assignments by or to such Person pursuant to Section 10.6 or (b) terminated pursuant to Section 2.4 and/or Section 8.1.

“Delayed-Draw Loans”: as defined in Section 2.1(a)(ii).

“Determination Agent”: the Administrative Agent (acting at the direction of the Required Lenders), or as otherwise requested by the Required Lenders.

“Deutsche Bank”: Deutsche Bank AG, London Branch and its Affiliates or related funds or accounts, together with any investment funds, accounts, vehicles or other entities that are managed, advised or sub-advised by any of them.

“DIP Agent”: each of the Administrative Agent and the Collateral Agent, as context may require, and collectively referred to herein as the “DIP Agents”.

“DIP Fees”: as defined in the Orders.

“DIP Financing Interest”: all interest expense paid in cash during such period in respect of this Agreement or, if applicable, the Junior DIP Credit Agreement.

“DIP Subordination Provisions”: the provisions of the Orders governing the creation, perfection or subordination of Liens, obligations or claims (including administrative expense claims), the application or turnover of proceeds or distributions of assets or other property (including collateral), and other intercreditor rights and similar provisions, including but not limited to, Paragraphs 5 (DIP Liens), 6 (DIP Superpriority Claims), 10 (No Marshaling/Application of Proceeds), 18 (Remedies upon a DIP Termination Event), 21 (Preservation of Rights Granted Under this Interim Order), 27 (Turnover), 29 (Insurance) and 31 (Credit Bidding) of the Interim Order, which terms were incorporated by reference in the Restructuring Support Agreement.

“Disposition”: with respect to any property, any sale, lease, license, sale and leaseback, assignment, conveyance, transfer or other disposition thereof, including by way of merger or division. The terms “Dispose”, “Disposed of” and “Disposing” shall have correlative meanings.

“Disqualified Lender”: as defined in Section 10.6(b)(i)(F).

“Dollars” and “\$”: dollars in lawful currency of the United States.

“Domestic Loan Party”: any Loan Party that is organized under the laws of the United States, or any state thereof.

“Domestic Subsidiary”: any Subsidiary of Holdings incorporated or organized in the United States or any State.

“EEA Financial Institution”: (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

“EEA Member Country”: any of the member states of the European Union, Iceland, Liechtenstein, and Norway.



“EEA Resolution Authority”: any public administrative authority or any person entrusted with public administrative authority of any EEA Member Country (including any delegatee) having responsibility for the resolution of any EEA Financial Institution.

“Emergency Loan Repayment”: as defined in the Orders.

“English Loan Party”: any Loan Party incorporated in England and Wales.

“English Security Document”: any security document governed by the laws of England and Wales.

“Environmental Laws”: any and all foreign, Federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, requirements of any Governmental Authority or other Requirements of Law (including common law) regulating, relating to or imposing liability or standards of conduct concerning protection of the environment or of human health as affected by exposure to Materials of Environmental Concern, as now or may at any time hereafter be in effect.

“ERISA”: the Employee Retirement Income Security Act of 1974, as amended from time to time.

“ERISA Plan”: any employee benefit plan that is covered by ERISA and in respect of which any Loan Party or a Commonly Controlled Entity is (or, if such plan were terminated at such time, would under Section 4069 of ERISA be deemed to be) an “employer” as defined in Section 3(5) of ERISA or which any Loan Party or a Commonly Controlled Entity has maintained, contributed to or had any liability (whether or not on account of such Loan Party or any Commonly Controlled Entities or contingent or otherwise) now or in the prior six (6) years.

“Erroneous Payment” shall have the meaning assigned to such term in Section 9.13(a).

“Erroneous Payment Deficiency Assignment” shall have the meaning assigned to such term in Section 9.14(d).

“Erroneous Payment Return Deficiency” shall have the meaning assigned to such term in Section 9.14(d).

“EU Bail-In Legislation Schedule”: the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

“Event of Default”: as defined in Section 8.1.

“Excluded Assets”: as defined in the Security Documents.

“Excluded Taxes”: as defined in Section 2.19(a).

“Excluded Subsidiary”: (a) any Subsidiary listed on Schedule 1.1(b) and (b)(i) any Subsidiary of Holdings that is mutually determined by the Required Lenders and the Borrower to be immaterial, and (ii) any non-U.S. Subsidiary if at such time such Subsidiary’s Guaranty (x) is prohibited by any Governmental Authority with authority over such non-U.S. Subsidiary, (y) is prohibited by applicable law or regulation or analogous restriction of the jurisdiction of incorporation or organization of such non-U.S. Subsidiary, or (z) would result in a substantial risk to the officers or directors of such Subsidiary of a civil or criminal liability, (c) any Subsidiary that is incorporated or organized in the countries of Slovakia, Turkey, India and Thailand and, (d) any non-U.S. Subsidiary under circumstances where the Required Lenders and the

Borrower mutually determine that the cost, burden, difficulty or consequence of providing such Guaranty at such time is excessive in relation to the value afforded thereby.

“Exit Fee”: as defined in Section 2.8(d).

“Extraordinary Receipts” shall mean any cash receipts received by any Loan Party or any Subsidiary thereof not in the ordinary course of business, including (a) proceeds of judgments, proceeds of settlements or other consideration of any kind in connection with any cause of action, (b) indemnification payments received by any Loan Party or Subsidiary (other than to the extent such indemnification payments are immediately payable pursuant to the terms thereof to a Person that is not an Affiliate of the Borrower or any of its Subsidiaries) or (c) any purchase price adjustment or working capital adjustment received by any Loan Party or Subsidiary pursuant to any purchase agreement or related documentation, (d) any tax refunds, ERISA Plan reversions or Foreign Plan reversions, in each case, received by any Loan Party or Subsidiary.

“Facility”: as defined in the Recitals.

“Facility Motion”: a motion to be filed by the Chapter 11 Debtors with the Bankruptcy Court seeking approval of the Facility, which motion shall be in form and substance acceptable to the Required Lenders.

“FATCA”: Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof and any agreements entered into pursuant to Section 1471(b)(1) of the Code.

“FCPA”: the Foreign Corrupt Practices Act of 1977, as amended from time to time, and the rules and regulations thereunder.

“Federal Funds Effective Rate”: for any day, the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System arranged by federal funds brokers, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day that is a Business Day, the average of the quotations for the day of such transactions received by the Determination Agent, from three federal funds brokers of recognized standing selected by it.

“Final Availability Period”: the period from and including the date the Final Order is entered by the Bankruptcy Court to the Maturity Date.

“Final Facility Effective Date” shall mean the Business Day on which the conditions set forth in Section 5.2 are satisfied or waived.

“Final Order”: a final order of the Bankruptcy Court approving the Facility Motion, which Final Order shall be in form and substance acceptable to the Required Lenders and shall not be reversed, vacated, stayed, amended, supplemented or otherwise modified without the prior written consent of the Required Lenders.

“Financing Transactions”: the execution, delivery and performance by each Loan Party of the Loan Documents to which it is to be a party (including the payment of all fees, costs, expenses and disbursements required under any of the Loan Documents or in connection with the transactions contemplated thereunder),

the borrowing of Loans and the use of proceeds thereof and the other transactions contemplated or entered into under the Loan Documents.

“Flood Insurance Laws”: collectively, (i) the National Flood Insurance Act of 1968 as now or hereafter in effect or any successor statute thereto, (ii) the Flood Disaster Protection Act of 1973 as now or hereafter in effect or any successor statute thereto, (iii) the National Flood Insurance Reform Act of 1994 as now or hereafter in effect or any successor statute thereto, (iv) the Flood Insurance Reform Act of 2004 as now or hereafter in effect or any successor statute thereto and (v) Biggert-Waters Flood Insurance Reform Act of 2012 as now or hereafter in effect or any successor statute thereto.

“Floor”: the benchmark rate floor, if any, provided in this Agreement initially (as of the execution of this Agreement, the modification, amendment or renewal of this Agreement or otherwise) with respect to the Term SOFR Rate. For the avoidance of doubt, the initial Floor for the Term SOFR Rate shall be 1.00%.

“Foreign Collateral” means any Collateral granted by, or over the share capital of, a Foreign Subsidiary (in each case, subject to and in accordance with the Security Principles.)

“Foreign Disposition”: as defined in Section 2.11(e).

“Foreign Loan Party”: each Loan Party which is not incorporated or organized in the United States or any State.

“Foreign Plan”: each employee benefit plan (within the meaning of Section 3(3) of ERISA, whether or not subject to ERISA) that is not subject to U.S. law and is maintained or contributed to by any Loan Party or any Commonly Controlled Entity.

“Foreign Security Documents”: the collective reference to the Post-Closing Foreign Security Documents.

“Foreign Subsidiary”: any Subsidiary of Holdings that is not a Domestic Subsidiary.

“Global Intercompany Note”: that certain Global Intercompany Note, dated as of the date hereof, among each Loan Party and each Subsidiary of Holdings that is not a Loan Party, in each case from time to time party thereto, substantially in the form of Exhibit I, as amended, restated, amended and restated, supplemented or otherwise modified from time to time.

“Governmental Authority”: any nation or government, any state or other political subdivision thereof, any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative functions of or pertaining to government (including any supranational bodies such as the European Union), any securities exchange and any self-regulatory organization (including the National Association of Insurance Commissioners).

“Guarantee Obligation”: as to any Person (the “guaranteeing person”) any obligation, including a reimbursement, counterindemnity or similar obligation, of the guaranteeing person that guarantees or in effect guarantees, or which is given to induce the creation of a separate obligation by another Person (including any bank under any letter of credit) that guarantees or in effect guarantees, any Indebtedness, leases, dividends or other obligations (the “primary obligations”) of any other third Person (the “primary obligor”) in any manner, whether directly or indirectly, including any obligation of the guaranteeing person, whether or not contingent, (i) to purchase any such primary obligation or any property constituting direct or indirect security therefor, (ii) to advance or supply funds (1) for the purchase or payment of any such

primary obligation or (2) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, (iii) 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 or (iv) otherwise to assure or hold harmless the owner of any such primary obligation against loss in respect thereof; provided, however, that the term Guarantee Obligation shall not include endorsements of instruments for deposit or collection in the ordinary course of business. The amount of any Guarantee Obligation of any guaranteeing person shall be deemed to be the lower of (a) an amount equal to the stated or determinable amount of the primary obligation in respect of which such Guarantee Obligation is made and (b) the maximum amount for which such guaranteeing person may be liable pursuant to the terms of the instrument embodying such Guarantee Obligation, unless such primary obligation and the maximum amount for which such guaranteeing person may be liable are not stated or determinable, in which case the amount of such Guarantee Obligation shall be such guaranteeing person's maximum reasonably anticipated liability in respect thereof as determined by the Borrower in good faith.

"Guarantee Limitations" has the meaning given to that term in the Guaranty.

"Guarantors": the collective reference to Holdings and the Subsidiary Guarantors, subject to the Legal Reservations and Perfection Requirements. For the avoidance of doubt, any Subsidiary that was or is a borrower or a guarantor under or in respect of the Prepetition Credit Agreements or the Junior DIP Credit Agreement shall be a Guarantor hereunder (other than Marelli Machine Works Japan Co., Ltd.).

"Guaranty": that certain First-Out Super-Senior Secured Superpriority Debtor-in-Possession Guaranty to be entered into by the Borrower, the Guarantors and the DIP Agents, substantially in the form of Exhibit H, as amended, restated, amended and restated, supplemented or otherwise modified from time to time.

"Holdings": means Marelli Holdings Co., Ltd., a company incorporated under the laws of Japan.

"IFRS": International Financial Reporting Standards (formerly International Accounting Standards) endorsed from time to time by the European Union or any variation thereof with which the Loan Parties and their Subsidiaries are, or may be, required to comply.

"Indebtedness": of any Person at any date, without duplication, (a) all indebtedness of such Person for borrowed money, (b) all obligations of such Person for the deferred purchase price of property or services (other than trade payables incurred after the Petition Date in the ordinary course of such Person's business consistent with past practices that are not more than 60 days past due or that are being subject to good faith dispute), (c) all obligations of such Person evidenced by notes, bonds, debentures or other similar instruments, (d) all indebtedness created or arising under any conditional sale or other title retention agreement with respect to property acquired by such Person (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such property), (e) the principal portion of all Capital Lease Obligations of such Person, (f) all outstanding reimbursement obligations of such Person as an account party or applicant under or in respect of acceptances, letters of credit, surety bonds or similar arrangements, (g) the liquidation value of all mandatorily redeemable preferred Capital Stock of such Person issued to parties other than Holdings or its Subsidiaries, if the scheduled redemption date is prior to the scheduled maturity date of the Initial Loans (except as a result of a Change of Control or Asset Sale so long as any rights of the holders thereof upon the occurrence of a Change of Control or Asset Sale shall be subject to the prior repayment in full (in cash in Dollars in immediately available funds) of the Loans and all other Obligations that are accrued and owing), (h) all Guarantee Obligations of such Person in respect of obligations of the kind referred to in clauses (a) through (g) above, (i) all obligations of the kind referred to in clauses (a) through (h) above

secured by (or for which the holder of such obligation has an existing right, contingent or otherwise, to be secured by) any Lien on property (including accounts and contract rights) owned by such Person, whether or not such Person has assumed or become liable for the payment of such obligation, and (j) the amount of all obligations of such Person in respect of Swap Agreements (determined, for this purpose, in respect of any Swap Agreement, based on the maximum aggregate amount, giving effect to any netting agreements, that such Person would be required to pay if such Swap Agreement were terminated at the time); provided, however, that (i) the amount of Indebtedness which is limited or non-recourse to such Person or for which recourse is limited to an identified asset shall be equal to the lesser of (1) the amount of such Indebtedness and (2) the fair market value of such asset as at the date of determination, (ii) amounts which are reserved by such Person for payment of insurance premiums due within twelve months of such date shall not constitute Indebtedness and (iii) Indebtedness shall not include obligations with respect to (1) deferred compensation, (2) liabilities associated with customer prepayments and deposits and any obligations under ERISA and other accrued obligations in the ordinary course of business, (3) obligations under employment agreements and (4) deferred revenue and deferred tax liabilities. Notwithstanding the foregoing, the term “Indebtedness” shall not include contingent post-closing purchase price adjustments, non-compete or consulting obligations or earn-outs to which the seller in an Investment may become entitled until such amounts become due and payable. The Indebtedness of any Person shall include the Indebtedness of any other entity (including any partnership in which such Person is a general partner) to the extent such Person is liable therefor as a result of such Person’s ownership interest in or other relationship with such entity, except to the extent the terms of such Indebtedness expressly provide that such Person is not liable therefor.

“Indemnified Liabilities”: as defined in Section 10.5.

“Indemnitee”: as defined in Section 10.5.

“Indemnitee Related Party”: as defined in Section 9.12(a).

“Initial Availability Period”: the period from and including the date the Interim Order is entered by the Bankruptcy Court to the fifth Business Day immediately after such date.

“Initial Budget”: the budget attached hereto as Exhibit F.

“Initial Maturity Date”: the date that is nine (9) months after the Closing Date.

“Initial Loan”: as defined in Section 2.1(a)(i).

“Initial Loan Commitment”: with respect to any Lender, the commitment of such Lender to make Initial Loans hereunder in an aggregate amount not to exceed the amount set forth opposite such Lender’s name on Schedule 1.1(a) directly below the column entitled “Initial Loan Commitment”, as the same may be (a) modified from time to time pursuant to assignments by or to such Person pursuant to Section 10.6 or (b) terminated pursuant to Section 2.4 and/or Section 8.1.

“Insolvency”: with respect to any Multiemployer Plan, the condition that such Multiemployer Plan is insolvent within the meaning of Section 4245 of ERISA.

“Intellectual Property”: the collective reference to all rights, priorities and privileges under any intellectual property, whether owned or licensed, and whether arising under United States, multinational or foreign laws or otherwise, including copyrights, patents, trademarks, technology, know-how and processes, and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.



“Intercreditor Agreement”: (i) the DIP Subordination Provisions pertaining to the relationship between the DIP Agents and the Lenders, on the one hand, and (A) the Junior DIP Agents and Lenders under (and as defined in) the Junior DIP Credit Agreement and (B) the Prepetition Agents, on the other hand, and (ii) any intercreditor agreement or subordination agreement entered into from time to time in form and substance reasonably satisfactory to the Required Lenders.

“Interest Payment Date”: (a) as to any ABR Loan, the last Business Day of each calendar month while such ABR Loan is outstanding and the final maturity date of such ABR Loan, (b) as to any SOFR Loan, the last Business Day of the applicable Interest Period and (c) as to all Loans, the date of any repayment or prepayment made in respect thereof.

“Interest Period”: as to any SOFR Loan, (a) initially, the period commencing on the borrowing or conversion date, as the case may be, with respect to such Loan and ending one month thereafter; and (b) thereafter, each period commencing on the last day of the preceding Interest Period applicable to such Loan and ending one month thereafter; provided, that, all of the foregoing provisions relating to Interest Periods are subject to the following:

(a) if any Interest Period would otherwise end on a day that is not a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless the result of such extension would be to carry such Interest Period into another calendar month in which event such Interest Period shall end on the immediately preceding Business Day;

(b) the Borrower may not select an Interest Period that would extend beyond the date final payment is due on the Loan;

(c) any Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Business Day of a calendar month; and

(d) the Borrower shall select Interest Periods so as not to require a payment or prepayment of any Loan during an Interest Period for such Loan.

“Interim Order”: the Interim Order entered by the Bankruptcy Court on June 12, 2025, in the Chapter 11 Cases approving the Facility Motion on an interim basis, which Interim Order shall be in form and substance acceptable to the Required Lenders and shall not, subject to entry of the Final Order, be reversed, vacated, stayed, amended, supplemented or otherwise modified without the prior written consent of the Required Lenders.

“Intermediate Holdings”: Marelli Corporation, a Japanese Corporation.

“Investment”: with respect to any Person, (i) any purchase or other acquisition by such Person of, or of a beneficial interest in, any Capital Stock or Indebtedness of any other Person, (ii) any loan or advance (by way of guaranty or otherwise) or capital contribution by such Person to or in any other Person (other than accounts receivable and trade credit) or (iii) the purchase or other acquisition (in one transaction or a series of transactions) of all or substantially all of the property and assets or business of another Person or assets constituting a business unit, line of business or division of such other Person. The amount of any Investment outstanding as of any time shall be the original cost of such Investment (which, in the case of any Investment constituting the contribution of an asset or property, shall be based on the Borrower’s good faith estimate of the fair market value of such asset or property at the time such Investment is made) plus the cost of all additions thereto, without any adjustments for increases or decreases in value, or write-ups,

write-downs or write-offs with respect to such Investment, less all Returns received by the Borrower or any Subsidiary in respect thereof.

“Irish Security Document”: any security document governed by the laws of Ireland.

“Italian Civil Code”: the Italian civil code enacted by Italian Royal Decree No. 262 of 16 March 1942, as subsequently amended and supplemented.

“Joint Venture”: a joint venture, partnership or similar arrangement, whether in corporate, partnership or other legal form.

“Junior DIP Agents”: the DIP Agents under and as defined in the Junior DIP Credit Agreement (as in effect on the Closing Date).

“Junior DIP Credit Agreement”: that certain Junior Secured Superpriority Debtor-in-Possession Credit Agreement to be entered into among the Borrower, the lenders from time to time party thereto and GLAS USA LLC, as administrative agent, collateral agent, security trustee joint and several creditor for the Secured Parties (as defined therein) and initial Escrow Agent (as defined therein) for the Secured Parties (as defined therein), which contains terms substantially similar to the terms in this Agreement and is otherwise reasonably acceptable to the DIP Agents and the Required Lenders, as amended, restated, supplemented or otherwise modified from time to time in accordance with this Agreement.

“Junior DIP Commitment Letter”: that certain Junior Secured Superpriority Debtor-in-Possession Credit Facility Commitment Letter dated June 10, 2025.

“Junior DIP Loan Documents”: the Junior DIP Credit Agreement and the other “Loan Documents” under and as defined in the Junior DIP Credit Agreement, in each case, which contain terms substantially similar to the terms in the Loan Documents and are otherwise reasonably acceptable to the DIP Agents and the Required Lenders, as each such document may be amended, restated, supplemented or otherwise modified from time to time in accordance with this Agreement.

“Legal Reservations”: (a) the principle that equitable remedies are remedies which may be granted or refused at the discretion of the court, the principle of reasonableness and fairness, the limitation of enforcement by laws relating to bankruptcy, insolvency, liquidation, reorganization, court schemes, moratoria, administration and other laws generally affecting the rights of creditors and secured creditors, and similar principles or limitations under the laws of any applicable jurisdiction, (b) the application of the relevant bankruptcy laws general principles of equity (where such concept is recognized in relevant local law), (c) the time barring of claims under applicable limitation laws (including the Limitation Act 1980 and the Foreign Limitation Periods Act 1984) and defenses of acquiescence, set-off or counterclaim and the possibility that an undertaking to assume liability for or to indemnify a person against non-payment of stamp duty may be void and defenses of set-off, counterclaim or acquiescence and similar principles or limitations under the laws of any applicable jurisdiction, (d) the principle that in certain circumstances security interests granted by way of fixed charge may be recharacterized as a floating charge or that security interests purported to be constituted as an assignment may be recharacterized as a charge, (e) the principle that additional or default interest imposed pursuant to any relevant agreement may be held to be unenforceable on the grounds that it is a penalty and thus void, (f) the principle that a court may not give effect to an indemnity for legal costs incurred by an unsuccessful litigant, (g) the principle that the creation or purported creation of collateral or security interests over (i) any asset not beneficially owned by the relevant charging company at the date of the relevant security document or (ii) any claim, other right, contract or agreement which is subject to a prohibition on transfer, assignment or charging, may be void, ineffective or invalid and may give rise to a breach of the contract or agreement over which security interests

have purportedly been created, (h) the possibility that a court may strike out a provision of a contract for rescission or oppression, undue influence or similar reason, (i) the principle that a court may not give effect to any parallel debt provisions, covenants to pay the Administrative Agent or other similar provisions, (j) the principle that certain remedies in relation to regulated entities may require further approval from government or regulatory bodies or pursuant to agreements with such bodies, (k) the principles of private and procedural laws of the relevant jurisdiction which affect the enforcement of a foreign court judgment, (l) the accessory nature of security in any applicable jurisdiction, (m) the principle that in certain circumstances pre-existing security purporting to secure any additional indebtedness, further advances or other financial accommodation following an amendment may be void, ineffective, invalid or unenforceable, (n) similar principles, rights and defenses under the laws of any relevant jurisdiction, (o) the accessory nature of certain German law governed security and (p) any other matters which are set out as qualifications or reservations (however described) as to matters of law in the legal opinions delivered under or in connection with the Loan Documents.

“Lender”: each of the banks, financial institutions and other Persons listed on the signature pages hereof as a Lender and each Person that shall become a Lender hereunder after the Closing Date pursuant to Section 2.22 and Section 10.6, in each case, for so long as such Person shall be a party to this Agreement; provided, that, unless the context otherwise requires, each reference herein to a Lender shall be deemed to include any Conduit Lender.

“Lender Advisors”: Willkie Farr & Gallagher LLP, Bayard, P.A. and any other advisors, counsel, consultants and other professionals as are reasonably required by the Required Lenders in connection with the Facility.

“Lender Fee Letter”: that certain fee letter, dated as of June 10, 2025, between the Borrower and the Lenders named therein.

“Lien”: any mortgage, pledge, hypothecation, collateral assignment, security deposit arrangement, encumbrance, lien (statutory or other), charge or other security interest of any kind or nature whatsoever (including, without limitation, any conditional sale or other title retention agreement and any capital lease having substantially the same economic effect as any of the foregoing).

“Liquidity”: at any time, the sum of unrestricted cash and Cash Equivalents of the Chapter 11 Debtors at such time.

“Liquidity Report”: as defined in Section 6.10(d).

“Loans”: as defined in Section 2.1.

“Loan Commitment”: as to each Lender, the aggregate principal amount of such Lender’s share of the Total Loan Commitments, as the same may be modified pursuant to the terms hereof.

“Loan Documents”: collectively, this Agreement, each Order, the Agents Fee Letter, the Lender Fee Letter, the Intercreditor Agreement, the Guaranty, each Security Document, each Note, each Borrowing Notice and any amendment, waiver, supplement or other modification to any of the foregoing (and each such document, a “Loan Document”).

“Loan Parties”: collectively, Holdings, the Borrower and the Subsidiary Guarantors.

“Management Conference Call”: as defined in Section 6.10(e).



“Marketing Process”: has the meaning set forth in the Restructuring Support Agreement.

“Material Adverse Effect”: a material adverse effect on (i) the business, operations, performance, properties or liabilities of the Loan Parties and their respective subsidiaries, taken as a whole, (ii) the ability of the Borrower or the Guarantors to perform their respective obligations under the Loan Documents or (iii) the ability of the DIP Agents and the Lenders to enforce the Loan Documents.

“Material Contracts”: collectively, any contract or contracts by Holdings and/or its Subsidiaries, that, when terminated, represents a loss or disruption of operations more than \$5,000,000 in value.

“Material Owned Real Property”: any real property located in the United States, or any other applicable jurisdictions as set forth in the Security Principles, owned in fee by any Loan Party having a fair market value of more than \$5,000,000, as reasonably determined in good faith by the Borrower.

“Materials of Environmental Concern”: any chemicals, materials, wastes or substances regulated, listed, defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “hazardous constituents,” “restricted hazardous materials,” “extremely hazardous substances,” “toxic substances,” “contaminants,” “pollutants,” or “toxic pollutants,” under, or for which liability or standards of conduct are imposed due to their dangerous or deleterious properties or characteristics pursuant to, any Environmental Law, including petroleum or petroleum by-products, asbestos or asbestos-containing materials or products, greenhouse gases, per- and polyfluoroalkyl substances, polychlorinated biphenyls (PCBs) or materials containing same, radioactive materials, lead-based paints or materials, radon, fungus, toxic mold, or other substances that may have an adverse effect on human health or the environment.

“Maturity Date”: the earliest of to occur of: (a) the Initial Maturity Date; *provided* that, if no Event of Default has occurred and is continuing as of such date, the Borrower may elect to extend the stated maturity date by an additional three (3) months (the “Maturity Extension”); (b) unless otherwise approved by the Required Lenders, 45 days after the entry of the Interim Order by the Bankruptcy Court if the Final Order has not been entered by the Bankruptcy Court; (c) the consummation of any sale or Disposition of all or substantially all of the Chapter 11 Debtors’ assets pursuant to a 363 Sale; (d) the substantial consummation (as defined in section 1101 of the Bankruptcy Code and which for purposes hereof shall be no later than the “effective date”) of a plan of reorganization (including a Plan of Reorganization) filed in the Chapter 11 Cases that is confirmed pursuant to an order entered by the Bankruptcy Court; (e) the date of the acceleration of the Loans and the termination of the Commitments with respect to this Facility in accordance with the terms hereof and the other Loan Documents; and (f) the date that the Loans (as defined in the Junior DIP Credit Agreement) are required to be repaid (whether at stated maturity or by acceleration).

“Maturity Extension”: as defined in the definition of “Maturity Date”.

“Milestones”: the milestones set forth on Schedule IV.

“Moody’s”: as defined in the definition of “Cash Equivalents.”

“Mortgaged Properties”: the Material Owned Real Property, if any, of any Loan Party as to which the Collateral Agent for the benefit of the Secured Parties shall be granted a Lien pursuant to the Mortgages. For the avoidance of doubt, any owned real property as to which a Junior DIP Agent or a Prepetition Agent has been granted a Lien shall be a Mortgaged Property hereunder.

“Mortgages”: all fee mortgages, mortgage deeds, deeds of trust, deeds to secure debt, and other similar instruments, executed or to be executed by any Loan Party (i) which provide the DIP Agents, for

the benefit of the Secured Parties, a Lien on Material Owned Real Property pursuant to Section 6.9(b), as amended, restated, modified, extended or supplemented from time to time.

“Multiemployer Plan”: an ERISA Plan that is a “multiemployer plan” as defined in Section 4001(a)(3) of ERISA.

“Net Cash Flow”: as used in the Approved Budget.

“Net Cash Proceeds”: (a) in connection with any Asset Sale, Extraordinary Receipt or any Recovery Event, the proceeds thereof in the form of cash and Cash Equivalents (including any such proceeds received by way of deferred payment of principal pursuant to a note or installment receivable or purchase price adjustment receivable or otherwise, but only as and when received), net of attorneys’ fees, accountants’ fees, investment banking fees and any amounts required to be applied to the repayment of Indebtedness (including, without limitation, principal, interest, premium and penalties, if any) secured by a Lien expressly permitted hereunder on the asset that is the subject of such Asset Sale, Extraordinary Receipt or Recovery Event (and no other asset) and other related fees and expenses actually incurred in connection therewith and net of taxes paid or reasonably estimated to be payable as a result thereof and net of (i) any reasonable reserves established in connection therewith, (ii) reasonable holdbacks, (iii) reasonable indemnity obligations relating thereto, (iv) in the case of any Disposition or casualty or condemnation or similar proceeding by a Joint Venture or a Non-Wholly-Owned Subsidiary, the pro rata portion of the Net Cash Proceeds thereof (calculated without regard to this clause (iv)) attributable to minority interests and not available for distribution to or for the account of Holdings, the Borrower or any other wholly-owned Subsidiary as a result thereof and (v) any funded escrow established pursuant to the documents evidencing any such sale or disposition to secure any indemnification obligations or adjustments to the purchase price associated with any such sale or disposition until such time as the funds are released back to the applicable Loan Party pursuant to such escrow agreement and (b) in connection with any issuance or sale of Capital Stock, capital contribution or any incurrence of Indebtedness, the cash proceeds received from such issuance or incurrence, net of attorneys’ fees, investment banking fees, accountants’ fees, underwriting discounts and commissions and other related fees and expenses actually incurred in connection therewith.

“Non-Bank Tax Certificate”: as defined in Section 2.19(d).

“Non-Consenting Lender”: as defined in Section 2.22(b).

“Non-Cooperative Jurisdiction”: shall mean a non-cooperative tax jurisdiction (*nicht kooperierendes Steuerhoheitsgebiet*) within the meaning of the German Defence against Tax Havens Act (*Gesetz zur Abwehr von Steuervermeidung, unfairem Steuerwettbewerb und zur Änderung weiterer Gesetze*, the “SteueroasenAbwG”) and the respective legislative decree (*Rechtsverordnung*), each as amended, supplemented or restated.

“Non-Cooperative Jurisdiction Resident Party”: shall mean a party to this Agreement that is resident in a Non-Cooperative Jurisdiction pursuant to Section 2 paragraph 2 of the SteueroasenAbwG.

“Non-Excluded Taxes”: as defined in Section 2.19(a).

“Non-Indemnifiable Taxes”: as defined in Section 2.19(a).

“Non-U.S. Lender”: as defined in Section 2.19(d).

“Non-Wholly-Owned Subsidiary”: any Subsidiary that is not a Wholly-Owned Subsidiary.

“Notes”: the collective reference to any promissory note evidencing Loans.

“Obligations”: the unpaid principal of and interest (including Default Interest and any interest accruing after the maturity of the Loans) on the Loans and all other obligations and liabilities of every nature of the Borrower and each other Loan Party, as applicable, to any Agent (including any former Agent), to any Lender or any other Secured Party, whether matured, unmatured, direct or indirect, absolute or contingent, primary, secondary, liquidated, unliquidated, disputed, undisputed, joint, joint and several, legal, equitable, secured or unsecured, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, this Agreement, any other Loan Document or any other document made, delivered or given in connection herewith or therewith, whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses (including all fees (including the Upfront Fee, the Exit Fee and the Unfunded Facility Fee), costs, expenses, charges and disbursements of counsel to the Agents or to any Lender or in respect of any Lender Advisor that are required to be paid by the Borrower or any Guarantor pursuant hereto) or otherwise, and whether or not any claim for such liability is discharged, stayed, or otherwise affected by any proceeding under any Debtor Relief Law. Without limiting the generality of the foregoing, the Obligations of the Borrower and each other Loan Party include the obligation to pay (i) disbursements, indemnities and other amounts payable by such Person under any Loan Document and (ii) all costs and expenses incurred by the Collateral Agent and/or any other Secured Party to obtain, preserve, perfect and enforce the security interest, including but not limited to all reasonable attorneys’ fees and expenses of any Agent or any other Secured Party to enforce the Obligations whether or not by litigation.

“Orders”: collectively, the Interim Order and the Final Order, or separately, the Interim Order or the Final Order, as context requires.

“Organizational Documents”: of any Person, the charter, memorandum and articles of association, articles or certificate of organization or incorporation and bylaws or other organizational or governing or constitutive documents of such Person. In respect of any Loan Party incorporated in Germany as a limited liability company (*Gesellschaft mit beschränkter Haftung*) Organizational Documents shall be a copy of the electronic extract from the commercial register (*Handelsregisterauszug*), articles of association (*Gesellschaftsvertrag*) and list of shareholders (*Gesellschafterliste*).

“Other Connection Taxes”: with respect to any DIP Agent or any Lender, Taxes imposed as a result of a present or former connection between the DIP Agents or such Lender and the jurisdiction imposing such Tax (other than connections arising solely from the applicable DIP Agent or such Lender having executed, delivered, become a party to, performed its obligations under, received payments under or enforced any Loan Document, received or perfected a security interest under, engaged in any other transaction pursuant to, or sold or assigned an interest in any Loan or Loan Document).

“Other Taxes”: any and all present or future stamp, court or documentary, intangible, recording, filing or similar taxes (including, for the avoidance of doubt, the Italian registration tax) or any other excise or property taxes, charges or similar levies (including any interest, additions to tax or penalties applicable thereto) arising from any payment made hereunder or under any other Loan Document or from the execution, delivery, performance or enforcement or registration of, from the receipt of perfection of a security interest under, or otherwise with respect to, this Agreement or any other Loan Document, except any such Taxes that Other Connection Taxes are imposed with respect to an assignment other than an assignment pursuant to Section 2.22).

“Participant”: as defined in Section 10.6(c).

“Patriot Act”: the USA PATRIOT Act Title III of Pub. L. 107-56 (signed into law October 26, 2001).

“Payment Recipient”: as defined in Section 9.14(a).

“PBGC”: the Pension Benefit Guaranty Corporation established pursuant to Subtitle A of Title IV of ERISA (or any successor).

“Perfection Requirements”: the making or the procuring of the appropriate registrations, filing, endorsements, notarization, stampings and/or notifications of or under the Collateral Documents and/or the security interests created thereunder and any other actions or steps, necessary in any jurisdiction or under any laws or regulations in order to create or perfect any security interests, or the Collateral Documents or to achieve the relevant priority expressed therein.

“Permitted Disposition”: (i) any sale or discount of past due accounts receivable in the ordinary course of business consistent with past practice; (ii) (x) any lease as lessor or license as licensor of isolated parcels of real property or isolated items of personal property (including Intellectual Property) in the ordinary course of business consistent with past practice and (y) any grant of options to purchase, lease or acquire isolated parcels of real property or isolated items of personal property (including Intellectual Property) in the ordinary course of business consistent with past practice; and (iii) any sale or exchange of isolated specific items of equipment, so long as the purpose of each sale or exchange is to acquire (and results within one hundred eighty (180) days of such sale or exchange in the acquisition of) replacement items of equipment which are, in the reasonable business judgment of Holdings, the Borrower and their Subsidiaries, the functional equivalent of the item of equipment so sold or exchanged and provided Administrative Agent has at all times after such acquisition a valid, binding, enforceable, non-avoidable, and automatically and fully and properly perfected Lien on, and security interest in, the replacement property with the same priority or better than the Collateral being sold or exchanged to the extent such disposed of property was Collateral.

“Permitted Holders”: each of the Sponsor.

“Permitted Liens”: Liens permitted by Section 7.3.

“Permitted Variances”: as defined in Section 7.1(a).

“Person”: an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Authority or other entity of whatever nature.

“Petition Date”: June 11, 2025.

“Plan of Reorganization”: a plan of reorganization under the Chapter 11 Cases (including all related schedules, supplements, exhibits and orders, as applicable) which shall provide for the payment in full of all Obligations in cash and be otherwise reasonably acceptable to the Required Lenders.

“Polish Insolvency-Restructuring Event of Default”: as defined in Section 8.1.

“Post-Closing Foreign Security Documents”: the collective reference to the collateral documents listed on Schedule 6.12.

“Prepayment Notice”: as defined in Section 2.10.

“Prepetition Administrative Agents”: collectively, the Prepetition Emergency Loan Administrative Agent and the Prepetition Senior Facility Administrative Agent.

“Prepetition Agents”: collectively, the Prepetition Administrative Agents and the Prepetition Collateral Agents.

“Prepetition Backup Facility Agreement”: that certain Loan Agreement, dated as of March 7, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof in accordance with the terms thereof), by and among Holdings, Marelli Corporation, Marelli Kyushu Corporation, Marelli Fukushima Corporation, Marelli Machine Works Japan Co., Ltd., and Mizuho Bank, Ltd.

“Prepetition Collateral Agents”: collectively, the Prepetition Emergency Loan Collateral Agent and the Prepetition Senior Facility Administrative Agent.

“Prepetition Credit Agreements”: collectively, (i) the Prepetition Backup Facility Agreement, (ii) the Prepetition Emergency Loan Agreement and (iii) the Prepetition Senior Facility Agreement.

“Prepetition Emergency Loan Administrative Agent”: Mizuho Bank, Ltd., as “Facility Agent” under, and as such term is defined in, the Prepetition Emergency Loan Agreement.

“Prepetition Emergency Loan Agreement”: that certain Loan Agreement, dated as of May 20, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof in accordance with the terms thereof), by and among Mizuho Bank, Ltd. as the lender, the Prepetition Emergency Loan Administrative Agent, the Prepetition Emergency Loan Collateral Agent and Holdings.

“Prepetition Emergency Loan Collateral Agent”: Mizuho Bank, Ltd., as “Security Agent” under, and as such term is defined in, the Prepetition Emergency Loan Agreement.

“Prepetition Lenders”: collectively, (i) the “Lender” (as defined in the Prepetition Backup Facility Agreement), (ii) the “Lenders” (as defined in the Prepetition Emergency Loan Agreement) and (iii) the “Lenders” (as defined in the Prepetition Senior Facility Agreement).

“Prepetition Loan Obligations”: collectively, (i) all obligations and undertakings of the “Borrower” (as defined in the Prepetition Backup Facility Agreement) under the Prepetition Backup Facility Agreement, (ii) all obligations and undertakings of the “Borrower” and the “Guarantors” (each as defined in the Prepetition Emergency Loan Agreement) under the Prepetition Emergency Loan Agreement and (iii) all Prepetition SFA Obligations.

“Prepetition Loan Documents”: collectively, (i) the “Loan Related Agreements” (as defined in the Prepetition Backup Facility Agreement), (ii) the “Loan Related Agreements” (as defined in the Prepetition Emergency Loan Agreement) and (iii) the “Loan Related Documents” (as defined in the Prepetition Senior Facility Agreement).

“Prepetition Secured Parties”: the Prepetition Agents and the Prepetition Lenders.

“Prepetition Senior Facility Administrative Agent”: Mizuho Bank, Ltd., as “Agent” under, and as such term is defined in, the Prepetition Senior Facility Agreement.



“Prepetition Senior Facility Agreement”: that certain Facility Agreement, dated as of March 23, 2017 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time prior to the date hereof in accordance with the terms thereof) by and among CK Holdings Co., Ltd., those lenders and arrangers party thereto, the Prepetition Senior Facility Administrative Agent, and KKR Capital Markets Japan Ltd., as the coordinator.

“Prepetition SFA Obligations”: all obligations and undertakings of the “Obligors” (as defined in the Prepetition Senior Facility Agreement) under the Prepetition Senior Facility Agreement.

“Prime Rate”: for any day, a rate per annum that is publicly quoted from time to time by The Wall Street Journal as the “Prime Rate” in the United States (or, if The Wall Street Journal ceases quoting a base rate of the type described, either (a) the per annum rate quoted as the base rate on corporate loans in a different national publication as selected by the Determination Agent and acceptable to the Required Lenders or (b) the highest per annum rate of interest published by the Federal Reserve Board in Federal Reserve statistical release H.15 (519) entitled “Selected Interest Rates” as the Bank prime loan rate or its equivalent).

“Pro Rata Share”: with respect to a Lender, the percentage obtained by dividing (a) the aggregate principal amount of outstanding Loans held by such Lender plus such Lender’s unfunded Commitment by (b) the aggregate principal amount of outstanding Loans held by all Lenders plus the unfunded Total Loan Commitments.

“Properties”: as defined in Section 4.17(a).

“Proposed Change”: as defined in Section 2.22(b).

“Recovery Event”: any event that gives rise to any recovery, settlement, award, payment, proceeds, receipts or other consideration of any kind in respect of any (a) insurance claim or condemnation proceeding payable by reason of any theft, loss, physical destruction, damage, taking, condemnation or any other similar event, (b) tax refunds (whether relating to foreign, United States, state, local or other taxes), (c) pension plan reversions, (d) judgments, settlements, determinations or any other relief or award received in connection with any cause of action and/or (e) indemnities.

“Register”: as defined in Section 10.6(b).

“Regulation H”: Regulation H of the Board as in effect from time to time.

“Related Parties”: with respect to any Person, such Person’s Affiliates and the partners, directors, trustees, shareholders, officers, directors, employees, agents, controlling persons and advisors of such Person and of such Person’s Affiliates.

“Relevant Governmental Body”: the Federal Reserve Board and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York or, in each case, any successor thereto.

“Remedies Notice Period”: “Notice Period” as defined in the Order in effect on the date of determination.

“Reportable Event”: any of the events set forth in Section 4043 of ERISA, other than those events as to which the thirty (30) calendar day notice period is waived by applicable regulations under Section 4043 of ERISA.

“Required Lenders”: at any time, the holders of at least 50.01% of the sum of (i) the aggregate unpaid principal amount of the Loans outstanding at such time and (ii) the aggregate unfunded Total Loan Commitments in effect at such time; *provided* that, so long as Deutsche Bank is a Lender that holds at least 10% of the sum of (i) the aggregate unpaid principal amount of Loans outstanding at such time and (ii) the aggregate unfunded Total Loan Commitments in effect at such time, “Required Lenders” shall include Deutsche Bank.

“Requirement of Law”: as to any Person, the charter and organizational or governing documents of such Person, and any law, treaty, rule or regulation or determination of an arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

“Resolution Authority”: an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

“Responsible Officer”: the chief executive officer, president, vice president, chief financial officer, treasurer, any company secretary or the senior vice president of finance of Holdings or the Borrower, but in any event, with respect to financial matters, the chief financial officer, treasurer or senior vice president of finance of Holdings or the Borrower.

“Restricted Payments”: as defined in Section 7.6.

“Restructuring Support Agreement”: that certain Restructuring Support Agreement (including all exhibits, schedules and attachments hereto), dated as of June 11, 2025 (as amended, supplemented, amended and restated or otherwise modified from time to time in accordance with the terms thereof), by and among each of the Chapter 11 Debtors and the Consenting Stakeholders (as defined therein).

“Return”: with respect to any Investment, any dividend, distribution, interest, fee, premium, return of capital, repayment of principal, income, profit (from a disposition or otherwise) and any other amount received or realized in respect thereof.

“Sanctioned Country”: at any time, a country or territory which itself is, or whose government is, the target of comprehensive Sanctions broadly prohibiting dealings with such government, country, or territory (currently, Cuba, Iran, North Korea, Syria, Crimea and the so-called Donetsk People’s Republic, Luhansk People’s Republic, non-governmental controlled portions of the Kherson and Zaporizhzhia regions in Ukraine).

“Sanctions”: any economic, financial or trade sanctions administered or enforced by the United States (including the United States Department of the Treasury’s Office of Foreign Assets Control (“OFAC”) and the United States Department of State), the United Nations Security Council, the European Union or its member states, or His Majesty’s Treasury of the United Kingdom.

“Sanctioned Person”: any Person that is (i) the target or subject of any Sanctions, including any Person designated on the Specially Designated Nationals and Blocked Persons list published by OFAC or any list of sanctioned persons issued by OFAC, the United States Department of State, the United Nations Security Council, the European Union or its member state, or His Majesty’s Treasury of the United Kingdom or other relevant Sanctions authority, (ii) located, organized, or resident in a Sanctioned Country (iii) owned or controlled (as such terms are defined in applicable Sanctions) by, or whose property is deemed to be owned by 50% or more by, or acting on behalf of any Person(s) identified in clauses (i) and/or (ii) above such that such Person is subject to the same restrictions or prohibitions as such Person(s).

“S&P”: as defined in the definition of “Cash Equivalents.”

“SEC”: the Securities and Exchange Commission, any successor thereto and any analogous Governmental Authority.

“Secured Parties”: collectively, the Lenders, and each of the DIP Agents, for and on behalf of itself and the Lenders.

“Securities Act”: the Securities Act of 1933, as amended, and the rules and regulations of the SEC promulgated thereunder.

“Security Agreement”: that certain First-Out Super-Senior Secured Superpriority Debtor-in-Possession Security Agreement to be entered into by the Borrower, certain of the Guarantors and the DIP Agents, substantially in the form of Exhibit G.

“Security Documents”: the collective reference to the Security Agreement, the Orders, any Mortgages, the Foreign Security Documents and all other security documents hereafter delivered to the DIP Agents granting, perfecting or recording a Lien on any property of any Person to secure the obligations and liabilities of any Loan Party under any Loan Document.

“Security Principles”: the security principles set forth on Schedule VII.

“Single Employer Plan”: any ERISA Plan that is covered by Title IV of ERISA or Sections 412 or 430 of the Code, but that is not a Multiemployer Plan.

“SOFR”: a rate equal to the secured overnight financing rate as administered by the SOFR Administrator.

“SOFR Administrator”: the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

“SOFR Administrator’s Website”: the website of the Federal Reserve Bank of New York, currently at <http://www.newyorkfed.org>, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.

“SOFR Loans”: Loans, the rate of interest applicable to which is based upon the Term SOFR Rate.

“SOFR Rate Day”: as specified in the definition of “Daily Simple SOFR.”

“Spain”: the Kingdom of Spain.

“Spanish Civil Code”: the Spanish Civil Code (*Real Decreto de 24 de julio de 1889 por el que se publica el Código Civil*), as amended from time to time.

“Spanish Civil Procedural Law”: the Spanish Law 1/2000 of 7 January (*Ley 1/2000 de 7 de enero de Enjuiciamiento Civil*), as amended from time to time.

“Spanish Collateral Document”: any Loan Security Document governed by Spanish law.

“Spanish Loan Party”: any Loan Party that is incorporated or organized under the laws of Spain.



“Spanish Insolvency Act”: Royal Legislative Decree 1/2020, of 5 May, approving the revised text of the Spanish Insolvency Act (*Real Decreto Legislativo 1/2020, de 5 de mayo, por el que se aprueba el texto refundido de la Ley Concursal*) as amended from time to time.

“Spanish Public Document”: a Spanish law *documento público*, being either an *escritura pública* or a *póliza o efecto intervenido por notario español*.

“Sponsor”: KKR & Co. Inc. and its Affiliates.

“Spot Rate”: for any currency, the rate determined by the Administrative Agent consistent with its customary policies and procedures for obtaining a spot rate for such currency with another currency at approximately 11:00 a.m. on the date two (2) Business Days prior to the date as of which the foreign exchange computation is made.

“State”: each of the fifty (50) states of the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa and the Northern Mariana Islands.

“Subsidiary”: as to any Person, a corporation, partnership, limited liability company or other entity of which shares of stock or other ownership interests having ordinary voting power (other than stock or such other ownership interests having such power only by reason of the happening of a contingency) to elect a majority of the board of directors or other managers of such corporation, partnership or other entity are at the time owned by such Person. Unless otherwise specified, all references herein to a “Subsidiary” or to “Subsidiaries” shall refer to a Subsidiary or Subsidiaries of Holdings.

“Subsidiary Guarantor”: (a) on the Closing Date, each Subsidiary of Holdings that executes and delivers the Guaranty as a Guarantor on the signature pages thereto (which, for the avoidance of doubt, shall include Intermediate Holdings and each Subsidiary of the Borrower listed on Schedule VI) and (b) from time to time, to the extent not party to the Guaranty on the Closing Date, each direct or indirect Subsidiary of Holdings that, pursuant to Section 6.9 or Section 6.12, becomes a party to the Guaranty as a Guarantor and a party to the Security Agreement and/or any Foreign Security Document as a grantor thereunder, or that otherwise guarantees all or any part of the Obligations as a guarantor.

“Superior Proposal”: has the meaning set forth in the Restructuring Support Agreement.

“Survey”: ALTA surveys with respect to each Material Owned Real Property subject to a Mortgage; provided, however, that a survey shall not be required to the extent that (x) an existing survey together with an “affidavit of no change” satisfactory to the Title Company is delivered to the Collateral Agent and the Title Company and (y) the Title Company removes the standard survey exception and provides reasonable and customary survey related endorsements and other coverage in the applicable title insurance policy.

“Swap Agreement”: any agreement with respect to any swap, forward, future or derivative transaction or option or similar agreement involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions; provided that no phantom stock or similar plan providing for payments only on account of services provided by current or former directors, officers, employees or consultants of Holdings or any of its Subsidiaries shall be a “Swap Agreement.”

“Taxes”: as defined in Section 2.19(a).

“Term Benchmark Borrowing”: refers to whether a loan is bearing interest at a rate determined by reference to the Term SOFR Rate.

“Term SOFR Administrator”: CME Group Benchmark Administration Limited as administrator of the forward-looking term Secured Overnight Financing Rate (SOFR) (or a successor administrator).

“Term SOFR Determination Day”: specified under the definition of “Term SOFR Reference Rate.”

“Term SOFR Rate”: with respect to any Term Benchmark Borrowing denominated in Dollars and for any tenor comparable to the applicable Interest Period, the Term SOFR Reference Rate at approximately 5:00 a.m., New York City time, two Business Days prior to the commencement of such tenor comparable to the applicable Interest Period, as such rate is published by the Term SOFR Administrator; provided that if the Term SOFR Rate as so determined would be less than the Floor, such rate shall be deemed to be equal to the Floor for the purposes of this Agreement.

“Term SOFR Reference Rate”: for any day and time (such day, the “Term SOFR Determination Day”), with respect to any Term Benchmark Borrowing denominated in Dollars and for any tenor comparable to the applicable Interest Period, the rate per annum published by the Term SOFR Administrator and identified by the Determination Agent as the forward-looking term rate based on SOFR. If by 5:00 p.m. (New York City time) on such Term SOFR Determination Day, the “Term SOFR Reference Rate” for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Rate has not occurred, then, so long as such day is otherwise a Business Day, the Term SOFR Reference Rate for such Term SOFR Determination Day will be the Term SOFR Reference Rate as published in respect of the first preceding Business Day for which such Term SOFR Reference Rate was published by the Term SOFR Administrator, so long as such first preceding Business Day is not more than five (5) Business Days prior to such Term SOFR Determination Day.

“Testing Period”: as defined in Section 6.10(c).

“Title Company”: any title insurance company as shall be retained by the Borrower and reasonably acceptable to the Required Lenders.

“Total Loan Commitments”: an original aggregate principal amount not to exceed \$864,782,594, being the sum of the aggregate principal amounts of the Commitments of each Lender.

“Transactions”: the Financing Transactions and the Chapter 11 Cases, and any other transactions contemplated thereby.

“Transferee”: any Assignee or Participant.

“Type”: as to any Loan, its nature as an ABR Loan or a SOFR Loan.

“United States” and “U.S.”: the United States of America.

“Updated Budget”: as defined in Section 6.10(b).

“Upfront Fee”: as defined in Section 2.8(b).

“UK Companies Act 2006”: the Companies Act 2006 as in force in England and Wales from time to time.

“UK Financial Institutions”: any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

“UK Plans”: LLR Group Pension Scheme, CAP Group Pension Scheme, MKL Group Pension Scheme, Carello Lighting Works Pension Scheme, Magneti Marelli Supplementary Retirement Benefits Scheme, Carello Lighting Staff Pension Scheme.

“UK Resolution Authority”: the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

“Unfunded Facility Fee”: as defined in Section 2.8(c).

“Variance Reports”: as defined in Section 6.10(c).

“VAT”:

- (a) any value added tax imposed pursuant to the United Kingdom Value Added Tax Act 1994;
- (b) any tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112) (as amended) and any national legislation implementing that Directive or any predecessor to it or supplemental to that Directive; and
- (c) any other tax of a similar nature, whether imposed in the United Kingdom or in a member state of the European Union in substitution for, or levied in addition to, such tax referred to in paragraphs (a) or (b) above, or imposed elsewhere.

“Wholly-Owned Subsidiary”: as to any Person, any other Person all of the Capital Stock of which (other than directors’ qualifying shares required by law) is owned by such Person directly and/or through other Wholly-Owned Subsidiaries.

“Write-Down and Conversion Powers”: (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule, and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

## **1.2 Other Definitional Provisions.**

- (a) Unless otherwise specified therein, all terms defined in this Agreement shall have the defined meanings when used in the other Loan Documents or any certificate or other document made or delivered pursuant hereto or thereto.

(b) As used herein and in the other Loan Documents, and any certificate or other document made or delivered pursuant hereto or thereto, (i) accounting terms relating to any Loan Party or any of its Subsidiaries not defined in Section 1.1 and accounting terms partly defined in Section 1.1, to the extent not defined, shall have the respective meanings given to them under the Accounting Principles as in effect from time to time, (ii) the words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation,” (iii) the word “incur” shall be construed to mean incur, create, issue, assume, become liable in respect of or suffer to exist (and the words “incurred” and “incurrence” shall have correlative meanings), (iv) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, Capital Stock, securities, revenues, accounts, leasehold interests and contract rights, (v) references to agreements or other Contractual Obligations shall, unless otherwise specified, be deemed to refer to such agreements or Contractual Obligations as amended, supplemented, restated or otherwise modified from time to time and (vi) the word “knowledge” when used with respect to any Loan Party shall be deemed to be a reference to the knowledge of any Responsible Officer.

(c) [Reserved.]

(d) Except to the extent expressly specified to the contrary herein, any determination being made or any action required to be taken (including any payment required to be made) pursuant to this Agreement or any other Loan Document on a day that is not a Business Day shall be deemed to be determined or required to be taken on the next succeeding Business Day.

(e) All certifications to be made hereunder by an officer or representative of a Loan Party shall be made by such a Person in his or her capacity solely as an officer or a representative of such Loan Party, on such Loan Party’s behalf and not in such Person’s individual capacity.

(f) In the event that any Lien, Investment, Indebtedness (whether at the time of incurrence or upon application of all or a portion of the proceeds thereof), Disposition, Restricted Payment, Affiliate transaction, restrictive agreement or prepayment of Indebtedness meets the criteria of one or more than one of the categories of transactions then permitted pursuant to any clause of such Sections in Section 7, such transaction (or portion thereof) at any time shall be permitted under one or more of such clauses as determined by the Borrower in its sole discretion at such time.

(g) The words “hereof,” “herein” and “hereunder” and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section, Schedule and Exhibit references are to this Agreement unless otherwise specified.

(h) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

**1.3 Divisions.** For all purposes under the Loan Documents, in connection with any division or plan of division under the laws of the State of Delaware (or any comparable event under a different jurisdiction’s laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized and acquired on the first date of its existence by the holders of its equity interests at such time.

**1.4** [Reserved].

**1.5 Currencies.** For purposes of any determination under Section 6, Section 7 or Section 8 or any determination under any other provision of this Agreement expressly requiring the use of a current exchange rate, all amounts incurred, outstanding, replaced or otherwise refinanced or proposed to be incurred, outstanding, replaced or otherwise refinanced in currencies other than Dollars shall be translated into Dollars at the Spot Rate in effect on the date of such determination; provided, however, that for purposes of determining compliance with Section 7 with respect to the amount of any Indebtedness, Investment, Lien, Asset Sale, or Restricted Payment in a currency other than Dollars, no Default or Event of Default shall be deemed to have occurred solely as a result of changes in rates of exchange occurring after the time such Indebtedness, Lien or Investment is incurred (or, in the case of revolving Indebtedness, first committed) or after such Asset Sale or Restricted Payment is made; provided, further, for the avoidance of doubt, the foregoing provisions of this Section 1.5 shall otherwise apply to such Sections, including with respect to determining whether any Indebtedness, Lien, or Investment may be incurred or Asset Sale or Restricted Payment made at any time under such Sections.

**1.6 Security Principles.** Each guaranty and security document delivered or to be delivered by any Foreign Loan Party under this Agreement and any obligation by any Foreign Loan Party to enter into such guaranty or security document shall be subject in all respects to the Security Principles and the Guarantee Limitations.

**1.7 Foreign Terms.**

(a) Authorisation. Each party to this Agreement granting an authorisation or power of attorney to any other person (for the purpose of this Clause 1.6, the “Authorised Person”) under this Agreement or any other Loan Document hereby releases, to the extent legally possible, such other person from any restriction for self-dealing or double representation (including any such restrictions arising under § 181 of the German Civil Code (*Bürgerliches Gesetzbuch – BGB*)) and the Authorised Person may release, to the extent legally possible, any person that it sub-authorises or grants a sub-power of attorney from the same restrictions. Any party under this Agreement prevented by applicable law or its constitutional documents to grant the release from the restriction for self-dealing or double representation (including any such restrictions arising under § 181 of the German Civil Code (*Bürgerliches Gesetzbuch – BGB*)) shall notify the relevant Authorised Person without undue delay.

## SECTION 2

### AMOUNT AND TERMS OF COMMITMENTS

**2.1 Loan Commitments.**

(a) Subject to the terms and conditions hereof, the Orders and the Approved Budget, each Lender hereby severally, but not jointly, agree to make term loans (the “Loans”):

(i) during the Initial Availability Period, once (but not more than once) in an aggregate principal amount equal to \$518,869,557 (the “Initial Loans”). The Initial Loans made by the Lenders pursuant to this Section 2.1(a)(i) shall be made in accordance with their respective pro rata share of the aggregate Initial Loan Commitments. Each Lender’s Initial Loan Commitment shall be reduced on a dollar-for-dollar basis in an amount equal to the Initial Loans funded thereunder. Without limiting the generality of the foregoing, in no event shall any Lender be required to make any Initial Loans at any time in an amount that exceeds such Lender’s Initial Loan Commitment in effect at such time; and



(ii) during the Final Availability Period and on or after the Final Facility Effective Date, once (but not more than once) in an aggregate principal amount equal to \$345,913,037 (the “Delayed-Draw Loans”). The Delayed-Draw Loans made by the Lenders pursuant to this Section 2.1(a)(ii) shall be made in accordance with their respective pro rata share of the aggregate Delayed-Draw Loan Commitments. Each Lender’s Delayed-Draw Loan Commitment shall be reduced on a dollar-for-dollar basis in an amount equal to the Delayed-Draw Loans funded thereunder. Without limiting the generality of the foregoing, in no event shall any Lender be required to make any Delayed-Draw Loans at any time in an amount that exceeds such Lender’s Delayed-Draw Loan Commitment in effect at such time.

(b) Amounts prepaid or repaid on account of the Loans may not be reborrowed.

**2.2 Procedure for Loan Borrowings.** In order to request a Loan, the Borrower shall give the Administrative Agent an executed Borrowing Notice in respect of such Loan, which (a) shall specify for the Borrower (i) the proposed Borrowing Date, (ii) the aggregate principal amount of the requested Loan and (iii) the Type of Loan requested and (b) must be received by the Administrative Agent prior to 12:00 p.m., New York City time, (i) with respect to the Initial Loans, no later than two (2) Business Days prior to the anticipated Borrowing Date and (ii) with respect to any Loan other than the Initial Loans, three (3) Business Days prior to the anticipated Borrowing Date (or such shorter period as the Required Lenders and the Administrative Agent are willing to accommodate). Upon receipt of any such Borrowing Notice, the Administrative Agent shall promptly notify each Lender thereof (including of the details of the Loan requested thereunder). Not later than 8:00 a.m., New York City time, with respect to the Loans that are SOFR Loans, one (1) Business Day prior to the applicable Borrowing Date, each Lender shall, subject to the terms and conditions of this Agreement and the other Loan Documents, make available to the Administrative Agent, by wire transfer of same day funds in Dollars into the Agent Account, an amount in immediately available funds equal to its pro rata share of the aggregate principal amount of the applicable Loan being made on such Borrowing Date. Upon receipt of all such requested funds from the Lenders and subject to the terms and conditions of this Agreement and the other Loan Documents, the Administrative Agent shall deposit the applicable amounts into the account designated by the Borrower in the applicable Borrowing Notice with the aggregate principal amount of the applicable Loan in Dollars in immediately available funds.

**2.3 Repayment of Loans.** On the Maturity Date (a) all outstanding Obligations shall be due and payable, (b) the Borrower shall pay (i) the aggregate principal amount of Loans outstanding on such date, together with all accrued and unpaid interest thereon, and (ii) the aggregate amount of all other accrued and unpaid Obligations owing hereunder on such date, and all Loan Commitments shall terminate and cease to be in effect. All payments made pursuant to this Section 2.3 shall be made in accordance with Section 2.17 and otherwise in accordance with this Agreement.

**2.4 Termination of Commitments.**

(a) The Initial Loan Commitment of each Lender shall terminate in full upon the funding of the Initial Loans pursuant to Section 2.1(a)(i).

(b) The Delayed-Draw Loan Commitment of each Lender shall terminate in full upon the funding of the Delayed-Draw Loans pursuant to Section 2.1(a)(ii).

**2.5 [Reserved.]**

**2.6 [Reserved.]**

**2.7 [Reserved.]****2.8 Certain Other Borrower Payments, Fees, Etc.**

(a) The Borrower agrees to pay (i) to the DIP Agents, for the account of the DIP Agents and not for the account of any Lender, the fees and other amounts set forth in the Agents Fee Letter and any other amounts owing to the DIP Agents under this Agreement and (ii) to the applicable Lender(s), for the account of such Lender(s) and not for the account of any other Lender, the fees and other amounts set forth in the Lender Fee Letter, in each case, in the manner and at the times specified therein and herein, as applicable.

(b) The Borrower agrees to pay to the Administrative Agent, for the ratable account of each Lender, an upfront fee (the “Upfront Fee”) in cash in an amount equal to 0.50% of the Loans made by such Lender on any Borrowing Date in respect of such Loans. The Upfront Fee shall be fully earned upon the entry of the Interim Order and shall be due and payable on the applicable Borrowing Date with respect to the Loans funded by such Lender on such Borrowing Date.

(c) The Borrower agrees to pay to the Administrative Agent, for the ratable account of the Lenders in accordance with their respective pro rata shares of the unfunded Loan Commitments, a non-refundable fee (the “Unfunded Facility Fee”) in cash in an amount equal to 8.00% per annum of the aggregate unfunded Loan Commitments in effect on such date, which Unfunded Facility Fee shall accrue daily commencing on the Closing Date and shall be payable in cash in arrears on the first Business Day of each month commencing thereafter and, if applicable, on the Maturity Date.

(d) The Borrower agrees to pay to the Administrative Agent, for the ratable account of each Lender, upon, and on the date of, any prepayment (whether voluntary or mandatory) or repayment of any Loans (or any other satisfaction in respect thereof) or any cancellation of any Commitment in respect thereof (in each case in whole or in part), whether at maturity, by acceleration or otherwise, an exit fee (the “Exit Fee”) in cash in an amount equal to 2.00% of the original principal amount of the Loans so prepaid, repaid, refinanced, accelerated, or the commitments with respect to any Loans are cancelled.

(e) In addition to the foregoing, the Borrower and each of the other Loan Parties agree to pay to the DIP Agents and the Lenders any applicable premium, any other fees and expense reimbursements set forth in the Agents Fee Letter or other Loan Document or as otherwise separately agreed by the parties, in such amounts and at such times so specified.

**2.9 [Reserved].**

**2.10 Optional Prepayments.** The Borrower may, at any time and from time to time prior to the Maturity Date, prepay the Loans, in whole or in part, without any penalty or premium upon notice (which may be conditional) substantially in the form of Exhibit D and in form and substance satisfactory to the Administrative Agent (the “Prepayment Notice”) delivered to the Administrative Agent no later than 12:00 Noon, New York City time, at least three (3) Business Days prior thereto, in the case of SOFR Loans, and no later than 12:00 Noon, New York City time, at least one (1) Business Day prior thereto, in the case of ABR Loans, which Prepayment Notice shall specify the date and amount of the proposed prepayment and the Type of Loans that are to be prepaid. If a SOFR Loan is prepaid on any day other than the last day of the Interest Period applicable thereto, the Borrower shall also pay any amounts owing pursuant to Section 2.20. Upon receipt of any such Prepayment Notice, the Administrative Agent shall promptly notify each Lender thereof. The amount specified in such Prepayment Notice shall be due and payable in cash on the prepayment date specified therein, together with accrued and unpaid interest to such date on the amount prepaid and any amounts payable pursuant to Section 2.20. Partial prepayments of Loans shall be in an



aggregate principal amount of \$500,000 or a whole multiple thereof. Each prepayment of Loans under this Section 2.10 shall be accompanied by accrued interest to the date of such prepayment on the amount prepaid and any amounts payable pursuant to Section 2.20. In connection with any optional prepayment of borrowings hereunder, the Administrative Agent will promptly following receipt of funds pursuant to Section 2.10 notify each Lender of such Lender's *pro rata* share of the prepayment.

## **2.11 Mandatory Prepayments.**

(a) If any Loan Party or Subsidiary thereof shall issue or incur any Indebtedness not permitted by Section 7.2, an amount equal to 100% of the Net Cash Proceeds thereof shall be applied as soon as practicable but in any event within five (5) Business Days after such issuance or incurrence toward the prepayment of the Loans on a *pro rata* basis in the order set forth in Section 2.11(d).

(b) If on any date Holdings, the Borrower or any of Holdings' other Subsidiaries shall receive Net Cash Proceeds from any Asset Sale, Recovery Event, any issuance or sale of Capital Stock (and other than cash capital contributions by Holdings or any Subsidiary of Holdings to any Subsidiary of Holdings) or any Extraordinary Receipt, then the amount of such Net Cash Proceeds shall be applied as soon as practicable but in any event within five (5) Business Days after the date of receipt thereof toward the prepayment of the Loans on a *pro rata* basis in the order set forth in Section 2.11(d); provided that, the Loan Parties shall be permitted to apply the Net Cash Proceeds of any Recovery Event described in clause (a) of the definition thereof or any Extraordinary Receipt for reinvestment in their business within 180 days after the receipt of such Net Cash Proceeds; it being agreed that to the extent all or any portion of such Net Cash Proceeds are not reinvested as so contemplated within such 180-day period, the remaining portion of such Net Cash Proceeds shall be applied to make a prepayment pursuant to this Section 2.11(b) within two (2) Business Days of the expiration of such time period.

(c) [Reserved].

(d) Each prepayment of Loans under this Section 2.11 shall be accompanied by accrued and unpaid interest to the date of such prepayment on the amount prepaid and any amounts payable pursuant to Section 2.20.

(e) Notwithstanding any other provisions of this Section 2.11, (i) to the extent that a Disposition by a Foreign Subsidiary gives rise to a prepayment obligation pursuant to Section 2.11(b) of this Agreement (a "Foreign Disposition") and the repatriation to the United States of the Net Cash Proceeds from such Foreign Disposition would be (x) prohibited or delayed by applicable local law or (y) restricted by applicable organizational or constitutive documents or any agreement, the portion of such Net Cash Proceeds so affected will not be taken into account in measuring the Borrower's obligation to prepay Loans as provided in Section 2.11(b), and instead, such amounts may be retained by the applicable Foreign Subsidiary, and (ii) to the extent that Borrower and the Required Lenders have determined in good faith that (x) repatriation of any of or all the Net Cash Proceeds of any Foreign Disposition would have a material adverse tax cost consequence (taking into account foreign tax credits and other tax attributes) which for the avoidance of doubt, includes, but is not limited to, any repatriation whereby doing so the Borrower, any Subsidiary or any of their respective Affiliates and/or equity partners would incur a material tax liability, including a material tax dividend, material deemed dividend pursuant to Code Section 956 or a material withholding tax and (y) no other structures for repatriating the Net Cash Proceeds are reasonably available, the Net Cash Proceeds so affected may be retained by the applicable Foreign Subsidiary; provided, however, (A) no such adverse tax cost consequence shall exist to the extent that the United States party that would include taxable income from the repatriation has net operating losses or net operating loss carryovers equal to or exceeding such income that can be used to actually offset such income in the taxable year in which such repatriation occurs and (B) if and to the extent the condition that prevented the applicable

prepayment to be made shall cease to exist, the Borrower shall within five (5) Business Days of such cessation apply such Net Cash Proceeds as a prepayment pursuant to this Section 2.11. The non-application of any prepayment amounts as a consequence of the foregoing provisions will not, for the avoidance of doubt, constitute a Default or an Event of Default.

(f) In connection with any mandatory prepayment of borrowings hereunder, the Administrative Agent will promptly following receipt of funds pursuant to Section 2.11(a) or (b) notify each Lender of such Lender's *pro rata* share of the prepayment.

## **2.12 Conversion and Continuation Options.**

(a) The Borrower may elect from time to time to convert SOFR Loans to ABR Loans by giving the Administrative Agent prior irrevocable notice of such election no later than 12:00 Noon, New York City time, on the Business Day preceding the proposed conversion date; provided, that any such conversion of SOFR Loans may only be made on the last day of an Interest Period with respect thereto. The Borrower may elect from time to time to convert ABR Loans to SOFR Loans by giving the Administrative Agent prior irrevocable notice of such election substantially in the form of Exhibit E no later than 12:00 Noon, New York City time, on the third (3rd) Business Day preceding the proposed conversion date (which notice shall specify the length of the initial Interest Period therefor); provided, that no ABR Loan may be converted into a SOFR Loan in excess of one month when any Event of Default has occurred and is continuing and the Required Lenders have determined in their sole discretion not to permit such conversions. Upon receipt of any such notice the Administrative Agent shall promptly notify each Lender thereof.

(b) Any Loan that is a SOFR Loan may be continued as a SOFR Loan upon the expiration of the then current Interest Period with respect thereto by the Borrower giving irrevocable notice to the Administrative Agent, in accordance with the applicable provisions of the term "Interest Period" set forth in Section 1.1, of the length of the next Interest Period to be applicable to such Loans; provided, that, no SOFR Loan in excess of one month may be continued as such when any Event of Default has occurred and is continuing and the Required Lenders have determined in their sole discretion not to permit such continuations and, provided, further, that (i) if the Borrower fails to give any required notice as described above in this paragraph or (ii) if such continuation is not permitted pursuant to the preceding proviso such SOFR Loans shall be automatically converted to ABR Loans on the last day of such then expiring Interest Period. Upon receipt of any such notice the Administrative Agent shall promptly notify each Lender thereof.

**2.13 Limitations on SOFR Loans.** Notwithstanding anything to the contrary in this Agreement, all borrowings, conversions and continuations of Loans which are SOFR Loans shall be in such amounts and be made pursuant to such elections so that, after giving effect thereto, the aggregate principal amount of the SOFR Loans comprising each tranche of such Loans shall be equal to \$250,000 or a whole multiple of \$100,000 in excess thereof.

## **2.14 Interest Rates and Payment Dates.**

(a) Each SOFR Loan shall bear interest for each day during each Interest Period with respect thereto at a rate per annum equal to the Term SOFR Rate determined for such day plus the Applicable Margin.

(b) Each ABR Loan shall bear interest at a rate per annum equal to the ABR on each date plus the Applicable Margin.

(c) [Reserved].

(d) [Reserved].

(e) [Reserved].

(f) Upon the occurrence and during the continuance of any Event of Default, the outstanding principal balance of the Loans and all other Obligations shall, to the extent permitted by law, automatically accrue interest at a rate equal to, (y) in the case of SOFR Loans or ABR Loans, the rate set forth in Section 2.14(a) or (b), as applicable, plus 2.00% per annum, or (z) for all other amounts, the Applicable Margin for ABR Loans plus the ABR plus 2.00% per annum, each as in effect from time to time (such interest, the “Default Interest”).

(g) All interest accruing hereunder shall be payable as follows:

(i) All accrued and unpaid interest shall be paid in cash on the applicable Interest Payment Date.

(ii) All accrued and unpaid Default Interest shall be payable in cash on demand.

(h) Except as expressly specified to the contrary in this Agreement, whenever this Agreement requires any accrued and outstanding interest to be paid hereunder on any date, all accrued Default Interest outstanding on such date shall also be payable at such time.

## **2.15 Computation of Interest and Fees.**

(a) Interest and fees payable pursuant hereto shall be calculated on the basis of a three hundred sixty- (360-) day year for the actual days elapsed, except that, with respect to ABR Loans the rate of interest on which is calculated on the basis of the Prime Rate, the interest thereon shall be calculated on the basis of a three hundred sixty-five (365) (or three hundred sixty-six (366), as the case may be) day year for the actual days elapsed. The Determination Agent shall as soon as practicable notify the Borrower, the DIP Agents and the Lenders of each determination of the Term SOFR Rate. Any change in the interest rate on a Loan resulting from a change in the ABR shall become effective as of the opening of business on the day on which such change becomes effective. The Determination Agent shall as soon as practicable notify the Borrower and the Lenders of the effective date and the amount of each such change in interest rate.

(b) Each determination of an interest rate by the Determination Agent pursuant to any provision of this Agreement shall be conclusive and binding on the Borrower and the Lenders in the absence of manifest error. The Determination Agent shall, at the request of the Borrower, deliver to the Borrower a statement showing the quotations used by the Determination Agent in determining any interest rate pursuant to Section 2.14.

**2.16 Inability to Determine Interest Rate.** Subject to Section 2.24, if prior to the first day of any Interest Period:

(a) the Determination Agent shall have determined (which determination shall be conclusive and binding upon the Borrower) that, by reason of circumstances affecting the relevant market, adequate and reasonable means do not exist for ascertaining the Term SOFR Rate for such Interest Period, or

(b) the Determination Agent shall have received notice from the Required Lenders that the Term SOFR Rate determined or to be determined for such Interest Period will not adequately and fairly reflect the cost to such Lenders (as conclusively certified by such Lenders) of making or maintaining their affected Loans during such Interest Period,

in each case of the foregoing (a) and (b), the Determination Agent shall give telecopy or telephonic notice thereof to the Borrower and the Lenders as soon as practicable thereafter. If such notice is given, (x) any SOFR Loans requested to be made on the first day of such Interest Period shall be made as ABR Loans, (y) any Loans that were to have been converted on the first day of such Interest Period to SOFR Loans shall be continued as ABR Loans and (z) any outstanding SOFR Loans shall be converted, on the last day of the then-current Interest Period, to ABR Loans. Until such notice has been withdrawn by the Administrative Agent, no further SOFR Loans shall be made or continued as such, nor shall the Borrower have the right to convert Loans to SOFR Loans.

## **2.17 Pro Rata Treatment and Payments; Sharing of Payments.**

(a) Each borrowing by the Borrower from the Lenders hereunder and any reduction of the Loan Commitments of the Lenders shall be made in accordance with the Lenders' respective Pro Rata Share.

(b) Each payment (including each prepayment) by the Borrower on account of principal of and interest on the Loans shall be made (i) in the case of principal, *pro rata* according to the respective outstanding principal amounts of the Loans then held by the Lenders, and (ii) in the case of interest, *pro rata* according to the respective amounts of accrued and unpaid interest on the Loans then due to the Lenders. The amount of each principal prepayment of the Loans shall be applied to reduce the then remaining installments of the Loans as directed by the Borrower by notice to the Administrative Agent (and absent such notice, in direct order of maturity thereof).

(c) [Reserved].

(d) All payments (including prepayments) to be made by the Borrower or any other Loan Party under this Agreement or any other Loan Document, whether on account of principal, interest, fees, other Obligations or otherwise, shall be made without setoff or counterclaim and shall be made prior to 2:00 p.m., New York City time (or such other time as the DIP Agents are willing to accommodate in their absolute discretion), on the due date thereof to the DIP Agents into the Agent Account, in cash in the same currency in which such Loan is denominated and in immediately available funds. The DIP Agents shall distribute such payments to the Lenders (or, in the case of amounts payable to it, retained by the applicable DIP Agent) promptly upon receipt in like funds as received. All amounts received by the DIP Agents after 2:00 p.m., New York City time on any applicable payment date shall be deemed to have been received on the next succeeding Business Day and any applicable interest or fees shall continue to accrue, and the DIP Agents may (but shall at the direction of the Required Lenders) deem any payment by or on behalf of the Borrower or any other Loan Party that is not made in same day funds prior to 2:00 p.m., New York City time (or such other time as the DIP Agents are willing to accommodate in its absolute discretion) to be a non-conforming payment. Any such non-conforming payment shall not be deemed to have been received by the applicable Agent until the later of (i) the time such funds become available funds, and (ii) the applicable next Business Day. The Administrative Agent shall give written notice (which may be by electronic means) to the Borrower and each applicable Lender if any payment is non-conforming. Any non-conforming payment may constitute or become a Default or Event of Default in accordance with the terms of Section 8.1(a). If any payment hereunder becomes due and payable on a day other than a Business Day, such payment shall be extended to the next succeeding Business Day. In the case of any extension of any payment of principal pursuant to the preceding two sentences, interest thereon shall be payable at the then applicable rate during such extension.

(e) Unless the Administrative Agent shall have been notified in writing by any Lender prior to a borrowing that such Lender will not make the amount that would constitute its share of such borrowing available to the Administrative Agent, the Administrative Agent may assume that such Lender is making

such amount available to the Administrative Agent, and the Administrative Agent may, in reliance upon such assumption, but shall not be required to, make available to the Borrower a corresponding amount. If such amount is not made available to the Administrative Agent by the required time on the Borrowing Date therefor, such Lender shall pay to the Administrative Agent, on demand, such amount with interest thereon, at a rate equal to the greater of (i) the Federal Funds Effective Rate and (ii) a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation, for the period until such Lender makes such amount immediately available to the Administrative Agent. A certificate of the Administrative Agent submitted to any Lender with respect to any amounts owing under this paragraph shall be conclusive in the absence of manifest error. If such Lender's share of such borrowing is not made available to the Administrative Agent by such Lender within three (3) Business Days after such Borrowing Date, the Administrative Agent shall also be entitled to recover such amount with interest thereon at the rate per annum applicable to ABR Loans, on demand, from the Borrower. If the Borrower and such Lender shall pay such interest to the Administrative Agent for the same or an overlapping period, the Administrative Agent shall promptly remit to the Borrower the amount of such interest paid by the Borrower for such period. If such Lender pays its share of the applicable borrowing to the Administrative Agent, then the amount so paid shall constitute such Lender's Loan included in such borrowing. Any payment by the Borrower shall be without prejudice to any claim the Borrower may have against a Lender that shall have failed to make such payment to the Administrative Agent.

(f) Unless the Administrative Agent shall have been notified in writing by the Borrower prior to the date of any payment due to be made by the Borrower hereunder that the Borrower will not make such payment to the Administrative Agent, the Administrative Agent may assume that the Borrower are making such payment, and the Administrative Agent may, but shall not be required to, in reliance upon such assumption, make available to the applicable Lenders their respective pro rata shares of a corresponding amount. If such payment is not made, to the Administrative Agent by the Borrower within three (3) Business Days after such due date, the Administrative Agent shall be entitled to recover, on demand, from each Lender to which any amount which was made available pursuant to the preceding sentence, with interest thereon at the rate per annum equal to the daily average Federal Funds Effective Rate. Nothing herein shall be deemed to limit the rights of the Administrative Agent or any Lender against the Borrower.

## **2.18 Requirements of Law.**

(a) If any Change in Law shall:

(i) shall legally impose, modify or hold applicable any reserve, special deposit, compulsory loan or similar requirement against assets held by, deposits or other liabilities in or for the account of, advances, loans or other extensions of credit by, or any other acquisition of funds by, any office of such Lender that is not otherwise included in the determination of the Term SOFR Rate;

(ii) subject any recipient to any Taxes (other than (A) Non-Excluded Taxes, (B) Connection Income Taxes, (C) Other Taxes and (D) Non-Indemnifiable Taxes) on its loans, loan principal, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto; or

(iii) shall impose on such Lender any other condition;

and the result of any of the foregoing is to increase the cost to such Lender, by an amount that such Lender deems to be material, of making, converting into, continuing or maintaining SOFR Loans or to reduce any amount receivable by such Lender hereunder in respect thereof, then, in any such case, the Borrower shall promptly and in any event within five (5) Business Days pay such Lender, upon its written demand, any



additional amounts necessary to compensate such Lender for such increased cost or reduced amount receivable. If any Lender becomes entitled to claim any additional amounts pursuant to this paragraph, it shall promptly notify the Borrower (with a copy to the Administrative Agent) of the event by reason of which it has become so entitled.

(b) If any Lender shall have determined that any Change in Law regarding capital adequacy or liquidity requirements or in the interpretation or application thereof or compliance by such Lender or any corporation controlling such Lender with any request or directive regarding capital adequacy or liquidity requirements (whether or not having the force of law) from any Governmental Authority made subsequent to the Closing Date shall have the effect of reducing the rate of return on such Lender's or such corporation's capital as a consequence of its obligations hereunder to a level below that which such Lender or such corporation could have achieved but for such Change in Law (taking into consideration such Lender's or such corporation's policies with respect to capital adequacy or liquidity requirements) by an amount reasonably deemed by such Lender to be material and to the extent reasonably determined such increase in capital to be allocable to the existence of such Lender's Loan Commitments, then, from time to time, after submission by such Lender to the Borrower (with a copy to the Administrative Agent) of a written request therefor, the Borrower shall pay to such Lender such additional amount or amounts as will compensate such Lender or such corporation for such reduction.

(c) A certificate as to any additional amounts payable pursuant to this Section 2.18 submitted by any Lender to the Borrower (with a copy to the DIP Agents) with appropriate detail demonstrating how such amounts were derived shall be conclusive in the absence of manifest error.

(d) This Section 2.18 shall not apply to Taxes, which shall be governed by Section 2.19.

## **2.19 Taxes.**

(a) Unless required by a Requirement of Law, all payments made by any Loan Party under any Loan Document shall be made free and clear of, and without deduction or withholding for or on account of, any present or future taxes, levies, imposts, duties, charges, fees, deductions or withholdings (including any interest, additions to tax or penalties applicable thereto), now or hereafter imposed, levied, collected, withheld or assessed by any Governmental Authority ("Taxes"), excluding (i) net income Taxes (however denominated), branch profit taxes, and franchise Taxes (imposed in lieu of net income Taxes), in each case, (x) imposed on any DIP Agent or any Lender by the jurisdiction (or any political subdivision thereof) under the laws of which such recipient is organized or in which its principal lending office is located, or in the case of any Lender, in which its applicable lending office is located or (y) that are Other Connection Taxes, (ii) any Taxes imposed by Germany because the relevant recipient of the payment is a Non-Cooperative Jurisdiction Resident Party, and (iii) Taxes imposed to the extent suffered or incurred in respect of any Bank Levy (clauses (i), (ii) and (ii), the "Excluded Taxes"). If any non-Excluded Taxes ("Non-Excluded Taxes") or Other Taxes are required by law to be deducted or withheld by an applicable withholding agent from any amounts payable to any DIP Agent or any Lender hereunder or under any Loan Documents, the amounts so payable shall be increased by the applicable Loan Party to the extent necessary so that after such deduction or withholding is made (including such deductions and withholding applicable to additional sums payable under this section) the applicable recipient receives an amount equal to the sum it would have received had no such deduction or withholding had been made; provided, however that a Loan Party shall not be required to increase any such amounts payable to the DIP Agents or Lender with respect to any Non-Excluded Taxes (A) that are attributable to such recipient's failure to comply with the requirements of paragraph (f), (g) or (i) of this Section 2.19, (B) that are U.S. federal withholding Taxes imposed on amounts payable to such recipient pursuant to any Requirement of Law in effect at the time such recipient becomes a party to this Agreement or designates a new lending office (other than, in the case of a replacement of a Lender pursuant to Section 2.22 or a designation of a new lending office pursuant to Section 2.21 at the



request of the Borrower), except to the extent that such recipient or its assignor (if any) was entitled, at the time of designation of a new lending office or assignment, to receive additional amounts with respect to such Non-Excluded Taxes pursuant to this paragraph, or (C) that are U.S. federal withholding Taxes that would not have been imposed but for a failure by such recipient (or any financial institution through which any payment is made to such recipient) to comply with the applicable requirements for avoiding all withholding Taxes under FATCA (clauses (A), (B) and (C), the “Non-Indemnifiable Taxes”). Nothing contained in this Section 2.19(a) shall require the applicable Agent or any Lender to make available its tax returns (or any information relating to its Taxes which it deems confidential) to the Borrower or any other Person.

(b) In addition, the Loan Parties shall timely pay any Other Taxes to the relevant Governmental Authority in accordance with applicable law, or at the option of the DIP Agents (at the direction of the Required Lenders), timely reimburse it for the payment of, any Other Taxes.

(c) The Loan Parties shall jointly and severally indemnify the DIP Agents and each Lender in full in cash, within ten (10) calendar days after demand therefor, for the entire aggregate amount of any Non-Excluded Taxes or Other Taxes (including Non-Excluded Taxes or Other Taxes imposed or asserted at any time in connection with any Loan Document and/or attributable to amounts payable under this Section but excluding (i) any Non-Indemnifiable Taxes, and (ii) any VAT incurred by that Lender or the Administrative Agent to the extent that that Lender or the Administrative Agent (as applicable) determines (acting reasonably and in good faith) that it or any group of which it is a member for VAT purposes is entitled to credit or receive repayment in respect of the VAT from the relevant tax authority) payable or paid by the DIP Agents or such Lender or required to be withheld or deducted from a payment to the DIP Agents or such Lender and any reasonable expenses arising therefrom or with respect thereto, whether or not such Non-Excluded Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrower by such Lender (with a copy to the DIP Agents), or by the applicable Agent on its own behalf or on behalf of such Lender, shall be conclusive absent manifest error. Where a Secured Party has an option available to it under VAT law that applies as at the date of this Agreement whether or not to waive an exemption from VAT for a supply or service rendered by it, it shall not waive such exemption from VAT without the prior written consent of the recipient of such supply or service (such consent not to be unreasonably withheld). If any Secured Party waives an exemption without the respective consent, there shall be no obligation on any Loan Party to pay any additional amount in respect of VAT.

(d) Whenever any Taxes are payable by a Loan Party pursuant to this Section 2.19, the applicable Loan Party shall timely pay in cash the full amount to the relevant Governmental Authority and, as promptly as possible thereafter, shall send to the Administrative Agent, for its own account or for the account of the Collateral Agent or relevant Lender, as the case may be, a copy of an original official receipt received by the applicable Loan Party showing payment thereof. If any Loan Party fails to pay any such Taxes when due to the appropriate taxing authority or fails to remit to the DIP Agents the required receipts or other required documentary evidence, the Loan Parties shall indemnify the DIP Agents and the Lenders for any incremental taxes, interest, additions to tax and penalties, and any reasonable expenses arising therefrom or in respect thereto that may become payable by the DIP Agents or any Lender as a result of any such failure.

(e) Each Lender shall severally indemnify the DIP Agents, within ten (10) days after demand therefor, for (i) any Non-Excluded Taxes (that are not Non-Indemnifiable Taxes) or Other Taxes (including Non-Excluded Taxes (that are not Non-Indemnifiable Taxes) or Other Taxes imposed or asserted on or attributable to amounts payable under this Section) attributable to such Lender (but only to the extent that a Loan Party has not already indemnified each DIP Agent for such Non-Excluded Taxes or Other Taxes and without limiting the obligation of the Loan Parties to do so), (ii) any Taxes attributable to such Lender's

failure to comply with the provisions of Section 10.6 relating to the maintenance of a Register and (iii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the DIP Agents in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the DIP Agents shall be conclusive absent manifest error. Each Lender hereby authorizes the DIP Agents to set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by Administrative Agent to the Lender from any other source against any amount due to DIP Agents under this Section 2.19(e).

(f) Each Lender (or Transferee) that is not a “U.S. Person” as defined in Section 7701(a)(30) of the Code (a “Non-U.S. Lender”) shall deliver to the Borrower and the Administrative Agent (or, in the case of a Participant, to the Lender from which the related participation shall have been purchased) two (2) executed original copies of either U.S. Internal Revenue Service Form W-8BEN, W-8BEN-E, W-8ECI or W-8EXP and, in the case of a Non-U.S. Lender claiming exemption from U.S. federal withholding tax under Section 871(h) or 881(c) of the Code with respect to payments of “portfolio interest,” a certificate substantially in the form of Exhibit C1—4 (a “Non-Bank Tax Certificate”) as applicable, or any subsequent versions thereof or successors thereto, properly completed and duly executed by such Non-U.S. Lender claiming complete exemption from, or a reduced rate of, U.S. federal withholding tax on all applicable payments by the Borrower under this Agreement and the other Loan Documents; provided, however, that any Non-U.S. Lender that is a partnership for U.S. federal income tax purposes or otherwise not the beneficial owner (i.e., who has sold a participation) shall deliver (if applicable) to the Borrower and the Administrative Agent (or, in the case of a Participant, to the Lender from which the related participation shall have been purchased) two (2) executed original copies of U.S. Internal Revenue Service Form W-8IMY, together with the applicable Form W-8, Form W-9 and other required attachments, and, in the case of any beneficial owner claiming the “portfolio interest” exemption, a Non-Bank Tax Certificate; provided, further, that, in the case of a Non-U.S. Lender that is a partnership, any Non-Bank Tax Certificate may be provided by the Non-U.S. Lender (or Participant) on behalf of the beneficial owner(s), except to the extent such Non-U.S. Lender has sold a participation. Any forms described above shall be delivered by each Non-U.S. Lender on or before the date it becomes a party to this Agreement (or, in the case of any Participant, on or before the date such Participant purchases the related participation). Each Non-U.S. Lender agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Borrower and the Administrative Agent in writing of its inability to do so. Notwithstanding any other provision of this paragraph, a Non-U.S. Lender (or Participant, if applicable) shall not be required to deliver any form pursuant to this paragraph that such Non-U.S. Lender (or Participant) is not legally able to complete, execute and deliver, or in such Non-U.S. Lender’s (or Participant’s) judgment such completion, execution or submission would materially prejudice the legal or commercial position of such Lender (or Participant) or subject such Lender (or Participant) to any material unreimbursed cost or expense.

(g) A Lender that is entitled to an exemption from or reduction of any withholding tax other than U.S. federal withholding tax, with respect to payments under any Loan Document shall deliver to the Borrower (with a copy to the Administrative Agent), at the time or times prescribed by applicable law or reasonably requested by the Borrower, such properly completed and executed documentation prescribed by applicable law, including a certificate of tax residence (or the specific form required under the relevant double taxation agreement in force) duly issued by the competent tax authorities, as will (i) enable the Borrower to determine whether such payments can be made without withholding or at a reduced rate of withholding or (ii) permit such payments to be made without withholding or at a reduced rate of withholding, provided that such Lender is legally entitled to complete, execute and deliver such documentation and in such Lender’s judgment such completion, execution or submission would not materially prejudice the legal or commercial position of such Lender or subject such Lender to any material

unreimbursed cost or expense. Each Lender agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Borrower and the Administrative Agent in writing of its legal inability to do so.

(h) If any party determines, in its sole discretion, exercised in good faith, that it has received a refund of any Non-Excluded Taxes or Other Taxes as to which it has been indemnified by (including any additional amounts paid pursuant to this Section 2.19) it shall pay over such refund to the applicable indemnifying party (but only to the extent of indemnity payments made, or additional amounts paid, by indemnifying party under this Section 2.19 with respect to the Non-Excluded Taxes or Other Taxes giving rise to such refund), net of all reasonable out-of-pocket expenses of the Administrative Agent or such Lender (including any taxes) and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund); provided, that the indemnifying party, upon the request of the indemnified party, agrees to repay the amount paid over to such indemnifying party (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the indemnified party. Notwithstanding anything to the contrary in this paragraph (g), in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this paragraph (g) the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This paragraph shall not be construed to require any party to make available its tax returns (or any other information relating to its taxes which it deems confidential) to the Loan Party or any other Person. This paragraph shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person. Nothing contained in this Section 2.19(h) shall require any party to make available its tax returns (or any information relating to its Taxes which it deems confidential) to the Borrower or any other Person.

(i) At the times specified in Section 2.19(f), each Lender (or Transferee) that is a “U.S. Person” within the meaning of Section 7701(a)(30) of the Code shall deliver to the Borrower and the Administrative Agent (or, in the case of a Participant, to the Lender from which the related participation shall have been purchased) two (2) properly completed and duly signed original copies of IRS Form W-9 or any successor form that such Lender is entitled to provide at such time, in order to qualify for an exemption from United States backup withholding requirements.

(j) On or before the date any DIP Agent becomes a party to this Agreement, such DIP Agent shall deliver to the Borrower whichever of the following is applicable: (i) if such DIP Agent is a U.S. Person, executed copies of IRS Form W-9 certifying that such DIP Agent is exempt from U.S. federal backup withholding or (ii) if such DIP Agent is not a U.S. Person, (A) with respect to payments received for its own account, executed copies of IRS Form W-8ECI and (ii) with respect to payments received on account of any Lender, executed copies of IRS Form W-8IMY (together with all required accompanying documentation) certifying that such DIP Agent is either (x) a “qualified intermediary” and that it assumes primary withholding responsibility under Chapters 3 and 4 of the Code and primary Form 1099 reporting and backup withholding responsibility for payments it receives for the account of others or (y) a “U.S. branch” and may be treated as a U.S. person for purposes of applicable U.S. federal withholding Tax. At any time thereafter, such DIP Agent shall provide updated documentation previously provided (or a successor form thereto) when any documentation previously delivered has expired or become obsolete or invalid or otherwise upon the reasonable request of the Borrower. Notwithstanding anything to the contrary in this Section 2.19(j), such DIP Agent shall not be required to provide any documentation that such DIP Agent is not legally eligible to deliver as a result of a Change in Law after the Closing Date.

(k) If a payment made to a Lender under any Loan Document would be subject to U.S. federal withholding tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrower and the Administrative Agent, at the time or times prescribed by law and at such time or times reasonably requested by the Borrower or the Administrative Agent, such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower or the Administrative Agent as may be necessary for the Borrower or the Administrative Agent to comply with its obligations under FATCA, to determine that such Lender or the Administrative Agent has complied with such Lender's or the Administrative Agent's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this Section 2.19(k), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

(l) A Lender shall notify the Borrowers reasonably promptly if it becomes aware that it is, or has become a Non-Cooperative Jurisdiction Resident Party. Upon the reasonable request of the Borrower or, as the case may be, the Guarantor each Lender shall, within ten (10) Business Days, (i) notify the Borrower or Guarantor in which jurisdiction the relevant Lender is tax resident and in which jurisdiction the lending office is located for tax purposes, and (ii) provide the Borrower or Guarantor with the documentation and information reasonably requested.

(m) The agreements in this Section shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder.

(n) For the avoidance of doubt, the term "Lender" shall, for purposes of this Section 2.19, include any Conduit Lender.

(o) Each Lender hereby authorizes the Administrative Agent to deliver to the Loan Parties and to any successor Administrative Agent any documentation provided by such Lender to the Administrative Agent pursuant to Section 2.19(f), (g), (h), (i) or (k).

**2.20 Indemnity.** The Borrower agrees to indemnify each Lender for, and to hold each Lender harmless from, any loss or expense that such Lender may sustain or incur as a consequence of (a) default by the Borrower in making a borrowing of, conversion into or continuation of SOFR Loans after the Borrower has given a notice requesting the same in accordance with the provisions of this Agreement, (b) default by the Borrower in making any prepayment of or conversion from SOFR Loans after the Borrower has given a notice thereof in accordance with the provisions of this Agreement or (c) the making of a prepayment of SOFR Loans on a day that is not the last day of an Interest Period with respect thereto. Such indemnification may include an amount equal to the excess, if any, of (i) the amount of interest that would have accrued on the amount so prepaid, or not so borrowed, converted or continued, for the period from the date of such prepayment or of such failure to borrow, convert or continue to the last day of such Interest Period (or, in the case of a failure to borrow, convert or continue, the Interest Period that would have commenced on the date of such failure) in each case at the applicable rate of interest for such Loans provided for herein (excluding, however, the Applicable Margin included therein, if any) over (ii) the amount of interest (as reasonably determined by such Lender) that would have accrued to such Lender on such amount by placing such amount on deposit for a comparable period with leading banks in the interbank eurodollar market. A certificate as to any amounts payable pursuant to this Section 2.20 submitted to the Borrower by any Lender which is submitted within one hundred and eighty (180) days of the inurrence of any loss or expense covered by this Section 2.20 with appropriate detail demonstrating how such amounts were derived shall be conclusive in the absence of manifest error. This covenant shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder. This Section 2.20 shall not apply to Taxes, which shall be governed by Section 2.19.



**2.21 Change of Lending Office.** Each Lender agrees that, upon the occurrence of any event giving rise to the operation of Section 2.18 or 2.19(a) with respect to such Lender, it will, if requested by the Borrower, use commercially reasonable efforts (subject to overall policy considerations of such Lender) to designate another lending office for any Loans affected by such event with the object of eliminating or reducing amounts payable pursuant to Section 2.18 or 2.19(a); provided, that the making of such filing or such designation is made on terms that, in the reasonable judgment of such Lender, cause such Lender and its lending office(s) to suffer no economic, legal or regulatory disadvantage (except to a de minimis extent), and provided, further, that nothing in this Section 2.21 shall affect or postpone any of the obligations of the Borrower or the rights of any Lender pursuant to Section 2.18 or 2.19(a). The Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

**2.22 Replacement of Lenders.**

(a) The Borrower shall be permitted to replace any Lender that (A) requests reimbursement for amounts owing pursuant to Section 2.18 or 2.19(a) or (B) defaults in its obligation to make Loans hereunder, or is otherwise a Defaulting Lender with a replacement financial institution; provided that (i) such replacement does not conflict with any Requirement of Law, (ii) prior to any such replacement, such Lender shall have taken no action under Section that has or will eliminate the continued need for payment of amounts owing pursuant to Section 2.18 or 2.19(a), (iii) the replacement financial institution shall purchase, at par, all Loans and other amounts owing to such replaced Lender on or prior to the date of replacement (whether or not then due), (iv) the Borrower shall be liable to such replaced Lender under Section 2.20 if any SOFR Loan owing to such replaced Lender shall be purchased other than on the last day of the Interest Period relating thereto, (v) the replacement financial institution, if not already a Lender, shall be reasonably satisfactory to the Required Lenders, (vi) the replaced Lender shall be obligated to make such replacement in accordance with the provisions of Section 10.6 (provided that the Borrower shall be obligated to pay the registration and processing fee referred to therein), (vii) until such time as such replacement shall be consummated (and thereafter, to the extent related to such earlier time), the Borrower shall pay all additional amounts (if any) required pursuant to Section 2.18 or 2.19(a), as the case may be, (viii) any such replacement shall not be deemed to be a waiver of any rights that the Borrower, the DIP Agents or any Lender shall have against the replaced Lender, and (ix) in connection with the replacement of a Lender pursuant to clause (A) above, such replacement results in a reduction of the amounts owing pursuant to Section 2.18 or 2.19(a).

(b) If, in connection with any proposed amendment, modification, waiver or termination pursuant to Section 10.1 (a "Proposed Change") requiring the consent of all Lenders or all directly and adversely affected Lenders, if the consent of the Required Lenders (or, in the case of a consent, waiver or amendment involving directly and adversely affected Lenders, at least 50.1% of such directly and adversely affected Lenders) to such Proposed Change is obtained, but the consent of other Lenders whose consent is required is not obtained (any such Lender whose consent is not obtained as described in this clause (b) being referred to as a "Non-Consenting Lender"), then, at the Borrower's request or a Person or Persons reasonably acceptable to the Administrative Agent and the Required Lenders (provided that any Non-Consenting Lender shall not count towards such determination), shall have the right (but shall have no obligation) to purchase from such Non-Consenting Lenders, and such Non-Consenting Lenders agree that they shall, upon the Borrower's request, sell and assign to such Person, all of the Loans and Loan Commitments of such Non-Consenting Lenders for an amount equal to the principal balance of all Loans held by the Non-Consenting Lenders and all accrued interest and fees with respect thereto through the date of sale, such purchase and sale to be consummated at par pursuant to an Assignment and Assumption in accordance with Section 10.6(b)(i) of this Agreement. Any such required sale and assignment shall be treated as a prepayment for purposes of Section 2.20 and the Borrower shall be liable for any amounts payable thereunder as a result of such sale and assignment.

**2.23 Limitation on Additional Amounts, Etc.** Notwithstanding anything to the contrary contained in Section 2.18 of this Agreement, unless the Administrative Agent or a Lender gives notice to the Borrower that it is obligated to pay an amount under any such Section within two hundred seventy (270) calendar days after the later of (x) the date the Lender incurs the respective increased costs, Non-Excluded Taxes, Other Taxes, loss, expense or liability, reduction in amounts received or receivable or reduction in return on capital or (y) the date such Lender has actual knowledge of its incurrence of the respective increased costs, Non- Excluded Taxes, Other Taxes, loss, expense or liability reductions in amounts received or receivable or reduction in return on capital, then such Lender shall only be entitled to be compensated for such amount by the Loan Parties pursuant to Section 2.18 to the extent the costs, Non-Excluded Taxes, Other Taxes, loss, expense or liability, reduction in amounts received or receivable or reduction in return on capital are incurred or suffered on or after the date which occurs two hundred seventy (270) calendar days prior to such Lender giving notice to the Borrower that it is obligated to pay the respective amounts pursuant to Section 2.18; provided, that if the circumstances giving rise to such claim is retroactive, then such two hundred seventy- (270-) calendar day period referred to above shall be extended to include the period of retroactive effect thereof. This Section 2.23 shall have no applicability to any Section of this Agreement other than Section 2.18.

**2.24 Benchmark Replacement Setting.**

(a) **Benchmark Replacement.** Notwithstanding anything to the contrary herein or in any other Loan Document, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior any setting of the then-current Benchmark, then (x) if a Benchmark Replacement is determined in accordance with clause (a) of the definition of “Benchmark Replacement” for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of such Benchmark setting and subsequent Benchmark settings without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document and (y) if a Benchmark Replacement is determined in accordance with clause (b) of the definition of “Benchmark Replacement” for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of any Benchmark setting at or after 5:00 p.m. (New York City time) on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided to the Lenders without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document so long as the Determination Agent has not received, by such time, written notice of objection to such Benchmark Replacement from Lenders comprising the Required Lenders. If the Benchmark Replacement is Daily Simple SOFR, all interest payments will be payable on a monthly basis.

(b) **Benchmark Replacement Conforming Changes.** In connection with the use, administration, adoption or implementation of a Benchmark Replacement, the Determination Agent will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document.

(c) **Notices; Standards for Decisions and Determinations.** The Determination Agent will promptly notify the Borrower and the Lenders of (i) the implementation of any Benchmark Replacement and (ii) the effectiveness of any Conforming Changes in connection with the use, administration, adoption or implementation of a Benchmark Replacement. The Determination Agent will notify the Borrower of (x) the removal or reinstatement of any tenor of a Benchmark pursuant to Section 2.24(d) and (y) the commencement of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Determination Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section 2.24, including any determination with respect to a tenor, rate or adjustment or of the occurrence



or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Loan Document, except, in each case, as expressly required pursuant to this Section 2.24.

(d) Unavailability of Tenor of Benchmark. Notwithstanding anything to the contrary herein or in any other Loan Document, at any time (including in connection with the implementation of a Benchmark Replacement), (i) if the then-current Benchmark is a term rate (including the Term SOFR Reference Rate) and either (A) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Determination Agent in its reasonable discretion or (B) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is not or will not be representative, then the Determination Agent may modify the definition of “Interest Period” (or any similar or analogous definition) for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (ii) if a tenor that was removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (B) is not, or is no longer, subject to an announcement that it is not or will not be representative for a Benchmark (including a Benchmark Replacement), then the Determination Agent may modify the definition of “Interest Period” (or any similar or analogous definition) for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(e) Benchmark Unavailability Period. Upon the Borrower’s receipt of notice of the commencement of a Benchmark Unavailability Period with respect to the Term SOFR Reference Rate, the Borrower may revoke any pending request for a borrowing of, conversion to or continuation of SOFR Loans to be made, converted or continued during any Benchmark Unavailability Period and, failing that, the Borrower will be deemed to have converted any such request into a request for a borrowing of or conversion to ABR Loans. During a Benchmark Unavailability Period or at any time that a tenor for the then-current Benchmark is not an Available Tenor, in each case with respect to the Term SOFR Reference Rate, the component of ABR based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of ABR.

## 2.25 [Reserved].

2.26 Defaulting Lenders. Notwithstanding any provision of this Agreement to the contrary, if any Lender becomes a Defaulting Lender, then from the date on which such Lender becomes a Defaulting Lender until such date as such Lender ceases to be a Defaulting Lender, any amount payable to such Defaulting Lender hereunder may, in lieu of being distributed to such Defaulting Lender, be retained by the Administrative Agent in a non-interest-bearing account and, subject to any applicable Requirements of Law, be applied at such time or times as may be determined by the Administrative Agent (i) first, to the payment of any amounts owing by such Defaulting Lender to the Administrative Agent hereunder, (ii) second, to the funding of any Loan in respect of which such Defaulting Lender has failed to fund its portion thereof as required by this Agreement, as determined by the Administrative Agent, (iii) third, if so determined by the Administrative Agent and Borrower, held in such account as cash collateral for future funding obligations of the Defaulting Lender under this Agreement, (iv) fourth, pro rata, to the payment of any amounts owing to the Borrower or the Lenders as a result of any judgment of a court of competent jurisdiction obtained by the Borrower or any Lender against such Defaulting Lender as a result of such Defaulting Lender’s breach of its obligations under this Agreement and (v) fifth, to such Defaulting Lender or as otherwise directed by a court of competent jurisdiction; provided, that, if such payment is (x) a prepayment of the principal amount of any Loans which a Defaulting Lender has funded and (y) made at a time when the conditions set forth in Section 5.2 are satisfied, such payment shall be applied solely to prepay the Loans of all non-Defaulting Lenders pro rata prior to being applied to the prepayment of any

Loans of any Defaulting Lender. The rights and remedies against a Defaulting Lender under this Section 2.26 are in addition to other rights and remedies that the Borrower, the Administrative Agent and the non- Defaulting Lenders may have against such Defaulting Lender. The arrangements permitted or required by this Section 2.26 shall be permitted under this Agreement, notwithstanding any limitation on Liens or the pro rata sharing provisions or otherwise. Default Interest due under Section 2.14(f) shall not accrue on the overdue Loans of such Lender so long as it is a Defaulting Lender. No Unfunded Facility Fee will accrue or be payable for the account of any Defaulting Lender in respect of any unfunded Loan Commitment of such Defaulting Lender. Each Defaulting Lender's right to approve or disapprove any amendment, waiver or consent shall be restricted as set forth in Section 10.1.

### SECTION 3

[RESERVED]

### SECTION 4

## REPRESENTATIONS AND WARRANTIES

To induce the DIP Agents and the Lenders to enter into this Agreement and to induce the Lenders to provide the Loan Commitments and make the Loans hereunder, the Borrower hereby represents and warrants to the Administrative Agent and each Lender, for and on behalf of itself (and, to the extent expressly specified, for and on behalf of its Subsidiaries) (provided that, each representation and warranty made in respect of any Foreign Subsidiary shall be subject to the Legal Reservations, Security Principles and Perfection Requirements), on each of the Closing Date and each Borrowing Date (each, a "Credit Date"), that the following statements are true and correct:

#### 4.1 Financial Condition.

(a) All financial statements, balance sheets and similar financial deliverables required to be delivered by or on behalf of any Loan Party under this Agreement or any other Loan Document (i) are complete and correct in all material respects, (ii) have been prepared in reasonable detail and in good faith by or on behalf of such Loan Party, (iii) present fairly in all material respects the financial position and results of operations of such Loan Party and, if applicable, its Subsidiaries and (iv) if delivered pursuant to Sections 6.1, 6.2 and/or 6.10, have been prepared in accordance with the applicable requirements thereof.

(b) The audited consolidated financial statements of Holdings and its Subsidiaries as at December 31, 2023 and the related consolidated statement of financial position, consolidated statements of profit or loss and comprehensive income and the consolidated statement of cash flows for the year ended on such date, reported on by and accompanied by a report from Ernst & Young ShinNihon LLC, as the case may be, present fairly in all material respects the consolidated financial condition of Holdings and its Subsidiaries as at such date, and the consolidated results of its operations and its consolidated cash flows for the fiscal year then ended. All such financial statements, including the related schedules and notes thereto, have been prepared in accordance with the applicable Accounting Principles applied consistently throughout the period involved (except as approved by the aforementioned firm of accountants and disclosed therein).

**4.2 No Change.** Since the Petition Date, there shall not have occurred any event, circumstance or change that would reasonably be expected to, individually or in the aggregate with any other such event, circumstance or change, have a Material Adverse Effect, other than to the extent resulting from, or arising in connection with, the Chapter 11 Cases.

**4.3 Existence; Compliance with Law.** Each Loan Party (a) is duly organized, incorporated, validly existing and, where applicable, in good standing under the laws of the jurisdiction of its organization, (b) each Loan Party and each other Chapter 11 Debtor, upon entry of the applicable Order, and each other Subsidiary of any Loan Party, has the power and authority, and the legal right, to own and operate its property, to lease the property it operates as lessee and to conduct the business in which it is currently engaged, (c) is duly qualified as a foreign corporation or other organization and in good standing under the laws of each jurisdiction where its ownership, lease or operation of property or the conduct of its business requires such qualification except to the extent that the failure to comply therewith would not, in the aggregate, reasonably be expected to have a Material Adverse Effect and (d) is in compliance with (x) the applicable Order and (y) all Requirements of Law, except, in the case of this clause (y), to the extent resulting directly from the Chapter 11 Cases or where the failure to comply therewith would not reasonably be expected to have a Material Adverse Effect.

**4.4 Power; Authorization; Enforceable Obligations.** Subject to the applicable Order, each Loan Party has the power, authority and legal right to enter into this Agreement and the other Loan Documents to which it is a party, and to perform its Obligations hereunder and thereunder (and, in the case of the Borrower, to borrow the Loans). Each Loan Party has taken all necessary organizational action and any all applicable action required under the applicable Order to authorize the execution, delivery and performance of the Loan Documents to which it is a party and its Obligations thereunder and, in the case of the Borrower, to authorize the borrowing of Loans on the terms and conditions of this Agreement. Subject to entry of the applicable Order by the Bankruptcy Court, no material consent or authorization of, filing with, notice to or other act by or in respect of, any Governmental Authority is required in connection with the Transactions, except consents, authorizations, filings and notices which (i) have been obtained or made prior to or on the Closing Date and which shall be full force and effect as of the Closing Date and each other Credit Date or (ii) may be reasonably required by the Administrative Agent or any Lender in connection with enforcement of their rights under the Loan Documents. Each Loan Document has been duly executed and delivered on behalf of each Loan Party thereto. Subject to entry of the applicable Order, this Agreement constitutes, and each other Loan Document constitutes or, upon execution will constitute, as applicable, a legal, valid and binding obligation of each Loan Party thereto, subject to the Legal Reservations and Perfection Requirements, enforceable against each such Loan Party in accordance with its terms.

**4.5 No Legal Bar; Consents and Filings.** Subject to entry of the Orders, the Transactions will not violate any material Requirement of Law or any Organizational Document of any Loan Party or any of its Subsidiaries and will not result in, or require, the creation or imposition of any Lien on any of their respective properties or revenues pursuant to any Requirement of Law or any such Organizational Document (other than the Liens created by the Security Documents or pursuant to the Orders).

**4.6 Litigation.** Except as set forth on Schedule 4.6 and other than the Chapter 11 Cases (or any litigation or proceeding arising from or resulting from the Chapter 11 Cases), before and after giving effect to the Transactions, there is (i) no litigation or proceeding of or before any arbitrator or Governmental Authority which is pending or, to the best knowledge of each Loan Party, threatened by or against any Loan Party or any of its Subsidiaries or against any of their respective properties or revenues that would reasonably be expected to have a Material Adverse Effect and (ii) to the reasonable knowledge of any Loan Party, no active investigation by any Governmental Authority of any Loan Party or any of its Subsidiaries that would reasonably be expected to have a Material Adverse Effect.

**4.7 No Default.** No Default or Event of Default has occurred and is continuing or would result from this Agreement or the other Loan Documents being effective in accordance with its or their respective terms, or the making of any Loans (or other extensions of credit) under this Agreement.

**4.8 Ownership of Property; Liens.** Subject to entry of the applicable Order and except as in the aggregate would not reasonably be expected to have a Material Adverse Effect, each Loan Party and each of its Subsidiaries has marketable title to, or a valid leasehold interest in, all its real property, and marketable title to, or a valid leasehold interest in, all its material other property, and none of such property is subject to any Lien except any Permitted Lien.

**4.9 Material Contract; Licenses; Intellectual Property.** Subject to entry of the applicable Order and except as in the aggregate would not reasonably be expected to have a Material Adverse Effect, each Loan Party and each of its Subsidiaries has all necessary licenses, permits, franchises and other rights necessary for the conduct of its business and for the intended use of its properties and assets to the extent necessary to ensure no material interruption in cash flow. The consummation of the Transactions will not give rise to a right of termination in favor of any party to any Material Contract (other than any Loan Party) which would reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect. Subject to the Orders, each Loan Party and each of its Subsidiaries owns, or is licensed or otherwise has the right to use, all Intellectual Property necessary for the conduct of its business as currently conducted except to the extent that a failure would not reasonably be expected to have a Material Adverse Effect. (i) Except as would not reasonably be expected to have a Material Adverse Effect in the aggregate, no claim has been asserted and is pending by any Person against any Loan Party or any of its Subsidiaries challenging or questioning the use by such Loan Party or Subsidiary of any Intellectual Property owned by such Loan Party or any of its Subsidiaries, or the validity or effectiveness of any such Intellectual Property, and (ii) nor does the Borrower or such Loan Party have knowledge of any valid basis for any such claim. Except as would not reasonably be expected to result in a Material Adverse Effect, to the knowledge of the Borrower, the use of Intellectual Property by such Loan Party and any of its Subsidiaries does not infringe on the rights of any Person in any material respect.

**4.10 Taxes.** Except for any failure, lien, filing or claim, as applicable, that would not be reasonably expected to, individually or in the aggregate, result in a Material Adverse Effect or, with respect to taxes and assessments, if the amount or validity thereof is being contested in good faith by appropriate proceedings and reserves in conformity with the applicable Accounting Principles with respect thereto have been provided on the books of the relevant Loan Party or its Subsidiaries: (i) (x) each Loan Party (except Holdings) and each of its Subsidiaries has and (y) with respect to any taxable period during which the Borrower or any of its Subsidiaries is a member of a consolidated, unitary, combined or similar tax group in which Holdings is the common parent, Holdings has, in each case of clauses (i)(x) and (i)(y), filed or caused to be filed all tax returns that are required to be filed and has paid all taxes (including any interest, additions to tax or penalties applicable thereto) due and payable (whether or not shown on a tax return) and any assessments made against it or any of its property and all other taxes, fees or other charges imposed on it or any of its property by any Governmental Authority (other than any tax the amount or validity of which are currently being contested in good faith by appropriate proceedings and with respect to which reserves in conformity with the applicable Accounting Principles have been provided on the books of the relevant Loan Party or its Subsidiaries); (ii) no tax Lien has been filed (other than Permitted Liens); and (iii) no claim is being asserted with respect to any such tax, fee or other charge.

**4.11 Federal Regulations.** No part of the proceeds of any Loans, and no other extensions of credit hereunder, will be used by any Loan Party or any of its Subsidiaries (a) for purposes of “buying” or “carrying” any “margin stock” within the respective meanings of each of the quoted terms under Regulation U as now and from time to time hereafter in effect in violation of Regulation U or (b) for any purpose that violates the provisions of the Regulations of the Board.

**4.12 Labor Matters.** Except as, in the aggregate, would not reasonably be expected to have a Material Adverse Effect: (a) there are no strikes or other labor disputes against any Loan Party or any of its Subsidiaries pending or, to the knowledge of such Loan Party or any of its Subsidiaries, threatened by



any employees of any Loan Party or any Subsidiaries; (b) hours worked by and payment made to employees of each Loan Party and any of its Subsidiaries have not been in violation of the Fair Labor Standards Act or any other applicable Requirement of Law dealing with such matters; and (c) all payments due from each Loan Party or any of its Subsidiaries on account of employee health and welfare insurance have been paid or accrued as a liability on the books of such Loan Party or the applicable Subsidiary.

**4.13 ERISA and Pension Matters.** Except as would not reasonably be expected to result in a Material Adverse Effect, (i) neither a Reportable Event (except to the extent resulting directly from the filing of the Chapter 11 Cases) nor a failure to satisfy the minimum funding standard (within the meaning of Section 412 of the Code or Section 302 of ERISA) has occurred during the five (5)-year period prior to the date on which this representation is made or deemed made with respect to any Single Employer Plan, (ii) each ERISA Plan during such five-year period has complied with the applicable provisions of ERISA and the Code, and (iii) no termination of a Single Employer Plan has occurred, and no Lien on the assets of any Loan Party in favor of the PBGC or an ERISA Plan has arisen, during such five (5)-year period. The present value of all accrued benefits under each Single Employer Plan (based on those assumptions used to fund such Single Employer Plans) did not, as of the last annual valuation date prior to the date on which this representation is made or deemed made, exceed the value of the assets of such Single Employer Plan allocable to such accrued benefits by an amount that would reasonably be expected to result in a Material Adverse Effect. No Loan Party nor any Commonly Controlled Entity has had a complete or partial withdrawal from any Multiemployer Plan that has resulted or could reasonably be expected to result in a Material Adverse Effect. So far as the Borrower is aware, other than the UK Plans, the accrued benefit obligations of each Foreign Plan based on those assumptions used to fund such Foreign Plan with respect to all current and former participants do not exceed the assets of such Foreign Plan by an amount that would reasonably be expected to result in a Material Adverse Effect. Except as would not reasonably be expected to result in a Material Adverse Effect, (x) each Foreign Plan that is required to be registered has been registered and has been maintained in good standing with applicable regulatory authorities, and (y) each Foreign Plan is in compliance with all provisions of applicable law and all applicable regulations and published interpretations thereunder with respect to such Foreign Plan.

**4.14 Investment Company Act.** No Loan Party nor any of its Subsidiaries is an “investment company,” or a company “controlled” by an “investment company,” required to be registered within the meaning of the Investment Company Act of 1940, as amended.

**4.15 Subsidiaries.** Attached hereto as Schedule 4.15 is an organization chart of each Loan Party and its Subsidiaries as of the Closing Date. As of the Closing Date, there are no outstanding subscriptions, options, warrants, calls, rights or other agreements or commitments (other than stock options granted to employees or directors and directors’ qualifying shares) of any nature relating to any Capital Stock of such Loan Party or any of its Subsidiaries, except as created by the Loan Documents.

**4.16 Use of Proceeds.** Subject to the Orders, all proceeds of the Loans shall be used at all times in accordance with the Approved Budget (subject to Permitted Variances) and solely (a) for working capital and general corporate purposes of the Loan Parties and their Subsidiaries during the Chapter 11 Cases (excluding the repayment of any Indebtedness), (b) to fund the repayment of the Emergency Loan Claims in full, (c) to fund Plan of Reorganization distributions, if applicable, (d) to fund the Carve Out upon the delivery of a Carve Out Trigger Notice (as defined in the Orders), (e) to fund the wind-down of the Debtors’ estates at the consummation of a 363 Sale, if applicable, and (f) to enable the Loan Parties and their Subsidiaries to make all permitted payments of costs of administration of the Chapter 11 Cases; provided, however, that, in no event shall any proceeds of the Loans be used (x) to investigate (including discovery proceedings), challenge, object to, contest or raise any defense to, or initiate or prosecute any claims, causes of action, adversary proceedings or other litigation against, the validity, security, perfection, priority, extent or enforceability of any amount due under or the Liens or claims granted under or in connection with the

Junior DIP Loan Documents or the Prepetition Loan Documents (other than a customary investigation budget permitted by the Orders of not more than \$50,000 that may be utilized by the Committee to investigate, challenge, object to, contest or raise any defense to the validity, security, perfection, priority, extent or enforceability of any amount due under or the liens or claims granted under or in connection with the Prepetition Loan Documents) and (y) in any manner inconsistent with Sections 4.11 and 4.22, or any other provision in this Agreement or in any other Loan Document or in any manner inconsistent with the Approved Budget and the Orders.

**4.17 Environmental Matters.** Except as, in the aggregate, would not reasonably be expected to have a Material Adverse Effect:

(a) the facilities and properties currently or formerly, owned, leased or operated by any Loan Party or any of its Subsidiaries (the “Properties”) do not contain, and have not previously contained, any Materials of Environmental Concern in amounts or concentrations or under circumstances that constitute or constituted a violation of, or could reasonably be expected to give rise to liability under, any applicable Environmental Law;

(b) no Loan Party nor any of its Subsidiaries has received any notice of any violation, alleged violation, non-compliance, liability or potential liability regarding environmental matters or compliance with Environmental Laws with regard to any of the Properties or the business operated by such Loan Party or any of its Subsidiaries (the “Business”), nor does such Loan Party or any of its Subsidiaries have actual knowledge that any such notice will be received or is being threatened;

(c) Materials of Environmental Concern have not been transported or disposed of from the Properties in violation of, or in a manner or to a location that would reasonably be expected to give rise to liability under, any Environmental Law, nor have any Materials of Environmental Concern been generated, treated, stored or disposed of at, on or under any of the Properties in violation of, or in a manner that would reasonably be expected to give rise to liability under, any applicable Environmental Law;

(d) with respect to any liability arising under any Environmental Law, no judicial proceeding or governmental or administrative action is pending or, to the best knowledge of each Loan Party or any of its Subsidiaries, threatened, to which such Loan Party or any of its Subsidiaries is or will be named as a party with respect to the Properties or the Business, nor are there any consent decrees or other decrees, consent orders, administrative orders, or other administrative or judicial requirements outstanding under any Environmental Law with respect to the Properties or the Business;

(e) there has been no release or threat of release of Materials of Environmental Concern at or from the Properties, or arising from or related to the operations of any Loan Party or any of its Subsidiaries or otherwise in connection with the Business, in violation of or in amounts or in a manner that would reasonably be expected to give rise to liability under Environmental Laws;

(f) the Properties and all operations at the Properties are, and within the past five (5) years have been, in compliance with all applicable Environmental Laws, and there is no contamination at, under or about the Properties that would reasonably be expected to give rise to liability under Environmental Laws or any violation of any Environmental Law with respect to the Properties or the Business; and

(g) no Loan Party nor any of its Subsidiaries has assumed, by express contract, any liability of any other Person under Environmental Laws.

**4.18 Accuracy of Information, Etc.** No written factual information with respect to any Loan Party or any of its Subsidiaries contained in this Agreement, any other Loan Document, the Approved



Budget, each Variance Report or any other factual document, certificate or statement (other than (i) any projections, pro formas, budgets, estimates or other information of a forward looking nature with respect to such Loan Party or any of its Subsidiaries, (ii) information of a general economic nature or industry data or (iii) third party industry data which neither the Borrower nor such Loan Party has independently verified and as to which neither the Borrower nor such Loan Party makes any representation) furnished by or by Persons directed on behalf of such Loan Party to the Administrative Agent or the Lenders, or any of them, for use in connection with the transactions contemplated by this Agreement or the other Loan Documents, when taken as a whole, contained as of the date such statement, information, document or certificate was so furnished, any untrue statement of a material fact or omitted to state a material fact necessary to make the statements contained herein or therein not materially misleading in light of the circumstances under which such statements are made and after giving effect to any supplements thereof. The projections and pro forma financial information contained in the materials referenced above were, and the projections hereafter delivered, when delivered, will be, based upon good faith estimates and assumptions believed by management of each Loan Party to be reasonable at the time made and no Loan Party knows as of the Closing Date any fact making such estimates and assumptions no longer true in any material respects, it being recognized by the Administrative Agent and the Lenders that such financial information as it relates to future events is not to be viewed as fact, such financial information is subject to significant uncertainties and contingencies, many of which are beyond the control of the Loan Parties and their respective Subsidiaries, no assurance can be given that any particular projections will be realized and that actual results during the period or periods covered by such financial information may differ from the projected results set forth therein by a material amount.

**4.19 Security Documents.** Subject to the Legal Reservations, the Perfection Requirements, the Guarantee Limitations and Security Principles and the provisions, limitations and/or exceptions set forth in this Agreement and/or any other Loan Document, this Agreement and the Security Documents, taken together with the Interim Order and/or the Final Order, as applicable, are effective to create in favor of the Administrative Agent, for the benefit of the Lenders and any other Secured Parties valid, binding, enforceable, non-avoidable, and automatically and fully and properly perfected Liens (including, in respect of the English Loan Parties and any Security Documents that they may be a party to, filing with the Registrar of Companies at Companies House) on, and security interests in, the Collateral pledged under the Loan Documents and/or the Orders, in each case, having the priorities set forth in the Interim Order and/or the Final Order and subject only to the payment in full in cash of any amounts due under the Carve Out. Pursuant to the terms of the Interim Order and/or Final Order, no filing or other action will be necessary to perfect or protect such Liens and security interests (except for Collateral under Foreign Security Documents, the perfection of which shall be subject to the laws applicable to the corresponding jurisdiction).. Pursuant to and to the extent provided in the Interim Order and the Final Order, as applicable, the Obligations of the Loan Parties under this Agreement will constitute allowed superpriority administrative expense claims in the Chapter 11 Cases under section 364(c)(1) of the Bankruptcy Code, having priority over all administrative expense claims and unsecured claims against such Loan Parties now existing or hereafter arising, of any kind whatsoever, having the priorities set forth in the Interim Order and/or the Final Order and subject only to the payment in full in cash of any amounts due under the Carve Out.

**4.20 [Reserved]**

**4.21 Sanctions; Anti-Money Laundering Laws; Anti-Corruption Laws.**

(a) To the extent applicable, each Loan Party and each of its Subsidiaries is in compliance, in all material respects, with (i) Sanctions, including the Trading with the Enemy Act, as amended, and each of the foreign assets control regulations of the United States Treasury Department (31 CFR Subtitle B, Chapter V, as amended) and any other enabling legislation or executive order relating thereto, (ii) applicable

portions, if any, of the Patriot Act and other applicable Anti-Money Laundering Laws, and (iii) Anti-Corruption Laws. Each Loan Party has instituted and maintains or is subject to policies and procedures reasonably designed for each Loan Party and each of its Subsidiaries to achieve compliance with Anti-Corruption Laws, Anti-Money Laundering Laws, and Sanctions.

(b) (i) No Loan Party nor any Subsidiary of such Loan Party or, any of its or its Subsidiaries' respective directors or officers, or to the knowledge of any Loan Party, any of its or its Subsidiaries' respective employees or agents that will act in any capacity in connection with or benefit from the credit facility established hereby, is a Sanctioned Person and (ii) neither the Borrower nor any other Loan Party will use the proceeds of the Loans or otherwise make available such proceeds to any Person, (A) for the purpose of financing the activities of any Sanctioned Person, or in any Sanctioned Country, in each case, in violation of applicable Sanctions, or (B) in any other manner that would result in a violation of any Anti-Corruption Laws, Anti-Money Laundering Laws, or Sanctions by any Person (including any Agent, Lender, the Borrower, such Loan Party or any of their respective Subsidiaries or any Person participating in the Loans) in connection with any activity or transaction contemplated under any Loan Document.

(c) No part of the proceeds of the Loans will be used by any Loan Party nor any of its Subsidiaries for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of any applicable Anti-Corruption Laws.

(d) This Section shall not, and nothing in this Agreement or any other Loan Document shall, (i) apply to the extent that this Section and/or any obligations of any Person under or in relation to this Section would violate or expose any such Person (or any directors, officers, employees, agents, management, advisers or (in each case) Affiliates thereof) to any liability under any Blocking Law that is in force from time to time or (ii) create or establish an obligation or right for any person to the extent that, by agreeing to it, complying with it, exercising it, having such obligation or right, or otherwise, such Person (or any directors, officers, employees, agents, management, advisers or (in each case) Affiliates thereof) would be in violation of any Blocking Law (or similar), and any representation or undertaking made in or pursuant to this Agreement and in particular this Section 4 shall be so limited in relation to such person and to that extent shall not be made by nor apply to any such person.

**4.22 Initial Budget.** A true and complete copy of the Initial Budget, as agreed to with the Required Lenders as of the Closing Date, is attached as Exhibit F.

**4.23 Orders.** Each of the Interim Order (with respect to the period prior to the entry of the Final Order) and the Final Order (from and after the date the Final Order is entered) is in full force and effect and has not been vacated, reversed or rescinded or, without the prior written consent of the Administrative Agent (at the direction of the Required Lenders) and Required Lenders, in their sole discretion, amended or modified and no appeal of such Order has been timely filed or, if timely filed, no stay pending such appeal is currently effective.

**4.24 Bankruptcy Matters.**

(a) The Chapter 11 Cases were commenced on the Petition Date, in accordance with applicable Requirements of Law and proper notice thereof under the circumstances, and proper notice of (x) the Facility Motion and (y) the hearings for the approval of the Interim Order have been held by the Bankruptcy Court.

(b) After the entry of the Orders, the Obligations will constitute DIP Superpriority Claims (as defined in the Orders) having the priority set forth in the Orders.

(c) After the entry of the Orders, as applicable, and pursuant to and to the extent provided in the Orders, as applicable, the Obligations will be secured by valid, binding, enforceable, non-avoidable, and automatically and fully and properly perfected Liens on, and security interests in, the Collateral, in each case, having the priorities set forth in the Interim Order and/or the Final Order and subject only to the Permitted Liens and the Carve Out.

**4.25 Registered Address.** Each Loan Party maintains a registered address in its original jurisdiction of formation.

## SECTION 5

### CONDITIONS PRECEDENT

**5.1 Conditions to Closing Date.** This Agreement shall become effective as of the Business Day (the “Closing Date”) when each of the following conditions precedent shall have been satisfied in a manner satisfactory to, or waived by, the Required Lenders:

(a) Credit Agreement; Security Documents; Loan Documents. The Administrative Agent shall have received a copy of each of the following documents, in each case, duly executed and delivered by each of the parties thereto (i) this Agreement, (ii) the Guaranty, (iii) the Security Agreement, and (iv) the Agents Fee Letter.

(b) [Reserved].

(c) Initial Budget/Approved Budget. The Administrative Agent and the Lenders shall have received the Initial Budget on or prior to the Petition Date, which shall be in form and substance satisfactory to the Lenders (it being agreed and understood that a form substantially consistent with the form attached as Exhibit A to that certain \$864,782,594 First-Out Super-Senior Secured Debtor-in-Possession Credit Facility (Tranche A) Commitment Letter dated June 10, 2025 is acceptable to the Lenders) and shall, on and as of the Closing Date and until such time as superseded by an Updated Budget, constitute the Approved Budget.

(d) Organizational Documents; Evidence of Authority; Tax Forms. The Administrative Agent shall have received (i) a copy of each Organizational Document of each Loan Party, to the extent applicable, and in relation to Domestic Loan Parties only, certified as of a recent date by the appropriate governmental official or member of the governing body of the relevant Loan Party (or such other date acceptable to the Required Lenders), each dated the Closing Date or a recent date prior thereto (or such other date acceptable to the Required Lenders); (ii) signature and incumbency certificates (with respect to Subsidiary Guarantors incorporated in Italy, a *visura camerale*) of the officers of such Person executing any Loan Documents to which it is a party; (iii) if applicable, resolutions of the Board of Directors or similar governing body of each Loan Party approving and authorizing the borrowing of the Loans and incurrence of Obligations and the execution, delivery and performance of this Agreement and the other Loan Documents to which it is a party or by which it or its assets may be bound as of the Closing Date, certified as of the Closing Date by a Responsible Officer of such Loan Party as being in full force and effect on and as of the Closing Date without modification or amendment; (iv) where applicable in respect of the Domestic Loan Parties only, a good standing certificate or any other similar official document or excerpt from the applicable Governmental Authority or commercial register of each Domestic Loan Party’s jurisdiction of incorporation, organization or formation, each dated a recent date prior to the Closing Date; (v) [reserved];

(vi) if applicable, in respect of the Foreign Loan Parties only, confirming that, subject to the Guarantee Limitations, borrowing or guaranteeing or securing (as relevant) the total Commitments hereunder would not cause any borrowing, guarantee or security or similar limit binding on it to be exceeded; and (vii) such other documents as Administrative Agent or any Lender may reasonably request relating to the organization, existence and good standing of each Loan Party, the authorization of the Transactions and any other legal matters relating to the Loan Parties, the Loan Documents or the Transactions, all in form and substance reasonably satisfactory to the Required Lenders.

(e) Legal Opinions. The Administrative Agent shall have received the following executed customary legal opinions dated as of the Closing Date:

(i) the legal opinion of Kirkland & Ellis LLP, New York counsel to the Loan Parties;  
and

(ii) the legal opinion of Bass, Berry & Sims PLC, Tennessee counsel to the Borrower, in form and substance satisfactory to the Required Lenders.

(f) Filings, Registrations and Recordings. The Administrative Agent shall have received each document (including any Uniform Commercial Code financing statement) required by the Security Documents (other than the Post-Closing Foreign Security Documents and other documents set forth in Schedule 6.12 and subject to the Security Principles) or under law or reasonably requested by the Administrative Agent or the Required Lenders to be filed, registered or recorded in order to create, or evidence the creation of, in favor of the Administrative Agent, for the benefit of the Secured Parties, valid, binding, enforceable, non-avoidable, and automatically and fully and properly perfected Liens on, and security interests in, such Collateral (other than Collateral located in Germany), in each case, having the priorities set forth in the Orders, in the Restructuring Support Agreement and in the Intercreditor Agreement (if applicable) and subject only to the payment in full in cash of any amounts due under the Carve Out, or as may be required by the Administrative Agent or the Required Lenders in connection with the perfection, protection, recordation, enforcement or administration of the Secured Parties' rights to the Collateral, and each such document shall be in proper form for filing, registration or recordation, as applicable, subject to the Carve Out.

(g) Patriot Act. Each Loan Party shall have provided such documentation and other information, including a certification of beneficial ownership, to the DIP Agent and each Lender in form and substance satisfactory to the DIP Agent and the Lenders at least two (2) Business Days prior to the Closing Date (to the extent reasonably requested by the DIP Agent or any Lender in writing at least three (3) Business Days prior to the Closing Date) in connection with applicable "know your customer", Sanctions and Anti-Money Laundering Laws, including without limitation the PATRIOT Act.

(h) Interim Order. The Bankruptcy Court shall have entered the Interim Order, which Interim Order shall be in full force and effect and shall not have been reversed, vacated or stayed, and shall not have been amended, supplemented or otherwise modified without the prior written consent of the Required Lenders.

(i) Chapter 11 Cases. The Chapter 11 Cases shall have been commenced by the Borrower and the Guarantors and the same shall each be a debtor and a debtor in possession. All material first-day orders (including, without limitation, any orders related to the Facility, cash management and any critical vendor or supplier motions) entered by the Bankruptcy Court in the Chapter 11 Cases shall, in each case, be in form and substance satisfactory to the Administrative Agent and the Required Lenders, and such orders and their related motions shall be reasonably satisfactory to the Administrative Agent, the Required Lenders and the Borrower.

(j) Fees and Expenses. All outstanding and reasonable and documented fees and out-of-pocket expenses of the Lender Advisors shall have been paid.

(k) No Default. No Default or Event of Default shall have occurred and be continuing on the Closing Date.

(l) Material Adverse Effect. Since the Petition Date and except to the extent arising in connection with the Chapter 11 Cases, there shall not have occurred any event, circumstance or change that could reasonably be expected to, individually or in the aggregate with any other such event, circumstance or change, have a Material Adverse Effect.

(m) Consents. All necessary governmental and third party consents and approvals necessary in connection with the Facility and the transactions contemplated thereby shall have been obtained (without the imposition of any materially adverse conditions that are not acceptable to the Required Lenders) and shall remain in effect; and no law or regulation shall be applicable in the reasonable judgment of the Required Lenders that restrains, prevents or imposes materially adverse conditions upon the Facility or the transactions contemplated thereby.

(n) Validity and Priority of Liens. The Collateral Agent, for the benefit of the Secured Parties, shall have valid, binding, enforceable, non-avoidable, and automatically and fully and properly perfected Liens on, and security interests in, such Collateral, subject to the Legal Reservations and Perfection Requirements, in each case, having the priorities set forth in the Restructuring Support Agreement and the Interim Order and/or the Final Order and subject only to the payment in full in cash of any amounts due under the Carve Out.

(o) [Reserved].

(p) Closing Certificate. The Administrative Agent shall have received a certificate of a Responsible Officer of the Loan Parties, certifying as to the matters set forth in Sections 5.1 (k), (l) and (t).

(q) [Reserved].

(r) Junior DIP Commitment Letter. The Junior DIP Commitment Letter shall remain in full force and effect.

(s) No Default Under Material Agreements. There shall not occur as a result of, and after giving effect to, the funding of the Loans, a default (or any event which with the giving of notice or lapse of time or both would be a default) under any of the Loan Parties' or their respective Subsidiaries' debt instruments and other material agreements which would permit the counterparty thereto to exercise remedies thereunder (other than any default which the exercise of remedies is stayed by the Bankruptcy Code).

(t) Representations and Warranties. Each of the representations and warranties made by the Loan Parties pursuant to Section 4 and/or pursuant to the Loan Documents and in each certificate or other writing delivered to the Administrative Agent or any Lender pursuant to any Loan Document shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations or warranties that already are qualified or modified as to "materiality" or "Material Adverse Effect" in the text thereof, which representations and warranties shall be true and correct in all respects subject to such qualification) immediately prior to, on and as of the Closing Date (it being understood and agreed that any representation or warranty which by its terms is made as of a specified date shall be required to be true and correct in all material respects only as of such specified date (except that such materiality



qualifier shall not be applicable to any representations or warranties that already are qualified or modified as to “materiality” or “Material Adverse Effect” in the text thereof, which representations and warranties shall be true and correct in all respects subject to such qualification)).

(u) Restructuring Support Agreement. The Administrative Agent shall have received a copy of the Restructuring Support Agreement, duly executed and delivered by each of the parties thereto, and such Restructuring Support Agreement shall be in full force and effect and shall not have been amended, waived or otherwise modified without the prior written consent of the Required Lenders, and shall incorporate by reference the DIP Subordination Provisions and make the DIP Agents (for the benefit of the Lenders) a third-party beneficiary thereof.

**5.2 Conditions to Each Extension of Credit.** The obligations of the Lenders to make any Loans (including any Initial Loans and any Delayed-Draw Loans) on any Borrowing Date shall be effective when each of the following conditions precedent shall have been satisfied in a manner satisfactory to, or waived by, the Required Lenders (or, in the case of the conditions in Section 5.2(d), satisfied in a manner satisfactory to, or waived by, the Administrative Agent and the Required Lenders):

(a) Representations and Warranties. Each of the representations and warranties made by the Loan Parties pursuant to Section 4 and/or pursuant to the Loan Documents and in each certificate or other writing delivered to the Administrative Agent or any Lender pursuant to any Loan Document shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations or warranties that already are qualified or modified as to “materiality” or “Material Adverse Effect” in the text thereof, which representations and warranties shall be true and correct in all respects subject to such qualification) immediately prior to, on and as of such Borrowing Date (it being understood and agreed that any representation or warranty which by its terms is made as of a specified date shall be required to be true and correct in all material respects only as of such specified date (except that such materiality qualifier shall not be applicable to any representations or warranties that already are qualified or modified as to “materiality” or “Material Adverse Effect” in the text thereof, which representations and warranties shall be true and correct in all respects subject to such qualification)).

(b) No Default. No Default or Event of Default shall have occurred and be continuing on such Borrowing Date or after giving effect to the Loans requested to be made on such Borrowing Date.

(c) Material Adverse Effect. Since the Petition Date and except to the extent arising in connection with the Chapter 11 Cases, there shall not have occurred any event, circumstance or change that could reasonably be expected to, individually or in the aggregate with any other such event, circumstance or change, have a Material Adverse Effect.

(d) Fees and Expenses. All reasonable and documented out-of-pocket fees and expenses (including the hourly and monthly, as applicable, fees and expenses of outside counsel and financial advisors) required to be paid to the DIP Agents and the Lenders on or before such Borrowing Date shall have been paid, which shall include all outstanding and documented fees and out-of-pocket expenses of the Lender Advisors.

(e) Approved Budget. The Initial Budget (for the Initial Loans) or the most recently delivered Approved Budget (for any Delayed-Draw Loans) shall be in full force and effect as of any Borrowing Date.

(f) Interim Order/ Final Order.

(i) With respect to the Loans, the Bankruptcy Court shall have entered the Interim Order, which Interim Order shall be in full force and effect and shall not have been reversed,



vacated or stayed, and shall not have been amended, supplemented or otherwise modified without the prior written consent of the Required Lenders, and shall include the DIP Subordination Provisions.

(ii) With respect to any Delayed-Draw Loans, the Bankruptcy Court shall have entered the Final Order, which Final Order shall, on each Borrowing Date on and after the entry of the Final Order, be in full force and effect and shall not have been reversed, vacated or stayed, and shall not have been amended, supplemented or otherwise modified without the prior written consent of the Required Lenders.

(g) Milestones. The Loan Parties shall have satisfied each of the Milestones (to the extent such Milestone occurs prior to the applicable Borrowing Date) on or prior to the applicable Borrowing Date.

(h) Borrowing Notice. The Administrative Agent shall have received a Borrowing Notice in respect of each applicable Loan in accordance with the requirements of Section 2.2. Each Borrowing Notice delivered hereunder in respect of each Loan and each extension of Loans shall include a confirmation from the Borrower on and as of the Borrowing Date of the applicable Loan as to (i) the matters specified in clauses (a) through (k) (other than this clause (h)) in this Section 5.2 (assuming for purposes of such representation and warranty that the Administrative Agent and Required Lenders are satisfied with respect to all conditions the completion of which is subject to the satisfaction of the Administrative Agent and the Required Lenders) and (ii) with respect to a Borrowing of Delayed-Draw Loans, that the proceeds of such Borrowing shall be used in accordance with the Approved Budget (subject to Permitted Variances).

(i) Determinations under the Loan Documents. For purposes of determining compliance with any provision of any Loan Document on each Borrowing Date, each Lender shall be deemed to have consented to, approved or accepted, or be satisfied with, such Loan Document or other matter required under such Loan Document, in each case unless the Administrative Agent shall have been notified in writing by such Lender and specifying such Lender's objection thereto prior to the applicable Borrowing Date.

(j) Foreign Collateral. Subject to Section 6.12, the Administrative Agent shall have received a copy of each of the Post-Closing Foreign Security Documents duly executed and delivered by each of the parties thereto in form and substance reasonably acceptable to the Administrative Agent and the Required Lenders.

(k) Requirements of Law. With respect to any Delayed-Draw Loans, the making thereof shall not violate any requirement of law and shall not be enjoined, temporarily, preliminarily or permanently.

(l) Bankruptcy Matters. The Chapter 11 Cases shall not have been dismissed or converted into cases under chapter 7 or chapter 11 of the Bankruptcy Code, and no trustee under chapter 7 or chapter 11 of the Bankruptcy Code or examiner with expanded powers shall have been appointed in any of the Chapter 11 Cases.

## SECTION 6

### AFFIRMATIVE COVENANTS

Each Loan Party hereby jointly and severally with each other Loan Party (subject, in the case of any Foreign Loan Party or Foreign Subsidiary, to the Legal Reservations and in accordance with the Security Principles) agrees that, so long as any of the Loan Commitments remain in effect and until the Obligations (other than contingent indemnification obligations surviving after the termination of this

Agreement) are paid in full in cash in accordance with this Agreement, each such Loan Party shall, and shall cause each of its Subsidiaries to:

**6.1 Financial Statements.** Furnish to the Administrative Agent (and the Administrative Agent shall promptly furnish to the Lenders, by posting to Intralinks or otherwise):

(a) as soon as available, but in any event within one hundred and twenty (120) calendar days after the end of each fiscal year of Holdings commencing with the fiscal year ended December 31, 2025, the consolidated financial statements of Holdings and the Subsidiaries as at the end of such fiscal year, and the related consolidated statement of financial position, consolidated statements of profit or loss and comprehensive income and the consolidated statement of cash flows for such fiscal year, setting forth in each case in comparative form the figures for the previous fiscal year, all in reasonable detail and prepared in accordance with the applicable Accounting Principles, audited and accompanied by a report and opinion (without a “going concern” or like qualification or exception (except for qualifications or exceptions resulting solely from (A) an upcoming maturity date under any Indebtedness, (B) any actual or potential inability to satisfy a financial maintenance covenant on a future date or in a future period and (C) the Chapter 11 Cases)) of an independent registered public accounting firm of nationally recognized standing or another accounting firm reasonably acceptable to the Required Lenders, which report and opinion shall be prepared in accordance with generally accepted auditing standards;

(b) as soon as available, but in any event, within sixty (60) calendar days after the end of each of the first three (3) fiscal quarters of each fiscal year of Holdings, a consolidated balance sheet of Holdings and the Subsidiaries as at the end of such fiscal quarter, and the related (i) consolidated statements of income or operations and equity for such fiscal quarter and for the portion of the fiscal year then ended, and (ii) consolidated statements of cash flows for the portion of the fiscal year then ended, setting forth in each case in comparative form the figures for the corresponding fiscal quarter of the previous fiscal year and the corresponding portion of the previous fiscal year, all in reasonable detail and certified by a Responsible Officer as fairly presenting in all material respects the financial condition, results of operations, stockholders’ equity and cash flows of Holdings and the Subsidiaries in accordance with applicable Accounting Principles, subject only to normal year-end adjustments and the absence of footnotes;

(c) simultaneously with the delivery of each set of consolidated financial statements referred to in Section 6.1(a) and Section 6.1(b) above, the related consolidating financial statements reflecting the adjustments necessary to eliminate the accounts of Holdings and, if Holdings has any material assets or material liabilities other than equity of the Borrower or liabilities related to debt of the Borrower of any of its Subsidiaries such that such consolidated financial statements of Holdings and the Borrower are materially different, then, consolidating information regarding the Borrower and its Subsidiaries, compliance certificates and other information reasonably requested by the Lenders through the Administrative Agent (other than information subject to confidentiality obligations or attorney-client privilege) shall be provided by the Borrower at the same time such financial statement and certificates are otherwise required to be provided hereunder; and

(d) as soon as available, but in any event, within twenty (20) Business Days after the end of each month (commencing with the first month ending after the Petition Date), a consolidated balance sheet of Holdings and the Subsidiaries as at the end of such month, and the related (i) consolidated statements of income or operations and equity for such month and for the portion of the fiscal year then ended, and (ii) consolidated statements of cash flows for the portion of the fiscal year then ended, setting forth in each case in comparative form the figures for the corresponding month of the previous fiscal year and the corresponding portion of the previous fiscal year, all in reasonable detail and certified by a Responsible Officer as fairly presenting in all material respects the financial condition, results of operations,

stockholders' equity and cash flows of Holdings and the Subsidiaries in accordance with applicable Accounting Principles, subject only to normal year-end adjustments and the absence of footnotes.

All financial statements required to be delivered under this Sections 6.1 shall be complete and correct in all material respects and shall be prepared in reasonable detail and in accordance with the applicable Accounting Principles. With regard to interim financial statements, such interim financial statements will not include all of the information and footnotes required by the applicable Accounting Principles for complete financial statements. However, all adjustments (consisting of normal, recurring accrual) considered necessary for a fair presentation will be included therein.

**6.2 Information.** Furnish to the Administrative Agent (and the Administrative Agent shall promptly furnish to the Lenders, by posting to Intralinks or otherwise):

(a) concurrently with the delivery of any financial statements pursuant to Section 6.1(a) and (b), (i) an officer's certification on behalf of the Loan Parties that, on and as of such date, no Default or Event of Default shall have occurred or shall be continuing, and (ii) to the extent not previously disclosed to the Administrative Agent, a description of any change in the jurisdiction of organization of any Loan Party and a list of any applications or registrations of Intellectual Property filed in the name of, or acquired by, any Loan Party since the date of the most recent report delivered pursuant to this clause (a) (or, in the case of the first such report so delivered, since the Closing Date);

(b) within five (5) Business Days after the same are sent, copies of all financial statements and reports that the Borrower sends to any Junior DIP Agents or Prepetition Secured Parties or the holders of any class of its debt securities (other than the Lenders) in an aggregate principal amount in excess of \$10,000,000 for any one issue or public equity securities and not otherwise required to be furnished to the Lenders under this Agreement or any other Loan;

(c) [reserved]; and

(d) promptly, such additional financial and other information concerning a Loan Party or any of its Subsidiaries as any Lender or the Administrative Agent or any Lender Advisor on behalf of any Lender may from time to time reasonably request, provided that none of the Borrower nor any Subsidiary will be required to disclose or permit the inspection or discussion of, any document, information or other matter (i) that constitutes trade secrets or proprietary information, (ii) in respect of which disclosure to the Administrative Agent, any Lender Advisor or any Lender (or their representatives or contractors) is prohibited by law, fiduciary duty or any binding agreement or (iii) that is subject to attorney client or similar privilege or constitutes attorney work product.

**6.3 Payment of Taxes.** Pay, discharge or otherwise satisfy at or before maturity or before they become delinquent (for the avoidance of doubt, including pursuant to the Bankruptcy Code), as the case may be, all its tax obligations of whatever nature (including any interest, additions to tax or penalties applicable thereto), and filed all tax returns required to be filed, except where (i) the amount or validity thereof is being contested in good faith by appropriate proceedings and reserves in conformity with the applicable Accounting Principles with respect thereto have been provided on the books of the relevant Loan Party or its Subsidiaries or (ii) the failure to pay would not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect.

**6.4 Maintenance of Existence; Compliance.** (a)(i) Preserve, renew and keep in full force and effect its organizational existence and (ii) take all reasonable action to maintain all rights, privileges and franchises necessary or desirable in the normal conduct of its business, except, in each case, as otherwise permitted by Section 7.4 and except (other than in respect of clause (i) above with respect to any Loan

Party), to the extent that failure to do so would not reasonably be expected to have a Material Adverse Effect; and (b) comply with all Requirements of Law except to the extent that failure to comply therewith would not, in the aggregate, reasonably be expected to have a Material Adverse Effect.

**6.5 Maintenance of Property; Insurance.** (a) Keep all material real and tangible property useful and necessary in its business in good working order and condition, ordinary wear and tear and damage by casualty excepted, and maintain, renew and keep in full force and effect all material Intellectual Property owned by the Loan Parties, except, in each case, where the failure to do so would not reasonably be expected to result in a Material Adverse Effect, (b) maintain with financially sound and reputable insurance companies insurance (or pursuant to self-insurance to the extent commercially reasonable) and in such amounts as is carried generally in accordance with sound business practice by companies in similar businesses similarly situated and located; (c) other than any Foreign Subsidiaries, provide that each casualty or property insurance policy or general liability policy maintained or required to be maintained by any Loan Party shall (i) name the Administrative Agent, on behalf of the Secured Parties, as loss payee pursuant to a so-called “standard mortgagee clause” or “Lender’s loss payable endorsement,” with respect to property coverage of such Loan Party, and shall name the Administrative Agent on behalf of the Secured Parties as an additional insured, with respect to general liability coverage, (ii) provide that no action of any Loan Party or any Subsidiary or any other Person shall void any such policy as to the Administrative Agent or the Lenders, and (iii) use commercially reasonable efforts to see that such certificates provide that the insurers shall endeavor to notify the Administrative Agent of any proposed cancellation in accordance with the policy provisions and that the Administrative Agent or the Lenders will have the opportunity to correct any deficiencies justifying such proposed cancellation. The Borrower will, other than in respect of any Foreign Subsidiaries, if any portion of any Mortgaged Property is located in an area identified by the Federal Emergency Management Agency (or any successor agency) as a Special Flood Hazard Area with respect to which flood insurance has been made available under the National Flood Insurance Act of 1968 (as now or hereafter in effect or any successor act thereto), either (x) cause the applicable Mortgage to be released in accordance with Section 9.11 hereof or (y) (A) maintain, or cause to be maintained, with a financially sound and reputable insurer, flood insurance in an amount and otherwise sufficient to comply with all applicable rules and regulations promulgated pursuant to the Flood Insurance Laws and (B) deliver to the Administrative Agent evidence of such compliance in form and substance reasonably acceptable to the Administrative Agent.

**6.6 Inspection of Property; Books and Records; Discussions.** (a) Keep proper books of records and account in which full, true and correct entries in conformity with the applicable Accounting Principles in all material respects shall be made of all material dealings and transactions in relation to its business and activities, and (b) permit representatives of the Administrative Agent or any Lender or any Lender Advisor to visit and visually inspect any of its properties and examine and make abstracts from any of its books and records (other than materials protected by the attorney-client privilege and materials which such person may not disclose without violation of a confidentiality obligation binding upon it) at any reasonable time during normal business hours (and upon reasonable notice unless an Event of Default exists) and as often as may reasonably be desired and to discuss the business, operations, properties and financial and other condition of the Loan Parties and their Subsidiaries with officers and employees of the Loan Parties and their Subsidiaries and with their independent certified public accountants (provided the Borrower is given an opportunity to be present at such meetings); provided, that so long as no Event of Default is continuing, the Borrower shall not be required to pay or reimburse the expenses (to the extent otherwise required to do so hereunder) of the Administrative Agent or any Lender or any Lender Advisor, as applicable, of more than one such visit and inspection during any fiscal year. Notwithstanding anything to the contrary in this Section 6.6, neither the Borrower nor any Subsidiary will be required to disclose or permit the inspection or discussion of, any document, information or other matter (i) that constitutes trade secrets or proprietary information, (ii) in respect of which disclosure to the Administrative Agent or any

Lender (or their representatives or contractors) is prohibited by law, fiduciary duty or any binding agreement or (iii) that is subject to attorney client or similar privilege or constitutes attorney work product.

**6.7 Notices.** Promptly after obtaining knowledge thereof, give notice to the Administrative Agent and the Administrative Agent shall furnish to the Lenders by posting to Intralinks or otherwise of:

(a) the occurrence of any Default or Event of Default or any default or event of default or breach of any provision in the Restructuring Support Agreement or the Orders;

(b) any litigation, investigation or proceeding affecting any Loan Party or any of its Subsidiaries that could reasonably be expected to result in a Material Adverse Effect, or any development or event in respect of any litigation described on Schedule 4.6 which could be expected to be materially adverse to the interests of Borrower and its Subsidiaries;

(c) the following events, as soon as possible and in any event within ten (10) calendar days after any Responsible Officer of any Loan Party or any of its Subsidiaries knows or has reason to know thereof if such event or events could reasonably be expected to result in a Material Adverse Effect: (i) the occurrence of any Reportable Event with respect to any Single Employer Plan, a failure to make any required contribution to a Single Employer Plan or Multiemployer Plan, the creation of any Lien on the assets of any Loan Party in favor of the PBGC or an ERISA Plan or any withdrawal from, or the termination or Insolvency of, any Multiemployer Plan or; (ii) the institution of proceedings or the taking of any other action by the PBGC or any Loan Party or any Commonly Controlled Entity or any Multiemployer Plan with respect to the withdrawal from, or the termination or Insolvency of, any Single Employer Plan or Multiemployer Plan; and

(d) any development or event that has had or would reasonably be expected to have a Material Adverse Effect.

Each notice pursuant to this Section 6.7 shall be accompanied by a statement of a Responsible Officer setting forth details of the occurrence referred to therein and stating what action the relevant Loan Party or any applicable Subsidiary proposes to take with respect thereto.

**6.8 Environmental Laws.** (a) Comply in all material respects with, and use commercially reasonable efforts to ensure compliance in all material respects by all tenants and subtenants, if any, at the Properties with, all applicable Environmental Laws, and obtain and comply in all material respects with and maintain, and use commercially reasonable efforts to ensure that all tenants and subtenants obtain and comply in all material respects with and maintain, any and all licenses, approvals, notifications, registrations or permits required by applicable Environmental Laws, except in each case, to the extent that any such failure to do so would not reasonably be expected to have a Material Adverse Effect. This clause (a) shall be deemed not breached by a noncompliance with the foregoing if, upon learning of such noncompliance, any affected Loan Party or any of its Subsidiaries promptly undertakes reasonable efforts to eliminate such noncompliance, and such noncompliance and the elimination thereof, in the aggregate with any other noncompliance with any of the foregoing and the elimination thereof, could not reasonably be expected to have a Material Adverse Effect.

(b) Conduct and complete all material investigations, studies, sampling and testing, and all material remedial, removal and other actions required under Environmental Laws and promptly comply in all material respects with all lawful orders and directives of all Governmental Authorities regarding Environmental Laws, except in each case, to the extent that any such failure to do so would not reasonably be expected to have a Material Adverse Effect. This clause (b) shall be deemed not breached by a failure to comply with such an order or directive if any affected Loan Party or any of its Subsidiaries timely



challenges in good faith such order or directive in a manner consistent with all applicable Environmental Laws and pursues such challenge diligently, and the pendency and pursuit of such challenge, in the aggregate with the pendency and pursuit of any other such challenges, could not reasonably be expected to have a Material Adverse Effect.

## **6.9 Additional Collateral, Etc.**

(a) With respect to any personal property or Intellectual Property acquired after the Closing Date by any Loan Party that does not constitute an Excluded Asset as to which the Collateral Agent, for the benefit of the Secured Parties, does not have a valid, enforceable, non-avoidable, fully and properly perfected or recorded Lien, except as otherwise expressly provided for in this Section 6.9, the Security Agreement or any applicable Foreign Security Document, such Loan Party shall, subject to the Guarantee Limitations, Legal Reservations and Perfection Requirements and in accordance with the Security Principles except as otherwise provided in the Security Agreement or any applicable Foreign Security Document and in any event subject to the limitations set forth therein, promptly (i) execute and deliver to the Collateral Agent such amendments to the Security Agreement, any applicable Foreign Security Document or such other documents as may be required under applicable law or as the Collateral Agent reasonably deems necessary under the laws of the jurisdiction applicable to such property to grant to the Collateral Agent, for the benefit of the Secured Parties, valid, binding, enforceable, non-avoidable, and automatically and fully and properly perfected Liens on, and security interests in, such personal property or Intellectual Property, in each case, having the priorities set forth in the Interim Order and/or the Final Order and subject only to the payment in full in cash of any amounts due under the Carve Out and (ii) take all actions as may be reasonably requested by the Collateral Agent or Required Lenders or required under applicable law to grant to the Collateral Agent, for the benefit of the Secured Parties, the security interests and Liens described in foregoing sub-clause (i), including the filing of Uniform Commercial Code financing statements in such jurisdictions, filings with the United States Patent and Trademark Office and the United States Copyright Office and any other filing, registration or actions as may be reasonably required by the Security Agreement, any applicable Foreign Security Document or by law or as may be reasonably requested by the Collateral Agent. Notwithstanding the foregoing, all such after-acquired property shall automatically be subject to fully perfected Liens in favor of the Collateral Agent in accordance with the Interim Order or the Final Order, as applicable.

(b) With respect to any Material Owned Real Property (i) acquired after the Closing Date by any Loan Party, not later than (x) five (5) Business Days after the acquisition thereof, provide written notice of the acquisition thereof to the DIP Agents (including the address, purchase price and other relevant details relating to such property) and (y) 60 calendar days after the acquisition thereof (as such date may be extended by the Collateral Agent at the direction of the Required Lenders) or (ii) owned as of the Closing Date by any Loan Party, in each case of the foregoing (i) and (ii), upon the reasonable request by the Collateral Agent (acting at the direction of the Required Lenders), to use commercially reasonable efforts as soon as practicable after such request to grant, subject to the Guarantee Limitations, Legal Reservations and Perfection Requirements and in accordance with the Security Principles, to the Collateral Agent, for the benefit of the Secured Parties, valid, binding, enforceable, non-avoidable, and automatically and fully and properly perfected Liens on, and security interests in, such real property, in each case, having the priorities set forth in the Interim Order and/or the Final Order and subject only to the payment in full in cash of any amounts due under the Carve Out, and to preserve and protect any such Liens and security interests, including (A) filing the Orders in the jurisdiction in which such real property is located, (B) executing and delivering a Mortgage reasonably satisfactory to the Collateral Agent, in favor of the Collateral Agent, for the benefit of the Secured Parties, covering such real property and recorded by a nationally recognized title insurance company in such manner and in such place as is required by law, (C) procuring that all taxes, fees and other charges payable in connection therewith shall be paid in full, and (D) procuring delivery to the Collateral Agent of a copy of, or a certificate as to coverage under and a copy



of the flood insurance policy and a declaration page relating to, the insurance policies required by Section 6.5 including, without limitation, flood insurance policies, each of which (i) shall be endorsed or otherwise amended to include a “standard” or “New York” lender’s loss payable or mortgagee endorsement (as applicable), (ii) shall name the Collateral Agent, on behalf of the Secured Parties, as additional insured, (iii) in the case of flood insurance, if any, such certificate shall (x) identify the addresses of each property located in a special flood hazard area and (y) indicate the applicable flood zone designation, the flood insurance coverage and the deductible relating thereto. If so requested, such Loan Party shall otherwise take such actions and execute and/or deliver to the Collateral Agent such documents as the Collateral Agent shall reasonably require to confirm the validity, perfection and priority of the Lien of any Mortgage against such real property (including a title policy issued by the Title Company, a Survey and local counsel opinion (in form and substance reasonably satisfactory to the Collateral Agent)).

(c) With respect to any new Subsidiary (other than any Excluded Subsidiary) created or acquired after the Closing Date by any Loan Party and other Subsidiaries of Holdings (other than any Excluded Subsidiary) that become a Chapter 11 Debtor in the Chapter 11 Cases, promptly execute and deliver to the DIP Agents such documents, instruments, agreements, and take such actions as may be required to ensure that, subject to the Guarantee Limitations, Legal Reservations and Perfection Requirements and in accordance with the Security Principles, (x) such Subsidiary becomes a party to this Agreement as a Guarantor and becomes a party to all applicable Security Documents, any Intercreditor Agreement and any other Loan Documents in the same manner as each Subsidiary Guarantor is a party hereto and thereto on the Closing Date and (y) the Collateral Agent, for the benefit of the Secured Parties, obtains valid, binding, enforceable, non-avoidable, and automatically and fully and properly perfected Liens on, and security interests in, the Capital Stock of such Subsidiary and all property and assets owned by such Subsidiary constituting Collateral, in each case, having the priorities set forth in the Interim Order and/or the Final Order and subject only to the payment in full in cash of any amounts due under the Carve Out.

(d) Notwithstanding anything in this Agreement or any Security Document to the contrary, (i) the DIP Agents shall not take, and the Loan Parties shall not be required to grant, a security interest in any Excluded Asset and (ii) any security interest required to be granted or any action required to be taken, including to perfect such security interest, shall be subject to the same exceptions and limitations as those set forth in the applicable Security Documents. For the avoidance of doubt, Section 2(c) of the Security Agreement is hereby incorporated by reference, *mutatis mutandis*.

(e) Subject in each case to the Orders, the terms of the Security Documents, subject to the Guarantee Limitations, Legal Reservations and Perfection Requirements and in accordance with the Security Principles, each Loan Party shall promptly do all such acts (including making filings and registrations) and execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Collateral Agent may reasonably specify (and in such form as the Collateral Agent may reasonably require in favor of the Collateral Agent or its nominee(s)): (i) to complete all steps and actions necessary to perfect any Lien created or intended to be created under or evidenced by the Orders or Security Documents (which may include, but is not limited to, upon the request of the DIP Agents (at the direction of the Required Lenders), use commercially reasonable efforts to enter into account Control Agreements with respect to any deposit account, securities account or commodities account held by the Loan Parties, in each case as soon as practicable after such request and in form and substance satisfactory to the DIP Agents, the execution of a mortgage (if requested pursuant to Section 6.9(b)), a charge, assignment or other Lien over all or any of the assets which are, or are intended to be, the subject of the Lien granted pursuant to the Orders or Security Documents); and/or (ii) if an Event of Default has occurred and is continuing, to facilitate the realization of the assets which are, or provided they have been perfected, are intended to be, the subject of the Lien granted pursuant to the Orders or Security Document.

(f) Unless the Borrower has given each of the DIP Agents at least ten days' prior written notice, neither the Borrower nor any other Loan Party will change (i) their legal name, (ii) their jurisdiction of organization, (iii) their chief executive office or, (iv) their corporate or legal structure. The Borrower and each other Loan Party agree not to effect or permit any change referred to in the preceding sentence unless all filings have been made under the Uniform Commercial Code or otherwise that are required in order for the DIP Agents to continue at all times following such change to have a valid, legal and perfected first priority security interest in all the Collateral. The Borrower and each other Loan Party agrees promptly to notify the DIP Agents if any material portion of the Collateral owned or held by such Loan Party is damaged or destroyed.

#### **6.10 Additional Chapter 11 Reporting.**

(a) Initial Budget/Approved Budget. The Loan Parties shall ensure that the Initial Budget shall be in effect as the Approved Budget at all times until superseded in accordance with Section 6.10(b).

(b) Updated Budget. (i) Not later than 12:00 p.m. New York City time on Friday of each fourth week, commencing with the first Friday following the fourth calendar week after the date of the entry of the Interim Order (or the successive Business Day if such Friday is not a Business Day) and (ii) as required by Section 5.2(e), the Loan Parties shall deliver to the Administrative Agent and the Lenders an updated budget (an "Updated Budget") covering the 13-week period that commences with the week in which such Updated Budget is delivered, consistent with the form and level of detail set forth in the Initial Budget and showing, Budgeted Operating Disbursements, Budgeted Non-Operating Activities, Budgeted First Day Motion Relief, Budgeted Operating Receipts and the Budgeted Professional Fees and, to the extent any Updated Budget is not objected to by the Required Lenders in their sole discretion within five (5) Business Days of receipt thereof, the Updated Budget shall be deemed accepted and become the Approved Budget; provided, that, in the event the Required Lenders and the Loan Parties cannot agree as to the Updated Budget, such disagreement shall only give rise to an Event of Default once the 13-week period covered by the prior Approved Budget has ended. Each Approved Budget delivered to the Lenders shall be accompanied by such supporting documentation as reasonably requested by the Required Lenders.

(c) Variance Reporting. Not later than 12:00 p.m., New York City time on each Friday, commencing with the first Friday following the first four (4) full weeks after the Petition Date (or the successive Business Day if such Friday is not a Business Day), the Loan Parties shall deliver to the Administrative Agent and the Lenders a variance report (a "Variance Report") for the immediately preceding four-week period then ended (such period, a "Testing Period") (i) setting forth Actual Operating Disbursements, Actual Non-Operating Activities, Actual First Day Motion Relief, Actual Operating Receipts and Actual Professional Fees of the Loan Parties on a cumulative basis and setting forth all of the variances, as compared to the Budgeted Operating Disbursements, Budgeted Non-Operating Activities, Budgeted First Day Motion Relief, Budgeted Operating Receipts and the Budgeted Professional Fees, respectively, set forth in the Approved Budget for such Testing Period, together with a certificate of the chief financial officer, treasurer or other officer with similar financial or accounting responsibility of Holdings, (ii) explaining in adequate detail all material variances from the Approved Budget for such Testing Period and (iii) certifying compliance by the Loan Parties with requirements set forth in Section 7.1(a) for such Testing Period or identifying and explaining in reasonable detail any non-compliance by the Loan Parties with such requirements. Variances, if any, from the applicable Approved Budget, and any amendments, supplements, modifications or proposed changes to the applicable Approved Budget or Variance Report, shall be subject to Required Lenders; *provided that* any such variance, amendment, supplement, modification or proposed change shall be deemed to be approved by Required Lenders if (a) the Borrower delivers a request therefor in writing to the Administrative Agent (for further delivery to the Lenders) and Junior DIP Agents, (b) the Required Lenders shall not have objected thereto

within five (5) Business Days following the receipt of such request and (c) the Junior DIP Agents have consented thereto.

(d) Liquidity Reporting. Not later than 12:00 p.m., New York City time on each Friday, commencing with the first Friday following the Closing Date (or the successive Business Day if such Friday is not a Business Day), the Loan Parties shall deliver a liquidity certificate (a “Liquidity Certificate”) to the Administrative Agent and the Lenders, in form and substance satisfactory to the Required Lenders, stating Liquidity as of the last Business Day of the prior week.

(e) Management Conference Calls; Access to Management. The Borrower (and/or its advisors) shall, at the request of the Required Lenders, (A) participate in a teleconference (the “Management Conference Call”) to take place at least once per calendar week (at such time as is reasonably satisfactory to the Required Lenders and the Borrower and its advisors), which Management Conference Call shall (i) involve participation by the CRO, if any, and/or at least one senior member of the professional advisors to the Loan Parties and/or such Lenders and Lender Advisors that elect to participate therein and (ii) be intended for purposes of discussing the Loan Parties’ restructuring (including any budget proposed to be the Approved Budget, Variance Reports, Liquidity Reports and any projections) and such other information and matters reasonably related thereto or reasonably requested by any Lender (it being understood that no such response by the Borrower shall require them to disclose or permit the discussion of, any document, information or other matter (x) that constitutes any Loan Party’s trade secrets or proprietary information, (y) in respect of which disclosure to the Administrative Agent or any Lender (or their representatives or contractors) is prohibited by law, fiduciary duty or any binding agreement or (z) that is subject to attorney client or similar privilege or constitutes attorney work product), and (B) provide to the Lenders and Lender Advisors reasonable access to Loan Parties’ management (including, without limitation, the CRO, if any) and professional advisors to the Loan Parties.

(f) Weekly Cash Flow Reporting. On or prior to the Friday of each week, commencing with June 27, 2025, the Borrower shall deliver to the Administrative Agent and the Lenders weekly actual cash flows in the same form as set forth in the Approved Budget with the same level of detail, together with a variance report showing variances on a weekly and cumulative basis at a regional level with explanations for all material variances.

#### **6.11 Bankruptcy Covenants.**

(a) Keep the Cash Management Order in effect at all times on and after the Closing Date, and maintain a cash management system in compliance with the Cash Management Order.

(b) Ensure the satisfaction of the Milestones on or before the applicable dates (or any later date approved by the Required Lenders in their sole discretion).

(c) Use commercially reasonable efforts (i) to prepare or cause to be prepared the applicable Loan Documents within the Borrower’s control (including all relevant motions, applications, orders, any other required agreements and other documents to effectuate and consummate the restructuring transactions) and to negotiate such documents in good faith, (ii) to provide draft copies of all material motions, documents and other pleadings to be filed in the Chapter 11 Cases to counsel to the Required Lenders and the Lenders as soon as reasonably practicable, and (iii) to consult in good faith with counsel to the Required Lenders regarding the form and substance of any of the foregoing documents in advance of the filing, execution, distribution or use (as applicable) thereof;

(d) Unless a Superior Proposal is selected in connection with the Marketing Process, use commercially reasonable efforts to (1) file the Plan of Reorganization and the accompanying disclosure

statement with the Bankruptcy Court pursuant to the Milestones, and (2) as soon as practicable following entry of the order approving such disclosure statement by the Bankruptcy Court, cause the solicitation of votes to approve the Plan of Reorganization and seek entry of the confirmation order with respect thereto;

(e) If a Superior Proposal is selected in connection with the Marketing Process, use commercially reasonable efforts to promptly file any motion, proposed order or other filings reasonably necessary to seek Bankruptcy Court approval of such Superior Proposal;

(f) Oppose any motion filed with the Bankruptcy Court by any person seeking the entry of an order (a) directing the appointment of an examiner with expanded powers or a trustee, (b) converting any Chapter 11 Case to a case under chapter 7 of the Bankruptcy Code, or (c) dismissing the Chapter 11 Cases;

(g) Inform the Lender Advisors as soon as reasonably practicable after becoming aware of: (a) any matter or circumstance which they know to be a material impediment to the implementation or consummation of the restructuring transactions; (b) a breach of any Loan Document; and (c) any representation or statement made or deemed to be made by any Loan Party under any Loan Document which is or proves to have been incorrect or misleading in any material respect when made or deemed to be made;

(h) To the extent reasonably practicable, at the request of the Required Lenders, participate in once-a-week telephonic conferences with the Lenders that agree to receive material non-public information about the Borrower, the Loan Parties and their Related Parties or their respective securities (without any advance determination of whether such information is material), and the Lender Advisors to provide updates and information related to the Chapter 11 Debtors' restructuring;

(i) Pay and reimburse all professional fees required to be paid pursuant to the Orders or this Agreement in full in cash in immediately available funds subject to any applicable orders of the Bankruptcy Court (including the Orders) but without the need to file fee or retention applications, all expenses incurred prior to (to the extent not previously paid) the effective date of the Plan of Reorganization;

(j) [Reserved];

(k) Not file any motion, pleading, or other document with the Bankruptcy Court or any other court (including any modifications or amendments thereof) that, in whole or in part, is not consistent with the Loan Documents without obtaining the prior written consent of the Required Lenders; provided, however that the Chapter 11 Debtors shall be allowed to file such motion, pleading, or other document with respect to the matters set forth in Schedule 4.6 attached hereto but not to agree to any settlement or cash payment with respect thereto without obtaining the prior written consent of the Required Lenders;

(l) Not file any chapter 11 plan of reorganization or motion seeking approval of a sale of all or substantially all of the Loan Parties' assets unless such plan or sale pays the Obligations in full in cash;

(m) Not direct any direct or indirect Subsidiary of the Chapter 11 Debtors to take any action, or fail to take any action, that would be inconsistent with the Loan Documents;

(n) Use all reasonable efforts to take any actions (including instituting proceedings) that are necessary or advisable to protect the Chapter 11 Debtors and Holdings' subsidiaries that are not Debtors domiciled in the United States from any actions, proceedings, exercises of contractual rights, terminations, defaults, remedies or other adverse actions brought by third parties arising from or in connection with the commencement of the Chapter 11 Cases (including, without limitation, termination of leases and any other

Material Contracts) (collectively, “Restructuring Impacts”), which actions may include seeking appropriate protections in non-U.S. jurisdictions;

(o) Maintain at all times the Restructuring Support Agreement in full force and effect with respect to the Plan Sponsors and the Company Parties (as each such term is defined in the Restructuring Support Agreement) (including the Loan Parties).

**6.12 Post-Closing Obligations.** Take the actions set forth on Schedule 6.12 within the timelines set forth therein (as such timelines may be extended by the Agent with the consent of the Required Lenders; *provided that* any such extension shall be deemed to be provided if (a) the Borrower delivers a request for an extension in writing to the Administrative Agent (for further delivery to the Lenders) and Junior DIP Agents, (b) the Required Lenders shall not have objected thereto within five (5) Business Days following the receipt of such consent and (c) the Junior DIP Agents have consented thereto in accordance with the applicable covenant in the Junior DIP Credit Agreement.

**6.13 Milestones.** The Borrower shall comply with the Milestones (as may be waived or extended in the sole discretion of the Required Lenders).

**6.14 Conduct of Business.** Use commercially reasonable efforts to maintain in full force and effect all necessary licenses, permits, franchises, rights to participate in, or the benefit of valid agreements to participate in, material and other rights necessary for the conduct of its business and for the intended use of its properties and assets to the extent necessary to ensure no interruption in cash flow and use commercially reasonable efforts to preserve intact its and its Subsidiaries’ business organization and relationships with third parties.

**6.15 Use of Proceeds.** The proceeds of the Loans will be used only as provided in Section 4.16.

**6.16 [Reserved].**

**6.17 Know-Your-Customer Requirements.** (a) If:

(A) the introduction of or any change in any law or regulation made after the date on which it became a Secured Party under this Agreement; or

(B) a proposed assignment or transfer by a Lender of any of its rights and obligations under this Agreement to a new Lender,

obliges the DIP Agents, any Lender or (in the case of paragraph (B) above) any prospective new Lender to comply with “know your customer” or similar identification procedures in respect of a Loan Party in circumstances where the necessary information is not already available to it (or, in the case of paragraph (B) above, an existing Lender), that Loan Party shall promptly, upon the request of the DIP Agents or any Lender, supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the DIP Agents (for itself or on behalf of any Lender) or any Lender or itself or on behalf of any prospective new Lender in form and substance satisfactory to the DIP Agents and/or Lenders as applicable, provided that such new Lender has complied with any confidentiality undertaking as required in this Agreement in order for the DIP Agents, such Lender or such prospective new Lender to carry out and be satisfied with the results of all necessary “know your customer” or other similar checks it is required by law or regulation (including pursuant to each of the foreign assets control regulations of the United States Treasury Department (31 CFR Subtitle B, Chapter V, as amended)) to carry out pursuant to the transactions contemplated in the Loan Documents.



(b) Each Lender shall promptly, upon the request of the DIP Agents, supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the DIP Agents (for itself or on behalf of any other Secured Party) in form and substance satisfactory to the DIP Agents and/or Lenders as applicable, in order for the DIP Agents or such other Secured Party to carry out and be satisfied with the results of all necessary “know your customer” or similar other checks in relation to any person that it is required to carry out pursuant to the transactions contemplated in the Loan Documents.

**6.18 Compliance with Laws.** Each Loan Party shall comply with all Requirements of Law except to the extent that failure to comply therewith would not, in the aggregate, reasonably be expected to have a Material Adverse Effect.

**6.19 Anti-Corruption Laws, Anti-Money Laundering Laws, and Sanctions.** Each Loan Party and each of its Subsidiaries shall comply in all material respects with applicable Anti-Corruption Laws, Anti-Money Laundering Laws, and Sanctions. Each Loan Party shall maintain or be subject to policies and procedures reasonably designed for each Loan Party and each of its Subsidiaries to achieve compliance with applicable Anti-Corruption Laws, Anti-Money Laundering Laws, and Sanctions.

## SECTION 7

### NEGATIVE COVENANTS

Each Loan Party hereby agrees that, so long as any of the Loan Commitments remain in effect and until the Obligations (other than contingent indemnification obligations surviving after the termination of this Agreement) are paid in full in cash in accordance with this Agreement, such Loan Party shall not, and shall not permit any of its Subsidiaries to:

#### **7.1 Financial Covenants.**

(a) **Permitted Variance.** Each Friday, commencing on the fifth (5<sup>th</sup>) Friday following the entry of the Interim Order, on a cumulative basis over the related Testing Period, the Loan Parties shall not permit the actual amount of Net Cash Flow for such Testing Period (excluding, for purposes of determining compliance with the Approved Budget and calculation of the Permitted Variance, Allowed Professional Fees, DIP Fees, DIP Financing Interest and repayment of the Emergency Loan Repayment) to exceed the amount of forecasted Net Cash Flow for such Testing Period in the applicable Approved Budget by more than 25.0% (the “Permitted Variance”), *provided* that, it is not a breach of this Section 7.1(a) if the amount of the Permitted Variance does not exceed \$25,000,000; *provided* that any noncompliance of this Section 7.1(a) shall not constitute breach of this covenant for purposes of determining an Event of Default so long as the Borrower is in compliance with the Permitted Variance within two (2) weeks of the date of any such initial noncompliance.

(b) **Minimum Liquidity.** Commencing on the Closing Date, the Borrower shall not permit Liquidity to be less than \$200,000,000.

**7.2 Indebtedness.** Create, issue, incur, assume, or become liable in respect of any Indebtedness, except, and, in each case, subject to the Approved Budget:

(a) the Obligations;

(b) Indebtedness of (i) any Loan Party owing to any other Loan Party, (ii) any Loan Party owing to any Subsidiary that is not a Loan Party; *provided* that any such Indebtedness shall be subordinated to the Obligations on terms reasonably satisfactory to the Required Lenders and (iii) any Subsidiary that is



not a Loan Party owing to any Loan Party, in the case of this clause (iii), in an aggregate principal amount at any time outstanding not to exceed (x) \$25,000,000 minus, without duplication, (y) the aggregate amount of Investments made at or prior to such time pursuant to Section 7.7(e); *provided* that any Indebtedness referred to in this clause (b)(iii) shall be incurred in the ordinary course of business and consistent with past practice and shall be used by such Subsidiary that is not a Loan Party solely for working capital and general corporate purposes of such Subsidiary; *provided, further*, that any Indebtedness referred to in this clause (b) that is funded with the proceeds of the Loans shall be evidenced by and subject to the Global Intercompany Note and, to the extent owed to a Loan Party, pledged to secure the Obligations pursuant to the terms of the Security Agreement;

(c) Guarantee Obligations by the Borrower or any Subsidiary of Indebtedness of the Borrower or any other Subsidiary to the extent that such Indebtedness is otherwise permitted to be incurred pursuant to this Section 7.2; provided that, in the case of any Guarantee by any Loan Party of Indebtedness of any Subsidiary that is not a Loan Party, the related Investment is not in violation of Section 7.7; provided, further, that no guarantee by any Subsidiary of any obligations under the Junior DIP Credit Agreement or any Prepetition Credit Agreement shall be permitted unless such Subsidiary has also provided a guarantee of the Obligations;

(d) Indebtedness of any Loan Party and any Subsidiaries outstanding on the Petition Date immediately prior to the Chapter 11 Cases in respect of the Prepetition Loan Obligations; provided, that no refinancing, restructuring, renewal, replacement, extension, amendment or other modification to such Indebtedness shall be permitted at any time;

(e) Indebtedness of any Loan Party and/or any Subsidiary thereof (other than Indebtedness referred to in Section 7.2(d)) validly incurred prior to and outstanding on the Petition Date immediately prior to the Chapter 11 Cases, as set forth on Schedule 7.2(e) (as in effect on the Closing Date); provided, that (x) no refinancing, restructuring, renewal, replacement, extension, amendment or other modification to (other than pursuant to the Chapter 11 Cases) such Indebtedness and no additions to Schedule 7.2(e) shall be permitted hereunder at any time and (y) any Indebtedness of a Loan Party owing to a Subsidiary that is not a Loan Party shall be subordinated to the Obligations on terms reasonably satisfactory to the Required Lenders;

(f) Indebtedness (including, without limitation, Capital Lease Obligations) secured by Liens permitted by Section 7.3(g) in an aggregate principal amount not to exceed \$10,000,000;

(g) obligations in respect of letters of credit issued in the ordinary course of business consistent with past practice in favor of insurance carriers of the Loan Parties and the Subsidiaries and of performance, surety, statutory or appeal bonds or with respect to worker's compensation claims or other bonds permitted under Section 7.3;

(h) Indebtedness incurred in the ordinary course of business consistent with past practices in respect of netting services, overdraft protections and otherwise in connection with deposit accounts;

(i) Indebtedness representing deferred compensation or similar arrangements to employees of the Borrower and its Subsidiaries incurred in the ordinary course of business consistent with past practice;

(j) accretion or amortization of original issue discount and accretion of interest paid in kind, in each case, in respect of Indebtedness otherwise permitted by this Section 7.2;

(k) Indebtedness owed to any Person providing property, casualty, business interruption or liability insurance to Holdings (to the extent such obligations or activities of Holdings are related to the

Borrower or any of its Subsidiaries), the Borrower or any of their Subsidiaries, provided that such Indebtedness is incurred to finance insurance premiums in respect of such insurance;

(l) to the extent constituting Indebtedness, Guarantee Obligations, incurred in the ordinary course of business consistent with past practices, of the obligations of suppliers, customers, franchisees and licensees of the Borrower and its Subsidiaries;

(m) performance Guarantee Obligations of the Borrower and its Subsidiaries primarily guaranteeing performance of Contractual Obligations of the Borrower or Subsidiaries to a third party and not primarily for the purpose of guaranteeing payment of Indebtedness;

(n) obligations in respect of letters of support, guarantees or similar obligations issued, made or incurred for the benefit of any Subsidiary of the Borrower to the extent required by law or in connection with any statutory filing or the delivery of audit opinions performed in jurisdictions other than within the United States;

(o) Indebtedness of the Borrower or any other Loan Party under the Junior DIP Loan Documents, so long as (X) no loans under the Junior DIP Loan Documents may be drawn prior to the date on which the Delayed-Draw Loans have been drawn in full and (Y) the terms and conditions applicable thereto (i) are consistent with those set forth in the Junior DIP Commitment Letter and (ii) are not more restrictive than the terms and conditions set forth in this Agreement unless such more restrictive terms and conditions are added for the benefit of the Facility or are otherwise reasonably acceptable to the Required Lenders; provided that (a) Indebtedness incurred thereunder shall be subject to the Intercreditor Agreement, such that, among other things, (i) the Liens securing such Indebtedness shall be junior in priority to the Liens securing the Obligations except with respect to the "DIP Escrow Account" as defined in and set forth in the Orders and (ii) administrative expense claims and other claims with respect to such Indebtedness shall be junior to the administrative expense claims and other claims with respect to the Obligations; (b) such Indebtedness shall not have any obligors that are not Loan Parties; (c) such Indebtedness shall not be secured by any property or asset that does not secure the Loans; (d) such Indebtedness shall not mature or amortize prior to the stated maturity date (whether the Initial Maturity Date or as extended) of the Loans; and (e) no interest, premiums, fees or other similar amounts may be paid in cash in respect of such Indebtedness at any time prior to the repayment in full in cash of the Obligations;

(p) obligations in respect of accounting receivables factoring, revolving receivables or securitization or similar financing facilities, in each case, incurred in the ordinary course of business and consistent with past practice (including with respect to the maximum amount of such obligations incurred); and;

(q) other Indebtedness in an aggregate principal amount not to exceed \$5,000,000.

For purposes of determining compliance with any restriction on the incurrence of Indebtedness, the principal amount of Indebtedness denominated in a foreign currency shall be calculated based on the relevant currency exchange rate in effect on the date such Indebtedness was incurred, in the case of term debt, or first committed, in the case of revolving credit debt; provided that if such Indebtedness is incurred to extend, replace, refund, refinance, renew or defease other Indebtedness denominated in a foreign currency, and such extension, replacement, refunding, refinancing, renewal or defeasance would cause the applicable restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of such extension, replacement, refunding, refinancing, renewal or defeasance, such restriction shall be deemed not to have been exceeded so long as the principal amount of such refinancing Indebtedness does not exceed the principal amount of such Indebtedness being extended, replaced, refunded, refinanced, renewed or defeased, plus the amount of any premium paid, and fees and expenses incurred, in connection

with such extension, replacement, refunding refinancing, renewal or defeasance (including any fees and original issue discount incurred in respect of such resulting Indebtedness).

**7.3 Liens.** Create, incur, assume or suffer to exist any Lien upon any of its property, whether now owned or hereafter acquired, except, and, in each case, subject to the Approved Budget:

(a) Liens for taxes, assessments, charges or other governmental levies (i) not overdue for a period of more than sixty (60) calendar days or that are being contested in good faith by appropriate proceedings, provided that adequate reserves with respect thereto are maintained on the books of the Borrower or its Subsidiaries, as the case may be, in conformity with the applicable Accounting Principles or such amounts are not otherwise required to be paid under Section 6.3 or (ii) arising after the Petition Date to the extent the payment thereof is stayed by reason of the Chapter 11 Cases, the applicable Order, or other Bankruptcy Court order, provided that adequate reserves with respect thereto are maintained on the books of the Borrower or its Subsidiaries, as the case may be, in conformity with the applicable Accounting Principles;

(b) carriers', warehousemen's, mechanics', materialmen's, repairmen's or other like Liens arising in the ordinary course of business that are not overdue for a period of more than sixty (60) calendar days or that are being contested in good faith by appropriate proceedings, so long as reserves or other appropriate provisions, if any, as shall be required by the applicable Accounting Principles shall have been made for any such contested amounts;

(c) pledges or deposits in connection with workers' compensation, unemployment insurance and other social security legislation and deposits securing liability insurance carriers under insurance or self-insurance arrangements;

(d) deposits to secure the performance of bids, trade contracts (other than for borrowed money), leases, statutory obligations, contractual or warranty obligation, surety and appeal bonds, performance bonds and other obligations of a like nature, in each case incurred in the ordinary course of business;

(e) easements, rights-of-way, restrictions and other similar encumbrances that, in the aggregate, do not in any case materially detract from the value of the property subject thereto or materially interfere with the ordinary conduct of the business of the Borrower or any of its Subsidiaries;

(f) Liens in the United States existing on the Petition Date and available through customary lien searches immediately prior to the Chapter 11 Cases that are set forth on Schedule 7.3(f);

(g) Liens securing Indebtedness of the Borrower or any of its Subsidiaries incurred pursuant to Section 7.2(f) solely to finance the acquisition, development, construction, restoration, replacement, rebuilding, maintenance, upgrade or improvement of new equipment, fixed or capital assets or real property or the repair or improvement thereof or the refinancing of real property; provided that (i) such Liens and the Indebtedness secured thereby shall be created within one hundred and eighty (180) days after the acquisition, construction, repair or improvement of such new equipment, fixed assets or real property or improvements thereto and (ii) such Liens do not at any time encumber any property other than the equipment, fixed assets or real property (or the real property improved by such improvements) financed by such Indebtedness;

(h) Liens created pursuant to the Security Documents;

(i) contractual or statutory Liens of landlords and Liens of suppliers (including sellers of goods) and other Liens imposed by law or pursuant to customary reservations or retentions of title arising in the ordinary course of business;

(j) rights of setoff or bankers' liens upon deposits of cash in favor of banks or other depository institutions (including, for the avoidance of doubt, Liens arising under the general terms and conditions of banks or saving banks (*Allgemeine Geschäftsbedingungen der Banken und Sparkassen*)) whether arising by contract or operation of law, incurred in the ordinary course of business so long as such deposits are not intended to be collateral for any obligations;

(k) Adequate Protection Liens;

(l) Liens arising from precautionary Uniform Commercial Code financing statements regarding operating leases or consignments;

(m) Liens on insurance policies and the proceeds thereof securing the financing of the premiums with respect thereto;

(n) Liens encumbering customary initial deposits and margin deposits, and similar Liens and margin deposits, and similar Liens attaching to commodity trading accounts or other brokerage accounts, in each case incurred in the ordinary course of business;

(o) Liens incurred in connection with the purchase or shipping of goods or assets on the related goods or assets and proceeds thereof in favor of the seller or shipper of such goods or assets;

(p) Liens in favor of customs and revenues authorities which secure payment of customs duties in connection with the importation of goods;

(q) Liens arising out of judgments or awards not constituting an Event of Default under Section 8.1(h) and notices of lis pendens and associated rights related to litigation being contested in good faith by appropriate proceedings and for which adequate reserves have been made;

(r) any interest or title of a licensor, sublicensor, lessor or sublessor under any license or lease agreement in the ordinary course of business not interfering with the business of the Borrower or any of its Subsidiaries;

(s) licenses, sublicenses, leases or subleases granted to third Persons in the ordinary course of business not interfering in any material respect with the business of the Borrower or any of its Subsidiaries;

(t) Liens which arise under Article 2 and Article 4 of the UCC (as defined in the Security Agreement), or the corresponding provisions of the Uniform Commercial Code in other jurisdictions, on items in collection and documents and proceeds related thereto;

(u) ground leases in respect of real property on which facilities owned or leased by the Borrower or any of its Subsidiaries are located;

(v) zoning, building codes and other land use or environmental laws regulating the use or occupancy of real property or the activities conducted thereon which are imposed by any Governmental Authority having jurisdiction over such real property and are not violated by the current use or occupancy of such real property or materially interfere with the ordinary conduct of the business of the Borrower or any of its Subsidiaries thereon;

- (w) Liens securing repurchase obligations under Cash Equivalents;
- (x) Liens arising out of conditional sale, title retention, consignment or similar arrangements for the sale of goods entered into in the ordinary course of business;
- (y) pledges or deposits of cash and Cash Equivalents securing deductibles, self- insurance, co-payment, co-insurance, retentions or other similar obligations to providers of property, casualty or liability insurance in the ordinary course of business;
- (z) Liens securing obligations (other than obligations representing Indebtedness for borrowed money) under operating, reciprocal easement or similar agreements entered into in the ordinary course of business of the Borrower and its Subsidiaries;
- (aa) Liens arising under any retention of title, extended retention of title (*verlängerter Eigentumsvorbehalt*), hire purchase or conditional sale agreement or arrangements having similar effect in respect of goods or, in the case of an extended retention of title arrangement, receivables resulting from the sale of such goods supplied to a Loan Party in the ordinary course of trading and on the supplier's standard or usual terms and not arising as a result of default or omission by any Loan Party;
- (bb) Liens pursuant to or in connection with Section 8a of the German Old-Age Part Time Act (*Altersteilzeitgesetz*) or Section 7e of the Fourth Book of the German Social Code (*Sozialgesetzbuch IV*) utility and similar deposits in the ordinary course of business;
- (cc) Liens arising under ERISA.
- (dd) utility and similar deposits in the ordinary course of business;
- (ee) Liens arising under any retention of title, extended retention of title (*verlängerter Eigentumsvorbehalt*), hire purchase or conditional sale agreement or arrangements having similar effect in respect of goods or, in the case of an extended retention of title arrangement, receivables resulting from the sale of such goods supplied to a Loan Party in the ordinary course of trading and on the supplier's standard or usual terms and not arising as a result of default or omission by any Loan Party;
- (ff) Liens in respect of liabilities owed to a Loan Party or any other Subsidiary of Holdings only, if and to the extent that Lien is (i) required for the relevant German Loan Party (or its general partner, as the case may be) in order to comply with its obligations under paragraphs 30 and/or 43 of the German Limited Liability Companies Act (*GmbHG*) or paragraphs 57 and/or 93 of the German Stock Corporation Act (*Aktiengesetz*) and (ii) in respect of assets of the relevant German Loan Party not subject to, and not required to be become subject to, a Lien in favor of the Collateral Agent;
- (gg) Liens pursuant to or in connection with Section 8a of the German Old-Age Part Time Act (*Altersteilzeitgesetz*) or Section 7e of the Fourth Book of the German Social Code (*Sozialgesetzbuch IV*) utility and similar deposits in the ordinary course of business;
- (hh) Liens securing obligations permitted to be incurred under Section 7.2(d) and (o); *provided* that, in each case such Liens shall be subject to the priorities set forth in the Orders and the Restructuring Support Agreement and subordinated to the Liens created under the Loan Documents pursuant to an Intercreditor Agreement;
- (ii) Liens securing obligations permitted to be incurred under Section 7.2(p); and



- (jj) Liens securing obligations in an aggregate principal amount not to exceed \$5,000,000.

**7.4 Fundamental Changes.** Directly or indirectly enter into any merger, consolidation or amalgamation, or liquidate, wind up or dissolve itself (or suffer any liquidation or dissolution), or Dispose of all or substantially all of its property or business, except, if at the time thereof and immediately after giving effect thereto, no Event of Default or Default shall have occurred and be continuing, (i) a Subsidiary Guarantor may merge into the Borrower (so long as the Borrower is the surviving entity) or another Subsidiary Guarantor, (ii) any Subsidiary may merge into any Subsidiary Guarantor (so long as the Subsidiary Guarantor is the surviving entity), (iii) Dispositions not in violation of Section 7.5, (iv) any non-Loan Party Subsidiary may liquidate, wind up or dissolve itself (or suffer any liquidation or dissolution) if Holdings determines in good faith that such liquidation, wind up or dissolution is in the best interest of Holdings and its Subsidiaries, taken as a whole, and is not adverse to the interest of the Lenders, and (v) pursuant to a Plan of Reorganization or 363 Sale which provides for the payment in full in cash of the Obligations.

**7.5 Disposition of Property; Mergers.** Dispose of any of its property, whether now owned or hereafter acquired, or, in the case of any Subsidiary, issue or sell any shares of such Subsidiary's Capital Stock to any Person, except:

- (a) the Disposition of obsolete or worn out property or of property no longer used or useful in the conduct of the Borrower and its Subsidiaries, in each case in the ordinary course of business;
- (b) the Disposition of Cash Equivalents and sale of inventory in the ordinary course of business;
- (c) (i) any of the Borrower and its Subsidiaries may transfer assets to the Borrower or any Subsidiary Guarantor, (ii) any Subsidiary that is not a Guarantor may transfer assets to any other Subsidiary that is not a Guarantor and (iii) any of the Loan Parties may transfer assets to any non-Loan Party Subsidiary to the extent not in violation of Section 7.7;
- (d) any of the Borrower and its Subsidiaries shall be permitted to make Permitted Dispositions;
- (e) sale or like-kind exchanges of existing assets for similar replacement assets, so long as the receipt of the replacement assets in such sale or exchange occurs promptly following the transfer thereof; provided, that to the extent the assets that were subject to, and exchanged in connection with, such sale or like-kind exchange constituted Collateral, assets acquired in connection therewith shall constitute Collateral;
- (f) condemnations and casualty events, so long as the Net Cash Proceeds thereof constituting a Recovery Event is applied in accordance with Section 2.11(b);
- (g) issue Capital Stock to qualify directors of the board of directors (or similar governing body) of any Subsidiary of the Borrower where required by applicable law;
- (h) the lapse or abandonment in the commercially reasonable business judgment of the Borrower or its Subsidiaries of any registrations or applications for registration of any immaterial Intellectual Property rights;
- (i) Dispositions constituting Investments permitted under Section 7.7 or permitted Restricted Payments under Section 7.6;



(j) Dispositions for fair market value made after the Closing Date in an aggregate amount not to exceed \$5,000,000 so long as the Net Cash Proceeds thereof is applied in accordance with Section 2.11(b); and

(k) the incurrence of Liens permitted hereunder.

Subject to the Orders, to the extent the Required Lenders waive the provisions of this Section 7.5 with respect to the sale or other disposition of any Collateral, or any Collateral is sold or disposed of as permitted by this Section 7.5, such Collateral in each case (unless sold or disposed of to a Loan Party) shall be sold or otherwise disposed of free and clear of the Liens created by the Loan Documents.

**7.6 Restricted Payments.** Declare or pay any dividend (other than dividends payable solely in stock of the Person making such dividend) on, or make any payment on account of, or set apart assets for a sinking or other analogous fund for, the purchase, redemption, defeasance, retirement or other acquisition of, any Capital Stock of any Loan Party or any of its Subsidiaries, whether now or hereafter outstanding, or make any other distribution in respect thereof, either directly or indirectly, whether in cash or property or in obligations of any Loan Party or any of its Subsidiaries (collectively, “Restricted Payments”), except that, and, in each case, subject to the Approved Budget:

(a) any Subsidiary may make Restricted Payments to (i) the Borrower, Holdings, and Subsidiaries of Holdings and (ii) to each of its other equity holders on a pro rata basis; provided, that such Restricted Payment is required to be made pursuant to the terms of the operating agreement of the applicable Subsidiary;

(b) the Borrower may pay dividends to Holdings to provide for the payment by Holdings of, or to permit Holdings to pay dividends to any of its direct or indirect parent companies to provide for the payment by or any of its direct or indirect parent companies of, customary corporate indemnities owing to directors of the Holdings, or any of its direct or indirect parent companies, the Borrower, Subsidiaries of Holdings or any of their Affiliates in the ordinary course of business; and

(c) the Borrower may directly or indirectly make distributions to Holdings or make payments on behalf of Holdings, solely to the extent necessary to pay the operating and administrative expenses of Holdings (or any of its direct or indirect parent companies) incurred in the ordinary course of its business including, without limitation, reasonable directors’ fees and expenses; provided, that, no distributions or payments shall be permitted under this Section 7.6(c) to the extent used to pay any taxes of Holdings other than franchise and similar taxes required to maintain its corporate existence.

**7.7 Investments.** Make any Investment except, in the case of Borrower and any of Holdings’ Subsidiaries, the following, in each case, subject to the Approved Budget:

(a) accounts receivable and other extensions of trade credit by the Borrower and Holdings’ Subsidiaries in the ordinary course of business;

(b) Investments in Cash Equivalents;

(c) Guarantee Obligations permitted by Section 7.2;

(d) (i) intercompany Investments by any Loan Party or any of its Subsidiaries in the Borrower or any Person that, prior to such Investments, is a Subsidiary Guarantor, and (ii) Investments by any Subsidiary that is not a Guarantor in any other Subsidiary that is not a Guarantor;

(e) intercompany Investments by the Borrower and the other Loan Parties in any Subsidiary that is not a Guarantor; provided, that (i) the aggregate net amount of such Investments (giving effect to returns and offsets) made after the Closing Date shall not exceed (x) \$25,000,000 minus, without duplication, (y) the aggregate amount of Indebtedness outstanding at such time pursuant to Section 7.2(b)(iii), (ii) any Investment referred to in this clause (e) shall be made in the ordinary course of business and consistent with past practice and shall be used by such Subsidiary that is not a Guarantor solely for working capital and general corporate purposes of such Subsidiary and (iii) to the extent any Investment referred to in this clause (e) is in the form of an intercompany loan and is funded with the proceeds of the Loans, such Investment shall be evidenced by and subject to the Global Intercompany Note and, to the extent owed to a Loan Party, pledged to secure the Obligations pursuant to the terms of the Security Agreement;

(f) [reserved];

(g) the Borrower and Holdings' Subsidiaries may receive and own Capital Stock or other investments acquired as non-cash consideration pursuant to dispositions permitted under Section 7.5;

(h) the Borrower and Holdings' Subsidiaries may make pledges and deposits permitted under Section 7.3;

(i) the Borrower and its Subsidiaries may hold Investments to the extent such Investments reflect an increase in the value of Investments and would otherwise exceed the limitations herein;

(j) Investments consisting of endorsements for collection or deposit in the ordinary course of business;

(k) Investments in deposit accounts opened and maintained in the ordinary course of business;

(l) Investments received in connection with any bankruptcy or reorganization of, or any good faith settlement of delinquent accounts and disputes with, any customer or supplier arising in the ordinary course of business;

(m) any Investments consisting of deferred compensation owed to employees of Holdings, the Borrower and their respective Subsidiaries;

(n) Investments consisting of loans and advances to directors and employees of any Loan Party or any of its Subsidiaries, solely for purposes of financing travel, entertainment and relocation expenses incurred in the ordinary course of business consistent with past practices, not exceeding \$500,000 in the aggregate at any time outstanding;

(o) Investments existing on the Closing Date, directly or indirectly, in any Subsidiary or joint venture of Holdings; and

(p) deposits in the ordinary course of business consistent with past practices to secure the performance of operating leases and payment of utility contracts.

The amount of any Investment shall be the initial amount of such Investment and any addition thereto, as reduced by any repayment of principal (in the case of an Investment constituting Indebtedness) or any distribution constituting a return of capital (in the case of any other Investment).

**7.8 Modification of Organizational Documents.** Amend, modify or change its Organizational Documents (including, without limitation, by the filing or modification of any certificate or articles of designation) or any agreement entered into by it with respect to its Capital Stock, or enter into any new agreement with respect to its Capital Stock, unless such amendment, modification, change or other action contemplated by this Section 7.8 is not adverse to the interests of the Lenders.

**7.9 Optional Prepayments and Modifications of Debt Instruments.** (a) Make any optional or voluntary payment (other than (i) payment of any Adequate Protection Fees and (ii) payment of intercompany obligations), prepayment, repurchase or redemption of or otherwise optionally or voluntarily defease or segregate funds with respect to any Indebtedness (other than the Loans) or (b) amend, modify, waive or otherwise change, or consent or agree to any material amendment, modification, waiver or other change to, any of the terms of any Indebtedness with a principal amount in excess of \$10,000,000 (other than the Loans) in a manner materially adverse to the interest of the Lenders, in each case except for any payments specifically approved by the Bankruptcy Court pursuant to (i) the Orders or (ii) a Plan of Reorganization or 363 Sale which provides for the full payment of the Obligations.

**7.10 Transactions with Affiliates.** Enter into any transaction, including any purchase, sale, lease or exchange of property, the rendering of any service or the payment of any management, advisory or similar fees, in each case, with any Affiliate of Holdings and/or any of its Subsidiaries and with a fair market value in excess of (i) \$1,000,000 in the case of any single transaction or series of related transactions or (ii) \$5,000,000 in the aggregate in the case of all such transactions entered into after the Closing Date, in each case, unless such transaction is upon fair and reasonable terms no less favorable to the relevant Loan Party or any of its Subsidiaries than it would obtain in a comparable arm's length transaction with a Person that is not an Affiliate. Notwithstanding the foregoing:

(a) the Borrower and Holdings' Subsidiaries may pay customary fees to, and the out-of-pocket expenses of, its board of directors, employees and officers and may provide customary corporate indemnities for the benefit of members of its board of directors, employees and officers,

(b) Restricted Payments permitted under Section 7.6;

(c) transactions between and among the Borrower and Holdings' Subsidiaries which are in the ordinary course of business and transactions between the Borrower, Holdings and its direct or indirect shareholders in the ordinary course of business with respect to the Capital Stock in Holdings, such as shareholder agreements, registration agreements and including providing expense reimbursement and indemnities in respect thereof;

(d) transactions by Borrower and Holdings' Subsidiaries with customers, clients, joint venture partners, suppliers or purchasers or sellers of goods or services, in each case in the ordinary course of business and otherwise in compliance with the terms of this Agreement that are fair to Borrower and the Subsidiaries, as determined in good faith by the board of directors or the senior management of the relevant Person, or are on terms at least as favorable as might reasonably have been obtained at such time from an unaffiliated party;

(e) payroll, travel and similar advances to cover matters permitted under Section 7.7;

(f) the payment of reasonable fees and reimbursement of out-of-pocket expenses to directors of Holdings, Borrower or any of their Subsidiaries;

(g) the Borrower and Holdings' Subsidiaries may pay compensation and benefits (including bonuses) and enter into employee benefit arrangements, indemnities provided for the benefit of, and

employment (but excluding any severance) arrangements with, directors, officers, managers, consultants or employees of Holdings, Borrower or any of their Subsidiaries (including in connection with the Transactions and any other transaction permitted hereunder), in each case, solely to the extent made in the ordinary course of business consistent with past practices; and

(h) the Transactions and any transactions contemplated by the Facility, the Orders or the Restructuring Support Agreement.

**7.11 Sales and Leasebacks.** Enter into any arrangement with any Person providing for the leasing by any Loan Party or any of its Subsidiaries of any property or containing an obligation of such Loan Party or any of its Subsidiaries to repurchase such property from such Person, which property has been or is to be sold or transferred by such Loan Party or any of its Subsidiaries to such Person (or any Affiliate thereof) or to any other Person (or any Affiliate thereof) to whom funds have been or are to be advanced by such Person (or any Affiliate thereof) on the security of such property or rental obligations of such Loan Party or any of its Subsidiaries.

**7.12 Changes in Fiscal Periods.** Permit the fiscal year of Holdings or the Borrower to end on a day other than December 31 or change the Borrower's or Holdings' method of determining fiscal quarters; provided, however that the Borrower may, upon prior written notice to the Administrative Agent, change its fiscal year to any other fiscal year reasonably acceptable to the Required Lenders; provided, further, that as a condition to any such change the Borrower and the Administrative Agent shall, and are hereby authorized by the Lenders to, make any adjustments to this Agreement that are necessary or appropriate to reflect such change in fiscal year.

**7.13 Negative Pledge Clauses.** Other than those existing on the Petition Date, enter into or suffer to exist or become effective any agreement that prohibits or limits the ability of any Loan Party or any of its Subsidiaries to create, incur, assume or suffer to exist any Lien upon any of its property or revenues, whether now owned or hereafter acquired, to secure its obligations under the Loan Documents to which it is a party other than (a) this Agreement and the other Loan Documents, the Junior DIP Loan Documents, the Prepetition Loan Documents and any agreements permitted thereunder or documents evidencing Indebtedness incurred under Section 7.2 (f), (b) agreements which (i) are binding on a Subsidiary at the time such Subsidiary first becomes a Subsidiary, so long as such agreements were not entered into in contemplation of such Person becoming a Subsidiary, (ii) [reserved], (iii) are customary restrictions on leases, subleases, licenses or asset sale agreements otherwise permitted hereby so long as such restrictions relate to the assets subject thereto, (iv) are customary provisions restricting subletting or assignment of any lease governing a leasehold interest of the Borrower or any Subsidiary, (v) are customary provisions restricting assignment of any agreement entered into in the ordinary course of business, and (vi) are restrictions on cash or other deposits imposed by customers under contracts entered into in the ordinary course of business and (c) restrictions applicable only to Foreign Subsidiaries.

**7.14 Clauses Restricting Subsidiary Distributions.** Other than those existing on the Petition Date, enter into or suffer to exist or become effective any consensual encumbrance or restriction on the ability of any Subsidiary of the Borrower to make Restricted Payments in respect of any Capital Stock of such Subsidiary held by, or pay any Indebtedness owed to, the Borrower or any other Subsidiary of the Borrower, except for (x) agreements which (i) are binding on a Subsidiary at the time such Subsidiary first becomes a Subsidiary, so long as such agreements were not entered into in contemplation of such Person becoming a Subsidiary, (ii) [reserved], (iii) are customary restrictions on leases, subleases, licenses or asset sale agreements otherwise permitted hereby so long as such restrictions relate to the assets subject thereto, (iv) are customary provisions restricting subletting or assignment of any lease governing a leasehold interest of the Borrower or any Subsidiary, (v) are customary provisions restricting assignment of any agreement entered into in the ordinary course of business, and (vi) are restrictions on cash or other deposits imposed

by customers under contracts entered into in the ordinary course of business, (y) such encumbrances or restrictions existing under or by reason of (i) any restrictions existing under the Loan Documents, the Junior DIP Loan Documents, the Prepetition Loan Documents or any documents permitted under the Junior DIP Loan Documents, the Prepetition Loan Documents or documents evidencing Indebtedness incurred under Section 7.2(f) or (ii) any restrictions with respect to a Subsidiary imposed pursuant to an agreement that has been entered into in connection with the Disposition of all or substantially all of the Capital Stock or assets of such Subsidiary and (z) restrictions applicable only to Foreign Subsidiaries.

**7.15 Lines of Business.** Enter into any business, either directly or through any Subsidiary, except for those businesses in which the Borrower and its Subsidiaries are engaged on the date of this Agreement or that are reasonably related, supportive, synergetic, complementary or ancillary thereto.

**7.16 Chapter 11 Cases.**

(a) Except for the Carve Out, incur, create, assume, suffer to exist or permit, or file any motion seeking, any other superpriority claim or liens which would be pari passu with, or senior to the claims, security interests and Liens of, the DIP Agents, the Lenders and any other Secured Parties, unless previously consented to by the Required Lenders in their sole and absolute discretion.

(b) Make or permit to be made any change to the Orders, as applicable, without the prior written consent of the Required Lenders, which consent shall not be unreasonably withheld.

(c) Commence any adversary proceeding, contested matter or other action asserting any claims or defenses or otherwise against the DIP Agents, any Lender, any other Secured Party with respect to this Agreement, the other Loan Documents, the transactions contemplated hereby or thereby, or the other documents or agreements executed or delivered in connection therewith or the transactions contemplated thereby.

(d) [Reserved].

(e) File any material motion or application with the Bankruptcy Court, including with regard to actions taken outside the ordinary course of business, without providing advance notice and a copy of the same to counsel to the Agents and the Lenders.

**7.17 OFAC; Sanctions.** No Loan Party shall use the proceeds of the Loans or otherwise make available such proceeds to any Person, (i) for the purpose of financing the activities of any Sanctioned Person, or in any Sanctioned Country, in each case, in violation of applicable Sanctions, or (ii) in any other manner that would result in a violation of any Anti-Corruption Laws, Anti-Money Laundering Laws, or Sanctions by any Person (including any Agent, Lender, Loan Party or any of its Subsidiaries or any Person participating in the Loans) in connection with any activity or transaction contemplated under any Loan Document. No Loan Party shall fund, directly or knowingly indirectly, all or part of any repayment of any Loan or other payments hereunder out of proceeds (i) derived from criminal activity or activity or transactions in violation of any Anti-Corruption Laws, Anti-Money Laundering Laws, or Sanctions or (ii) that would result in a violation of any Anti-Corruption Laws, Anti-Money Laundering Laws, or Sanctions by any Person (including an Agent, Lender or any Person participating in the Loans) in connection with any activity or transaction contemplated under any Loan Document.

**7.18 Holdco Status.** Neither Holdings nor Intermediate Holdings shall, directly or indirectly, (a) incur any Indebtedness or any other obligation or liability whatsoever other than the guarantee of the Obligations pursuant to the Guaranty, the Junior DIP Loan Documents and the Prepetition Loan Obligations, (b) create or suffer to exist any Lien upon any property or assets now owned or hereafter



acquired by Holdings or Intermediate Holdings other than the Liens created under the Loan Documents to which it is a party, Liens securing the obligations under the Junior DIP Loan Documents and Liens securing the Prepetition Loan Obligations, (c) engage in any business or activity or own any assets (including, without limitation, cash and Cash Equivalents) other than (i) holding equity interests of Intermediate Holdings or the Borrower and other Subsidiaries, as applicable, (ii) performing its obligations and activities incidental thereto and (iii) performing its obligations under the Loan Documents and Junior DIP Loan Documents, (d) consolidate with or merge with or into, or convey, transfer or lease all or substantially all its assets to, any Person, or (e) fail to hold itself out to the public as a legal entity separate and distinct from all other Persons.

**7.19 Registered Address.** No Loan Party shall change its registered address its original jurisdiction of formation.

## SECTION 8

### EVENTS OF DEFAULT

**8.1 Events of Default.** If any of the following events (each, an “Event of Default”) shall occur and be continuing:

(a) the Borrower shall fail to pay (i) any principal of any Loan when due in accordance with the terms hereof, (ii) interest on any Loan within three (3) Business Days of the due date thereof or (iii) any other amount payable hereunder or under any other Loan Document within five (5) Business Days of the due date thereof;

(b) any representation or warranty made or deemed made by any Loan Party herein or in any other Loan Document or that is contained in any certificate, document or financial statement furnished by it at any time under or in connection with this Agreement or any such other Loan Document shall prove to have been inaccurate in any materially adverse respect on or as of the date made or deemed made; or

(c) any Loan Party shall default in the observance or performance of any agreement contained in (i) Section 6.4 (with respect to the Borrower in its jurisdiction of incorporation only), Section 6.10(c) (with respect to the last sentence thereof only), Section 6.11 (Section 6.13, Section 6.15 or Section 7 (giving effect to the proviso in Section 7.1(a)) of this Agreement, (ii) Section 6.9, solely with respect to this clause (ii), where such failure to observe or perform such agreement continues unremedied for three Business Days or (iii) Section 6.10 (other than the last sentence of Section 6.10(c)) or Section 6.12, solely with respect to this clause (iii), where such failure to observe or perform such agreement continues unremedied for three (3) Business Days; or

(d) any Loan Party shall default in the observance or performance of any other agreement contained in this Agreement or any other Loan Document (other than as provided in paragraphs (a) through (c) of this Section 8.1), and such default shall continue unremedied for a period of thirty (30) calendar days after the earlier of (i) knowledge of a Responsible Officer of Holdings or the Borrower of such default or (ii) notice to the Borrower from the Administrative Agent or the Required Lenders; or

(e) any Loan Party or any of its Subsidiaries shall (i) default in making any payment of any principal of any Indebtedness (including any Guarantee Obligation, but excluding the Obligations) on the scheduled or original due date with respect thereto, (ii) default in making any payment of any interest on any such Indebtedness (excluding the Obligations), in each case of clauses (i) and (ii), beyond the period of grace and giving of notice, if any, provided in the instrument or agreement under which such Indebtedness was created and such default has not been waived or (iii) default in the observance or

performance of any other agreement or condition relating to any such Indebtedness or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause, or to permit the holder or beneficiary of such Indebtedness (or a trustee or agent on behalf of such holder or beneficiary) to cause, beyond all applicable grace periods and with the giving of notice if required, such Indebtedness to become due prior to its stated maturity or (in the case of any such Indebtedness constituting a Guarantee Obligation) to become payable and such default has not been waived; provided, that a default, event or condition described in clause (i), (ii) or (iii) of this paragraph (e) shall not at any time constitute an Event of Default unless, at such time, one or more defaults, events or conditions of the type described in clauses (i), (ii) and (iii) of this paragraph (e) shall have occurred and be continuing with respect to Indebtedness (A) the outstanding principal amount of which exceeds in \$10,000,000 or (B) under the Junior DIP Credit Agreement; provided further that this paragraph (e) shall not apply to any breach or default of Indebtedness (x) that is remedied by the Borrower or the applicable Subsidiary or (y) that is waived (including in the form of amendment) by the requisite holders of the applicable item of Indebtedness, in either case, prior to the acceleration of all the Loans pursuant to this Section 8, and such remedy shall cause any default arising hereunder to cease to exist; provided that this clause (e) shall not apply to intercompany Indebtedness or Indebtedness that is incurred on a non-recourse basis; provided that notwithstanding the foregoing, this clause (e) shall not apply to any pre-petition Indebtedness so long as the payment of which is stayed in the Chapter 11 Cases; or

(f) other than any English Loan Party, (i) bankruptcy or insolvency of any of Holdings' direct or indirect Subsidiaries that is not a Chapter 11 Debtor as of the Petition Date, unless prior to the related filing, such Subsidiary becomes a Loan Party and within five (5) Business Days of such filing, such Subsidiary's chapter 11 case becomes jointly administered with the Loan Parties or (ii) the commencement of any ancillary insolvency proceedings in any foreign jurisdictions with respect to any Chapter 11 Debtor and the entry of applicable recognition, administrative and substantive orders by the applicable court, in each case without prior consent of the Required Lenders or on terms not satisfactory to the Required Lenders; or

(g) (i) any Person shall engage in any non-exempt "prohibited transaction" (as defined in Section 406 of ERISA or Section 4975 of the Code) involving any ERISA Plan, (ii) a failure to satisfy the minimum funding standard (within the meaning of Section 302 of ERISA or Section 412 of the Code), whether or not waived, or any Lien in favor of the PBGC or an ERISA Plan shall arise on the assets of any Loan Party, (iii) a Reportable Event shall occur with respect to, or proceedings shall commence to have a trustee appointed, or a trustee shall be appointed, to administer or to terminate, any Single Employer Plan, which Reportable Event or commencement of proceedings or appointment of a trustee is, in the reasonable opinion of the Required Lenders, likely to result in the termination of such Single Employer Plan for purposes of Title IV of ERISA, (iv) any Single Employer Plan shall terminate for purposes of Title IV of ERISA or the receipt by any Loan Party or any Commonly Controlled Entity from the PBGC of any notice relating to an intention to terminate any Single Employer Plan or appoint a trustee to administer any Single Employer Plan, (v) any Loan Party or any Commonly Controlled Entity shall incur any liability in connection with a withdrawal from, or the Insolvency of, a Multiemployer Plan, (vi) the filing of an application for a waiver of the minimum funding standard with respect to any Single Employer Plan, (vii) failure by any Loan Party or any Commonly Controlled Entity to make any required contribution to a Multiemployer Plan, (viii) a determination that any Single Employer Plan is, or is expected to be, in "at risk" status (within the meaning of Section 430 of the Code), (ix) the imposition of liability on any Loan Party or any Commonly Controlled Entity pursuant to Section 4062 or 4069 of ERISA, or (x) receipt from the Internal Revenue Service of notice of the failure of any ERISA Plan to qualify under Section 401(a) of the Code or the failure of any trust forming part of any ERISA Plan intended to be qualified under Section 401(a) of the Code to qualify for exemption from taxation under Section 501(a) of the Code, in each case of the foregoing clauses (i) through (x), to the extent a Material Adverse Effect would reasonably be expected to result. With respect to any Foreign Plan, (i) the failure to make or, if applicable, accrue in

accordance with normal accounting practices, any employer or employee contributions required by applicable law or by the terms of such Foreign Plan, (ii) the failure to register with applicable regulatory authorities of any such Foreign Plan required to be registered, or (iii) the failure of any Foreign Plan to comply in the opinion of the Borrower with any provisions of applicable law and regulations or with the terms of such Foreign Plan, in each case of the foregoing clauses (i) through (iii), to the extent a Material Adverse Effect would reasonably be expected to result; or

(h) one or more judgments or decrees shall be entered against any Loan Party or any of its Subsidiaries involving in the aggregate a liability (not paid or covered by insurance as to which the relevant insurance company has not denied coverage) of \$10,000,000 or more in respect of any judgment or decree that arose after the Petition Date and is unstayed, and all such judgments or decrees shall not have been vacated, discharged, stayed or bonded pending appeal within forty-five (45) calendar days from the entry thereof; or

(i) any of the Security Documents shall cease, for any reason, to be in full force and effect (except in accordance with its terms), or any Loan Party or any Affiliate of any Loan Party shall so assert, or any Lien created by any of the Security Documents shall cease to be enforceable and of the same effect and priority purported to be created thereby (except in accordance with its terms); or

(j) (i) the Guaranty or any other Loan Document shall cease, for any reason, to be in full force and effect or any Loan Party or any Affiliate of any Loan Party shall so assert (except in accordance with its terms) or (ii) any party to an Intercreditor Agreement shall fail to comply with the terms of such Intercreditor Agreement or any such document for any reason shall cease to be in full force and effect (other than in accordance with its terms), or any Loan Party shall so assert; or

(k) a Change of Control shall occur;

(l) the Termination Date (as defined in the Restructuring Support Agreement) shall have occurred with respect to the Plan Sponsors or the Company Parties (as each such term is defined in the Restructuring Support Agreement);

(m) the termination of the Junior DIP Commitment Letter (except as a result of the funding of the loans under the Junior DIP Credit Agreement); or

(n) an English Loan Party (excluding any English Loan Party which filed for Chapter 11 Cases and solely by reference to that fact): (i) is unable or admits in writing inability to pay its debts as they fall due, or is declared to, be unable to pay its debt under applicable law (in each case, other than solely as a result of its balance sheet liabilities exceeding its balance sheet assets except where the same would result in or require the taking of any corporate action, legal proceedings, insolvency filing, cessation of trading and/or any other procedure or steps referred to in Section (o) below); or (ii) suspends making payments on any of its debts other than in the ordinary course of trading and consistent with past practice with its commercial counterparties; or (iii) by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors (excluding any Secured Party in its capacity as such) with a view to rescheduling any of its indebtedness other than in the ordinary course of trading and consistent with past practice with its commercial counterparties; or (iv) a moratorium is declared in respect of an indebtedness of any English Loan Party; or

(o) there shall have occurred any of the following in the Chapter 11 Cases:

(i) the bringing of a motion by any Loan Party or other Chapter 11 Debtor in the Chapter 11 Cases, or the entry of any order by the Bankruptcy Court in the Chapter 11 Cases: (i) to

obtain additional financing under section 364(c) or (d) of the Bankruptcy Code that does not provide for the repayment of all Obligations under this Agreement in full in cash; (ii) to grant any Lien other than Liens expressly permitted under this Agreement upon or affecting any Collateral; (iii) except as provided in this Agreement, the Interim Order or the Final Order, as the case may be, to use cash collateral of the Administrative Agent under section 363(c) of the Bankruptcy Code without the prior written consent of the Administrative Agent (at the direction of the Required Lenders) and the Required Lenders; or (iv) that requests or seeks authority for or that approves or provides authority to take any other action or actions adverse to the rights and remedies of the Administrative Agent and the Lenders hereunder or their interest in the Collateral;

(ii) the entry of an order in the Chapter 11 Cases amending, supplementing, staying, vacating or otherwise modifying any Loan Document or the Interim Order or the Final Order in any case without the prior written consent of the Required Lenders;

(iii) the payment of, or application by any Loan Party for authority to pay, any prepetition claim without the Required Lenders' prior written consent using proceeds from the Loans other than (i) as provided in any "first day order" in form and substance reasonably acceptable to the Required Lenders, or (ii) as set forth in the Approved Budget (subject to the Permitted Variances);

(iv) the filing of any plan of reorganization or disclosure statement thereto that does not provide for the payment in full of all Obligations in cash without first obtaining the Required Lenders' consent;

(v) the entry of an order in any of the Chapter 11 Cases confirming a plan or plans of reorganization (other than the Plan of Reorganization);

(vi) the commencement of any winding up, liquidation proceeding, insolvency, composition, restructuring or similar procedures for the Debtors under any applicable law other than the commencement of the Chapter 11 Cases;

(vii) any termination of the use of prepetition cash collateral pursuant to the Orders, as applicable;

(viii) the entry of an order by the Bankruptcy Court appointing, or the filing of an application by any Loan Party, for an order seeking the appointment of, in either case without the consent of the Required Lenders, an interim or permanent trustee in the Chapter 11 Cases or the appointment of a receiver or an examiner under section 1104 of the Bankruptcy Code in the Chapter 11 Cases, with expanded powers (beyond those set forth in sections 1106(a)(3) and 1106(a)(4) of the Bankruptcy Code) to operate or manage the financial affairs, the business, or reorganization of the Borrower or with the power to conduct an investigation of (or compel discovery from) the DIP Agents or the Lenders; or the sale without the DIP Agents' and the Required Lenders' consent, of all or substantially all of Holdings' assets either through a 363 Sale, through a confirmed plan of reorganization in the Chapter 11 Cases, or otherwise that does not provide for payment in full in cash of the Obligations;

(ix) the dismissal of the Chapter 11 Cases;

(x) the conversion of the Chapter 11 Cases from one under chapter 11 to one under chapter 7 of the Bankruptcy Code or any Loan Party shall file a motion or other pleading seeking the conversion of the Chapter 11 Cases under section 1112 of the Bankruptcy Code or otherwise;

(xi) the entry of an order by the Bankruptcy Court, as applicable, granting relief from or modifying the automatic stay of section 362 of the Bankruptcy Code to allow any creditor to execute upon or enforce a Lien on any Collateral with an aggregate fair market value of \$2,000,000;

(xii) the entry of an order in the Chapter 11 Cases avoiding or requiring repayment of any portion of the payments made by any Loan Party on account of the Obligations owing under this Agreement or the other Loan Documents;

(xiii) the failure of any Loan Party to perform any of its material obligations under the Interim Order or the Final Order or any violation of any of the terms of the Interim Order or the Final Order;

(xiv) the remittance, use or application of cash collateral of the Loan Parties other than in accordance with the Cash Management Order and the Orders (subject to the Permitted Variances);

(xv) other than as provided for in the Orders, the entry of an order in any of the Chapter 11 Cases granting any other super priority administrative claim or Lien equal or superior to that granted to the Collateral Agent, on behalf of itself and the Secured Parties, without the prior written consent of the Required Lenders;

(xvi) other than as provided for in the Orders, the filing of a motion by any Loan Party requesting, or the entry of any order granting, any superpriority claim which is senior or pari passu with the Lenders' claims under the Loan Documents;

(xvii) the inability of the DIP Agents or the Secured Parties from having the right to or being permitted to "credit bid" the full amount of their claims in connection with any asset sale process or plan sponsorship process or any sale of assets (in whole or in part) by any Loan Party;

(xviii) any attempt by any Loan Party to reduce, avoid, set off or subordinate the Obligations or the Liens securing such Obligations to any other debt in a manner inconsistent with the Orders;

(xix) the payment of or granting adequate protection (except payments of the Adequate Protection Fees) with respect to any Prepetition Loan Obligations (other than with respect to payment permitted under any "first day order" in form and substance satisfactory to the Lenders or as set forth in the Interim Order or the Final Order);

(xx) an application for any of the orders described in this Section 8.1(n) including, without limitation, clauses (i), (iii), (iv), (viii), (ix), (x), (xi) or (xiv) shall be made by a Person other than the Administrative Agent or the Lenders and such application is not, to the extent requested by the Administrative Agent or the Required Lenders, contested by the Borrower in good faith and the relief requested is granted in an order that is not stayed pending appeal;

(xxi) (a) the cessation of Liens, security interests or superpriority claims granted with respect to this Agreement or the Obligations as to valid, binding, enforceable, non-avoidable, and automatically and fully and properly perfected Liens and security interests, in all respects, or (b) the finding by a court of competent jurisdiction that such Liens are junior to any other Liens other than as contemplated by the Orders; or



(xxii) the Bankruptcy Court shall cease to have exclusive jurisdiction with respect to all matters relating to the exercise of rights and remedies under the Loan Documents, the Orders, the Liens granted under the Security Documents and the Collateral (except for Collateral subject to Foreign Security Documents, the jurisdiction with respect to exercise of rights and remedies and enforcement thereof shall be that provided for in the Foreign Security Documents); or

(xxiii) the challenge by any Loan Party to the validity, extent, perfection or priority of any liens granted under the Loan Documents;

then, and in any such event, subject to the provisions of the Orders and the Intercreditor Agreement and subject to provisions below relating to Loan Parties incorporated in Poland: with the consent of the Required Lenders, the Administrative Agent may, or upon the request of the Required Lenders, the Administrative Agent shall, by notice to the Borrower (i) declare the Loan Commitments to be terminated forthwith, whereupon the Loan Commitments shall immediately terminate, (ii) (I) declare the Loans (with accrued interest thereon) and all fees and other Obligations and amounts owing under this Agreement and the other Loan Documents to be due and payable forthwith, whereupon the same shall immediately become due and payable and (II) terminate the Loan Commitments, and thereupon the Loan Commitments shall terminate immediately, (iii) exercise any and all of its other rights and remedies under applicable law, hereunder and under the other Loan Documents and the Orders, in each case, as directed by the Required Lenders, including (x) freezing monies or balances in the Loan Parties' accounts and (y) setting-off any and all amounts in accounts maintained by the Loan Parties with the Administrative Agent (in the case of accounts maintained by the Administrative Agent, to the extent such accounts related to the Obligations) or the Lenders against the Obligations and/or cause, pursuant to the terms of the Loan Documents, the Collateral Agent to enforce any and all Liens and security interests created pursuant to Security Documents, and (iv) deliver written notice to the Bankruptcy Court that, pursuant to the Orders, the automatic stay provisions of section 362 of the Bankruptcy Code have been vacated and modified to the extent necessary to permit the DIP Agents and the Lenders to exercise all rights and remedies provided for in the Loan Documents upon the expiration of the Remedies Notice Period. Except as expressly provided above in this Section, presentment, demand, protest and all other notices of any kind are hereby expressly waived by the Borrower and each other Loan Party.

In relation to Loan Parties incorporated in Poland: the Administrative Agent may take any actions referred to above upon the occurrence of an Event of Default which is continuing and relating to any type of insolvency or similar proceedings under the Polish Bankruptcy Law dated 28 February 2003, as amended and/or any type of restructuring or similar proceedings under the Polish Restructuring Law dated 15 May 2015, as amended (the "**Polish Insolvency-Restructuring Event of Default**"), with respect to the relevant Loan Party incorporated in Poland, solely with respect to the claims towards the other Loan Parties incorporated in Poland. The continuing of Polish Insolvency-Restructuring Event of Default with respect to the relevant Loan Party incorporated in Poland shall not prevent the Administrative Agent from taking the actions referred to above, with respect to the claims towards this Loan Party incorporated in Poland under any other Event of Default including, without limitation, the Polish Insolvency-Restructuring Event of Default which occurred with respect to any other Loan Party incorporated in Poland.

**8.2 Bankruptcy Code and Other Remedies.** Subject to the provisions of the Orders, during the continuance of an Event of Default, subject to the Remedies Notice Period, the DIP Agents may exercise, in addition to all other rights and remedies granted to it in this Agreement (including, without limitation, Section 8.1) and in any other instrument or agreement securing, evidencing or relating to any Obligation, all rights and remedies of a secured party under the Bankruptcy Code (including pursuant to the Orders), the Uniform Commercial Code and any other applicable law. Upon the occurrence and during the continuance of an Event of Default, but in all event subject to the Order then in effect, the Administrative Agent may, at the request of Required Lenders, by notice to the Borrower, take any or all of the following

actions: (i) the Administrative Agent may cause the Collateral Agent to enforce any and all Liens and security interest created pursuant to the Security Documents in addition to any other remedies available under the Loan Documents or applicable law, including the right to direct the delivery of any notice of exclusive control with respect to any deposit account or securities account constituting Collateral and subject to a control agreement or similar documentation; and/or (ii) terminate any outstanding Commitments and declare the Loans then-outstanding to be immediately due and payable in whole or in part, and thereupon the principal of the Loans so declared to be due and payable, together with accrued interest thereon and all fees and obligations of the Borrower accrued hereunder, shall become due and payable immediately, without presentment, demand, protest or other notice of any kind.

### **8.3 Application of Certain Proceeds.**

(a) Application of Proceeds. Subject to the Orders, including the Carve Out provisions, and the Intercreditor Agreement (including, for the avoidance of doubt, the DIP Subordination Provisions), all payments and other amounts received by any DIP Agent or any Lender through the exercise of remedies hereunder or under the other Loan Documents from any Loan Party, any Junior DIP Agent, any Prepetition Agent or otherwise, and all proceeds received by the DIP Agents in respect of any sale of, collection from, or other realization upon all or any part of the Collateral pledged by the Loan Parties shall, unless otherwise required by the terms of the other relevant Loan Documents or by applicable law, be applied as follows:

(i) *first*, to the payment of that portion of the Obligations constituting fees, indemnities and expenses and other amounts (including attorneys' fees and amounts due under Sections 2.18 and 2.20) payable to each DIP Agent in their respective capacity as such;

(ii) *second*, to the payment of that portion of the Obligations constituting fees, indemnities and expenses (including attorneys' fees and amounts due under Sections 2.18 and 2.20) payable to each Lender, ratably among them in proportion to the aggregate of all such amounts;

(iii) *third*, to the payment of that portion of the Obligations constituting accrued and unpaid interest on the Loans, ratably among the Lenders in proportion to the aggregate of all such amounts;

(iv) *fourth*, pro rata to the payment of that portion of the Obligations constituting unpaid principal of the Loans, ratably among the Lenders in proportion to the aggregate of all such amounts;

(v) *fifth*, to the payment of all other Obligations of the Loan Parties owing under or in respect of the Loan Documents that are then due and payable to the Lenders, ratably based upon the respective aggregate amounts of all such Obligations owing to them on such date;

(vi) *finally*, any remaining surplus after all of the Obligations have been paid in full, to the Borrower or to whomsoever shall be lawfully entitled thereto (including, pursuant to the DIP Subordination Provisions, the Junior DIP Agents).

(b) Deficiency. Each Loan Party shall remain liable for any deficiency if the proceeds of any sale or other disposition of any Collateral are insufficient to pay the Obligations and the fees and disbursements of any attorney employed by the Administrative Agent or any other Secured Party to collect such deficiency.

(c) Conversion of Received Amounts. For the purpose of payment or discharge of any of the Obligations in accordance with Section 8.3(a), each DIP Agent may convert any amounts received or recovered by such DIP Agent from one currency to another, at a rate of exchange reasonably determined by such DIP Agent (at the direction of the Required Lenders). The obligations of any Loan Party to pay in the due currency shall only be satisfied to the extent of the amount of the due currency purchased after deducting the costs of conversion.

## SECTION 9

### THE DIP AGENTS

**9.1 Appointment and Authority.** Each of the Lenders hereby irrevocably appoints GLAS USA LLC, to act on its behalf as the Administrative Agent (for the purpose of Italian law as “*mandatario con rappresentanza*”) hereunder and under the other Loan Documents and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are expressly delegated to the Administrative Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. Each of the Secured Parties (other than the Agents) hereby irrevocably appoints GLAS USA LLC, as the Collateral Agent (for the purpose of Italian law as “*mandatario con rappresentanza*”) and to act as trustee and joint and several creditor hereunder and under the Security Documents and the other Loan Documents and irrevocably authorizes the Collateral Agent to execute each Security Document on its behalf, take such actions on its behalf and to exercise such powers as are expressly delegated to the Collateral Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. The Collateral Agent declares that, unless expressly provided to the contrary in any Loan Document, it shall hold the Collateral on trust for the other Secured Parties on the terms set forth herein and in the other Loan Documents. Without limiting the foregoing, for the purposes of Italian law, the Administrative Agent and the Collateral Agent are hereby authorized to execute and deliver, and to perform their obligations under, each of the Loan Documents (including those governed by Italian law) to which each of the Administrative Agent and/or the Collateral Agent is a party, and to exercise all rights, powers and remedies that the Administrative Agent and/or the Collateral Agent may have under such Loan Documents also in case of occurrence of the events described in, articles 1394 and 1395 of the Italian Civil Code.

Each Secured Party (other than the Collateral Agent) authorizes the Collateral Agent to delegate or sub-delegate any of the powers granted to it under the Loan Documents (and any document delivered in connection therewith) to any representative it may elect in its sole discretion and to grant powers of attorney to any such representative (in each case to the extent legally possible and not otherwise prohibited by this Agreement and the other Loan Documents).

The provisions of this Section 9.1 are solely for the benefit of the DIP Agents and the other Secured Parties, and neither Borrower nor any other Loan Party shall have rights as a third party beneficiary of any of such provisions. It is understood and agreed that, in performing its respective functions and duties hereunder, each DIP Agent shall act solely as an agent of the Lenders in such capacity and does not assume and shall not be deemed to have assumed any obligation towards or relationship of agency or trust with or for any Loan Party or any of its Subsidiaries.

Each Lender hereby releases, to the extent legally possible, the Administrative Agent from any restrictions of Section 181 German Civil Code (*Bürgerliches Gesetzbuch*) and any other restrictions of multiple representation or self-dealing under any applicable law. Any Lender prevented by applicable law or its constitutional documents to grant the release from the restrictions under Section 181 German Civil Code (*Bürgerliches Gesetzbuch*) shall notify the Administrative Agent in writing without undue delay.

Each Secured Party hereby releases, to the extent legally possible, the Collateral Agent from any restrictions of Section 181 German Civil Code (*Bürgerliches Gesetzbuch*) and any other restrictions of multiple representation or self-dealing under any applicable law. Any Secured Party prevented by applicable law or its constitutional documents to grant the release from the restrictions under Section 181 German Civil Code (*Bürgerliches Gesetzbuch*) shall notify the Collateral Agent in writing without undue delay.

For the purpose of taking, maintaining, protecting and/or enforcing the Collateral expressed to be governed by Romanian law, each Secured Party hereby designates and appoints the Collateral Agent as a designated third party in accordance with article 164, paragraph (1) of Romanian Law no. 71/2011 for the application of the Romanian Civil Code (Romanian, *terț desemnat de către aceștea*) with respect to all movable mortgages (in Romanian, *ipoteți mobiliare*) granted under any Romanian law governed Security Documents. In such capacity and in addition to any other appointments and prerogatives of the Collateral Agent set forth in this Agreement and in any other Loans Documents, the Collateral Agent is empowered to exercise all rights, powers and prerogatives granted in accordance with Article 164 of Romanian Law no. 71/2011 for the application of the Romanian Civil Code (including, without limitation to perform any perfection formalities and to take any enforcement or similar action in respect of the Romanian law governed Transaction Security Documents).

The Parties acknowledge that the Collateral created under the Romanian law governed Security Documents in favour of the Collateral Agent will benefit to any assignees, transferees through novation and successors of any Secured Party (including, but not limited to any new Secured Party), by maintaining the same rights and priority ranking as originally created in favor of the Collateral Agent.

**9.2 Rights as a Lender.** Each person serving as an Agent hereunder shall have the same rights and powers in its capacity as a Lender (if such Agent is acting as a Lender) as any other Lender and may exercise the same as though it were not the Agent and the term “Lender” or “Lenders” shall, unless otherwise expressly indicated or unless the context otherwise requires, include each person serving as the Administrative Agent hereunder in its individual capacity. Such person and its Affiliates may accept deposits from, lend money to, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with the Borrower or any Subsidiary or other Affiliate thereof as if such person were not an Agent hereunder and without any duty to account therefor to the Lenders.

**9.3 Exculpatory Provisions.** No DIP Agent (and/or any of its officers, partners, directors, managers, members, employees or agents) shall be liable for any action taken or omitted by such DIP Agent under or in connection with any of the Loan Documents except to the extent caused by such DIP Agent’s gross negligence or willful misconduct, as determined by a court of competent jurisdiction in a final, non-appealable order. Without limiting the generality of the foregoing, in no event shall any DIP Agent:

(a) be subject to any fiduciary or other implied duties (other than in the case of the Collateral Agent, in its capacity as trustee as contemplated in Section 9.1 hereof, but not otherwise, and in any event only to the extent that the same cannot be excluded or limited as a matter of law), regardless of whether a Default or Event of Default has occurred and is continuing;

(b) have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that the applicable DIP Agent is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents); provided that the applicable DIP Agent (x) shall not be required to take any action that, in its judgment or the judgment of its counsel, may expose such DIP Agent to liability or that is contrary to or in conflict with any Loan Document or applicable Requirements of Law, including for the avoidance of doubt

any action that may be in violation of the automatic stay under any Debtor Relief Law or that may effect a forfeiture, modification or termination of property of a defaulting Lender in violation of any Debtor Relief Law and (y) not be liable for any action taken or not taken by it with the consent of or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents); and

(c) have any obligation to expend or risk its own funds or otherwise incur any financial liability in the performance of the DIP Agents' duties, obligations or responsibilities or the exercise of any right, power, authority or discretion if it has grounds for believing repayment of such funds or adequate indemnity against, or security for, such risk or liability is not reasonably assured to it; or

(d) except as expressly set forth herein and in the other Loan Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Borrower or any of its Affiliates that is communicated to or obtained by the person serving as the DIP Agent or any of its Affiliates in any capacity.

Where there is in this Agreement or any other Loan Document a provision to the effect that a DIP Agent is not to unreasonably withhold or delay its consent or approval, it shall be deemed not to have so withheld or delayed its consent or approval such withholding is at the direction of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as a DIP Agent shall believe in good faith shall be necessary, under the circumstances as provided in Section 10.2). The DIP Agents shall not be deemed to have knowledge of any Default or Event of Default unless and until written notice describing such Default or Event of Default is given to the DIP Agent in writing by any Loan Party or any Lender; provided that failure to give such notice shall not result in any liability on the part of any DIP Agent.

The DIP Agents shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement or any other Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document or the existence, value or sufficiency of the Collateral or the perfection or priority of any Lien created or purported to be created by the Loan Documents or (v) the satisfaction of any condition set forth in Section 5 or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the applicable DIP Agent. Without limiting the generality of the foregoing, the use of the term "agent", "agents", "trustee" or "joint and several creditor" in this Agreement with reference to the DIP Agents is not intended to connote, and shall not be deemed to create, any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law (other than in the case of the Collateral Agent, in its capacity as trustee as contemplated in Section 9.1, but not otherwise, and in any event only to the extent that the same cannot be excluded or limited as a matter of law). Instead, such term is used merely as a matter of market custom and is intended to create or reflect only an administrative relationship between independent contracting parties.

Each party to this Agreement acknowledges and agrees that the DIP Agents may use an outside service provider for the tracking of all Uniform Commercial Code financing statements required to be filed pursuant to the Loan Documents and notification to the DIP Agents of, among other things, the upcoming lapse or expiration thereof, and that any such service provider will be deemed to be acting at the request and on behalf of Borrower and the other Loan Parties. The DIP Agents shall not be liable for any action taken or not taken by any such service provider.



**9.4 Reliance by the DIP Agents.** The DIP Agents shall be entitled to rely upon, and shall not incur any liability for relying upon, notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper person. The DIP Agents also may rely upon any statement made to them orally or by telephone and believed by it to have been made by the proper person and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of a Loan that by its terms must be fulfilled to the satisfaction of a Lender, the Administrative Agent may presume that such condition is satisfactory to such Lender unless the Administrative Agent shall have received notice to the contrary from such Lender in writing prior to the making of such Loan. The DIP Agents may consult with legal counsel (who may be counsel for Borrower or the Lenders or its own counsel), independent accountants and other experts selected by the DIP Agents and shall be entitled to rely upon the advice of any such counsel, accountants or experts and shall not be liable for any action taken or not taken by it in accordance with such advice. For the avoidance of doubt, where there is any reference in this Agreement or any other Loan Document to the DIP Agents acting reasonably or properly, or doing an act or coming to a determination, opinion or belief that is reasonable or proper, or any similar or analogous reference, the DIP Agents shall, where they have sought such instructions from the Required Lenders (or any other group of Lenders as permitted under any Loan Document) be deemed to be acting reasonably and properly or doing an act or coming to a determination, opinion or belief that is reasonable if a DIP Agent acts on the instructions of the Required Lenders (or any other group of Lenders as permitted under any Loan Document).

**9.5 Delegation of Duties.** Any DIP Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other Loan Document by or through, or delegate any and all such rights and powers to, any one or more sub-agents appointed by such Agent. Each DIP Agent and any such sub-agent may perform any and all of its duties and exercise its rights and powers by or through their respective Related Parties. The exculpatory provisions of this Section 9 shall apply to the DIP Agents and the Related Parties of each DIP Agent and shall apply to their respective activities as DIP Agent and/or Lender, as applicable.

**9.6 Resignation of a DIP Agent; Successor Agents.** Any DIP Agent may at any time give notice of its resignation to the Lenders and Borrower. Upon receipt of any such notice of resignation, the Required Lenders shall have the right to appoint a successor, which shall be a bank or financial institution with an office in the United States or the United Kingdom, or an Affiliate of any such bank or financial institution with an office in the United States or the United Kingdom. If no such successor shall have been so appointed by the Required Lenders within thirty (30) calendar days after the retiring Agent gives notice of its resignation, then the retiring DIP Agent may, on behalf of the Lenders, appoint a successor Agent meeting the qualifications set forth above provided that if the Agent shall notify Borrower and the Lenders that no qualifying person has accepted such appointment, then such resignation shall nonetheless become effective in accordance with such notice and (1) the retiring Collateral Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents (except that in the case of any collateral security held by such Collateral Agent on behalf of the Secured Parties under any of the Loan Documents, the retiring Collateral Agent shall continue to hold such collateral security as nominee until such time as a successor DIP Agent is appointed) and (2) all payments, communications and determinations provided to be made by, to or through a DIP Agent shall instead be made by or to each Lender directly, until such time as the Required Lenders appoint a successor DIP Agent as provided for above in this paragraph. Upon the acceptance of a successor's appointment as a DIP Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring (or retired) DIP Agent, and the retiring DIP Agent shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents (if not already discharged therefrom as provided above in this paragraph); provided that any Person into which any DIP Agent may be merged or converted, or any Person with which a DIP Agent may be consolidated, or any Person resulting from any merger, conversion

or consolidation to which such DIP Agent shall be a party, or any person, including any Affiliate thereof, to which a DIP Agent shall sell or otherwise transfer all or substantially all of its assets and/or its corporate trust business shall, on the date when the merger, conversion, consolidation or transfer becomes effective and to the extent permitted by any applicable laws, become a successor DIP Agent under this Agreement (and each other applicable Loan Document) without the execution or filing of any paper or any further act on the part of the parties to this Agreement and after the said effective date all references in this Agreement (and any other Loan Document) to a DIP Agent shall be deemed to be references to such successor person and written notice of any such merger, conversion, consolidation or transfer shall promptly be given to the Borrower by the DIP Agent. The fees payable by Borrower to a successor DIP Agent shall be the same as those payable to its predecessor unless otherwise agreed between Borrower and such successor. After the retiring DIP Agent's resignation hereunder and under the other Loan Documents, the provisions of this Section 9 shall continue in effect for the benefit of such retiring DIP Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring DIP Agent was acting as DIP Agent.

If any Agent resigns in accordance with this Section 9.6 (*Resignation of a DIP Agent; Successor Agents*), the relevant Loan Parties shall execute such documents and take all such other action as is necessary or (in the opinion of the Agents) desirable in connection with the substitution, in accordance with applicable Law, of such successor Agent as agent in accordance with Section 9.1 above.

**9.7 Non-Reliance on Agent and Other Lenders.** Each Lender acknowledges that it has, independently and without reliance upon any DIP Agent or any Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. No DIP Agent shall have any duty or responsibility, either initially or on a continuing basis, to make any such investigation or any such appraisal on behalf of Lenders or to provide any Lender with any credit or other information with respect thereto, whether coming into its possession before the making of the Loans or at any time or times thereafter, and no DIP Agent shall have any responsibility with respect to the accuracy of or the completeness of any information provided to Lenders. Each Lender further represents and warrants that it has had the opportunity to review each document made available to it in connection with this Agreement and has acknowledged and accepted the terms and conditions applicable to the recipients thereof. Each Lender also acknowledges that it will, independently and without reliance upon any DIP Agent or any other Lender and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder.

**9.8 [Reserved].**

**9.9 No Fiduciary Duties, Etc.**

(a) In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Loan Document), each Loan Party acknowledges and agrees that (i) (A) the arranging and other services regarding this Agreement, if any, provided by any DIP Agent and the Lenders are arm's-length commercial transactions between the Loan Parties and their respective Affiliates, on the one hand, and the DIP Agents and the Lenders, on the other hand, (B) each Loan Party has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (C) each Loan Party is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents; (ii) (A) each DIP Agent and Lender is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not and will not be acting as an advisor, agent or fiduciary for the Borrower, any of its Affiliates or any other Person and (B) neither the

DIP Agents nor any Lenders have any obligation to the Loan Parties or any of their respective Affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Loan Documents; and (iii) the DIP Agents and the Lenders and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Borrower and its Affiliates, and neither the DIP Agents nor any of the Lenders has any obligation to disclose any of such interests to the Borrower or any of its Affiliates.

**9.10 Enforcement.** Notwithstanding anything to the contrary contained herein or in any other Loan Document, the authority to enforce rights and remedies hereunder (including the Guarantee obligations) and under the other Loan Documents against the Loan Parties or any of them shall be vested exclusively in, and all actions and proceedings at law in connection with such enforcement shall be instituted and maintained exclusively by, the Collateral Agent, or as the Required Lenders may require or otherwise direct, for the benefit of all the Lenders, and that no Lender shall have any right individually to realize upon all or any portion of the Collateral or to enforce the Guaranty; provided, however, that the foregoing shall not prohibit (a) the Collateral Agent from exercising on its own behalf the rights and remedies that inure to its benefit (solely in its capacity as Collateral Agent) hereunder and under the other Loan Documents, (b) [reserved], (c) any Lender from exercising setoff rights in accordance with, and subject to, the terms of this Agreement, or (d) any Lender from filing proofs of claim or appearing and filing pleadings on its own behalf during the pendency of a proceeding relative to any Loan Party under any bankruptcy or insolvency law.

**9.11 Collateral and Guaranty Matters.** Each of the Lenders (on behalf of itself, its Affiliates and Related Parties) (x) acknowledge and agree that no Lender shall have any right individually to realize upon all or any portion of the Collateral or to enforce the Guarantee Obligations, it being understood that all powers, rights and remedies with respect to the Collateral and Guaranty may be exercised solely by Collateral Agent and (y) irrevocably authorize the Collateral Agent, at its option and in its discretion:

(a) to release any Lien on any property granted to or held by the Collateral Agent under any Loan Document (i) upon the payment of all Obligations (other than contingent obligations not then due and payable) in full in cash and termination or expiration of the Loan Commitments of the Lenders to make any Loan, (ii) that is sold or transferred or to be sold or transferred as part of or in connection with any sale permitted hereunder or under any other Loan Document to a Person that is not a Loan Party, (iii) that constitutes Excluded Asset, (iv) if the property subject to such a Lien is owned by a Guarantor upon release of such Guarantor from its Guarantee Obligation, (v) [reserved], (vi) if the real property subject to such Lien is located in an area that has been identified by the Secretary of Housing and Urban Development as a "Special Flood Hazard Area" or other area having special flood hazards (whether as a result of a change in the mapping of Special Flood Hazard Areas or otherwise) and in which flood insurance has been made available under the National Flood Insurance Act of 1968 or (vii) if approved, authorized or ratified in writing in accordance with Section 10.2; and

(b) to release any Guarantor from its obligations under this Agreement and other Loan Documents if, to the extent permitted under the Loan Documents, such Person ceases to be a Subsidiary Guarantor pursuant to the terms of the Loan Documents as a result of a transaction permitted hereunder;

provided, that, in the case of clauses (a) and (b), upon request of the Collateral Agent, the Borrower shall provide to the Collateral Agent such certifications as the Collateral Agent shall reasonably require as to the satisfaction of each of the applicable section or sections of Loan Documents that permit any such release.

Upon request by the Collateral Agent at any time, the Required Lenders will confirm in writing the Collateral Agent's authority to release particular types or items of property, or to release any Guarantor from its obligations under this Agreement and other Loan Documents pursuant to this Section 9.11;

provided, that (1) the Collateral Agent shall not be required to execute any document necessary to evidence such release on terms that, in the Collateral Agent's opinion, would expose the Collateral Agent to liability or create any obligation or entail any consequence other than the release of such Lien without recourse, representation or warranty and (2) such release shall not in any manner discharge, affect or impair the Obligations or any Liens (other than those expressly being released or subordinated) upon (or obligations of Borrower in respect of) all interests retained by any Loan Party, including, the proceeds of any sale, all of which shall continue to constitute part of the Collateral.

The Collateral Agent shall have no obligation whatsoever to any Lender to assure that the Collateral exists or is owned by the applicable Loan Party or is cared for, protected, or insured or has been encumbered, or that all or any portion of the Liens securing the Obligations have been properly or sufficiently or lawfully created, perfected, protected, or enforced or are entitled to any particular priority, or to exercise at all or in any particular manner or under any duty of care, disclosure or fidelity, or to continue exercising, any of the rights, authorities and powers granted or available to the Collateral Agent pursuant to any of the Loan Documents. It is understood and agreed that in respect of the Collateral, or any act, omission, or event related thereto, subject to the terms and conditions contained herein, that the Collateral Agent may act in any manner it may deem appropriate, in its sole discretion, regardless of whether the Collateral Agent shall obtain its own interest in the Collateral in its capacity as one of the Lenders, and that the Collateral Agent shall have no other duty or liability whatsoever to any Lender as to any of the foregoing, except as otherwise expressly provided herein.

Upon request by the Collateral Agent at any time, the Required Lenders will confirm in writing the Collateral Agent's authority to release particular types or items of property, or to release any Guarantor from its obligations under this Agreement and other Loan Documents pursuant to this Section 9.11. In each case as specified in this Section 9.11, the Collateral Agent will, at the Borrower's expense, execute and deliver to the applicable Loan Party such documents as such Loan Party may reasonably request to evidence the release of such item of Collateral from the assignment and security interest granted under the Security Documents or to subordinate its interest in such item, or to release such Guarantor from its obligations under the Loan Documents, in each case in accordance with the terms of the Loan Documents and this Section 9.11.

#### **9.12 Indemnity; Damage Waiver.**

(a) Reimbursement by Lenders. To the extent that Borrower for any reason fails to indefeasibly pay any amount required under Section 10.5 to be paid by it to the Administrative Agent (or any sub-agent thereof) or any Related Party of the Administrative Agent, each Lender severally agrees to pay to the Administrative Agent (or any such sub-agent) or such Related Party, as the case may be, such Lender's Pro Rata Share (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount (such indemnity shall be effective whether or not the related losses, claims, damages, liabilities and related expenses are incurred or asserted by any party hereto or any third party); provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent (or any such sub-agent) or against any Related Party acting for the Administrative Agent (or any such sub-agent) in connection with such capacity. The obligations of the Lenders under this paragraph (b) are subject to the provisions of Section 2.17.

(b) [Reserved].

(c) Waiver of Consequential Damages, Etc. To the fullest extent permitted by applicable Requirements of Law, no party hereto shall assert, and each party hereto hereby waives, any claim against any Indemnatee, on any theory of liability, for special, indirect, consequential or punitive damages (as



opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, any Loan or the use of the proceeds thereof. No Indemnitee referred to in paragraph (b) above shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby.

(d) Payments. All amounts due under this Section 9.11 shall be payable not later than two (2) Business Days after demand therefor.

**9.13 Proofs of Claim.** In case of the pendency of any proceeding under any Debtor Relief Law or any other judicial proceeding relative to any Loan Party, either DIP Agent (irrespective of whether the principal of any Loan shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether such DIP Agent shall have made any demand on Borrower) shall be entitled and empowered (but not obligated) by intervention in such proceeding or otherwise: (a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders and the DIP Agents (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders and DIP Agents and their respective agents and counsel and all other amounts due the Lenders and DIP Agents under Sections 2.8, 2.10, 2.11 and 10.5) allowed in such judicial proceeding; and (b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same; and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender to make such payments to the DIP Agents and, in the event that the DIP Agents shall consent to the making of such payments directly to the Lenders, to pay to the DIP Agents any amount due for the reasonable compensation, expenses, disbursements and advances of DIP Agents and its agents and counsel, and any other amounts due to the DIP Agents under Sections 2.8, 2.10, 2.11 and 10.5.

**9.14 Erroneous Payments.**

(a) If a DIP Agent(x) notifies a Lender or Secured Party, or any Person who has received funds on behalf of a Lender or Secured Party (any such Lender, Secured Party or other recipient and each of their respective successors and assigns, a "Payment Recipient") that a DIP Agent has determined in its reasonable discretion (whether or not after receipt of any notice under immediately succeeding clause (b)) that any funds (as set forth in such notice from the DIP Agent) received by such Payment Recipient from a DIP Agent or any of its Affiliates were erroneously or mistakenly transmitted to, or otherwise erroneously or mistakenly received by, such Payment Recipient (whether or not known to such Lender, Secured Party or other Payment Recipient on its behalf) (any such funds, whether transmitted or received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise, individually and collectively, an "Erroneous Payment") and (y) demands in writing the return of such Erroneous Payment (or a portion thereof) (*provided*, that, without limiting any other rights or remedies (whether at law or in equity), a DIP Agent may not make any such demand under this clause (a) with respect to an Erroneous Payment unless such demand is made within fifteen (15) days of the date of receipt of such Erroneous Payment by the applicable Payment Recipient), such Erroneous Payment shall at all times remain the property of a DIP Agent pending its return or repayment as contemplated below in this Section 9.13 and held in trust for the benefit of the DIP Agent, and such Lender or Secured Party shall (or, with respect to any Payment Recipient who received such funds on its behalf, shall cause such Payment Recipient to) promptly, but in no event later than two (2) Business Days thereafter (or such later date as a DIP Agent may, in its sole discretion, specify in writing), return to a DIP Agent the amount of any such Erroneous Payment (or portion thereof)



as to which such a demand was made, in same day funds (in the currency so received). A notice of a DIP Agent to any Payment Recipient under this clause (a) shall be conclusive, absent manifest error.

(b) Without limiting immediately preceding clause (a), each Payment Recipient, agrees that if it receives a payment, prepayment or repayment (whether received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise) from a DIP Agent (or any of its Affiliates) (x) that is in a different amount than, or on a different date from, that specified in this Agreement or in a notice of payment, prepayment or repayment sent by a DIP Agent (or any of its Affiliates) with respect to such payment, prepayment or repayment, (y) that was not preceded or accompanied by a notice of payment, prepayment or repayment sent by a DIP Agent (or any of its Affiliates), or (z) that such Payment Recipient otherwise becomes aware was transmitted, or received, in error or by mistake (in whole or in part), then in each such case:

(i) it acknowledges and agrees that (A) in the case of immediately preceding clauses (x) or (y), an error and mistake shall be presumed to have been made (absent written confirmation from a DIP Agent to the contrary) or (B) an error and mistake has been made (in the case of immediately preceding clause (z)), in each case, with respect to such payment, prepayment or repayment; and

(ii) such Payment Recipient shall promptly (and, in all events, within one (1) Business Day of its knowledge of the occurrence of any of the circumstances described in immediately preceding clauses (x), (y) and (z)) notify a DIP Agent of its receipt of such payment, prepayment or repayment, the details thereof (in reasonable detail) and that it is so notifying a DIP Agent pursuant to this Section 9.13(b).

For the avoidance of doubt, the failure to deliver a notice to a DIP Agent pursuant to this Section 9.13(b) shall not have any effect on a Payment Recipient's obligations pursuant to Section 9.13(a) or on whether or not an Erroneous Payment has been made.

(c) Each Lender or Secured Party hereby authorizes a DIP Agent to set off, net and apply any and all deposits of such Lender or Secured Party (general or special, time or demand, provisional or final) at any time held by or on behalf of a DIP Agent (or its Affiliates, including by branches and agencies of a DIP Agent wherever located) for the account of such Lender under any Loan Document, or otherwise payable or distributable by a DIP Agent to such Lender or Secured Party under any Loan Document with respect to any payment of principal, interest, fees or other amounts, against any amount that a DIP Agent has demanded to be returned under immediately preceding clause (a).

(d) (i) In the event that an Erroneous Payment (or portion thereof) is not recovered by a DIP Agent for any reason, after demand therefor in accordance with immediately preceding clause (a), from any Lender that has received such Erroneous Payment (or portion thereof) (and/or from any Payment Recipient who received such Erroneous Payment (or portion thereof) on its respective behalf) (such unrecovered amount, an "Erroneous Payment Return Deficiency"), upon the DIP Agent's notice to such Lender at any time, then effective immediately (with the consideration therefor being acknowledged by the parties hereto), (A) such Lender shall be deemed to have assigned its Loans (but not its Commitments) in an amount equal to the Erroneous Payment Return Deficiency (or such lesser amount as a DIP Agent may specify) (such assignment of the Loans (but not Commitments), the "Erroneous Payment Deficiency Assignment") (on a cashless basis and such amount calculated at par plus any accrued and unpaid interest (with the assignment fee to be waived by a DIP Agent in such instance)), and is hereby (together with the Borrower) deemed to execute and deliver an Assignment and Assumption (or, to the extent applicable, an agreement incorporating an Assignment and Assumption by reference pursuant to an approved electronic platform as to which the DIP Agents and such parties are participants) with respect to such Erroneous Payment

Deficiency Assignment, and such Lender shall deliver any Notes evidencing such Loans to the Borrower or the DIP Agents (but the failure of such Person to deliver any such Notes shall not affect the effectiveness of the foregoing assignment), (B) a DIP Agent as the assignee Lender shall be deemed to have acquired the Erroneous Payment Deficiency Assignment, (C) upon such deemed acquisition, a DIP Agent as the assignee Lender shall become a Lender, as applicable, hereunder with respect to such Erroneous Payment Deficiency Assignment and the assigning Lender shall cease to be a Lender, as applicable, hereunder with respect to such Erroneous Payment Deficiency Assignment, excluding, for the avoidance of doubt, its obligations under the indemnification provisions of this Agreement and its applicable Commitments which shall survive as to such assigning Lender, (D) the DIP Agents and the Borrower shall each be deemed to have waived any consents required under this Agreement to any such Erroneous Payment Deficiency Assignment, and (E) a DIP Agent will reflect in the Register its ownership interest in the Loans subject to the Erroneous Payment Deficiency Assignment. For the avoidance of doubt, no Erroneous Payment Deficiency Assignment will reduce the Commitments of any Lender and such Commitments shall remain available in accordance with the terms of this Agreement.

(ii) Subject to Section 10.6 (but excluding, in all events, any assignment consent or approval requirements (and subject to the Borrower's consent to the extent required thereunder)), a DIP Agent may, in its discretion, sell any Loans acquired pursuant to an Erroneous Payment Deficiency Assignment and upon receipt of the proceeds of such sale, the Erroneous Payment Return Deficiency owing by the applicable Lender shall be reduced by the net proceeds of the sale of such Loan (or portion thereof), and a DIP Agent shall retain all other rights, remedies and claims against such Lender (and/or against any recipient that receives funds on its respective behalf). In addition, an Erroneous Payment Return Deficiency owing by the applicable Lender (x) shall be reduced by the proceeds of prepayments or repayments of principal and interest, or other distribution in respect of principal and interest, received by a DIP Agent on or with respect to any such Loans acquired from such Lender pursuant to an Erroneous Payment Deficiency Assignment (to the extent that any such Loans are then owned by the DIP Agent) and (y) may, in the sole discretion of the DIP Agent, be reduced by any amount specified by a DIP Agent in writing to the applicable Lender from time to time.

(e) The parties hereto agree that (x) irrespective of whether a DIP Agent may be equitably subrogated, in the event that an Erroneous Payment (or portion thereof) is not recovered from any Payment Recipient that has received such Erroneous Payment (or portion thereof) for any reason, a DIP Agent shall be subrogated to all the rights and interests of such Payment Recipient (and, in the case of any Payment Recipient who has received funds on behalf of a Lender, or Secured Party, to the rights and interests of such Lender or Secured Party, as the case may be) under the Loan Documents with respect to such amount (the "Erroneous Payment Subrogation Rights") (*provided* that the Loan Parties' Obligations under the Loan Documents in respect of the Erroneous Payment Subrogation Rights shall not be duplicative of such Obligations in respect of Loans that have been assigned to a DIP Agent under an Erroneous Payment Deficiency Assignment) and (y) an Erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any Obligations owed by the Borrower or any other Loan Party; *provided* that this Section 9.14 shall not be interpreted to increase (or accelerate the due date for), or have the effect of increasing (or accelerating the due date for), the Obligations of the Borrower relative to the amount (and/or timing for payment) of the Obligations that would have been payable had such Erroneous Payment not been made by the DIP Agent; *provided, further*, that for the avoidance of doubt, immediately preceding clauses (x) and (y) shall not apply to the extent any such Erroneous Payment is, and solely with respect to the amount of such Erroneous Payment that is, comprised of funds received by a DIP Agent from the Borrower for the purpose of making such Erroneous Payment.

(f) To the extent permitted by applicable law, no Payment Recipient shall assert any right or claim to an Erroneous Payment, and hereby waives, and is deemed to waive, any claim, counterclaim,

defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by a DIP Agent for the return of any Erroneous Payment received, including, without limitation, any defense based on “discharge for value” or any similar doctrine.

Each party’s obligations, agreements and waivers under this Section 9.13 shall survive the resignation or replacement of the DIP Agent, the termination of the Commitments and/or the repayment, satisfaction or discharge of all Obligations (or any portion thereof) under any Loan Document.

#### **9.15 Appointment of Collateral Agent – German Security Documents**

In relation to each Security Document governed by German law in particular, each Secured Party hereby irrevocably authorises the Collateral Agent (whether or not by or through employees or agents) to:

- (a) act on its behalf as its representative "*Stellvertreter*" in connection with the preparation, execution and delivery of the Security Documents and the perfection and monitoring of the Security Documents;
- (b) accept on its behalf as its representative "*Stellvertreter*" any Lien granted to such Secured Party in relation to the Loan Documents;
- (c) agree to and execute on its behalf as its representative "*Stellvertreter*" any amendments to, confirmations or releases of, accessions and alterations to any Lien created under the Security Document;
- (d) exercise such rights, remedies, powers and discretions as are specifically delegated to or conferred upon the Collateral Agent under the Security Documents together with such powers and discretions as are reasonably incidental thereto, and the Security Agent hereby accepts such appointment on the terms and subject to the conditions set out in this Agreement; and
- (e) act as trustee (*Treuhänder*) and to administer any Security Document governed by German law which is pledged (*Verpfändung*) or otherwise transferred to the Collateral Agent under an accessory security right (*akzessorische Sicherheit*).

#### **9.16 Parallel Debt (Covenant to Pay the Collateral Agent)**

- (a) Subject to any applicable guarantee limitation, the Borrower irrevocably and unconditionally undertakes to pay to the Collateral Agent, as creditor in its own right and not as representative of the other Secured Parties, amounts equal to, and in the currency of, any amounts owing from time to time by the Borrower to any Secured Party under any Loan Document, excluding its Parallel Debt (its “Corresponding Debt”), as and when those amounts are due (such Loan Party's payment and undertaking pursuant to this paragraph (a), its “Parallel Debt”).
- (b) The parties hereto acknowledge that the Parallel Debt of each Loan Party is several and is separate and independent from, and shall not in any way limit or affect, the Corresponding Debt of the Borrower nor shall the amounts for which the Borrower is liable under its Parallel Debt be limited or affected in any way by its Corresponding Debt, provided that notwithstanding any other provision of this Agreement or the Loan Documents:
  - (i) the Parallel Debt of the Borrower shall be automatically decreased and discharged to the extent that its Corresponding Debt has been irrevocably paid or (in the case of guarantee obligations) discharged;

(ii) the Corresponding Debt of the Borrower shall be automatically decreased and discharged to the extent that its Parallel Debt has been irrevocably paid or (in the case of guarantee obligations) discharged;

(iii) the amount of the Parallel Debt of the Borrower shall at all times be equal to the amount of its Corresponding Debt;

(iv) the aggregate amount outstanding owed by the Borrower under the Loan Documents (including under this Section 9.16) at any time shall not exceed the amount of the Corresponding Debt at that time; and

(v) the Parallel Debt shall remain effective notwithstanding any transfer or assumption of any of the relevant Corresponding Debt in whole or in part to or by, respectively, any third party, irrespective of whether any such transfer or assumption is effected by way of assignment, assignment and transfer, assumption of contract, novation or otherwise.

(c) For the purpose of this Section 9.16, the Collateral Agent acts in its own name and not as an agent, representative or a trustee, and its claims in respect of the Parallel Debt shall not be held on trust. The Collateral Agent shall have its own independent right to demand payment of the amounts payable by the Borrower under this Section 9.16. The Liens granted under the Security Documents to the Collateral Agent to secure the Parallel Debt is granted to the Collateral Agent in its capacity as creditor of the Parallel Debt and shall not be held on trust.

(d) All moneys received or recovered by the Collateral Agent pursuant to this Section 9.16, and all amounts received or recovered by the Collateral Agent from or by the enforcement of any Lien created by the Security Documents granted to secure the Parallel Debt, shall be applied in accordance with Section 8.3 (*Application of Certain Proceeds*).

(e) Without limiting or affecting the Collateral Agent's rights against the Borrower (whether under this Section 9.16 or under any other provision of any Loan Document), the Borrower acknowledges that:

(i) nothing in this Section 9.16 shall impose any obligation on the Collateral Agent to advance any sum to the Borrower or otherwise under any Loan Document, except, if applicable, in its capacity as a Secured Party (other than Collateral Agent); and

for the purpose of any vote taken under any Loan Document, the Collateral Agent shall not be regarded as having any participation or commitment other than, if applicable, those which it has in its capacity as a Secured Party (other than Collateral Agent).

#### **9.17 Appointment of the Administrative Agent and Collateral Agent in Spain**

(a) Each of the Secured Parties (other than the Administrative Agent and the Collateral Agent) irrevocably appoints and authorises the Administrative Agent and the Collateral Agent, which accepts, so that each of the Administrative Agent and the Collateral Agent (with express power of self-contracting (*autocontratación*), sub-empowering or multiple representation), acting through a duly appointed representative, may exercise, in the name and on behalf of the Secured Parties the rights, powers, authorities and discretions specifically given to the Administrative Agent or the Collateral Agent, as applicable, under or in connection with this Agreement, including but not limited to the following:

(i) to execute in the name and on behalf of any of the Secured Parties (whether in its own capacity or as agent of other parties) any Loan Document and to accept in the name and on behalf of any of the Secured Parties the security created by virtue of any of the Post-Closing Foreign Security Documents, as well as to execute in the name and on behalf of the Secured Parties any novation, amendment or ratification to the same and appear before a notary and raise into the status of a public document in Spain such documents and to sign any Spanish Public Document as it deems fit;

(ii) to ratify, if necessary or convenient, at the cost of the relevant Secured Party, any such *escrituras públicas* or *pólizas intervenidas* executed by an orally appointed representative in the name or on behalf of the Secured Parties;

(iii) to execute and/or do any and all deeds, documents, acts and things, required in connection with the execution of the Loan Documents, and/or the execution of any further notarial deed of amendment (*escritura pública de rectificación o subsanación*) that may be required for the purpose or in connection with the powers granted in this Section 9.17;

(iv) in relation to the Post-Closing Foreign Security Documents subject to Spanish law, to: (a) accept, hold, administer and (subject to the same having become enforceable and to the terms of this Agreement) realise any such security; and (b) take any enforcement action and (subject to the same having become enforceable and to the terms of this Agreement) realise in the name of and on behalf of the Secured Parties any such security;

(v) to carry out, execute, effect and perform all the actions that may be necessary or convenient for the purposes of complying with the purpose of this Agreement and the Loan Documents; and

(vi) to request and obtain the copy issued for enforcement purposes (*copia con fuerza ejecutiva*) of this Agreement or any other Loan Document.

(b) It is hereby agreed that, in relation to Spanish jurisdiction, the relationship of the Secured Parties, as Secured Parties under the Post-Closing Foreign Security Documents subject to Spanish law, to the Administrative Agent and the Collateral Agent in relation to any Post-Closing Foreign Security Documents subject to Spanish law shall be construed as one of principal and agent.

(c) The Post-Closing Foreign Security Documents subject to Spanish law will be granted in favour of each and every relevant Secured Party, and shall not be held on trust by the Administrative Agent, the Collateral Agent or any third party. Nevertheless, and subject to paragraph (g) below, the Administrative Agent and the Collateral Agent shall be entitled to accept the security granted under the Post-Closing Foreign Security Documents subject to Spanish law in the name and on behalf of the Secured Parties by virtue of the powers granted in this Section 9.17.

(d) In connection with the ratification and formalisation of any Loan Document as a Spanish Public Document, the Collateral Agent is hereby authorised on behalf of each Secured Party to enter into, enforce the rights of each Secured Party and represent each Secured Party in respect of the granting of any Spanish Public Document.

(e) Without prejudice to the above, the Collateral Agent and the Administrative Agent, acting at its discretion and to the extent reasonably possible, may invite the Secured Parties to enter into and/or to enforce the rights of each Loan Document jointly with the Collateral Agent or the Administrative Agent. For the avoidance of doubt, this does include the granting of any right to the Secured Parties to enter into



and/or to enforce the rights under each Loan Document jointly with the Collateral Agent or the Administrative Agent.

(f) Each Secured Party (other than the Collateral Agent and the Administrative Agent) irrevocably undertakes to the Collateral Agent and the Administrative Agent and the other Secured Parties to, if requested by the Collateral Agent or the Administrative Agent:

(i) to appear and execute with the Collateral Agent or the Administrative Agent to enable the Collateral Agent or the Administrative Agent to exercise any right, power, authority or discretion vested in it as Collateral Agent or Administrative Agent pursuant to this Agreement and to execute any document or instrument including any Spanish Public Document; and

(ii) abide by and act, or refrain from acting, in accordance with, any decision of the Required Lenders made in accordance with this Agreement in relation thereto.

(g) Notwithstanding paragraph (f) above, a Secured Party (other than the Collateral Agent and the Administrative Agent) that has notified the Collateral Agent or the Administrative Agent that it cannot authorise or empower, or has not authorised or empowered, the Collateral Agent or the Administrative Agent to act on its behalf, irrevocably undertakes to the Collateral Agent, the Administrative Agent and the other Secured Parties to:

(i) appear and execute with the Collateral Agent or the Administrative Agent to enable the Collateral Agent or the Administrative Agent to exercise any right, power, authority or discretion vested in it as Collateral Agent or Administrative Agent pursuant to this Agreement and to execute any document or instrument including any Spanish Public Document; and

abide by and act, or refrain from acting, in accordance with, any decision of the Required Lenders made in accordance with this Agreement in relation thereto.

## SECTION 10

### MISCELLANEOUS

**10.1 Amendments and Waivers.** Except as otherwise specifically provided herein, neither this Agreement, any other Loan Document, nor any terms hereof or thereof may be amended, supplemented or modified except in accordance with the provisions of this Section 10.1. The Required Lenders and each Loan Party to the relevant Loan Document may, or, with the written consent of the Required Lenders and each Loan Party to the relevant Loan Document, the DIP Agents may, from time to time, (a) enter into written amendments, supplements or modifications hereto and to the other Loan Documents for the purpose of adding any provisions to this Agreement or the other Loan Documents or changing in any manner the rights of the Lenders or of the Loan Parties hereunder or thereunder or (b) waive, on such terms and conditions as the Required Lenders or the DIP Agents, as the case may be, may specify in such instrument, any of the requirements of this Agreement or the other Loan Documents or any Default or Event of Default and its consequences; provided, however, that no such waiver and no such amendment, supplement or modification shall:

(i) forgive the principal amount or extend the final scheduled date of maturity of any Loan (except in connection with a Maturity Extension); reduce the stated rate of any interest or fee payable hereunder (except in connection with the waiver of applicability of any Default Interest (which waiver shall be effective with the consent of the Required Lenders)); or extend the scheduled date of any payment thereof, or (except in connection with a Maturity Extension);

increase the amount of any Lender's Loan Commitment; change the right of each Lender to receive interest in cash, in each case without the written consent of each Lender (it being understood that waivers or modifications of conditions precedent, covenants, Defaults or Events of Default or of any mandatory reductions of Loan Commitments shall not constitute an increase of a Loan Commitment of any Lender and that an increase in the available portion of any Loan Commitment of any Lender shall not constitute and increase in the Loan Commitment of any Lender);

(ii) eliminate or reduce the voting rights of any Lender under this Section 10.1 without the written consent of such Lender;

(iii) reduce any percentage specified in the definition of Required Lenders without the written consent of all Lenders;

(iv) consent to the assignment or transfer by the Borrower of any of its rights and obligations under this Agreement and the other Loan Documents, release all or substantially all of the Collateral or release all or substantially all of the Loan Parties (or Loan Parties owning all or substantially all of the Collateral) from their obligations under the Loan Documents (except as permitted hereunder or in accordance with its terms), in each case without the written consent of all Lenders (it being understood that any subordination of a Lien permitted hereunder shall not constitute a release of a Lien under this Section 10.1(iv) and the granting of any *pari passu* liens in connection with the incurrence of debt or the granting of Liens otherwise permitted hereunder from time to time (including pursuant to amendments) shall not constitute a release of Liens);

(v) alter Sections 2.17, 8.3 or any provision regarding the pro rata treatment of the Lenders in a manner that would result in any Lender receiving less than its *pro rata* payments without the consent of each Lender;

(vi) amend, modify or waive any provision of Section 9 or any other provision of the Loan Documents which affects the rights and obligations of the DIP Agents, in each case under this clause (vi) without the written consent of the DIP Agents;

(vii) subordinate (x) the Obligations to any other Indebtedness or (y) any Liens on the Collateral securing the Obligations to any Liens on the Collateral securing any other Indebtedness;

(viii) permit the incurrence of any Indebtedness that is *pari passu* with, or senior to, the Obligations;

(ix) create or extend any grace or cure period with respect to any Event of Default; or

(x) have the effect of any of the foregoing.

Notwithstanding the foregoing, the Agents Fee Letter shall only be amended, supplemented, modified or waived with the consent of the DIP Agents and the Borrower and no other party shall be required or permitted to consent to any such amendment, supplement, modification or waiver. Any such waiver and any such amendment, supplement or modification shall apply equally to each of the Lenders and shall be binding upon the Loan Parties, the Lenders, the DIP Agents and all future holders of the Loans or any Loan Commitments. In the case of any waiver, the Loan Parties, the Lenders and the DIP Agents shall be restored to their former position and rights hereunder and under the other Loan Documents, and any Default or Event of Default waived shall be deemed to be cured and not continuing; but no such waiver shall extend to any subsequent or other Default or Event of Default, or impair any right consequent thereon.

**10.2 Notices.** All notices, requests and demands to or upon the respective parties hereto to be effective shall be in writing (including by telecopy), and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when delivered, or three (3) Business Days after being deposited in the mail, postage prepaid, or, in the case of telecopy notice, when received, addressed as follows in the case of the Borrower and the DIP Agent, and as set forth in an administrative questionnaire delivered to the DIP Agent in the case of the Lenders, or to such other address as may be hereafter notified by the respective parties hereto:

the Borrower or any other Loan Party

c/o Marelli Holdings Co., Ltd.  
2-19-4 Miyahara-cho  
Kita-ku, Saitama City, Saitama 331-0812  
Japan  
Attention: Marisa Iasenza  
E-mail address: marisa.iasenza@marelli.com

with copies to:

Kirkland & Ellis LLP  
601 Lexington Avenue  
New York, NY 10022  
Attention: Joshua A. Sussberg, P.C.; Nicholas M.  
Adzima; Evan Swager  
E-mail address: jsussberg@kirkland.com;  
nicholas.adzima@kirkland.com;  
evan.swager@kirkland.com

Kirkland & Ellis LLP  
333 West Wolf Point Plaza  
Chicago, Illinois 60654  
Attention: Ross M. Kwasteniet, P.C. and Spencer A.  
Winters, P.C.  
E-mail address: rkwesteniet@kirkland.com;  
spencer.winters@kirkland.com

Collateral Agent:

GLAS USA LLC  
3 Second Street, Suite 206  
Jersey City, NJ 07311  
Email: TMGUS@glas.agency  
Clientservices.americas@glas.agency

Administrative Agent

GLAS USA LLC  
3 Second Street, Suite 206  
Jersey City, NJ 07311  
Email: TMGUS@glas.agency  
Clientservices.americas@glas.agency

provided that any notice, request or demand to or upon the DIP Agents or the Lenders shall not be effective until received.

Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communications pursuant to procedures approved by the DIP Agents; provided that the foregoing

shall not apply to notices pursuant to Section 2 unless otherwise agreed by the Agents and the applicable Lender. The DIP Agents or the Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications.

**10.3 No Waiver; Cumulative Remedies.** The Lenders and each DIP Agent shall have other rights and remedies not inconsistent herewith as provided under the Uniform Commercial Code, by law, or in equity. No failure to exercise and no delay in exercising, on the part of any DIP Agent or any Lender, any right, remedy, power or privilege hereunder or under the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

**10.4 Survival of Representations and Warranties.** All representations and warranties made hereunder, in the other Loan Documents and in any document, certificate or statement delivered pursuant hereto or in connection herewith shall survive the execution and delivery of this Agreement and the making of the Loans and other extensions of credit hereunder.

**10.5 Payment of Expenses; Indemnity.** (a) The Loan Parties hereby jointly and severally agree, on and after the Closing Date (other than with respect to any payments required to be made under Section 5.1(j)), in each case in a manner approved in the Orders or any other order entered by the Bankruptcy Court from time to time, (a) to pay or reimburse the Agents and the Lenders promptly, and in any event within ten (10) Business Days, after written demand therefor, for all of their reasonable and documented out-of-pocket costs and expenses of each Agent (including, but not limited to, the reasonable fees, expenses and disbursement of the Lender Advisors and any appraisers, consultants, advisors and/or agents employed or retained by the Agent) incurred in connection with the Chapter 11 Cases, the development, preparation and execution of, and any amendment, supplement or modification to, this Agreement and the other Loan Documents and any other documents prepared in connection herewith or therewith, and the consummation and administration of the transactions contemplated hereby and thereby, including the reasonable and documented fees and expenses and disbursements of (i) one firm of counsel, which shall be Willkie Farr & Gallagher LLP, to the Lenders (excluding the allocated costs of internal counsel), taken as a whole, and one additional specialist counsel and one additional local counsel in each other applicable jurisdiction incurred by Lenders and such other counsel and any other advisor or consultant to the Lenders, and (ii) one firm of counsel, which shall be Mayer Brown LLP, to the Agents (and in the event of an actual conflict of interest one additional counsel for such affected parties) and one additional specialist counsel and one additional local counsel in each other applicable jurisdiction incurred by Agents and such other counsel and any other advisor or consultant to the Agents, (b) all the actual costs and reasonable expenses (including the reasonable fees, expenses and disbursements of the Lender Advisors and any appraisers, consultants, advisors and agents employed or retained the Agents, the Secured Parties and their respective counsel) in connection with the custody or preservation of any of the Collateral; and (c) after the occurrence of an Event of Default, all costs and expenses, including reasonable attorneys' fees (excluding allocated costs of internal counsel) and costs of settlement, incurred by any Agent or any Lender in enforcing any Obligations of or in collecting any payments due from any Loan Party hereunder or under the other Loan Documents by reason of such Event of Default (including in connection with the sale of, collection from, or other realization upon any of the Collateral or the enforcement of the Guaranty) or in connection with any refinancing or restructuring of the credit arrangements provided hereunder in the nature of a "work out" or pursuant to any insolvency or bankruptcy cases or proceedings.

(b) In addition to the payment of expenses pursuant to Section 10.5(a), whether or not the transactions contemplated by the Loan Documents shall be consummated, each Loan Party agrees to, within

ten (10) Business Days following demand thereof, defend (subject to the indemnified party's selection of counsel), indemnify, pay and hold (i) each Lender, the Lender Advisors and the Agents and (ii) each of the foregoing's Related Parties (each, an "Indemnitee") harmless from and against any and all other liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever with respect to the negotiation, execution, delivery, enforcement, performance and administration of the Chapter 11 Cases, this Agreement, the other Loan Documents and any such other documents, including any of the foregoing relating to the use of proceeds of the Loans or the violation of, noncompliance with or liability under, any applicable law to the operations of any Loan Party or any of its Subsidiaries or any of the Properties and the reasonable fees and expenses of one legal counsel for the DIP Agents and all Lenders (and one local counsel to such Lenders in each applicable jurisdiction as to which the Lenders reasonably determine is necessary and one regulatory counsel to such Lenders and Agents) in connection with claims, actions or proceedings by any Indemnitee against any Loan Party under any Loan Document (all the foregoing in this clause (d), collectively, the "Indemnified Liabilities"), **IN ALL CASES, WHETHER OR NOT CAUSED BY OR ARISING, IN WHOLE OR IN PART, OUT OF THE COMPARATIVE, CONTRIBUTORY, OR SOLE NEGLIGENCE OF SUCH INDEMNITEE;** provided, that (a) the Borrower shall have no obligation hereunder to any Indemnitee with respect to Indemnified Liabilities to the extent such Indemnified Liabilities (x) are found by a final and nonappealable decision of a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct by such Indemnitee (or any of such Indemnitee's Related Parties) or (y) result from a claim not involving an act or omission of a Loan Party and that is brought by an Indemnitee against another Indemnitee and (b) if the applicable Agents shall have reasonably determined that a conflict exists between such Agent or any of its Related Parties, on the one hand, and any other Indemnitee, on the other hand, then the Borrower shall be required to pay the reasonable and documented fees and expenses of separate counsel for the applicable Agent and/or any of its Related Parties. Without limiting the foregoing, and to the extent permitted by applicable law, the Borrower agrees not to assert and to cause its Subsidiaries not to assert, and hereby waives and agrees to cause its Subsidiaries to waive, all rights for contribution or any other rights of recovery against the Secured Parties with respect to all claims, demands, penalties, fines, liabilities, settlements, damages, costs and expenses of whatever kind or nature arising out of, in connection with, or in any way related to, this Agreement or any Loan Document or any other agreement or instrument contemplated hereby or thereby, the transactions contemplated hereby or thereby, that any of them might have by statute or otherwise against any Indemnitee, except to the extent such claims, demands, penalties, fines, liabilities, settlements, damages, costs, and expenses of whatever kind or nature, are disputes solely between Indemnitees that do not arise out of any act or omission of any Loan Party, the Borrower or any of its Subsidiaries. In the case of any investigation, litigation or other proceeding to which the indemnity in clause (d) of this Section applies, such indemnity shall be effective whether such investigation, litigation or other proceeding is brought by a third party or any Loan Party or any of its Subsidiaries or an Indemnitee, and whether or not an Indemnitee is otherwise a party thereto. Unless otherwise specified, all amounts due under this Section 10.5 shall be payable not later than thirty (30) calendar days after written demand therefor. Statements payable by the Borrower pursuant to this Section 10.5 shall be submitted to the address of the Borrower set forth in Section 10.2, or to such other Person or address as may be hereafter designated by the Borrower in a written notice to the DIP Agents. The agreements in this Section 10.5 shall survive termination of the Loan Commitments and repayment of the Loans and all other amounts payable hereunder. To the extent that the undertakings to defend, indemnify, pay and hold harmless set forth in this Section 10.5 may be unenforceable in whole or in part because they are violative of any Law or public policy, the applicable Loan Party shall contribute the maximum portion that it is permitted to pay and satisfy under applicable Law to the payment and satisfaction of all Indemnified Liabilities incurred by Indemnitees or any of them. This Section 10.5 shall not apply with respect to Taxes other than Taxes that represent losses, claims, damages, etc. arising from any non-Tax claim.

#### **10.6 Successors and Assigns; Participations and Assignments.**



(a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that (i) the Borrower may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by the Borrower without such consent shall be null and void) and (ii) no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section 10.6.

(b) Subject to the conditions set forth in paragraph (b)(i) below, any Lender may assign all or a portion of its rights and obligations under this Agreement (including all or a portion of its Loan Commitments and the Loans at the time owing to it) to one or more assignees (each, an "Assignee").

(i) Assignments shall be subject to the following conditions:

(A) except in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund or an assignment of the entire remaining amount of the assigning Lender's interests under the Facility, the amount of the Loan Commitments or Loans, as applicable, of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent) shall not be less than \$250,000 unless the Administrative Agent otherwise consents;

(B) except in the case of any assignments executed and delivered by Deutsche Bank, or any assignments by any Lender to (1) an Affiliate or Approved Fund of such Lender or (2) any other Lender (or Affiliate or Approved Fund of any other Lender), the Administrative Agent shall consent to such assignment (such consent not to be unreasonably withheld, delayed or conditioned and shall be deemed granted if not otherwise denied within five (5) Business Days);

(C) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement;

(D) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee of \$3,500 (provided, that assignments executed and delivered by Deutsche Bank shall not be subject to such recordation fee or any other fee);

(E) the Assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an administrative questionnaire in which the Assignee designates one or more credit contacts to whom all syndicate-level information (which may contain material non-public information about the Borrower, the Loan Parties and their Related Parties or their respective securities) will be made available and who may receive such information in accordance with the Assignee's compliance procedures and applicable laws, including Federal and state securities laws;

(F) no assignment shall be made to (i) any Person who is identified by the Borrower to the Administrative Agent in writing prior to the Closing Date or (ii) any Affiliate of a Person referred to in clause (i) that is reasonably identifiable as an Affiliate of such Person on the basis of such Affiliate's name (each, subject to the Required Lenders' satisfaction, a "Disqualified Lender"); it being understood and agreed that list of Disqualified Lenders shall be available to the Lenders upon request; and

(G) no assignments shall be made to Sponsors, Holdings, the Borrower, any of their respective Subsidiaries or any their respective Affiliates.

Any assignment made in contravention of the provisions of this Section 10.6(b)(i) shall be null and void ab initio.

For the purposes of this Section 10.6, “Approved Fund” means any Person (other than a natural person) that is engaged in making, purchasing, holding or investing in bank loans and similar extensions of credit in the ordinary course of its business and that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

(ii) Subject to acceptance and recording thereof pursuant to paragraph (b)(iv) below, from and after the effective date specified in each Assignment and Assumption the Assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender’s rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 2.18, 2.19, and 10.5). Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section 10.6 shall be null and void.

(iii) The Administrative Agent, acting for this purpose as a non-fiduciary agent of the Borrower, shall maintain at one of its offices a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Loan Commitments and, principal and stated interest amount of the Loans owing to, each Lender with respect to the Borrower pursuant to the terms hereof from time to time (the “Register”). The entries in the Register shall be conclusive, and the Borrower, the Administrative Agent and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrower or any Lender (but in the case of any Lender (in its capacity as such) other than Deutsche Bank, as to such Lender’s Loans, Loan Commitments, principal and fees owing to such Lender only) at any reasonable time and from time to time upon reasonable prior notice.

(iv) Upon its receipt of a duly completed Assignment and Assumption executed by an assigning Lender and an Assignee, the Assignee’s completed administrative questionnaire (unless the Assignee shall already be a Lender hereunder), the processing and recordation fee referred to in paragraph (b) of this Section and any written consent to such assignment required by paragraph (b) of this Section, the Administrative Agent shall accept such Assignment and Assumption and record the information contained therein in the Register. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this paragraph. Notwithstanding anything to the contrary contained in this Agreement, the Loans are registered obligations and the right, title and interest of the Lenders in and to such Loans, shall be transferable only in accordance with the terms hereof. This Section 10.6(b)(iv) shall be construed so that the Loans are at all times maintained in “registered form” within the meaning of Sections 163(f), 165(j), 871(h)(2), 881(c)(2), and 4701 of the Code, and the Register shall be maintained in accordance with such construction.

(c) (i) Any Lender may, without the consent of the Borrower or the Administrative Agent, sell participations to Assignees that are not a Disqualified Lender (in such capacity a “Participant”) in all or a

portion of such Lender's rights and obligations under this Agreement (including all or a portion of its Loan Commitments and the Loans owing to it) as set forth in this Section 10.6(c)(i); provided that (A) such Lender's obligations under this Agreement shall remain unchanged, (B) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (C) the Borrower, the Administrative Agent and the Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of the Loan Documents; provided that such agreement may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver that requires the consent of (x) all Lenders or (y)(1) each Lender directly affected thereby pursuant to the proviso to the second sentence of Section 10.1 and (2) directly affects such Participant. Each Participant shall comply in full with any obligations pursuant to Section 2.19 as if it were a Lender. Subject to paragraph (c)(ii) of this Section, the Borrower agrees that each Participant shall be entitled to the benefits of Sections 2.18, 2.19 and 2.20 (subject to the requirements and limitations of such Sections (including Sections 2.19(d) and (e)) and Sections 2.21 and 2.22 as if the Participant were a Lender) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 10.7(b) as though it were a Lender, provided such Participant shall be subject to Section 10.7(a) as though it were a Lender. Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the applicable Borrower, maintain a register of its Participants in compliance with Section 5f.103-1(c) of the United States Treasury Regulations; provided, however, that no Lender shall have any obligation to disclose all or any portion of such register (including the identity of any Participant or any information relating to a Participant's interest in any Loan Commitments, Loans, or its other obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such Loan Commitment, Loan or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in a Participant register shall be conclusive, absent manifest error, and the parties shall treat each Person whose name is recorded in the Participant register as the Participant for all purposes of this Agreement, notwithstanding a notice to the contrary.

(ii) A Participant shall not be entitled to receive any greater payment under Section 2.18 or 2.19 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant except to the extent such entitlement to a greater payment results from a change in any Requirement of Law after the Participant became a Participant.

(d) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender (and any initial or subsequent pledgee or grantee, as the case may be, may in turn at any time and from time to time pledge or grant a security interest in all or any portion of such rights as collateral security to secure obligations of such Person), including any pledge or assignment to secure obligations to a Federal Reserve Bank or other central bank, and this Section shall not apply to any such pledge or assignment of a security interest; provided that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or Assignee for such Lender as a party hereto.

(e) The Borrower, upon receipt of written notice from the relevant Lender, agrees to issue Notes to any Lender requiring Notes to facilitate transactions of the type described in paragraph (d) above.

(f) Notwithstanding the foregoing, any Conduit Lender may assign any or all of the Loans it may have funded hereunder to its designating Lender without the consent of the Borrower or the Administrative Agent and without regard to the limitations set forth in Section 10.6(b). Each of the Borrower, each Lender and the Administrative Agent hereby confirms that it will not institute against a

Conduit Lender or join any other Person in instituting against a Conduit Lender any bankruptcy, reorganization, arrangement, insolvency or liquidation proceeding under any state bankruptcy or similar law, for one year and one (1) calendar day after the payment in full of the latest maturing commercial paper note issued by such Conduit Lender; provided, however, that each Lender designating any Conduit Lender hereby agrees to indemnify, save and hold harmless each other party hereto for any loss, cost, damage or expense arising out of its inability to institute such a proceeding against such Conduit Lender during such period of forbearance.

(g) Upon request of the Administrative Agent, the Loan Parties shall promptly carry out and take all the steps and actions (and shall procure that any Loan Party incorporated in Italy will promptly carry out and take all the steps and actions) which are required, necessary or appropriate, in the opinion of the Administrative Agent, to have any transfer and/or assignment by any Lender pursuant this Section 10.6 perfected and effective with respect to any Loan Party incorporated under Italian law (including the execution of any document, notice and/or acknowledgement letter bearing certified date (*data certa*) for the purposes of Italian law).

(h) For the purposes of Italian law, the assignment and/or transfer of the rights of the Lenders under the Loan Documents shall constitute a *cessione del credito* or a *cessione del contratto totale o parziale*, as the case may be, and it shall neither constitute a novation nor have an *effetto novativo* on the obligations under the Loan Documents.

(i) For the purposes of Articles 1406 and 1407 of the Italian Civil Code, any Loan Party incorporated under Italian law irrevocably give their consent to any assignment, assumption and release of rights or obligations or transfer of contract (*cessione di diritti, cessione del credito or cessione totale o parziale del contratto*) made by any assigning Lender pursuant to this Agreement and irrevocably agrees that, upon any such transfer or assignment being effective and within the limit provided thereunder, the assigning Lender shall be released from its obligations being the subject of such transfer or assignment, also for the purposes of Articles 1273 and 1408 of the Italian Civil Code.

(j) Spanish Law Provisions.

(i) Each party hereto agrees that an assignment or transfer pursuant to this Section shall constitute a transfer of any Spanish law Collateral Documents to the Lender's assignee in the manner set out in Article 1203 et seq. of the Spanish Civil Code and the guarantees and the indemnities granted by each Loan Party under the Loan Documents shall be preserved for the benefit of the Secured Parties, including without limitation for the purposes of article 1,528 of the Spanish Civil Code.

(ii) In respect of any assignment or transfer made pursuant to, and in accordance with, this Section, each Spanish Loan Party hereby expressly waives its rights (if any) under article 1,535 of the Spanish Civil Code.

(iii) Each Spanish Loan Party accepts all transfers and assignments made by the Lenders under and in accordance with the terms of this Agreement without requiring any additional formalities.

#### **10.7 Adjustments; Set-off.**

(a) Except to the extent that this Agreement expressly provides for payments to be allocated to a particular Lender, if any Lender (a "Benefitted Lender") shall receive any payment of all or part of the Obligations owing to it, or receive any Collateral in respect thereof (whether voluntarily or involuntarily,

by set-off or otherwise), in a greater proportion than any such payment to or collateral received by any other Lender, if any, in respect of the Obligations owing to such other Lender, such Benefitted Lender shall purchase for cash from the other Lenders a participating interest in such portion of the Obligations owing to each such other Lender, or shall provide such other Lenders with the benefits of any such Collateral, as shall be necessary to cause such Benefitted Lender to share the excess payment or benefits of such collateral ratably with each of the Lenders; provided, however, that if all or any portion of such excess payment or benefits is thereafter recovered from such Benefitted Lender, such purchase shall be rescinded, and the purchase price and benefits returned, to the extent of such recovery, but without interest; provided further that the provisions of this paragraph shall not be construed to apply to (x) any payment or prepayment made by or on behalf of the Borrower or any other Loan Party pursuant to and in accordance with the express terms of this Agreement (including the application of funds arising from the existence of a Defaulting Lender), (y) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans to any assignee or participant or the termination of any Lender's Loan Commitment and non-pro rata repayment of Loans pursuant to Section 2.22, or (z) in connection with assignments and participations pursuant to Section 10.6.

(b) In addition to any rights and remedies of the Lenders provided by law, each Lender shall have the right after the occurrence and during the continuance of an Event of Default, subject to the prior written consent of the Administrative Agent (acting as directed by the Required Lenders), without prior notice to the Borrower, any such notice being expressly waived by the Borrower to the extent permitted by applicable law, upon any amount becoming due and payable by the Borrower hereunder (whether at the stated maturity, by acceleration or otherwise), to set off and appropriate and apply against such amount then due and payable any and all deposits (general or special, time or demand, provisional or final other than payroll or trust and tax withholding accounts), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by such Lender or any branch or agency thereof to or for the credit or the account of the Borrower, as the case may be; provided that if any Defaulting Lender shall exercise any such right of setoff, (i) all amounts so set off shall be paid over immediately to the Administrative Agent for further application in accordance with the provisions of this Agreement and, pending such payment, shall be segregated by such Defaulting Lender from its other funds and deemed held in trust for the benefit of the Administrative Agent and the Lenders and (ii) the Defaulting Lender shall provide promptly to the Administrative Agent a statement describing in reasonable detail the obligations owing to such Defaulting Lender as to which it exercised such right of set-off. Each Lender agrees promptly to notify the Borrower and the Administrative Agent after any such setoff and application made by such Lender, provided that the failure to give such notice shall not affect the validity of such setoff and application.

**10.8 Counterparts.** This Agreement 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 Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof. A set of the copies of this Agreement signed by all the parties shall be lodged with the Borrower and the Administrative Agent.

**10.9 Severability.** Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

**10.10 Integration.** This Agreement and the other Loan Documents represent the entire agreement of the Borrower, the DIP Agents and the Lenders with respect to the subject matter hereof and thereof, and there are no promises, undertakings, representations or warranties by the DIP Agents or any



Lender relative to the subject matter hereof not expressly set forth or referred to herein or in the other Loan Documents.

**10.11 GOVERNING LAW.** THE VALIDITY, CONSTRUCTION, INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS (UNLESS EXPRESSLY PROVIDED TO THE CONTRARY IN ANY SUCH OTHER LOAN DOCUMENT IN RESPECT THEREOF) AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT AND SUCH OTHER LOAN DOCUMENTS OR RELATED HERETO OR THERETO 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.

For the purposes of Article 9 of Brazilian Decree-Law No. 4,657 dated September 4, 1942, as amended, the transaction contemplated in this Agreement and the obligations arising herein shall be deemed as being created and executed in the State of New York. The Parties hereby acknowledge that this Agreement meets all requirements for its perfection, validity, and effectiveness under the laws of the State of New York and therefore represents valid obligations in accordance with the laws of the State of New York, especially for the payment of the amounts due hereunder. The Parties hereto agree that the submission of this Agreement to the jurisdiction of the State of New York and the agreement over as to the governing law of this Agreement are legal, valid and binding and will be recognized and enforced by the courts of the State of New York.

**10.12 CONSENT TO JURISDICTION; SERVICE OF PROCESS; VENUE; WAIVER OF JURY TRIAL, ETC.** EACH OF THE PARTIES HERETO AGREES THAT ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT SHALL BE BROUGHT EXCLUSIVELY IN THE BANKRUPTCY COURTS OF THE STATE OF DELAWARE, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH LOAN PARTY HEREBY IRREVOCABLY ACCEPTS IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFORESAID COURTS; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT THE AGENTS' OPTION, IN THE COURTS OF ANY JURISDICTION WHERE THE AGENTS ELECT TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. NOTWITHSTANDING ANY OTHER PROVISION OF THIS SECTION 10, THE BANKRUPTCY COURT SHALL HAVE EXCLUSIVE JURISDICTION OVER ANY ACTION OR DISPUTE INVOLVING, RELATING TO OR ARISING OUT OF THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS; PROVIDED, THAT NOTHING IN THIS SECTION 10 SHALL AFFECT THE RIGHT OF THE AGENTS OR ANY LENDER TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE REQUIREMENTS OF LAW OR COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST ANY LOAN PARTY OR ANY COLLATERAL IN ANY OTHER JURISDICTION. EACH LOAN PARTY HEREBY IRREVOCABLY CONSENTS TO THE SERVICE OF ANY AND ALL LEGAL PROCESS, SUMMONS, NOTICES, AND DOCUMENTS IN ANY SUIT, ACTION, OR PROCEEDING BROUGHT IN THE UNITED STATES OF AMERICA ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS BY THE MAILING (BY REGISTERED MAIL OR CERTIFIED MAIL, POSTAGE PREPAID) OR DELIVERING OF A COPY OF SUCH PROCESS TO SUCH LOAN PARTY C/O THE BORROWER AT ITS ADDRESS FOR NOTICES AS SET FORTH IN SECTION 10.2. THE LOAN PARTIES AGREE THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING HEREIN SHALL AFFECT THE RIGHT OF THE AGENTS AND THE LENDERS TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY

LAW. EACH LOAN PARTY HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE JURISDICTION OR LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. TO THE EXTENT THAT ANY LOAN PARTY HAS OR HEREAFTER MAY ACQUIRE ANY IMMUNITY FROM JURISDICTION OF ANY COURT OR FROM ANY LEGAL PROCESS (WHETHER THROUGH SERVICE OR NOTICE, ATTACHMENT PRIOR TO JUDGMENT, ATTACHMENT IN AID OF EXECUTION OR OTHERWISE) WITH RESPECT TO ITSELF OR ITS PROPERTY, EACH LOAN PARTY HEREBY IRREVOCABLY WAIVES SUCH IMMUNITY IN RESPECT OF ITS OBLIGATIONS UNDER THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER IN ANY LEGAL ACTION OR PROCEEDING REFERRED TO IN THIS SECTION ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES; PROVIDED THAT NOTHING CONTAINED HEREIN SHALL LIMIT THE BORROWER'S INDEMNITY AND REIMBURSEMENT OBLIGATIONS TO THE EXTENT SET FORTH IN SECTION 10.5.

EACH PARTY HERETO HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS, OR UNDER ANY AMENDMENT, WAIVER, CONSENT, INSTRUMENT, DOCUMENT OR OTHER AGREEMENT DELIVERED OR WHICH IN THE FUTURE MAY BE DELIVERED IN CONNECTION THEREWITH, OR ARISING FROM ANY FINANCING RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS, AND AGREES THAT ANY SUCH ACTION, PROCEEDINGS OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. EACH LOAN PARTY CERTIFIES THAT NO OFFICER, REPRESENTATIVE, AGENT OR ATTORNEY OF THE AGENTS OR ANY LENDER HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE AGENTS OR ANY LENDER WOULD NOT, IN THE EVENT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM, SEEK TO ENFORCE THE FOREGOING WAIVERS. EACH LOAN PARTY HEREBY ACKNOWLEDGES THAT THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE AGENTS AND THE LENDERS ENTERING INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS TO WHICH THEY ARE A PARTY.

NOTWITHSTANDING THE FOREGOING, WITH RESPECT TO ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT INVOLVING ANY LOAN PARTY THAT IS INCORPORATED UNDER THE LAWS OF MEXICO, EACH OF THE PARTIES HERETO (I) AGREES TO THIS SECTION 10.12, (II) WAIVES THE RIGHT TO ANY OTHER JURISDICTION TO WHICH IT MAY BE ENTITLED BY REASON OF PRESENT OR FUTURE DOMICILE OR PLACE OF RESIDENCE OR FOR ANY OTHER REASON; (III) SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE COURTS MENTIONED ABOVE; AND (IV) WAIVES ANY OBJECT TO THOSE COURTS ON THE GROUND OF VENUE OR *FORUM NON CONVENIENS*.

For the avoidance of doubt, any dispute related to this Agreement and/or any Loan Document may be brought and enforced in the courts of Brazil or any other jurisdiction where the Borrower or any of its property may be found, and each Loan Party hereby irrevocably submit to the jurisdiction of each such court in respect of any such action or proceeding.

The Parties hereby acknowledge that, for purposes of enforcement of the obligations contained herein in Brazil, this Agreement constitutes an extrajudicial enforcement instrument (*título executivo extrajudicial*), according to Article 784 of the Brazilian Federal Law No. 13.105/2015, as amended.

**10.13 Acknowledgements.** The Borrower hereby acknowledges that:

- (a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Loan Documents;
- (b) neither nor any Lender has any fiduciary relationship with or duty to the Borrower arising out of or in connection with this Agreement or any of the other Loan Documents, and the relationship between the Agents and Lenders, on one hand, and the Borrower, on the other hand, in connection herewith or therewith is solely that of debtor and creditor; and
- (c) no joint venture is created hereby or by the other Loan Documents or otherwise exists by virtue of the transactions contemplated hereby among any Loan Party and the Lenders, among the Lenders and the Agents, or among the Lenders, the Agents or any Loan Party.

**10.14 Electronic Execution of Loan Documents.** The words “execution,” “signed,” “signature,” and words of like import in this Agreement or any other Loan Document (including any Assignment and Assumption) shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based record keeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

**10.15 Confidentiality.** Each of the Agents and the Lenders agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its and its Affiliates’ directors, officers, employees and agents, including accountants, legal counsel and other advisors (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any regulatory authority (including any self-regulatory authority), (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process, (d) to any other party to this Agreement, (e) in connection with the exercise of any remedies hereunder or any suit, action or proceeding relating to this Agreement or the enforcement of rights hereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement or (ii) any actual or prospective counterparty (or its advisors) to any swap or derivative transaction relating to the Borrower and its obligations, (g) with the consent of the Borrower, (h) to the extent such Information (i) becomes publicly available other than as a result of a breach of this Section or (ii) becomes available to, any Lender on a non-confidential basis from a source other than the Borrower or (i) in communications with a Governmental Authority regarding Anti-Corruption Laws, Anti-Money Laundering Laws, or Sanctions; provided, however, that with respect to disclosures pursuant to clauses (b) and (c) of this Section (other than disclosures pursuant to routine regulatory examinations) and clause (e) of this Section (as such clause relates to suits, actions or proceedings in which disclosure is being sought by a third party), unless prohibited by applicable Requirements of Law or court order, each Lender and shall (x) notify the Borrower of any request by any Governmental Authority or representative thereof or other Person for disclosure of confidential and non-public information after receipt of such request and (y) if such disclosure of such confidential or non-public information is legally required, furnish only such portion of such information as it is legally compelled to disclose and exercise commercially reasonable efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to the disclosed information.

For the purposes of this Section, “Information” means all information received from the Borrower relating to the Borrower or its business, other than any such information that is available to the Agents or any Lender on a non-confidential basis prior to disclosure by the Borrower.

EACH LENDER ACKNOWLEDGES THAT INFORMATION AS DEFINED IN SECTION 10.15 FURNISHED TO IT PURSUANT TO THIS AGREEMENT MAY INCLUDE MATERIAL NON-PUBLIC INFORMATION CONCERNING THE BORROWER AND ITS RELATED PARTIES OR THEIR RESPECTIVE SECURITIES, AND CONFIRMS THAT IT HAS DEVELOPED COMPLIANCE PROCEDURES REGARDING THE USE OF MATERIAL NON-PUBLIC INFORMATION AND THAT IT WILL HANDLE SUCH MATERIAL NON-PUBLIC INFORMATION IN ACCORDANCE WITH THOSE PROCEDURES AND APPLICABLE LAW, INCLUDING FEDERAL AND STATE SECURITIES LAWS.

**10.16 Acknowledgement and Consent to Bail-In of Affected Financial Institutions.**

Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Affected Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the write-down and conversion powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder that may be payable to it by any party hereto that is an Affected Financial Institution; and

(b) the effects of any Bail-In Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of the applicable Resolution Authority.

**10.17 USA PATRIOT ACT.** Each Lender that is subject to the requirements of the Patriot Act hereby notifies the Borrower and each Guarantor that pursuant to the requirements of the Act, it is required to obtain, verify and record information that identifies the Borrower or such Guarantor, which information includes the name and address of the Borrower and other information that will allow such Lender to identify the Borrower and each Guarantor in accordance with the Patriot Act.

**10.18 Order and Restructuring Support Agreement Govern.** Notwithstanding anything to the contrary herein or in any of the Loan Documents, the provisions of this Agreement are subject to the terms, covenants, conditions and provisions of the Orders and the Restructuring Support Agreement, which, among other things, set out the priority, with respect to the Collateral, as between, on the one hand, the Junior DIP Agents, the Lenders and Secured Parties (each as defined in the Junior DIP Credit Agreement) and Prepetition Secured Parties and, on the other hand, the Agents, the Lenders and any other Secured Parties. In the event of a conflict between the terms of the Orders and this Agreement, the terms of the Orders shall govern and control.

**10.19 Acknowledgement Regarding Any Supported QFCs.** To the extent that the Loan Documents provide support, through a guarantee or otherwise, for Swap Agreements or any other agreement or instrument that is a QFC (such support, “QFC Credit Support” and each such QFC a “Supported QFC”), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the “U.S. Special Resolution Regimes”) in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Loan Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York or of the United States or any other state of the United States):

(a) In the event a Covered Entity that is party to a Supported QFC (each, a “Covered Party”) becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under the Loan Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and the Loan Documents were governed by the laws of the United States or a state of the United States.

(b) As used in this Section 10.19, the following terms have the following meanings:

“BHC Act Affiliate” of a party means an “affiliate” (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such party.

“Covered Entity” means any of the following:

(i) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);

(ii) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or

(iii) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

“Default Right” has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

“QFC” has the meaning assigned to the term “qualified financial contract” in, and shall be interpreted in accordance with, 12 U.S.C. 5390(c)(8)(D).

## **10.20 Spanish Executive Proceedings**



(a) Each Spanish Security Document shall be formalized in a Spanish Public Document so that it may have the status of an executive title for all purposes contemplated in Article 517.2.4º of the Spanish Civil Procedure Law and, for the purposes of the executive proceedings contemplated therein and for the purposes of Articles 571 et seq. of the Spanish Civil Procedural Law, the Loan Parties and the Lenders (or the applicable Secured Parties) agree that the amounts due and payable will be the amounts appearing in the Register according to Section 10.6(b) as provided by the Administrative Agent.

(b) For the purposes of article 540.2 of the Spanish Civil Procedural Law, the Loan Parties acknowledge and accept that, provided that the relevant assignment, transfer or change of Lenders has been made in accordance with the terms of this Agreement, any assignment, transfer or change of Lenders shall be duly and sufficiently evidenced to any Spanish court by means of a certificate issued by the Administrative Agent confirming who the Lenders are at the relevant time and, therefore, those Persons who are certified as Lenders by the Administrative Agent shall be able to initiate enforcement in Spain through *procedimiento ejecutivo* without further evidence being required

## EXHIBIT A

FORM OF ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption (this “Assignment and Assumption”) is dated as of the Effective Date set forth below and is entered into by and between [the][each]<sup>1</sup> Assignor identified in item 1 below ([the][each, an] “Assignor”) and [the][each]<sup>2</sup> Assignee identified in item 2 below ([the][each, an] “Assignee”). [It is understood and agreed that the rights and obligations of the [Assignors][Assignees]<sup>3</sup> hereunder are several and not joint.]<sup>4</sup> Capitalized terms used but not defined herein shall have the meanings given to them in the First-Out Super-Senior Secured Superpriority Debtor-in-Possession Credit Agreement identified below (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), receipt of a copy of which is hereby acknowledged by [the][each] Assignee. The Standard Terms and Conditions set forth in Annex 1 attached hereto (the “Standard Terms and Conditions”) are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, [the][each] Assignor hereby irrevocably sells and assigns to the [Assignee][respective Assignees], and [the][each] Assignee hereby irrevocably purchases and assumes from the [Assignor][respective Assignors], subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below (i) all of the [Assignor’s][respective Assignors’] rights and obligations in [its capacity as a Lender][their respective capacities as Lenders] under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of the [Assignor][respective Assignors] under the respective Type identified below (including without limitation any guarantees), and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of the [Assignor (in its capacity as a Lender)][respective Assignors (in their respective capacities as Lenders)] against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including, but not limited to, contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned by [the][any] Assignor to [the][any] Assignee pursuant to clauses (i) and (ii) above being referred to herein collectively as [the][an] “Assigned Interest”). Each such sale and assignment is without recourse

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<sup>1</sup> For bracketed language here and elsewhere in this form relating to the Assignor(s), if the assignment is from a single Assignor, choose the first bracketed language. If the assignment is from multiple Assignors, choose the second bracketed language.

<sup>2</sup> For bracketed language here and elsewhere in this form relating to the Assignee(s), if the assignment is to a single Assignee, choose the first bracketed language. If the assignment is to multiple Assignees, choose the second bracketed language.

<sup>3</sup> Select as appropriate.

<sup>4</sup> Include bracketed language if there are either multiple Assignors or multiple Assignees, as applicable.

to [the][any] Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by [the][any] Assignor.

1. Assignor[s]: \_\_\_\_\_

\_\_\_\_\_

[Assignor is [not] a Defaulting Lender]

2. Assignee[s]: \_\_\_\_\_

\_\_\_\_\_

[for each Assignee, indicate if an Affiliate or an Approved Fund of [*identify Lender*]]

[for each Assignee, indicate if an Affiliate of the Borrower]

3. Borrower: Marelli North America, Inc., a Tennessee corporation and a debtor-in-possession in the Chapter 11 Cases

4. Administrative Agent: GLAS USA LLC, as the Administrative Agent under the Credit Agreement

5. Credit Agreement: First-Out Super-Senior Secured Superpriority Debtor-in-Possession Credit Agreement, dated as of June 13, 2025, among the Borrower, the several financial institutions or entities party thereto from time to time as Lenders, the Administrative Agent and the Collateral Agent.

6. Assigned Interest[s]:

Assignor[s] <sup>5</sup>	Assignee[s] <sup>6</sup>	Aggregate Amount and Type of Loan Commitment / Loans for all Lenders <sup>7</sup>	Amount and Type of Loan Commitment / Loans Assigned <sup>8</sup>	Percentage Assigned of such Loan Commitment / Loans <sup>9</sup>	CUSIP Number, if applicable
		\$	\$	%	
		\$	\$	%	
		\$	\$	%	

<sup>5</sup> List each Assignor, as appropriate.

<sup>6</sup> List each Assignee, as appropriate.

<sup>7</sup> Amount to be adjusted by the counterparties to take into account any payments or prepayments made between the Trade Date and the Effective Date.

<sup>8</sup> Assignment shall not be less than \$250,000 (unless with the Administrative Agent's consent), unless Assignment to a Lender, an Affiliate of a Lender or an Approved Fund or an assignment of the entire remaining amount of the assigning Lender's interests under the Facility, the amount of the Loan Commitments or Loans, as applicable, of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent).

<sup>9</sup> Set forth, to at least 9 decimals, as a percentage of the Commitment/Loans of all Lenders thereunder.

7. Effective Date: \_\_\_\_\_, 20\_\_ [TO BE INSERTED BY ADMINISTRATIVE AGENT AND WHICH SHALL BE THE EFFECTIVE DATE OF RECORDATION OF TRANSFER IN THE REGISTER THEREFOR.]
8. The Administrative Agent is entering into this Assignment and Assumption solely upon instructions of the Lenders and shall have no duties or obligations hereunder.

[Signature Page Follows]

Effective Date: \_\_\_\_\_, 20\_\_\_\_ [TO BE INSERTED BY ADMINISTRATIVE AGENT  
AND WHICH SHALL BE THE EFFECTIVE DATE OF RECORDATION OF TRANSFER IN  
THE REGISTER THEREFOR.]

The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR[S]<sup>1</sup>  
[NAME OF ASSIGNOR]

By: \_\_\_\_\_  
Name:  
Title:

[NAME OF ASSIGNOR]

By: \_\_\_\_\_  
Name:  
Title:

ASSIGNEE[S]<sup>2</sup>  
[NAME OF ASSIGNEE]

By: \_\_\_\_\_  
Name:  
Title:

[NAME OF ASSIGNEE]

By: \_\_\_\_\_  
Name:  
Title:

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<sup>1</sup> Add additional signature blocks as needed. Include both Fund/Pension Plan and manager making the trade (if applicable).

<sup>2</sup> Add additional signature blocks as needed. Include both Fund/Pension Plan and manager making the trade (if applicable).



[Consented to and Accepted:

GLAS USA LLC,  
as Administrative Agent

By: \_\_\_\_\_

Name:

Title: ]<sup>3</sup>

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<sup>3</sup> To be included for all assignments other than those executed and delivered by Deutsche Bank, or any assignment by any Lender to (1) an Affiliate or Approved Fund of such Lender or (2) any other Lender (or Affiliate or Approved Fund of any other Lender).

FIRST-OUT SUPER-SENIOR SECURED SUPERPRIORITY DEBTOR-IN-POSSESSION CREDIT  
AGREEMENT  
STANDARD TERMS AND CONDITIONS FOR  
ASSIGNMENT AND ASSUMPTION

1. Representations and Warranties.

1.1 Assignor[s]. [The][Each] Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of [the][the relevant] Assigned Interest, (ii) [the][such] Assigned Interest is free and clear of any lien, encumbrance or other adverse claim, (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and (iv) it is [not] a Defaulting Lender; and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Credit Agreement or any other Loan Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any collateral thereunder, (iii) the financial condition of the Borrower, any of their Subsidiaries or Affiliates or any other Person obligated in respect of any Loan Document, or (iv) the performance or observance by the Borrower, any of their Subsidiaries or Affiliates or any other Person of any of their respective obligations under any Loan Document.

1.2 Assignee[s]. [The][Each] Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it meets all the requirements to be an eligible assignee (subject to such consents, if any, as may be required under Section 10.6 of the Credit Agreement), (iii) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and, to the extent of [the][the relevant] Assigned Interest, shall have the obligations of a Lender thereunder, (iv) it is sophisticated with respect to decisions to acquire assets of the type represented by the Assigned Interest and either it, or the Person exercising discretion in making its decision to acquire the Assigned Interest, is experienced in acquiring assets of such type, (v) it has received a copy of the Credit Agreement, and has received or has been accorded the opportunity to receive copies of the most recent financial statements delivered pursuant to Section 6.1 thereof, as applicable, and such other documents and information as it deems appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption and to purchase [the][such] Assigned Interest, (vi) it has, independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Assignment and Assumption and to purchase [the][such] Assigned Interest, (vii) attached to the Assignment and Assumption is any documentation required to be delivered by it pursuant to the terms of the Credit Agreement, duly completed and executed by [the][such] Assignee, (viii) if it is an Affiliate of the Borrower, it has indicated its status as such in the space provided on the first page of this Assignment and Assumption, and (ix) it is not a Disqualified Lender under the Credit Agreement (b) agrees that (i) it will, independently and without reliance on the Administrative Agent, [the][any] Assignor or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan

Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender.

1.3 Payments. From and after the Effective Date, the Administrative Agent shall make all payments in respect of [the][each] Assigned Interest (including payments of principal, interest, fees and other amounts) to [the][the relevant] Assignor for amounts which have accrued to but excluding the Effective Date and to [the][the relevant] Assignee for amounts which have accrued from and after the Effective Date. Notwithstanding the foregoing, the Administrative Agent shall make all payments of interest, fees or other amounts paid or payable in kind from and after the Effective Date to [the][the relevant] Assignee.

1.4 General Provisions. This Assignment and Assumption shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment and Assumption may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assignment and Assumption by telecopy shall be effective as delivery of a manually executed counterpart of this Assignment and Assumption. This Assignment and Assumption shall be governed by, and construed in accordance with, the law of the State of New York.

EXHIBIT B

FORM OF BORROWING NOTICE

Date: \_\_\_\_\_, \_\_\_\_\_

GLAS USA LLC,  
as Administrative Agent  
3 Second Street, Suite 206  
Jersey City, NJ 07311  
Attn: [TMGUS@glas.agency](mailto:TMGUS@glas.agency)  
[Clientservices.americas@glas.agency](mailto:Clientservices.americas@glas.agency)

Ladies and Gentlemen:

Reference is made to the First-Out Super-Senior Secured Superpriority Debtor-In-Possession Credit Agreement, dated as of June 13, 2025 (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “Credit Agreement,”; capitalized terms used but not defined herein shall have their meanings as set forth in the Credit Agreement), among Marelli North America, Inc., a Tennessee corporation and a debtor-in-possession in the Chapter 11 Cases (the “Borrower”), the several financial institutions or entities party thereto from time to time as Lenders, GLAS USA LLC, as Administrative Agent and Collateral Agent.

Pursuant to Section 2.2 of the Credit Agreement, the Borrower hereby requests a borrowing of Loans under the Credit Agreement (the “Proposed Borrowing”), as follows:

1. In the aggregate principal amount of \$[\_\_\_\_\_].
2. On \_\_\_\_\_, 20\_\_ (which is a Business Day).
3. Comprised of [ABR Loans] [SOFR Loans].
4. The initial Interest Period for the Proposed Borrowing is one month.

[5]. The Borrower’s account to which funds are to be disbursed is:

Bank:

Bank City/State/Country:

Beneficiary Account Name:

Beneficiary Account #:

Beneficiary ABA #:

Beneficiary City/State/Country:

Ref info: Attn: [ ]

The Borrower hereby represents and warrants that the conditions specified in Section [5.1 and]<sup>13</sup> 5.2 of the Credit Agreement are satisfied.

Very truly yours,

MARELLI NORTH AMERICA, INC.,  
as Borrower

By: \_\_\_\_\_  
Name:  
Title:

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<sup>13</sup> To be included solely with respect to the Initial Loans.



EXHIBIT C-1

**Form of Non-Bank Tax Certificate**

(For Non-U.S. Lenders That Are Not Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the First-Out Super-Senior Secured Superpriority Debtor-In-Possession Credit Agreement, dated as of June 13, 2025 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Marelli North America, Inc., a Tennessee corporation and a debtor-in-possession in the Chapter 11 Cases (the “Borrower”), the several financial institutions or entities party thereto from time to time as Lenders, GLAS USA LLC, as Administrative Agent and Collateral Agent. Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

Pursuant to the provisions of Section 2.19(f) of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the Loans in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a “10-percent shareholder” of the Borrower within the meaning of Section 871(h)(3)(B) of the Code and (iv) it is not a “controlled foreign corporation” related to the Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished the Administrative Agent and the Borrower with a certificate of its non-U.S. Person status on IRS Form W-8BEN-E, W-8BEN, W-8ECI or W-8EXP (or any applicable successor form). By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform the Borrower and the Administrative Agent, and (2) the undersigned shall have at all times furnished the Borrower and the Administrative Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in the three calendar years preceding such payments.

[NAME OF LENDER]

By: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_, 20[ ]

EXHIBIT C-2

**Form of Non-Bank Tax Certificate**

(For Non-U.S. Lender Participants That Are Not Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the First-Out Super-Senior Secured Superpriority Debtor-In-Possession Credit Agreement, dated as of June 13, 2025 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Marelli North America, Inc., a Tennessee corporation and a debtor-in-possession in the Chapter 11 Cases (the “Borrower”), the several financial institutions or entities party thereto from time to time as Lenders, GLAS USA LLC, as Administrative Agent and Collateral Agent. Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

Pursuant to the provisions of Section 2.19(f) of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the participation in the Loans in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a “10-percent shareholder” of the Borrower within the meaning of Section 871(h)(3)(B) of the Code and (iv) it is not a “controlled foreign corporation” related to the Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished its participating Lender(s) with a certificate of its non-U.S. Person status on IRS Form W-8BEN-E, W-8BEN, W-8ECI or W-8EXP (or any applicable successor form). By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform such Lender(s) in writing, and (2) the undersigned shall have at all times furnished such Lender(s) with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in the three calendar years preceding such payments.

[NAME OF PARTICIPANT]

By: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_, 20[ ]

## EXHIBIT C-3

**Form of Non-Bank Tax Certificate**

(For Non-U.S. Participants That Are Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the First-Out Super-Senior Secured Superpriority Debtor-In-Possession Credit Agreement, dated as of June 13, 2025 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Marelli North America, Inc., a Tennessee corporation and a debtor-in-possession in the Chapter 11 Cases (the “Borrower”), the several financial institutions or entities party thereto from time to time as Lenders, GLAS USA LLC, as Administrative Agent and Collateral Agent. Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

Pursuant to the provisions of Section 2.19(f) of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the participation in the Loans in respect of which it is providing this certificate, (ii) its direct or indirect partners/members claiming the portfolio interest exemption (“applicable partners/members”) are the sole beneficial owners of such participation, (iii) with respect such participation, neither the undersigned nor any of its applicable partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its applicable partners/members is a “10-percent shareholder” of the Borrower within the meaning of Section 871(h)(3)(B) of the Code and (v) none of its applicable partners/members is a “controlled foreign corporation” related to the Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished its participating Lender(s) with an IRS Form W-8IMY accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W-8BEN-E, W-8BEN, W-8ECI or W-8EXP (or any applicable successor form) or (ii) an IRS Form W-8IMY accompanied by an IRS Form W-8BEN-E or W-8BEN (or any applicable successor form) from each of such partner’s/member’s beneficial owners that is claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform such Lender(s) and (2) the undersigned shall have at all times furnished such Lender(s) with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in the three calendar years preceding such payments.

[NAME OF PARTICIPANT]

By: \_\_\_\_\_ Date: \_\_\_\_\_, 20[ ]  
 Name:  
 Title:

EXHIBIT C-4

**Form of Non-Bank Tax Certificate**

(For Non-U.S. Lenders That Are Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the First-Out Super-Senior Secured Superpriority Debtor-In-Possession Credit Agreement, dated as of June 13, 2025 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Marelli North America, Inc., a Tennessee corporation and a debtor-in-possession in the Chapter 11 Cases (the “Borrower”), the several financial institutions or entities party thereto from time to time as Lenders, GLAS USA LLC, as Administrative Agent and Collateral Agent. Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

Pursuant to the provisions of Section 2.19(f) of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the Loans in respect of which it is providing this certificate, (ii) its direct or indirect partners/members claiming the portfolio interest exemption (“applicable partners/members”) are the sole beneficial owners of such Loans, (iii) with respect to the extension of credit pursuant to this Credit Agreement or any other Loan Document, neither the undersigned nor any of its applicable partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its applicable partners/members is a “10-percent shareholder” of the Borrower within the meaning of Section 871(h)(3)(B) of the Code and (v) none of its applicable partners/members is a “controlled foreign corporation” related to the Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished the Administrative Agent and the Borrower with an IRS Form W-8IMY accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W-8BEN-E, W-8BEN, W-8ECI or W-8EXP (or any applicable successor form) or (ii) an IRS Form W-8IMY accompanied by an IRS Form W-8BEN-E, W-8BEN, W-8ECI or W-8EXP (or any applicable successor form) from each of such partner’s/member’s beneficial owners that is claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform the Borrower and the Administrative Agent, and (2) the undersigned shall have at all times furnished the Borrower and the Administrative Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in the three calendar years preceding such payments.

[NAME OF LENDER]

By: \_\_\_\_\_ Date: \_\_\_\_\_, 20[ ]  
Name:  
Title:



## EXHIBIT D

## FORM OF PREPAYMENT NOTICE

Date: \_\_\_\_\_, \_\_\_\_\_

GLAS USA LLC,  
 as Administrative Agent  
 3 Second Street, Suite 206  
 Jersey City, NJ 07311  
 Attn: [TMGUS@glas.agency](mailto:TMGUS@glas.agency)  
[Clientservices.americas@glas.agency](mailto:Clientservices.americas@glas.agency)

Ladies and Gentlemen:

Reference is made to that certain First-Out Super-Senior Secured Superpriority Debtor-In-Possession Credit Agreement, dated as of June 13, 2025 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Marelli North America, Inc., a Tennessee corporation and a debtor-in-possession in the Chapter 11 Cases (the “Borrower”), the several financial institutions or entities party thereto from time to time as Lenders, GLAS USA LLC, as Administrative Agent and Collateral Agent. Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

This Prepayment Notice is delivered to you pursuant to Section 2.10 of the Credit Agreement. The Borrower hereby gives notice of a prepayment of Loans as follows:

1. (select Type(s) of Loans)
  - ☐ SOFR Loans with an Interest Period ending \_\_\_\_\_, 20\_\_ in the aggregate principal amount of \$ \_\_\_\_\_.<sup>1</sup>
  - ☐ ABR Loans in the aggregate principal amount of \$ \_\_\_\_\_.
2. On \_\_\_\_\_, 20\_\_ (a Business Day).<sup>2</sup>

*[Signature page follows]*

<sup>1</sup> Partial prepayments of Loans shall be in an aggregate principal amount of \$500,000 or a whole multiple thereof.

<sup>2</sup> Notice of prepayment must be delivered to the Administrative Agent no later than 12:00 Noon, New York City time, three (3) Business Days prior thereto, in the case of SOFR Loans, and no later than 12:00 Noon, New York City time, one (1) Business Day prior thereto, in the case of ABR Loans.

Very truly yours,

MARELLI NORTH AMERICA, INC., as  
Borrower

By: \_\_\_\_\_  
Name:  
Title:

EXHIBIT E

## FORM OF CONVERSION NOTICE

Date: \_\_\_\_\_, \_\_\_\_\_

GLAS USA LLC,  
 as Administrative Agent  
 3 Second Street, Suite 206  
 Jersey City, NJ 07311  
 Attn: [TMGUS@glas.agency](mailto:TMGUS@glas.agency)  
[Clientservices.americas@glas.agency](mailto:Clientservices.americas@glas.agency)

Ladies and Gentlemen:

Reference is made to that certain First-Out Super-Senior Secured Superpriority Debtor-In-Possession Credit Agreement, dated as of June 13, 2025 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Marelli North America, Inc., a Tennessee corporation and a debtor-in-possession in the Chapter 11 Cases (the “Borrower”), the several financial institutions or entities party thereto from time to time as Lenders, GLAS USA LLC, as Administrative Agent and Collateral Agent. Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement. Terms defined in the Credit Agreement are used herein with the same meanings.

This Interest Election Request is delivered to you pursuant to Section 2.12 of the Credit Agreement and relates to the following:

1. ☐ A conversion of Loans ☐ A continuation of Loans (select one).
2. In the aggregate principal amount of \$\_\_\_\_\_.
3. Which such Loans are being maintained as [ABR Loans] [SOFR Loans] with an Interest Period ending on \_\_\_\_\_, 20\_\_].
4. (select relevant election)
  - ☐ If such Loans are SOFR Loans, such Loans shall be converted to ABR Loans.
  - ☐ If such Loans are ABR Loans, such Loans shall be converted to SOFR Loans having an Interest Period of one month.
5. Such election to be effective on \_\_\_\_\_, 20\_\_ (a Business Day).

*[Signature page follows]*

Very truly yours,

MARELLI NORTH AMERICA, INC., as  
Borrower

By: \_\_\_\_\_  
Name:  
Title:

EXHIBIT F

INITIAL BUDGET

[See attached]



	6/13	6/20	6/27	7/4	7/11	7/18	7/25	8/1	8/8	8/15	8/22	8/29	9/5	Total
<b>Total Receipts</b>	\$138	\$232	\$151	\$186	\$191	\$293	\$188	\$311	\$145	\$192	\$151	\$264	\$166	\$2,606
<b>Total Operating Disbursements</b>	(281)	(238)	(316)	(202)	(217)	(143)	(183)	(213)	(274)	(131)	(148)	(298)	(146)	(2,790)
<b>Operating Cash Flow</b>	<b>\$(142)</b>	<b>\$(6)</b>	<b>\$(166)</b>	<b>\$(16)</b>	<b>\$(26)</b>	<b>\$150</b>	<b>\$5</b>	<b>\$98</b>	<b>\$(129)</b>	<b>\$61</b>	<b>\$3</b>	<b>\$(34)</b>	<b>\$21</b>	<b>\$(183)</b>
Total Non-Operating / Restructuring Cash Flows	(40)	3	3	(4)	(354)	3	3	(9)	3	3	(8)	(10)	3	(406)
<b>Net Cash Flow</b>	<b>\$(183)</b>	<b>\$(4)</b>	<b>\$(163)</b>	<b>\$(20)</b>	<b>\$(380)</b>	<b>\$153</b>	<b>\$7</b>	<b>\$89</b>	<b>\$(127)</b>	<b>\$63</b>	<b>\$(4)</b>	<b>\$(44)</b>	<b>\$23</b>	<b>\$(589)</b>
<b><u>CASH BALANCE</u></b>														
Beginning Cash Balance	\$356	\$693	\$689	\$526	\$506	\$471	\$624	\$631	\$720	\$594	\$657	\$653	\$609	\$356
Net Cash Flow	(183)	(4)	(163)	(20)	(380)	153	7	89	(127)	63	(4)	(44)	23	(589)
DIP Draw / (Repayment)	519	--	--	--	346	--	--	--	--	--	--	--	--	865
<b>Total Debtor Cash</b>	<b>\$693</b>	<b>\$689</b>	<b>\$526</b>	<b>\$506</b>	<b>\$471</b>	<b>\$624</b>	<b>\$631</b>	<b>\$720</b>	<b>\$594</b>	<b>\$657</b>	<b>\$653</b>	<b>\$609</b>	<b>\$632</b>	<b>\$632</b>

EXHIBIT G

FORM OF SECURITY AGREEMENT

[See attached]

**FIRST OUT SUPER-SENIOR SECURED SUPERPRIORITY  
DEBTOR-IN-POSSESSION SECURITY AGREEMENT**

Dated June 13, 2025

**MARELLI HOLDINGS CO., LTD,**  
*as Holdings and a Grantor,*

**MARELLI CORPORATION,**  
*as Intermediate Holdings and a Grantor,*

**MARELLI NORTH AMERICA, INC.**  
*as the Borrower and a Grantor,*

**THE OTHER GRANTORS  
FROM TIME TO TIME PARTY HERETO,**  
*collectively, as Grantors*

and

**GLAS USA LLC**  
*as Security Agent*

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**FIRST-OUT SUPER-SENIOR SECURED SUPERPRIORITY  
DEBTOR-IN-POSSESSION SECURITY AGREEMENT**

THIS FIRST-OUT SUPER-SENIOR SECURED SUPERPRIORITY DEBTOR-IN-POSSESSION SECURITY AGREEMENT, dated as of June 13, 2025 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Security Agreement”), is made between **MARELLI HOLDINGS CO., LTD.**, a company organized under the laws of Japan (“Holdings”), **MARELLI CORPORATION**, a company organized under the laws of Japan (“Intermediate Holdings”), **MARELLI NORTH AMERICA, INC.**, a Tennessee corporation (the “Borrower”), each Subsidiary of Holdings listed on the signature pages hereto (each, an “Original Grantor”, and together with Holdings, Intermediate Holdings, the Borrower and each of the other entities that becomes a party hereto pursuant to Section 8.14, the “Grantors”) and **GLAS USA LLC**, as security agent of the Secured Parties (as defined below) (the “Security Agent”).

W I T N E S S E T H:

WHEREAS, reference is made to that certain First-Out Super-Senior Secured Superpriority Debtor-In-Possession Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Senior Credit Agreement”), among the Borrower, the several financial institutions or entities from time to time party thereto as Lenders (as defined therein) and GLAS USA LLC, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the “Administrative Agent”) for the Secured Parties and the Security Agent.

WHEREAS, in consideration of the extensions of credit and other accommodations of the Lenders as set forth in the Credit Documents (as defined below), each Guarantor has agreed to guarantee the Obligations (as defined below) pursuant to the Guaranty and each Grantor has agreed to secure such Grantor’s respective Obligations under the Credit Documents as set forth herein.

WHEREAS, Holdings, the Borrower and each other Grantor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code (collectively, the “Chapter 11 Cases”) in the United States Bankruptcy Court for the District of Delaware on the Petition Date;

WHEREAS, Holdings, the Borrower and each other Grantor are continuing in possession of its assets and continuing to operate its business and manage its properties as a debtor and a debtor-in-possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code;

WHEREAS, the Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement and the obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Security Agreement;

WHEREAS, each Grantor (other than Holdings) is a direct or indirect Subsidiary of Holdings;

WHEREAS, each Grantor acknowledges that it will derive substantial direct and indirect benefit from the extensions of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Security Agreement in order to induce the Lenders to extend such credit; and

NOW, THEREFORE, each Grantor hereby agrees with the Security Agent on behalf of each of the Secured Parties, as follows:

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1. Definitions and Interpretation.

1.1 Definitions.

(a) Capitalized terms used herein without definition have the meanings specified in the Credit Agreement or the DIP Orders, as applicable. Other capitalized terms used herein without definition that are defined in the UCC have the meanings given to them in the UCC, including the following terms (which are capitalized herein): Account, Certificated Securities, Chattel Paper, Commercial Tort Claims, Commodity Contract, Deposit Accounts, Documents, Fixtures, Goods, Instruments, Inventory, Letter-of-Credit Right, Securities, Securities Accounts, Security Entitlement, Software, Supporting Obligation and Tangible Chattel Paper.

(b) The following terms have the following meanings:

“Affiliate” as to any Person, any other Person that, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition, “control” of a Person means the power, directly or indirectly to direct or cause the direction of the management and policies of such Person, whether through the ability to exercise voting power, by contract or otherwise.

“Agent” means the Administrative Agent or the Security Agent, as applicable.

“Borrower” has the meaning provided in the recitals to this Security Agreement.

“Business Day” has the meaning given to such term in the Credit Agreement.

“Capital Stock” means any and all shares, interests, participations or other equivalents (however designated) of capital stock of a corporation, any and all equivalent ownership interests in a Person (other than a corporation) and any and all warrants, rights or options to purchase any of the foregoing.

“Chapter 11 Cases” has the meaning provided in the recitals to this Security Agreement.

“Collateral” has the meaning provided in Section 2.

“Collateral Account” means any collateral account established (or to be established) by the Security Agent as provided in Section 5.1(b).

“Commitments” means Loan Commitments (as defined in the Credit Agreement), as applicable.

“Commodity Exchange Act” means the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

“Control” means (a) in the case of each Deposit Account, “control” within the meaning of § 9-104 of the UCC, (b) in the case of any Security Entitlement, “control” within the meaning of § 8-106 of the UCC, (c) in the case of any Commodity Contract, “control” within the meaning of § 9-106 of the UCC, (d) in the case of any Chattel Paper, “control” within the meaning of § 9-105 of the UCC and (e) in the case of any Letter-of-Credit Right, “control” within the meaning of § 9-107 of the UCC.

“Copyrights” means (i) all copyrights, whether as author, assignee, transferee or otherwise, including copyrights in Software, and (ii) all registrations and applications for registration of any such



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copyright, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office.

“Credit Agreement” means the Senior Credit Agreement.

“Credit Documents” means the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement).

“Credit Party” means the Loan Parties (as defined in the Credit Agreement).

“Default” means any Event of Default, whether or not any requirement for the giving of notice, the lapse of time, or both, as set forth therein, has been satisfied.

“DIP Agent” has the meaning given to such term in the Credit Agreement.

“DIP Orders” means, collectively, the Orders.

“Domestic Grantor” means, any Grantor that is organized under the laws of the United States, or any state thereof.

“Equipment” means all “equipment,” as such term is defined in Article 9 of the UCC, now or hereafter owned by any Grantor or to which any Grantor has rights and, in any event, shall include all machinery, equipment, furnishings, movable trade fixtures and vehicles now or hereafter owned by any Grantor or to which any Grantor has rights and any and all Proceeds, additions, substitutions and replacements of any of the foregoing, wherever located, together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto.

“Event of Default” means an Event of Default (as defined in the Credit Agreement).

“Excluded Account” means any Deposit Account in the name of any Grantor (a) that is used exclusively for payroll, payroll taxes and other employee wage and benefit payments in the ordinary course of business; or (b) that is a trust, fiduciary, or withholding tax payment account, and (c) that is a zero-balance account.

“Excluded Property” means (i) any “intent to use” Trademark application filed in the United States Patent and Trademark Office unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, (ii) any contract, lease (and any leasehold interest in real property governed thereby), license, agreement, instrument or indenture, in each case, only to the extent and for so long as the grant of a security interest therein by the applicable Credit Party (x) is prohibited by such contract, lease, license, agreement, instrument or indenture without the consent of any other party thereto (other than a Credit Party), (y) would give any other party (other than a Credit Party) to any such contract, lease, license, agreement, instrument or indenture the right to terminate its obligations thereunder or (z) is permitted only with consent and all necessary consents to such grant of a security interest have not been obtained from the other parties thereto (other than to the extent that any such prohibition referred to in clauses (x), (y) and (z) would be rendered ineffective pursuant to the Bankruptcy Code, Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law) (it being understood that the foregoing shall not be deemed to obligate any Credit Party to obtain such consents, except as provided under Section 2(d)); provided that the foregoing limitation shall not affect, limit, restrict or impair the grant by such Credit Party of a security interest pursuant to this Security Agreement in any Account or any money or other amounts due or to become due under any such contract, agreement, instrument or indenture, (iii) any assets

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(including any Capital Stock and Stock Equivalents) with respect to which, (1) in the judgment of the Security Agent (at the direction of the Required Lenders acting in their sole discretion) and the Borrower (as agreed in writing), the cost or other consequences (including any effect on the ability of the relevant Grantors to conduct their operations and business in the ordinary course of business and including the cost of flood insurance (if necessary) or mortgage, stamp, intangible or other taxes or expenses) of granting or perfecting a security interest in favor of the Security Agent (on behalf of the Secured Parties) shall be excessive in view of the benefits to be obtained by the Secured Parties therefrom (and the Collateral that may be provided by any Grantor may be limited by agreement of the Security Agent and the Borrower to minimize stamp duty, notarization, registration or other applicable fees, taxes and duties where the Security Agent and the Borrower have reasonably determined that the benefit to the Lenders is disproportionate to the level of such fees, taxes and duties), or (2) granting or perfecting a security interest in such assets in favor of the Security Agent (on behalf of the Secured Parties) would result in materially adverse tax consequences or would require obtaining the consent of any governmental authority, in each case as reasonably determined by the Borrower and the Security Agent (at the direction of the Required Lenders acting in their sole discretion); provided that up to 65% of the voting Capital Stock and 100% of any non-voting Capital Stock of any controlled foreign corporation or Foreign Subsidiary of a Grantor shall not, in any event, be considered “Excluded Property” hereunder, (iv) equity interests in joint ventures and non-wholly-owned Subsidiaries, to the extent a pledge thereof cannot be made without the consent of any other party thereto (other than a Credit Party) under the relevant organizational documents (or comparable documents), any stockholder agreement or comparable joint venture agreement or any similar legally binding arrangements, (v) any property or assets, or any right, title or interest therein or proceeds thereof, the pledging, assigning, granting or transfer of which would cause a person (including any Security Agent or any Lender) to be in violation of any economic, financial or trade sanctions administered by or enforced by the United States, the European Union and its member states, the United Kingdom, Japan or the United Nations Security Council, (vi) all owned or hereafter acquired assets and property of Credit Parties organized in India, Thailand or Turkey and (vii) Excluded Accounts; provided that with respect to clauses (ii) and (iv) above, such property shall be Excluded Property only to the extent and for so long as such prohibition under the relevant contract, lease, license, agreement, instrument or indenture (each, an “Excluded Contract”) is in effect; provided, further, that proceeds and products from any and all of the foregoing that would constitute Excluded Property shall also not be considered Collateral and proceeds and products from any and all of the of the foregoing that do not constitute Excluded Property shall be considered Collateral.

“First Currency” has the meaning as defined in Section 8.5(b).

“Foreign Grantor” means, any Grantor which is not into incorporated or organized in the United States, or any state thereof.

“Foreign Subsidiary” means each Subsidiary of the Borrower that is not organized in the United States.

“French Guaranty Limitations” means the limitation set out in section 3.25 of the Guaranty.

“General Intangibles” means all “general intangibles” as such term is defined in Article 9 of the UCC and, in any event, including with respect to any Grantor, all contracts, agreements, instruments and indentures in any form, and portions thereof, to which such Grantor is a party or under which such Grantor has any right, title or interest or to which such Grantor or any property of such Grantor is subject, as the same may from time to time be amended, supplemented or otherwise modified, including (a) all rights of such Grantor to receive moneys due and to become due to it thereunder or in connection therewith, (b) all rights of such Grantor to receive proceeds of any insurance, indemnity, warranty or guarantee with respect thereto, (c) all claims of such Grantor for damages arising out of any breach of or default thereunder

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and (d) all rights of such Grantor to terminate, amend, supplement, modify or exercise rights or options thereunder.

“Grantors” has the meaning provided in the preamble to this Security Agreement.

“Guaranty” means that certain First-Out Super-Senior Secured Superpriority Debtor-In-Possession Guaranty, dated as of the date hereof (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time), among Holdings, the other Guarantors (as defined therein) from time to time party thereto and GLAS USA LLC, as agent.

“Intellectual Property” means all intellectual property, including all intellectual property rights in (i) (a) Patents, inventions, processes, developments, technology and know-how; (b) Copyrights, including copyrights in graphics, advertising materials, labels, package designs and photographs; (c) Trademarks; (d) trade secrets, designs, rights in Software and databases; and (e) all other intellectual property rights, and (ii) all rights, priorities and privileges related thereto.

“Investment Property” means all Securities (whether certificated or uncertificated), Security Entitlements and Commodity Contracts of any Grantor (other than Capital Stock and Stock Equivalents, in each case to the extent granting of security interest is not required pursuant to the proviso in Section 2(a)).

“Italian Civil Code” means the Italian Civil Code (*“codice civile”*), enacted by Italian Royal Decree No. 262 of 16 March 1942, as subsequently amended and/or supplemented.

“Italian Crisis and Insolvency Code” the Italian Legislative Decree No. 14 of 12 January 2019, as amended and supplemented from time to time.

“Italian Guarantee Limitations” has the meaning specified in Section 3.32 of the Guaranty.

“Legal Reservations” means (a) the principle that equitable remedies are remedies which may be granted or refused at the discretion of the court, the principle of reasonableness and fairness, the limitation of enforcement by laws relating to bankruptcy, insolvency, liquidation, reorganization, court schemes, moratoria, administration and other laws generally affecting the rights of creditors and secured creditors. and similar principles or limitations under the laws of any applicable jurisdiction, (b) the application of the relevant bankruptcy laws general principles of equity (where such concept is recognized in relevant local law), (c) the time barring of claims under applicable limitation laws (including the Limitation Act 1980 and the Foreign Limitation Periods Act 1984), (d) the principle that in certain circumstances security interests granted by way of fixed charge may be recharacterized as a floating charge or that security interests purported to be constituted as an assignment may be recharacterized as a charge, (e) the principle that additional or default interest imposed pursuant to any relevant agreement may be held to be unenforceable on the grounds that it is a penalty and thus void, (f) the principle that a court may not give effect to an indemnity for legal costs incurred by an unsuccessful litigant, (g) the principle that the creation or purported creation of collateral or security interests over (i) any asset not beneficially owned by the relevant charging company at the date of the relevant security document or (ii) any claim, other right, contract or agreement which is subject to a prohibition on transfer, assignment or charging, may be void, ineffective or invalid and may give rise to a breach of the contract or agreement over which security interests have purportedly been created, (h) the possibility that a court may strike out a provision of a contract for rescission or oppression, undue influence or similar reason, (i) the principle that a court may not give effect to any parallel debt provisions, covenants to pay the Agent or other similar provisions, (j) the principle that certain remedies in relation to regulated entities may require further approval from government or regulatory bodies or pursuant to agreement with such bodies, (k) the principles of private and procedural

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laws of the relevant jurisdiction which affect the enforcement of a foreign court judgment, (l) the accessory nature of security in any applicable jurisdiction, (m) the principle that in certain circumstances pre-existing security purporting to secure any additional indebtedness, further advances or other financial accommodation following an amendment may be void, ineffective, invalid or unenforceable, and (n) similar principles, rights and defenses under the laws of any relevant jurisdiction.

“Liens” any mortgage, pledge, hypothecation, collateral assignment, security deposit arrangement, encumbrance, lien (statutory or other), charge or other security interest of any kind or nature whatsoever (including, without limitation, any conditional sale or other title retention agreement and any capital lease having substantially the same economic effect as any of the foregoing).

“Loan” means the Loans (as defined in the Credit Agreement), as applicable.

“Loan Document” has the meaning provided in the Credit Agreement.

“Local Law Requirements” means the applicable requirements for the granting and perfection of Liens in the jurisdictions of the Local Law Security Documents.

“Material Adverse Effect” a material adverse effect on (i) the business, operations, performance, properties or liabilities of the Credit Parties and their respective subsidiaries, taken as a whole, (ii) the ability of the Grantors to perform their respective obligations under the Credit Documents or (iii) the ability of the Agent and the Lenders to enforce the Credit Documents.

“Obligations” means the Obligations (as defined in the Credit Agreement).

“Original Grantors” has the meaning provided in the preamble to this Security Agreement.

“Party” means a party to this Security Agreement.

“Patents” means (a) all patents, all issuances and recordings thereof, and all applications for patent, including issuances, recordings and pending applications in the United States Patent and Trademark Office, and (b) all reissues, reexaminations, continuations, divisions, continuations-in-part, or extensions thereof, and the inventions, discoveries or designs disclosed or claimed therein.

“Permitted Disposal” means any Disposition permitted pursuant to the Credit Agreement.

“Person” an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, governmental authority or other entity of whatever nature.

“Polish Civil Code” means the Polish Civil Code dated 23 April 1964, as amended.

“Polish Grantor” means a Grantor incorporated in Poland.

“Polish Guaranty Limitations” means the limitations set out in Section 2.17 of the Guaranty.

“Proceeds” means all “proceeds” as such term is defined in Article 9 of the UCC and, in any event, shall include with respect to any Grantor, any consideration received from the sale, exchange, license, lease or other disposition of any asset or property that constitutes Collateral, any value received as a consequence of the possession of any Collateral and any payment received from any insurer or other

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Person or entity as a result of the destruction, loss, theft, infringement, damage or other involuntary conversion of whatever nature of any asset or property that constitutes Collateral, and shall include (a) all cash and negotiable instruments received by or held on behalf of the Security Agent, (b) any claim of any Grantor against any third party (and the right to sue and recover and the rights to damages or profits) and (c) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

“Required Lenders” means the Required Lenders (as defined in the Credit Agreement).

“Second Currency” has the meaning as defined in Section 8.5(b).

“Security Agent” has the meaning provided in the preamble to this Security Agreement.

“Security Agreement” means this Security Agreement, as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms hereof.

“Security Documents” means each of:

- (i) this Security Agreement; and
- (ii) any other documents to be submitted to a Secured Party or the Security Agent by any Grantor under this Security Agreement.

“Security Interest” has the meaning provided in Section 2.

“Secured Parties” means the Agent and the Lenders.

“Senior Credit Agreement” has the meaning provided in the preamble to this Security Agreement.

“Specified Deposit Account” means (i) any Deposit Account held at a Lender designated to be a Specified Deposit Account in Schedule 3 (as such schedule is supplemented or amended from time to time in accordance with the terms hereof), (ii) any extensions or renewals of any such Deposit Account (if the account is one which may be extended or renewed), and any successor or substitute account and (iii) any Specified Deposit Account (as defined in the Deposit Account Security Agreement) pledged under the Deposit Account Security Agreement.

“Specified Deposit Account Update Date” has the meaning provided in Section 4.6(d)(i) hereto.

“Stock Equivalent” means all securities convertible into or exchangeable for Capital Stock and all warrants, options, or other rights to purchase or subscribe for any Capital Stock, whether or not presently convertible, exchangeable, or exercisable.

“Subsidiary” as to any Person, a corporation, partnership, limited liability company or other entity of which shares of stock or other ownership interests having ordinary voting power (other than stock or such other ownership interests having such power only by reason of the happening of a contingency) to elect a majority of the board of directors or other managers of such corporation, partnership or other entity are at the time owned by such Person. Unless otherwise specified, all references herein to a “Subsidiary” or to “Subsidiaries” shall refer to a Subsidiary or Subsidiaries of Holdings.



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“Sum” has the meaning as defined in Section 8.5(b).

“Supplement” means a supplement to Schedule 3 hereto, substantially in the form of Annex A hereto.

“Swap Obligation” means, with respect to any Grantor, any obligation to pay or perform under any agreement, contract, or transaction that constitutes a “swap” within the meaning of Section 1(a)(47) of the Commodity Exchange Act.

“Termination Date” has the meaning provided in Section 6.3(a).

“Trademarks” means (i) all trademarks, service marks, trade names, brand names, domain names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source or business identifiers and designs, now existing or hereafter adopted or acquired, all registrations and recordings thereof (if any), and all registration and applications filed in connection therewith, including registrations and applications in the United States Patent and Trademark Office or any similar offices in any State of the United States, and all extensions or renewals thereof and (ii) all goodwill associated therewith or symbolized thereby.

“UCC” means the Uniform Commercial Code as from time to time in effect in the State of New York; provided, however, that in the event that, by reason of any provisions of law, any of the attachment, perfection or priority of the Security Interests in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, the term “UCC” means the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such attachment, perfection or priority and for purposes of definitions related to such provisions.

“Vehicles” means all cars, trucks, trailers, and other vehicles covered by a certificate of title law of any state and all tires and other appurtenances to any of the foregoing.

## 1.2 Incorporation of Terms of Construction.

(a) For the purposes of this Security Agreement and unless a contrary indication appears:

(i) the “**Security Agent**”, the “**Agent**”, any “**Secured Party**”, any “**Lender**”, any “**Credit Party**”, any “**Party**” or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees and, in the case of the Agent, any person for the time being appointed as an agent or trustee in accordance with the Credit Documents;

(ii) a provision of law (or a statute or statutory instrument or any provision thereof) is a reference to that provision (or that statute or statutory instrument or such provision thereof) as amended or re-enacted from time to time;

(iii) any agreement (including, without limitation, any of the Credit Documents) is to be construed as a reference to that agreement as it may from time to time be amended;

(iv) the terms “**herein**”, “**hereof**”, “**hereto**”, “**hereunder**” and similar terms refer to this Security Agreement and not to any particular Section or sub-section of this Security Agreement;

(v) the terms “**include**” and “**including**” shall be interpreted as if followed by the words “without limitation”;



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(vi) the singular includes the plural (and vice versa); and

(vii) a Section, Sub-section or Schedule is a reference to the section, sub-section, or a schedule to this Security Agreement.

(b) Any references in this Security Agreement to a Credit Document or any other agreement or instrument, is a reference to that document or other agreement or instrument as amended, novated, supplemented, extended, restated or replaced (however fundamentally and whether or not more onerously) from time to time and includes any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under that document or other agreement or instrument.

(c) The index to this Security Agreement and Section, Clause and Schedule headings are for ease of reference only and are to be ignored in construing this Security Agreement.

(d) This Security Agreement is one of the Credit Documents.

(e) Italian terms: in this Security Agreement, a reference to (and in the case of paragraph i or ii below, solely in relation to any Holding, Borrower or Subsidiary incorporated in Italy or the obligations of any Holding, Borrower or Subsidiary incorporated in Italy):

- i. a winding-up, administration or dissolution includes any *scioglimento*, *liquidazione* and any other proceedings or legal concepts similar to the foregoing;
- ii. a receiver, administrator or the like includes a *curatore*, *commissario giudiziale*, *commissario straordinario*, *liquidatore* and any other person performing the same function of each of the foregoing;
- iii. “insolvency” shall be construed in accordance with article 2, para. 1, lett. (b) of the Italian Crisis and Insolvency Code;
- iv. an insolvency proceeding includes any *procedura concorsuale* and, without limitation, any *strumenti di regolazione della crisi e dell’insolvenza* as defined under art. 2, para. 1, lett. m-bis, of the Italian Crisis and Insolvency Code, including (also by way of agreement between the parties) (a) the *liquidazione giudiziale* (including the *concordato nella liquidazione giudiziale*) and the *liquidazione coatta amministrativa* under Title III, V, VI e VII of the Italian Crisis and Insolvency Code; (b) the *amministrazione straordinaria delle grandi imprese in stato di insolvenza* pursuant to Legislative Decree n. 270/1999 and the *amministrazione straordinaria* pursuant to Law n. 39/2004 (including the *concordato* under such procedures); (c) the *strumenti di regolazione della crisi* pursuant to Title IV of the Italian Crisis and Insolvency Code; (d) the *composizione negoziata della crisi* and the *concordato semplificato per la liquidazione del patrimonio* under Title II of the Italian Crisis and Insolvency Code, or any other similar proceedings in any jurisdiction or the equivalent provision of the Italian Crisis and Insolvency Code and any other equivalent applicable law provisions under any relevant jurisdiction, including the procedures under Regulation (CE) n. 848/2015 of the European Parliament and the Counsel dated 20 May 2015, and the Directive 2019/1023 (so called *direttiva* insolvency), all as amended and integrated;
- v. a step or procedure taken in connection with insolvency proceedings or appointment of a receiver or administrator in respect of any person includes such person formally making a proposal to assign its assets pursuant to article 1977 of the Italian Civil Code

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(*cessione dei beni ai creditori*) or filing a petition for a *concordato preventivo*, *accordo di ristrutturazione dei debiti* or entering into a similar arrangement for the majority of such person's creditors;

- vi. a lease includes a *contratto di locazione*;
- vii. a matured obligation includes any *credito liquido ed esigibile*; and
- viii. lien and/or security includes any *pegno*, *ipoteca*, *privilegio speciale* (including the *privilegio speciale* created pursuant to Article 46 of the Legislative Decree No. 385 of 1 September 1993), *pegno non possessorio* pursuant to Law Decree 3 May 2016, no. 59, *cessione del credito in garanzia* and any other *diritto reale di garanzia* or other transactions having the same effect as each of the foregoing.

2. Grant of Security Interest; Perfection.

(a) Grant of Security Interest. Subject to the DIP Orders, the French Guaranty Limitations, and Section 8.17 below, each Grantor (other than the Polish Grantors) hereby grants to the Security Agent, in each case, for the benefit of the Secured Parties, a Lien on and continuing security interest in (individually or collectively, the "Security Interest"), all of its right, title and interest in, to and under all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations:

- (i) all Accounts;
- (ii) all Chattel Paper;
- (iii) all cash and Deposit Accounts and all other demand, deposit, time, savings cash management, passbook and similar accounts maintained by such Grantor with any Person and all monies, securities, Instruments and other investments deposited or required to be deposited in any of the foregoing;
- (iv) all Commercial Tort Claims as described on Schedule 3 as updated from time to time;
- (v) all Documents;
- (vi) all Equipment, Fixtures and Goods;
- (vii) all General Intangibles;
- (viii) all Instruments;
- (ix) all Intellectual Property;
- (x) all Inventory;
- (xi) all Investment Property;
- (xii) all Letter-of-Credit Rights and other all Supporting Obligations;

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(xiii) all books and records pertaining to the Collateral; and

(xiv) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing;

provided that the Collateral (or any defined term used in the definition thereof) for any Obligations shall not include, and the Security Interest is not granted in, any Excluded Property and shall not include any assets and rights subject to security interest established or to be established in favor of the Security Agent governed by Polish law.

With respect to any Security Interest granted by a Romanian Grantor, in the event that a competent court or arbitral tribunal, as the case may be determines that Romanian law applies to the matters specified below, notwithstanding the Parties' intention to apply THE LAW OF THE STATE OF NEW YORK or to the extent to which Romanian law would be applicable in any respects as a matter of prevailing public policy, the following provisions shall apply:

(i) for the purpose of paragraph (1) of article 2372 of the Romanian Civil Code (entered into force on 1 October 2011, initially approved by the Romanian Law no. 287/2009 and then republished on 15 July 2011, as amended from time to time), subject to corporate benefit rules, the amount secured under the Romanian Security Interest is the amount of the Obligations. This includes, without limitation and in addition to any elements already covered under this term, all principal and interest, fees, costs, and expenses arising from or in connection with the Credit Documents, as well as all enforcement costs.

(ii) For the purpose of paragraph (2) of article 2372 of the Romanian Civil Code (entered into force on 1 October 2011, initially approved by the Romanian Law no. 287/2009 and then republished on 15 July 2011, as amended from time to time), the cause of the Obligations is the Credit Documents.

(b) The Security Interest provided for in this Security Agreement has been granted pursuant to the DIP Orders. This Security Agreement is in furtherance of the DIP Orders without in any way diminishing or limiting the effect of the DIP Orders or any Lien claim or Security Interest granted thereunder.

(c) Perfection. Subject to the DIP Orders, each Grantor hereby irrevocably and unconditionally authorizes the Security Agent (acting at the direction of the Agent (who in turn shall act on the direction of the Required Lenders)) and its Affiliates, counsel and other representatives, at any time and from time to time at such Grantor's own cost and expense, subject to any limitations provided in applicable laws of a jurisdiction other than the United States or any state thereof or in any Local Law Security Documents, including the Local Law Requirements, to file or record financing statements, amendments to financing statements and, with notice to the applicable Grantors, other filing or recording documents or instruments, in each case, with respect to the Collateral in such form and in such offices as the Security Agent (acting at the direction of the Agent (who in turn shall act on the direction of the Required Lenders)) reasonably determines appropriate to perfect the Security Interests of the Secured Parties under this Security Agreement, and such financing statements and amendments may describe the Collateral covered thereby as "all assets", "all assets now owned or hereafter acquired" or words of similar effect; provided, that in case such Grantor owns any real property, with respect to fixtures, the Security Agent may file or record additional financing statements in the jurisdiction of the location of the fixtures.

Each Grantor hereby also authorizes the Security Agent (acting at the direction of the Agent (who in turn shall act on the direction of the Required Lenders)) and its Affiliates, counsel and other

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representatives, at any time and from time to time at such Grantor's own cost and expense, to file continuation statements with respect to previously filed financing statements.

Subject to the limitations contained herein and in the DIP Orders and the Credit Agreement, as applicable, each Grantor hereby agrees to provide to the Security Agent, promptly upon request, any information reasonably necessary to effectuate the filings or recordings authorized by this Section 2(c).

The Security Interests are granted as security only and shall not subject the Security Agent or any Secured Party to, or in any way alter or modify, any obligation or liability of any Grantor with respect to or arising out of the Collateral, unless the Security Agent has expressly assumed such obligations or liabilities and released the Grantors from such obligations and liabilities.

Notwithstanding the above or anything herein to the contrary contained in this Agreement or any other Loan Document, the Grantors and their Affiliates shall not be required, nor shall the Security Agent be authorized (or reimbursed if it elects), and no representation, warranty, or covenant in this Agreement or any Loan Document shall be considered to be breached by any failure, (i) to perfect any Lien or Security Interest by any other means other than by (A) filings pursuant to the Uniform Commercial Code in the office of the secretary of state (or equivalent filing office of any relevant state), or (B) intellectual property security interest filings in the United States Patent and Trademark Office or United States Copyright Office as expressly required herein and under the other Loan Documents, or (ii) to enter into any source code escrow arrangement (or be obligated to register or apply to register any Intellectual Property).

(d) Grant of Security Interest (Polish Grantor). Subject to the DIP Orders, the Polish Guaranty Limitations, and Section 8.17 below, each Polish Grantor hereby grants to the Security Agent, in each case, for the benefit of the Secured Parties, a Lien on and continuing security interest in (individually or collectively, the "Security Interest"), all of its right, title and interest in, to and under all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, in each case to the extent such right, title and interest is located in the United States or is governed by the laws of the United States (collectively, the "Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations:

- (i) all Accounts;
- (ii) all Chattel Paper;
- (iii) all cash and Deposit Accounts and all other demand, deposit, time, savings cash management, passbook and similar accounts maintained by such Grantor with any Person and all monies, securities, Instruments and other investments deposited or required to be deposited in any of the foregoing;
- (iv) all Commercial Tort Claims as described on Schedule 3 as updated from time to time;
- (v) all Documents;
- (vi) all Equipment, Fixtures and Goods;
- (vii) all General Intangibles;
- (viii) all Instruments;

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- (ix) all Intellectual Property;
- (x) all Inventory;
- (xi) all Investment Property;
- (xii) all Letter-of-Credit Rights and other all Supporting Obligations;
- (xiii) all books and records pertaining to the Collateral; and
- (xiv) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing;

provided that the Collateral (or any defined term used in the definition thereof) for any Obligations shall not include any Excluded Property and shall not include any assets, rights, title and interest subject to security interest established or to be established in favor of the Security Agent governed by Polish law.

(e) Intercreditor Relations. Notwithstanding anything herein to the contrary, it is the understanding of the parties that the Liens granted pursuant to this Section 2 and the DIP Orders shall, prior to the repayment in full in cash of the Obligations, be senior in priority to the Liens granted to the Junior DIP Agents (as defined in the Credit Agreement) and the Liens granted to the Prepetition Agents (as defined in the Credit Agreement) and the holders of the applicable obligations under the Junior DIP Loan Documents or the Prepetition Credit Agreements to secure such Obligations pursuant to the applicable Credit Documents. Each Grantor and the Security Agent acknowledges and agrees that the relative priority of the Liens granted to the Security Agent, the Junior DIP Agent and the Prepetition Agents shall be determined solely pursuant to any applicable Intercreditor Agreement (as defined in the Credit Agreement), and not by priority as a matter of law or otherwise. Notwithstanding anything herein to the contrary, the Liens and security interest granted to the Security Agent pursuant to this Agreement and the exercise of any right or remedy by the Security Agent hereunder are subject to the provisions of each applicable Intercreditor Agreement. In the event of any conflict between the terms of any Intercreditor Agreement or the DIP Orders and this Agreement, the terms of such Intercreditor Agreement or DIP Orders shall govern and control as among (i) the Security Agent, the Junior DIP Agents and any Prepetition Agents. In the event of any such conflict, each Grantor may act (or omit to act) in accordance with such Intercreditor Agreement or DIP Order, and shall not be in breach, violation or default of its obligations hereunder by reason of doing so.

3. Representations and Warranties. Except as otherwise disclosed in the Credit Agreement, in each case, as applicable (and provided that in the case of Foreign Grantors, each representation and warranty shall be subject to the Legal Reservations and Local Law Requirements):

3.1 Corporate Representations. Each Grantor hereby represents and warrants to the Security Agent and each Secured Party on the date hereof that:

(a) Incorporation and Existence. Such Grantor is an entity lawfully formed and validly existing under the laws of its jurisdiction of formation;

(b) Corporate Power; Corporate Action. Subject to the DIP Orders, such Grantor has the full legal capacity and power to enter into this Security Agreement and to exercise its rights and perform its obligations hereunder, and it has taken all necessary corporate actions required by law and its

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constitutional documents or any other internal rules to authorize its entry into this Security Agreement and the exercise of its rights and performance of its obligations hereunder;

(c) Legality. The execution and delivery of this Security Agreement and the performance of obligations by such Grantor hereunder do not conflict with (i) its constitutional documents and any law binding on it or its assets, or (ii) any contract, deed or agreement binding on it; provided that this clause (ii) shall be limited to where it has or is reasonably expected to have a Material Adverse Effect;

(d) Enforceability. This Security Agreement is effective to create in favor of the Security Agent, for the benefit of each Secured Party, legal, valid and enforceable Security Interests in the Collateral (with respect to Collateral consisting of Capital Stock of Foreign Subsidiaries, Stock Equivalents issued by Foreign Subsidiaries and indebtedness of Foreign Subsidiaries, to the extent the enforceability of such security interest is governed by the UCC), subject to Legal Reservations and the Local Law Requirements; provided, however, that, with respect to any Collateral located in Argentina and Brazil or owned by an Argentine Loan Party or a Brazilian Loan Party, separate, asset-specific security documents shall be executed in respect of any Security Interest;

(e) Solvency. (i) Such Grantor is not insolvent nor is suspending its payments (except any Grantor which filed for Chapter 11 Cases and solely by reference to that fact), and such Grantor will not, and would not be expected to, become insolvent or suspend its payments by its execution and delivery of this Security Agreement and its performance of obligations hereunder, and (ii) the value of such Grantor's assets is not less than that of its liabilities (except any Grantor which filed for Chapter 11 Cases and solely by reference to that fact), and the value of such Grantor's assets will not, and would not be expected to, be less than the value of its liabilities by its execution and delivery of this Security Agreement and its performance of obligations hereunder;

(f) No Legal Proceedings. There are no actions, suits or proceedings pending or, to the best knowledge of such Grantor, threatened in writing against such Grantor that would be expected to result in a Material Adverse Effect;

(g) No Filing for Insolvency Proceedings. No filing for liquidation, administration or other insolvency proceedings by or against any Grantor (other than the Polish Grantors) has been made;

(h) Information. All information provided by or on behalf of such Grantor to the Security Agent or the Secured Parties in connection with this Security Agreement was true and accurate in all material respects to the best knowledge of such Grantor (having made all appropriate and careful research) as of the date of delivery of such information; and

(i) No Filing for Insolvency Proceedings for Polish Grantor. In relation to each Polish Grantor:

(i) it has not entered into an agreement with a licensed adviser (i.e. a supervisor of an arrangement) in respect of the supervision of proceedings for the approval of that arrangement (*zawrze z nadzorcą układu umowę o sprawowanie nadzoru nad przebiegiem postępowania o zatwierdzenie układu*);

(ii) it has not started to independently collect votes in respect of an arrangement's proposals (*rozpocznie samodzielne zbieranie głosów*), for instance it has not delivered a ballot paper (*karta do głosowania*) to any of its creditors;



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(iii) it has not filed an application to initiate restructuring proceedings (*postępowanie restrukturyzacyjne*), including an application for the approval of an arrangement (*wniosek o zatwierdzenie układu*);

(iv) it has not filed an application for bankruptcy (*wniosek o ogłoszenie upadłości*);

(v) neither it nor any of its personal creditors submitted an application for bankruptcy (*wniosek o ogłoszenie upadłości*) in relation to that Polish Grantor or

(vi) neither it nor any of its personal creditors submitted an application for the opening of the remedial proceedings (*wniosek o otwarcie postępowania sanacyjnego*) in relation to the Polish Grantor.

3.2 Schedules. Each Grantor hereby represents and warrants to the Security Agent and each Secured Party on the date hereof that:

(a) Schedules. As of the date hereof, Schedule 2(a) sets forth, with respect to such Grantor, (i) its exact legal name, as such name appears in its certificate of incorporation or any other official filing in its jurisdiction of incorporation, formation or organization, (ii) its chief executive office, (iii) its type of organization (i.e., corporation, limited partnership, etc.), and (iv) its jurisdiction of incorporation or organization. Set forth in Schedule 2(b) hereto is a list of (w) any other corporate or organizational legal names such Grantor has had in the last five (5) years, together with the date of the relevant change, (x) all other names used by each Grantor on any filings with any governmental authority, (y) any other business or organization to which such Grantor became the successor by merger, consolidation or acquisition, and in each case to the extent such merger, consolidation or acquisition exceeded \$10,000,000, and any changes in the form, nature or jurisdiction of organization or otherwise, and (z) all other names used by such Grantor on any filings with the U.S. Internal Revenue Service, in the case of each of clauses (w) through (z) above, at any time in the past five (5) years;

(b) Collateral Requiring Control to Perfect; Real Estate; Commercial Tort Claims. As of the date hereof, Schedule 3 is a description of all Securities Accounts, Specified Deposit Accounts, Chattel Paper, Letter-of-Credit Rights, Certificated Securities, Instruments, real estate owned in fee with a fair market value in excess of \$5,000,000 (or foreign currency equivalent) and Commercial Tort Claims of such Grantor; and

(c) Certificated Securities. The Certificated Securities set forth on Schedule 3 pledged by such Grantor hereunder (i) have been duly authorized and validly issued, (ii) are not subject to preemptive rights of any Person, (iii) in the case of Certificated Securities issued by a corporation, are fully paid and non-assessable, and (iv) represent all of the Certificated Securities such Grantor holds in the respective issuer, in each case, to the extent such concepts are applicable in the jurisdiction of organization of the respective issuer.

3.3 Security Interests. Each Grantor (provided that paragraph (b) hereof shall only apply to Domestic Grantors) hereby represents and warrants to the Security Agent and each Secured Party that on the date hereof:

(a) Title; No Other Liens. Except for (i) the Security Interests granted to the Security Agent (for the benefit of the Secured Parties) pursuant to this Security Agreement and (ii) the Liens permitted by the Credit Documents, such Grantor solely owns, or has the right to use, each item of the Collateral free and clear of any and all Liens. As of the date hereof, to the best knowledge of such Grantor, no security agreement, financing statement or other public notice with respect to all or any part of the

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Collateral that evidences a Lien securing any indebtedness is on file or of record in any public office, except (1) such as may be filed in favor of the Security Agent (for the benefit of the Secured Parties) pursuant to this Security Agreement, or (2) such as are permitted by the Credit Documents. Such Grantor has not consented to, and has no knowledge of, any Person having Control over, or any interest in, any Deposit Account or any Collateral deposited or carried therein or credited thereto, as applicable.

(b) Perfected Liens. Subject to the Legal Reservations, the Security Interests granted pursuant to this Security Agreement (i) will, subject to execution of Italian law Security Documents and French Law Security Documents (in form and substance satisfactory to the Security Agent) with respect to any Collateral located in Italy and/or France, respectively and subject to the applicable Italian Guarantee Limitations and/or French Guaranty Limitations and/or Polish Guaranty Limitations, as applicable, constitute legal, valid, enforceable and perfected Security Interests in the Collateral in favor of the Security Agent (for the benefit of the Secured Parties), as collateral security for the Obligations, upon entry of the Interim DIP Order and (ii) are prior to all other Liens on the Collateral other than Liens permitted under the Credit Documents, in each case, subject to (x) any limitations provided in applicable laws of a jurisdiction other than the United States or any state thereof or in any Local Law Security Documents, including the Local Law Requirements, and (y) to recognition, to the extent applicable, by local courts and enforcement of any judgment (including the Interim DIP Order) obtained outside the Republic of Italy in accordance with, and subject to, the provisions of Title IV (*Efficacia di sentenze ed atti stranieri*) of Law No. 218 of 31 May 1995 (*Riforma del Sistema italiano di diritto internazionale privato*); provided, however, that, with respect to any Collateral located in Argentina or owned by an Argentine Loan Party, separate, asset-specific security documents shall be executed in respect of any Security Interest.

(c) Notwithstanding anything to the contrary herein (but subject to the provisions of Section 6 hereof), and subject to any limitations provided in applicable laws of a jurisdiction other than the United States or any state thereof or in any Local Law Security Documents, including the Local Law Requirements, no Grantor shall be required to perfect the Security Interests granted by this Security Agreement (and the Secured Parties and its representatives shall not take any action to perfect such Security Interests) by any means other than (i) filings pursuant to the UCC of the relevant State(s), (ii) with respect to Specified Deposit Accounts, changing the names of such Deposit Accounts to indicate that the Security Agent has a security interest in such Deposit Accounts or entering into customary account control agreements or equivalent arrangement with the relevant account bank with respect to such Deposit Accounts, in each case in accordance with Section 4.6 or, (iii) delivery to the Security Agent (or the New York branch of its bailee or subagent) (on behalf of all Secured Parties) to be held in its possession of all Collateral consisting of Tangible Chattel Paper, Instruments or Certificated Securities, in each case, with a fair market value in excess of \$1,000,000 per issuer and properly endorsed for transfer in blank or accompanied by duly executed instruments of transfer or assignment in blank in a form reasonably satisfactory to the Security Agent, (but excluding the Excluded Property, if agreed by the Security Agent (acting at the direction of the Agent (who in turn shall act on the direction of the Required Lenders)), any controlled foreign corporation or Foreign Subsidiary of the Grantors), or (iv) setting forth in reasonable detail the basis for and nature of Commercial Tort Claims on Schedule 3 hereto.

(d) No Litigation. With respect to the creation, existence and ownership of the Collateral, there are no actions, suits or proceedings pending (including any claim to foreclose or seize on the Collateral by a third party) or, to the best knowledge of such Grantor, threatened in writing against such Grantor, in each case, that would be expected to result in a Material Adverse Effect.

3.4 Security Documents. Each Grantor hereby represents and warrants to the Security Agent and each Secured Party that the information contained in the applicable Security Document is true and accurate in all material respects on each date of delivery of such Security Document.

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3.5 Repeating Representations. Each Grantor hereby represents and warrants to the Security Agent and each Secured Party on each date of delivery of any Security Document that the representations and warranties set forth in Section 3.3 are true and correct.

3.6 Notification of Breach. Each Grantor shall promptly inform the Security Agent in writing should any of the representations and warranties made in Section 3.1 through Section 3.5 above be inaccurate or incomplete in any respect as of the date made.

3.7 Indemnification of Breach. If any of the representations and warranties made in Section 3.1 through Section 3.5 above shall be inaccurate or incomplete, each Grantor shall (or shall cause the Borrower to) compensate for damages and expenses incurred by the Secured Parties or the Security Agent due to such misrepresentation and, in respect of each Secured Party, in accordance with the Credit Documents.

3.8 Ordinary Course of Business. It is understood and agreed that the Security Interests in cash and Investment Property created hereunder shall not prevent any Grantor from using such assets in the ordinary course of its business.

4. Covenants. Upon entry of and subject to the DIP Orders, each Grantor hereby covenants and agrees, subject to the Local Law Requirements, with the Security Agent and the Secured Parties that, from and after the date of this Security Agreement until the Termination Date:

4.1 Maintenance of Perfected Security Interests; Further Documentation.

(a) Except as otherwise permitted in the Credit Documents and at any time after the filing of a UCC financing statement naming a Grantor as “debtor”, each Grantor shall maintain each Security Interest created by this Security Agreement as a perfected Security Interest having the priority set forth in the applicable DIP Order and shall promptly inform the Security Agent in writing of, and (at any time on or after the occurrence of an Event of Default, following the instructions of the Security Agent (at the direction of the Agent (who in turn shall act on the direction of the Required Lenders))) shall use commercially reasonable efforts to defend such Security Interests against, any claims, demands, actions and proceedings of all Persons that relate to the Collateral (except to the extent that the Security Agent (at the direction of the Agent (who in turn shall act on the direction of the Required Lenders)) and the Borrower agree that the cost of such defense is excessive in relation to the benefit to the Secured Parties of the security interest and priority), in each case subject to Section 3.3(b) and to any limitations provided in applicable laws of a jurisdiction other than the United States or any state thereof or in any Local Law Security Documents, including the Local Law Requirements.

(b) Such Grantor will furnish to the Security Agent (on behalf of the Secured Parties):

(i) every year on the 26th day of April (or, if such date is not a Business Day, then the immediately following Business Day):

(1) any updates to Schedule 3 (in each case, other than Excluded Property unless the Security Agent (at the direction of the Agent) may reasonably request to include all or part of the Excluded Property); and

(ii) from time to time:

(1) statements and schedules in reasonable detail further identifying and describing the Collateral of such Grantor and such other reports, in each

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case that is necessary for credit decisions and management of the Collateral as the Security Agent (at the direction of the Agent) may reasonably request; and

- (2) other information in writing that is necessary for credit decisions and management of the Collateral as the Security Agent (at the direction of the Agent) may reasonably request.

(iii) Subject to Section 4.1(d) below and 4.1(a) above, each Grantor agrees that at any time and from time to time, at the expense of such Grantor, subject to any limitations provided in applicable laws of a jurisdiction other than the United States or any state thereof or in any Local Law Security Documents, including the Local Law Requirements, it will execute any and all further documents, financing statements, agreements and instruments, and take all such further actions (including the filing and recording of financing statements and other documents), which may be required under any applicable law, or which the Security Agent (at the direction of the Agent (who in turn shall act on the direction of the Required Lenders)) may reasonably request, in order (i) to grant, preserve, protect and perfect the validity and priority of the Security Interests created or intended to be granted hereby or (ii) to enable the Security Agent or any Secured Party to exercise and enforce its rights and remedies hereunder with respect to any Collateral, including the filing of any financing or continuation statements under the UCC in effect in any jurisdiction with respect to the Security Interests created hereby, all at the expense of the relevant Grantors. To the extent that the Secured Party or the Security Agent is required to take any further action, the relevant Grantors shall promptly indemnify such Secured Party and the Security Agent (as applicable) upon request for their reasonable costs and expenses in doing so.

(c) Notwithstanding anything in this Section 4.1 to the contrary, with respect to any assets acquired by such Grantor after the date hereof that are required by the Credit Documents to be subject to the Security Interests created hereby, the relevant Grantor after the acquisition thereof shall promptly take all actions required by the Credit Documents and this Section 4.1.

(d) Each Grantor shall promptly (but no later than the date designated by the Security Agent) deliver Certificated Securities, Tangible Chattel Paper and Instruments (in each case, excluding (1) if agreed by the Security Agent (acting at the direction of the Agent (who in turn shall act on the direction of the Required Lenders)), the Capital Stock of any controlled foreign corporation or Foreign Subsidiary of the Grantors and (2) any Excluded Property) to the Security Agent (on behalf of all Secured Parties) (or the New York branch of its bailee or subagent) duly endorsed for transfer in blank or accompanied by duly executed instruments of transfer or assignment in blank in a form reasonably satisfactory to the Security Agent, in each case if and when the fair market value of the asset exceeds \$1,000,000 per issuer.

(e) Except as would not reasonably be expected to have a Material Adverse Effect, with respect to each material item of its U.S. Intellectual Property registrations and applications included in the Collateral, each Grantor agrees, to the extent consistent with its reasonable business judgment, to take, at its expense, all commercially reasonable steps to (i) maintain any such registrations in full force and effect and (ii) pursue the registration of any such applications until registration issues, including, without limitation, the payment of required fees and taxes, the filing of responses to office actions issued by the United States Patent and Trademark Office and the United States Copyright Office, the filing of affidavits under Sections 8 and 15 of the U.S. Trademark Act, and the payment of maintenance fees. Except as would not reasonably be expected to have a Material Adverse Effect, each Grantor shall take all commercially reasonable steps which are consistent with its reasonable business judgment (or that of the Security Agent (at the direction of the Agent (who in turn shall act on the direction of the Required Lenders)) (solely during the occurrence and continuation of an Event of Default)), to preserve and protect each material item of its U.S. Intellectual Property included in the Collateral, including, without limitation,

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consistent with the foregoing standard, maintaining the quality of any and all products or services used or provided in connection with any of the U.S. material Trademarks, at least consistent with the quality of the products and services as of the date hereof, and taking all commercially reasonable steps to ensure that all licensed users of any of the material U.S. Trademarks use such consistent standards of quality.

4.2 Changes in Locations, Name, etc. Each Grantor will furnish to the Security Agent promptly (and in any event within thirty (30) days (or such longer period as the Security Agent may reasonably agree) after such change) a written notice of any change in its (i) legal name, (ii) jurisdiction of organization or, if not a registered organization, location for purposes of the UCC or, (iii) type of organization or corporate structure which would impair the perfection and priority of the Security Interests granted hereby. Each Grantor agrees promptly to provide the Security Agent with certified organizational documents reflecting any of the changes described in the first sentence of this Section 4.2 and take all other action reasonably necessary to maintain the perfection and priority of the Security Interests of the Secured Parties in the Collateral and, subject to Section 3.3(b), take all other action reasonably necessary to maintain the perfection and priority of the Security Interests of the Secured Parties in the Collateral.

4.3 Real Estate. Subject to the proviso in Section 2(a), with respect to any parcel of real estate located in the United States (together with the improvements thereto) owned by a Grantor in fee with a fair market value in excess \$5,000,000 or more per such parcel, such Grantor shall, no later than 90 days after acquiring such parcel (or such other period as agreed by the Security Agent (at the direction of the Agent, who in turn shall act on the direction of the Required Lenders)), execute such documentation as is necessary to provide a valid mortgage or deed of trust, as applicable, on such real property and improvements in favor of the Security Agent (on behalf of the Secured Parties and in form and substance reasonably satisfactory to the Security Agent (at the direction of the Agent (who in turn shall act on the direction of the Required Lenders))), take such further actions to perfect such mortgage or deed of trust, as applicable, as specified in such documentation, and deliver such further documents as is reasonable, customary and in form and substance reasonably satisfactory to the Security Agent in connection with such mortgage or deed of trust, as applicable.

4.4 Special Covenants with Respect to Accounts. Each Grantor shall maintain (i) records of Accounts that are accurate in all material respects and (ii) customary documentation relating thereto, in each case in a manner consistent with such Grantor's ordinary business practice.

4.5 Security Documents. If any certificates or documents evidencing the Collateral or other document to be delivered to the Security Agent (including to the New York branch of its bailee or subagent) in connection with this Security Agreement is lost, destroyed or damaged due to an accident, disaster or other unavoidable circumstances, or if any document representing the Collateral shall cease to be valid, the relevant Grantor shall pay for all reasonable costs, expenses, damages and losses incurred by the Security Agent and the Secured Parties (other than costs, expenses, damages and losses arising as a result of gross negligence or willful misconduct of the Security Agent or the Secured Parties) as a result and shall further cooperate in re-preparation of such documents upon the request by the Security Agent. Neither the Security Agent nor the Secured Parties shall be liable for any of the foregoing costs, expenses, damages and losses, except in respect of its own gross negligence or willful misconduct.

4.6 Special Covenants with Respect to Deposit Accounts.

(a) Each Grantor shall, with respect to each Specified Deposit Account listed on Schedule 3 hereto, comply with either (b) or (c) of this Section 4.6.

(b) (i) Each Grantor shall direct each relevant account bank at which such Grantor maintains a Specified Deposit Account listed on Schedule 3 hereto, (x) to add the phrase "subject to security



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interest of GLAS USA LLC as Security Agent (and successors/assigns)” to the name of such Specified Deposit Account or (y) to change the name of such Specified Deposit Account to such other name that indicates that the Security Agent has a security interest in such Specified Deposit Account, (using necessary abbreviations/initials to meet the character limit, if any) and complete the name change procedure as promptly as reasonably practicable after the date hereof. Each Grantor will provide written evidence to the Security Agent in a form reasonably satisfactory to the Security Agent of its compliance with the foregoing promptly after the Grantor receives confirmation from the relevant account bank.

(ii) None of the Grantors will change the name of any Specified Deposit Account which has changed its name in accordance with Section 4.6(b)(i) above without the prior written consent of the Security Agent (at the direction of the Agent (who in turn shall act on the direction of the Required Lenders)).

(c) (i) With respect to any Specified Deposit Accounts listed on Schedule 3 hereto which do not comply with Section 4.6(b) above, each Grantor shall, with respect to such Specified Deposit Accounts, enter into a customary account control agreement or equivalent arrangement with the relevant account bank and the Security Agent no later than 90 days after the date hereof (or such longer time as agreed by the Security Agent at the direction of the Agent (who in turn shall act on the direction of the Required Lenders)).

(ii) The Security Agent shall not give any instructions directing the disposition of funds from time to time credited to any Specified Deposit Account or withhold any withdrawal rights from Grantor with respect to funds from time to time credited to any such Specified Deposit Account unless an Event of Default has occurred and is continuing, and upon the cure or waiver of such Event of Default, the Security Agent shall (at the direction of the Agent (who in turn shall act on the direction of the Required Lenders)), deliver a notice rescinding such instructions and thereupon control of such Specified Deposit Account shall revert to the relevant Grantor. The relevant Grantor shall not grant or purport to grant Control of any Specified Deposit Account to any person other than the Security Agent.

(d) (i) If a Grantor shall open a new Deposit Account, (1) such Grantor shall provide notice of such Deposit Account to the Security Agent thirty (30) Business Days (or such longer period of time as agreed by the Security Agent (at the direction of the Agent (who in turn shall act on the direction of the Required Lenders))) of opening such Deposit Account; and (2) if requested by the Security Agent, (at the direction of the Agent (who in turn shall act on the direction of the Required Lenders)), then within ten (10) Business Days (or such longer period of time as agreed by the Security Agent (at the direction of the Agent (who in turn shall act on the direction of the Required Lenders))) after such request from the Security Agent (at the direction of the Agent (who in turn shall act on the direction of the Required Lenders)), (the “Specified Deposit Account Update Date”), (A) such Grantor shall cause such Deposit Account to become a Specified Deposit Account by delivering to the Security Agent a Supplement to Schedule 3 hereto to include such Specified Deposit Account (which supplement shall indicate whether such Grantor intends to change the name of the account or execute an account control agreement) and then (B) either (1) on or prior to the Specified Deposit Account Update Date, comply with Section 4.6(b) above and change the name of such Specified Deposit Account (x) to add the phrase “subject to security interest of GLAS USA LLC as Security Agent (and successors/assigns)” to the name of such Specified Deposit Account or (z) to change the name of such Specified Deposit Account to such other name that indicates that the Security Agent has a security interest in such Specified Deposit Account, (using necessary abbreviations/initials to meet the character limit, if any) and complete the name change procedure as promptly as practicably possible after the date hereof or (2) within 90 days after the Specified Deposit Account Update Date (or such longer period of time as agreed by the Security Agent (at the direction of the Agent (who in turn shall act on the direction of the Required Lenders))), comply with Section 4.6(c) above



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and enter into a customary account control agreement or equivalent arrangement with the relevant account bank with respect to such Specified Deposit Account.

(ii) Subject to any termination rights of the relevant account bank set forth in any account control agreement or equivalent arrangement, none of the Grantors shall, without the Security Agent's prior written consent (acting at the direction of the Agent (who in turn shall act on the direction of all Secured Parties)), close any Specified Deposit Account.

5. Remedial Provisions.

5.1 Certain Matters Relating to Accounts and Intellectual Property.

(a) Subject to the DIP Orders and at any time after the occurrence and during the continuance of an Event of Default and upon concurrent notice to the Borrower and any other relevant Grantor, the Security Agent (acting at the direction of the Agent (who in turn shall act on the direction of the Required Lenders)) shall have the right, but not the obligation, to make test verifications of the Accounts in any manner and through any medium that the Security Agent (acting at the direction of the Agent (who in turn shall act on the direction of the Required Lenders)) reasonably considers advisable, and each Grantor shall furnish all such assistance and information as the Security Agent (acting at the direction of the Agent (who in turn shall act on the direction of the Required Lenders)) may require in connection with such test verifications. The Security Agent shall have the absolute right to share any information it gains from such inspection or verification with any Secured Party.

(b) Subject to the DIP Orders and at any time after the occurrence and during the continuance of an Event of Default, the Security Agent is hereby authorized to establish and maintain as a blocked account under the sole dominion and control of and on terms and conditions reasonably satisfactory to the Security Agent, a restricted Account in the name of each Grantor designated as the "Collateral Account". No Grantor shall have any right to withdraw, transfer or, except as expressly set forth herein or in the Credit Documents, otherwise receive any funds deposited into the Collateral Account. All deposits of funds in the Collateral Account shall be made by wire transfer (or, if applicable, by intra-bank transfer from another account of such Grantor) of immediately available funds, in each case addressed in accordance with instructions of the Security Agent (at the direction of the Agent (who in turn shall act on the direction of the Required Lenders)). Cash held in the Collateral Account shall not be invested by each Grantor but instead shall be maintained as a cash deposit in the Collateral Account pending application thereof as elsewhere provided in this Security Agreement or in the Credit Documents. Subject to any rights of the Secured Parties and the Security Agent hereunder, any interest earned on deposits of cash in the Collateral Account shall be deposited directly in, and held in, the Collateral Account.

(c) Subject to the DIP Orders, the Security Agent hereby authorizes each Grantor to collect such Grantor's Accounts; provided that at any time after the occurrence and during the continuance of an Event of Default, such Grantor shall not make any withdrawals from any Accounts without the written consent of the Security Agent (acting at the direction of the Agent (who in turn shall act on the direction of the Required Lenders)). If required in writing by the Security Agent (at the direction of the Agent (who in turn shall act on the direction of the Required Lenders)) at any time after the occurrence and during the continuance of an Event of Default, any payments of Accounts, when collected by any Grantor, (i) shall be forthwith (and, in any event, within the later of two (2) Business Days deposited by such Grantor in the exact form received, duly endorsed by such Grantor to the Security Agent if required, in a Collateral Account maintained under the sole dominion and control of and on terms and conditions reasonably satisfactory to the Security Agent at the direction of the Agent (who in turn shall act on the direction of the Required Lenders)), subject to withdrawal by the Security Agent (at the direction of the Agent (who in turn shall act on the direction of the Required Lenders)), for the account of the Secured Parties only as provided

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in Section 5.5 and (ii) until so turned over, shall be held by such Grantor in trust for the Secured Parties, segregated from other funds of such Grantor. Each such deposit of proceeds of Accounts shall be accompanied by a report identifying in reasonable detail the nature and source of the payments included in the deposit. All proceeds of Accounts while held by the Security Agent in a Collateral Account (or by each Grantor in trust for the Secured Parties) shall continue to be held as collateral security for all the Obligations and shall not constitute payment thereof until applied as provided in Section 5.5.

(d) Subject to the DIP Orders and at the Security Agent's request (at the direction of the Agent (who in turn shall act on the direction of the Required Lenders)) at any time after the occurrence and during the continuance of an Event of Default, each Grantor shall deliver to the Security Agent (on behalf of the Secured Parties) all original (if available) and other documents evidencing, and relating to, the agreements and transactions which gave rise to the Accounts, including all original (if available) orders, invoices and shipping receipts.

(e) At the direction of the Security Agent (at the direction of the Agent (who in turn shall act on the direction of the Required Lenders)), solely upon the occurrence and during the continuance of an Event of Default and subject to the DIP Orders, each Grantor shall grant to the Security Agent (for the benefit of the Secured Parties), solely for the purpose of enabling the Security Agent (for the benefit of the Secured Parties) to exercise rights and remedies under this Section 5, and solely to the extent such grant would not constitute or result in the abandonment, termination, acceleration, invalidation of or rendering unenforceable of any right, title or interest therein or result in a breach of the terms of, or constitute a breach or default under such Intellectual Property, a non-exclusive, fully paid-up, royalty-free, worldwide license to use, license or sublicense (on a non-exclusive basis) any of the Intellectual Property included in the Collateral and now owned or hereafter acquired by such Grantor (subject to the rights of any person or entity under any pre-existing license or other agreement); provided, however, that nothing in this Section 5.1 shall require any Grantor to grant any license that is prohibited by any rule of law, statute or regulation or is prohibited by, or constitutes a breach of default under or results in the termination of or gives rise to any right of acceleration, modification or cancellation under any contract, license, agreement, instrument or other document evidencing, giving rise to a right to use or theretofore granted with respect to such property; provided, further, that such licenses to be granted hereunder with respect to Trademarks shall be subject to reasonable quality control standards applicable to each such Trademark as in effect as of the date such licenses hereunder are granted. Any license granted pursuant to this Section 5.1(e) shall be exercisable solely during the continuance of an Event of Default.

5.2 Special Covenants with Respect to Inventory. Each Grantor shall, subject to the DIP Orders:

(a) if any Inventory is in possession or control of any of such Grantor's agents or processors, upon the occurrence and continuation of an Event of Default, instruct such agent or processor to hold all such Inventory for the account of Security Agent and subject to the instructions of the Security Agent (acting at the direction of the Agent (who in turn shall act on the direction of the Required Lenders)); and

(b) upon the occurrence and continuance of an Event of Default and upon the instruction of the Security Agent (acting at the direction of the Agent (who in turn shall act on the direction of the Required Lenders)), if any Inventory is located on premises leased by such Grantor, use commercially reasonable efforts to deliver to the Security Agent a fully executed collateral access agreement in a form reasonably satisfactory to the Security Agent (acting at the direction of the Agent (who in turn shall act on the direction of the Required Lenders)).

5.3 Communications with Account Obligors; Grantors Remain Liable.

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(a) The Security Agent (at the direction of the Agent (who in turn shall act on the direction of the Required Lenders)) in its own name or in the name of others may (but is not obliged to) at any time after the occurrence and during the continuance of an Event of Default, after giving reasonable notice to the relevant Grantor of its intent to do so, communicate with obligors under the Accounts to verify with them to the Security Agent's satisfaction (acting at the direction of the Agent (who in turn shall act on the direction of the Required Lenders)) the existence, amount and terms of any Accounts. The Security Agent shall have the absolute right to share any information it gains from such inspection or verification with any Secured Party.

(b) Upon the written request of the Security Agent (at the direction of the Agent (who in turn shall act on the direction of the Required Lenders)) at any time after the occurrence and during the continuance of an Event of Default, each Grantor shall notify obligors on the Accounts that the Accounts have been assigned to the Security Agent (on behalf of the Secured Parties) and that payments in respect thereof shall be made directly to the Security Agent (on behalf of the Secured Parties) at the Collateral Account.

(c) Anything herein to the contrary notwithstanding, each Grantor shall remain liable under each of the Accounts to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with the terms of any agreement giving rise thereto. Unless the Security Agent has expressly in writing assumed the obligations and liabilities with respect thereto, and released the Grantors therefrom, none of the Security Agent or the Secured Parties shall have any obligation or liability under any Account (or any agreement giving rise thereto) by reason of or arising out of this Security Agreement or the receipt by the Security Agent or any Secured Party, as the case may be, of any payment relating thereto, nor shall the Security Agent or any Secured Party be obligated in any manner to perform any of the obligations of any Grantor under or pursuant to any Account (or any agreement giving rise thereto), to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party thereunder, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

5.4 Proceeds to be Turned Over to Security Agent. In addition to the rights of the Security Agent and the Secured Parties specified in this Security Agreement with respect to payments of Accounts, if an Event of Default shall occur and be continuing, no Grantor shall make any withdrawals from any Deposit Accounts without the written consent of the Security Agent (at the direction of the Agent (who in turn shall act on the direction of the Required Lenders)) and if the Security Agent (at the direction of the Agent (who in turn shall act on the direction of the Required Lenders)) so requires by notice in writing to the relevant Grantor, all Proceeds received by any Grantor consisting of cash, checks and other near cash items shall be held by such Grantor in trust for the Security Agent (on behalf of the Secured Parties), segregated from other funds of such Grantor, and shall, forthwith upon receipt by such Grantor, be turned over to the Security Agent (on behalf of the Secured Parties) in the exact form received by such Grantor (duly endorsed by such Grantor to the Security Agent (on behalf of the Secured Parties), if required). Each such turnover of Proceeds shall be accompanied by a report identifying in reasonable detail the nature and source of the payments included in the turnover. All Proceeds received by the Security Agent hereunder shall be held by the Security Agent in a Collateral Account maintained under its dominion and control and on terms and conditions reasonably satisfactory to the Security Agent (at the direction of the Agent (who in turn shall act on the direction of the Required Lenders)). All Proceeds while held by the Security Agent (on behalf of the Secured Parties) in a Collateral Account (or by such Grantor in trust for the Security Agent (on behalf of the Secured Parties)) shall continue to be held as collateral security for all the Obligations and shall not constitute payment thereof until applied as provided in Section 5.5.

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5.5 Application of Proceeds. The Security Agent may (at the direction of the Agent (who in turn shall act on the direction of the Required Lenders)), after applying to the payment of costs, expenses and disbursements (including any taxes payable thereto) incurred by the Security Agent in connection with any collection or sale of the Collateral, forward the Proceeds of any collection or sale of the Collateral as well as any Collateral consisting of cash (including the deposit in the Collateral Account) at any time after receipt to the Agent, who shall apply such Proceeds to the payment of Obligations in the order set forth in the Credit Documents and the DIP Orders.

5.6 Code and Other Remedies.

(a) If an Event of Default shall occur and be continuing, and upon concurrent notice to the Borrower and any applicable Grantor and subject to the DIP Orders, the Security Agent (acting on behalf of the Secured Parties and at the direction of the Agent (who in turn shall act on the direction of the Required Lenders)) may exercise in respect of the Collateral, in addition to all other rights and remedies provided for herein or otherwise available to it, and subject to any limitations provided in applicable laws of a jurisdiction other than the United States or any state thereof or in any Local Law Security Documents, including the Local Law Requirements, all the rights and remedies of a secured party upon default under the UCC or any other applicable law and also may (with notice to the relevant Grantor), sell the Collateral or any part thereof in one or more parcels at a public or private sale or sales, at any exchange, broker's board or office of the Security Agent or any Secured Party or elsewhere for cash or on credit or for future delivery, at such time or times and at such price or prices and upon such other terms as the Security Agent (at the direction of the Agent (who in turn shall act on the direction of the Required Lenders)) may deem commercially reasonable irrespective of the impact of any such sales on the market price of the Collateral. The Security Agent (at the direction of the Agent (who in turn shall act on the direction of the Required Lenders)) shall be authorized at any such sale of Collateral (if it deems it advisable to do so) to restrict the prospective bidders or purchasers of such Collateral to Persons who will represent and agree that they are purchasing the Collateral for their own account for investment and not with a view to the distribution or sale thereof, and, upon consummation of any such sale, the Security Agent (at the direction of the Agent (who in turn shall act on the direction of the Required Lenders)) shall have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Collateral so sold. Each purchaser at any such sale shall hold the property sold absolutely free from any claim or right on the part of any Grantor, and each Grantor hereby waives (to the extent permitted by law) all rights of redemption, stay and/or appraisal that it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted. Any Secured Party (acting through the Security Agent (at the direction of the Agent)) shall have the right upon any such public sale, and, to the extent permitted by law, upon any such private sale, to purchase the whole or any part of the Collateral so sold, and such Secured Party may pay the purchase price by crediting the amount thereof against the Obligations. Each Grantor agrees that, to the extent notice of sale shall be required by law, at least ten (10) days' notice to such Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. Neither the Security Agent nor the Secured Parties shall be obligated to make any sale of Collateral regardless of notice of sale having been given. The Security Agent (at the direction of the Agent (who in turn shall act on the direction of the Required Lenders)) may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. To the extent permitted by law, each Grantor hereby waives any claim against the Security Agent and any Secured Party arising by reason of the fact that the price at which any Collateral may have been sold at such a private sale was less than the price that might have been obtained at a public sale, even if the Security Agent accepts the first offer received and does not offer such Collateral to more than one offeree. Each Grantor further agrees, at the Security Agent's request (at the direction of the Agent (who in turn shall act on the direction of the Required Lenders)), to assemble the Collateral and make it available to the Security Agent, at places which the Security Agent (at the direction of the Agent (who in turn shall act on the direction of the Required Lenders)) shall reasonably select,



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whether at such Grantor's premises or elsewhere. The Security Agent shall (acting at the direction of the Agent (who in turn shall act on the direction of the Required Lenders)), after applying in payment of costs, expenses and disbursements incurred in connection with the realization of the Collateral and any tax payable in connection with the Collateral, apply the net proceeds of any action taken by it pursuant to this Section 5.6 to the Obligations in accordance with the provisions of Section 5.5.

(b) The Security Agent shall only enforce the Security Interests in accordance with the directions of the Agent (who in turn shall act on the direction of the Required Lenders). The enforcement in respect of the Security Interests shall be based on the Security Agent's decisions (at the direction of the Agent (who in turn shall act on the direction of the Required Lenders)) on whether to enforce in respect of the Security Interests, the timing, method and order of enforcement, and matters relating to the procedures necessary for enforcement.

5.7 Deficiency. Each Grantor shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay the Obligations and the reasonable and documented fees and disbursements of any attorneys employed by the Security Agent or any Secured Party to collect such deficiency.

5.8 Amendments, etc. with Respect to the Obligations; Waiver of Rights. Subject to the Legal Reservations, each Grantor shall remain obligated hereunder notwithstanding that, without any reservation of rights against any Grantor and without notice to or further assent by any Grantor, (a) any demand for payment of any of the Obligations made by the Security Agent or any other Secured Party may be rescinded by such party and any of the Obligations continued, (b) the Obligations, or the liability of any other party upon or for any part thereof, or any collateral security or guarantee therefor or right of offset with respect thereto, may, from time to time, in whole or in part, be renewed, extended, amended, modified, accelerated, compromised, waived, surrendered or released by the Security Agent (at the direction of the Agent (who in turn shall act on the direction of the Required Lenders)), or any other Secured Party, (c) the Credit Documents and any other documents executed and delivered in connection therewith may, in accordance with the Credit Documents, be amended, modified, supplemented or terminated, in whole or in part from time to time and (d) any collateral security, guarantee or right of offset at any time held by the Security Agent or any other Secured Party for the payment of any of the Obligations may be sold, exchanged, waived, surrendered or released. None of the Security Agent or the Secured Parties shall have any obligation to protect, secure, perfect or insure any Lien at any time held by it as security for the Obligations or for this Security Agreement or any property subject thereto. When making any demand hereunder against any Grantor, the Security Agent (at the direction of the Agent (who in turn shall act on the direction of the Required Lenders)), or any other Secured Party may, but shall be under no obligation to, make a similar demand on any Grantor or any other Person, and any failure by the Security Agent or any other Secured Party to make any such demand or to collect any payments from any Grantor or any other Person or any release of any Grantor or any other Person shall not relieve any Grantor in respect of which a demand or collection is not made or any Grantor not so released of its several obligations or liabilities hereunder, and shall not impair or affect the rights and remedies, express or implied, or as a matter of law, of the Security Agent or any other Secured Party against any Grantor. For the purposes hereof "demand" shall include the commencement and continuance of any legal proceedings.

5.9 Special Covenants with Respect to Specified Deposit Accounts. Each Grantor hereby gives the Security Agent the power and right, on behalf of such Grantor, in the Security Agent's name, without consent by any Grantor, but only after the occurrence and during the continuance of an Event of Default and upon concurrent written notice by the Security Agent (at the direction of the Agent (who in turn shall act on the direction of the Required Lenders)), to such Grantor of its intent to do so, to deliver written instructions to a financial institution of the relevant Specified Deposit Account for the disposition of funds in such Specified Deposit Account (such written instructions to be in such form designated by the

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Security Agent and the relevant financial institution), without regard to any inconsistent or conflicting written instructions given by any Grantor or any individual Secured Party to such financial institution; provided that, if an Event of Default is no longer continuing or has been cured or waived, the Security Agent (acting at the direction of the Agent (who in turn shall act on the direction of the Required Lenders)) shall promptly deliver written instructions to such financial institution instructing that such financial institution shall resume compliance with written instructions originated by the applicable Grantor.

6. The Security Interests.

6.1 Security Agent's Appointment as Attorney-in-Fact, etc.

(a) Each Grantor hereby appoints (also, pursuant to article 1704 and with the express consent under article 1395 of the Italian Civil Code, as *mandatario con rappresentanza* of each Grantor), which appointment is irrevocable and coupled with an interest, the Security Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of such Grantor and in the name of such Grantor or otherwise, for the purpose of carrying out the terms of this Security Agreement, to take any and all appropriate actions and to execute any and all documents and instruments that may be necessary or advisable to accomplish the purposes of this Security Agreement, in each case upon the direction of the Security Agent (at the direction of the Agent (who in turn shall act on the direction of the Required Lenders)), and, without limiting the generality of the foregoing, each Grantor hereby gives the Security Agent the power and right, on behalf of such Grantor, either in the Security Agent's name or in the name of such Grantor or otherwise, without assent by such Grantor, to do any or all of the following, in each case upon the direction of the Security Agent (at the direction of the Agent (who in turn shall act on the direction of the Required Lenders)), and after the occurrence and during the continuance of an Event of Default and upon concurrent written notice by the Security Agent to such Grantor of its intent to do so:

(i) take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any Account constituting Collateral or with respect to any other Collateral and file any claim or take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Security Agent (at the direction of the Agent (who in turn shall act on the direction of the Required Lenders)) for the purpose of collecting any and all such moneys due under any Account constituting Collateral or with respect to any other Collateral whenever payable;

(ii) in the case of any Intellectual Property, execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Security Agent (at the direction of the Agent (who in turn shall act on the direction of the Required Lenders)) may reasonably request to evidence the Secured Parties' Security Interests in such Intellectual Property and the goodwill and general intangibles of such Grantor relating thereto or represented thereby;

(iii) in the case of Capital Stock, execute and deliver, and have recorded, any and all agreements, documents and papers as the Security Agent (at the direction of the Agent (who in turn shall act on the direction of the Required Lenders)) deems necessary or advisable to evidence or perfect one or more of the Secured Parties' Security Interests in such Capital Stock, except to the extent that such Capital Stock constitutes Excluded Property;

(iv) pay or discharge taxes and Liens levied or placed on or threatened against the Collateral (other than taxes not required to be discharged under the Credit Documents and other than Liens permitted under the Credit Documents);



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(v) execute, in connection with any sale provided for in Section 5.6, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral;

(vi) direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to the Security Agent (on behalf of the Secured Parties) or as the Security Agent (at the direction of the Agent (who in turn shall act on the direction of the Required Lenders)) shall direct;

(vii) ask or demand for, collect and receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral;

(viii) sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral;

(ix) commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any portion thereof and to enforce any other right in respect of any Collateral;

(x) defend any suit, action or proceeding brought against such Grantor with respect to any Collateral (with such Grantor's consent to the extent such action or its resolution could materially affect such Grantor or any of its Affiliates in any manner other than with respect to its continuing rights in such Collateral);

(xi) settle, compromise or adjust any such suit, action or proceeding with respect to the Collateral and, in connection therewith, give such discharges or releases as the Security Agent (at the direction of the Agent (who in turn shall act on the direction of the Required Lenders)) may deem appropriate (with such Grantor's consent to the extent such action or its resolution could materially affect such Grantor or any of its Affiliates in any manner other than with respect to its continuing rights in such Collateral); and

(xii) generally, sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Secured Parties were the absolute owners thereof for all purposes, and do, at the option of the Security Agent (at the direction of the Agent (who in turn shall act on the direction of the Required Lenders)) and such Grantor's expense, at any time, or from time to time, all acts and things that the Security Agent (at the direction of the Agent (who in turn shall act on the direction of the Required Lenders)) deems necessary to protect, preserve or realize upon the Collateral and the Secured Parties' Security Interests therein and to effect the intent of this Security Agreement, all as fully and effectively as such Grantor might do.

Anything in this Section 6.1(a) to the contrary notwithstanding, the Security Agent agrees that it will not exercise any rights under the power of attorney provided for in this Section 6.1(a) unless an Event of Default shall have occurred and be continuing and the appropriate notice has been given as set forth hereunder.

The appointment by a Grantor contained in this Section 6.1(a) shall automatically terminate on the Termination Date or if sooner, upon the termination or release of such Grantor hereunder pursuant to Section 6.3.

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Each Grantor hereby releases the Security Agent and any officer or agent thereof and any person to whom the aforesaid granted a substitution from the restrictions set out in Article 108 of the Polish Civil Code.

(b) Subject to any limitations of the Security Agent to take actions as set forth in Section 6.1(a) above, if any Grantor fails to perform or comply with any of its agreements contained herein within a reasonable period of time after the Security Agent (at the direction of the Agent (who in turn shall act on the direction of the Required Lenders)) has requested it to do so, the Security Agent, at its option (and at the direction of the Agent (who in turn shall act on the direction of the Required Lenders)), but without any obligation so to do, may perform or comply, or otherwise cause performance or compliance, with such agreement.

(c) Each Grantor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. All powers, authorizations and agencies contained in this Security Agreement are coupled with an interest and are irrevocable until this Security Agreement is terminated and the Security Interests created hereby are released.

6.2 Security Interests Absolute. Subject to the DIP Orders, all rights of the Security Agent and the Secured Parties hereunder, the Security Interests and all obligations of the Grantors hereunder shall be absolute and unconditional.

6.3 Continuing Security Interests; Assignments Under the Credit Documents; Release.

(a) This Security Agreement shall remain in full force and effect and be binding in accordance with and to the extent of its terms upon each Grantor and the successors and assigns thereof and shall inure to the benefit of the Security Agent and the Secured Parties and their respective successors, endorsees, transferees and assigns under Section 8.6 until the date on which all Obligations under the Credit Documents (other than, in each case, any contingent indemnity obligations not then due) shall have been satisfied by irrevocable and final payment in full, and the Commitments shall have been terminated (such date, the "Termination Date"), notwithstanding that from time to time during the term of the Credit Documents, any other Credit Parties may be free from any Obligations.

(b) The Security Interests granted hereby in any Collateral shall automatically be released in accordance with the DIP Orders: (i) upon the effectiveness of any written consent of the Security Agent (at the direction of the Agent (who in turn shall act on the direction of the Required Lenders)) to the release of the Security Interests granted hereby in such Collateral; (ii) upon the Security Agent (at the direction of the Agent (who in turn shall act on the direction of the Required Lenders)) being reasonably satisfied that the Termination Date has occurred; or (iii) pursuant to an express provision in any Credit Document regarding the termination or release of the Security Interests in such Collateral.

(c) In the event any Grantor makes a Permitted Disposal and the assets so disposed of are or include any of the Collateral, the Secured Parties shall release the Security Interests created by this Security Agreement over that Collateral on or prior to the effective date of such Permitted Disposal on the condition that such Grantor has notified the Security Agent, no later than ten (10) Business Days before such effective date of, (x) the effective date of the Permitted Disposal, (y) the terms of the Permitted Disposal (including which provision of the definition of the Permitted Disposal is applicable), and (z) the description of the Collateral to be released.

(d) In connection with any termination or release pursuant to Sections 6.3(a) through 6.3(c) above, the Security Agent (at the direction of the Agent (who in turn shall act on the direction of the Required Lenders)) shall execute and deliver to any Grantor or authorize the filing of, at such Grantor's

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expense, all documents that such Grantor shall reasonably request to evidence such termination or release subject to, if reasonably requested by the Security Agent acting at the direction of the Agent (who in turn shall act on the direction of the Required Lenders)), the Security Agent's receipt of a certification by the Borrower and/or the applicable Grantor stating that such transaction is in compliance with the Credit Documents. Any execution and delivery of documents pursuant to this Section 6.3 shall be without recourse to or warranty by the Security Agent.

(e) If any Secured Party (other than the Administrative Agent or the Security Agent) fails to take necessary procedures in connection with any termination or release pursuant to Sections 6.3(a) through 6.3(c), such failing Secured Party (other than the Administrative Agent or the Security Agent) shall be liable for any and all damages incurred as a result by the Grantors, the Security Agent or any other Secured Parties.

(f) A release of any part of the Collateral in accordance with this Security Agreement (if any) will not prejudice or affect the Security Interests hereunder in relation to the remainder of the Collateral, the effectiveness of this Security Agreement, any rights and remedies of the Security Agent or the Secured Parties in relation to the Security Interests hereunder or any of the obligations of the Grantors under this Security Agreement.

(g) The Security Agent shall not be liable to the Grantors or the Secured Parties in connection with any termination or release pursuant to Sections 6.3(a) through 6.3(c), except as a result of its own willful misconduct or gross negligence. In addition, neither the Security Agent nor the Secured Parties shall be liable for any damages or losses incurred by the Grantors, the Security Agent or the Secured Parties as a result of a delay in connection with any termination or release pursuant to Sections 6.3(a) through 6.3(c), except as a result of its own willful misconduct or gross negligence.

(h) For the avoidance of doubt, the Security Agent shall comply with the instruction of the Agent (whose instructions shall be on the direction of the Required Lenders), except where there is an express provision in any Credit Document stipulating otherwise, when required to make any decision on the termination or release of the Security Interests hereunder in any applicable liquidation, administration or other insolvency proceedings.

6.4 Reinstatement. Each Grantor further agrees that, if any payment made by any Credit Party or other Person and applied to the Obligations is at any time annulled, avoided, set aside, rescinded, invalidated, declared to be fraudulent or preferential or otherwise required to be refunded or repaid, or the Proceeds of Collateral are required to be returned by the Security Agent or any Secured Party to such Credit Party, its estate, trustee, receiver or any other Person, including any Grantor, under any bankruptcy law, state, federal or foreign law, common law or equitable cause, then, to the extent of such payment or repayment, any Lien or other Collateral securing such liability shall be and remain in full force and effect, as fully as if such payment had never been made or, if prior thereto the Lien granted hereby or other Collateral securing such liability hereunder shall have been released or terminated by virtue of such cancellation or surrender, such Lien or other Collateral shall be reinstated in full force and effect, and such prior cancellation or surrender shall not diminish, release, discharge, impair or otherwise affect any Lien or other Collateral securing the obligations of any Credit Party in respect of the amount of such payment.

## 7. Limitation of Enforcement (German Grantors).

### (a) Definitions

In this Section 7:

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“AktG” means the German Stock Corporation Act (*Aktiengesetz, AktG*).

“Auditor’s Determination” means the determination pursuant to Section (b)(4) below.

“BGB” means the German Civil Code (*Bürgerliches Gesetzbuch, BGB*).

“DPLA” means a domination and/or profit and loss pooling agreement (*Beherrschungs- und/oder Gewinnabführungsvertrag*) as defined in § 291 (1) AktG.

“EU Grantor” means any limited liability company (or limited partnership with a limited liability company as its general partner) incorporated in a jurisdiction other than Germany whose centre of main interest (as that term is used in Article 3(1) of Regulation (EU) No. 2015/848 of 20 May 2015 on Insolvency Proceedings) is in Germany, unless it has been confirmed by the German Federal Supreme Court (*Bundesgerichtshof*) or the European Court of Justice (*Europäischer Gerichtshof*) in a third party case that sections 30, 31 GmbHG are not applicable to such companies.

“German Grantor” means (i) any GmbH Grantor and (ii) unless its COMI being in Germany is prohibited by the terms of the Loan Documents, any EU Grantor.

“GmbH” means (i) a limited liability company (*Gesellschaft mit beschränkter Haftung, GmbH*) incorporated under German law and/or (ii) a limited partnership (*Kommanditgesellschaft*) with a limited liability company (*Gesellschaft mit beschränkter Haftung, GmbH*) as general partner (*Komplementär*).

“GmbH Capital Impairment” means the GmbH Net Assets of a GmbH Grantor falling below the amount (*Entstehung einer Unterbilanz*) required to maintain that GmbH Grantor’s registered share capital (*Stammkapital*) or an increase of an existing shortage (*Vertiefung einer Unterbilanz*) of its registered share capital (*Stammkapital*) and, in each case, thereby violating §§ 30, 31 GmbHG.

“GmbH Grantor” means a Grantor which is a GmbH.

“GmbH Net Assets” means an amount equal to the sum of the amounts of a GmbH Grantor’s assets (consisting of all assets which correspond to the items set forth in section 266 (2) A, B, C, D and E HGB) less the aggregate amount of the GmbH Grantor’s liabilities (consisting of all liabilities and liability reserves which correspond to the items set forth in section 266 (3) B, C, D and E HGB), as adjusted pursuant to Section (b)(9) below.

“GmbHG” means the German Limited Company Act (*Gesetz betreffend die Gesellschaften mit beschränkter Haftung, GmbHG*).

“HGB” means the German Commercial Code (*Handelsgesetzbuch, HGB*).

“InsO” means the German Insolvency Code (*Insolvenzordnung, InsO*).

“Limited Security” means any security interest and any other liability, indemnity or other payment obligation of a German Grantor under this Agreement or any other provision of the Loan Documents.

“Limited Upstream Security” means any Limited Security if and to the extent such Limited Security secures or relates to liabilities which are owed by direct or indirect shareholders of the relevant

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Grantor (upstream) or Subsidiaries of such shareholders (such Subsidiaries not to include the relevant Grantor and the Subsidiaries of that relevant Grantor) (cross-stream).

“Liquidity Impairment” means a German Grantor being deprived of the liquidity necessary to fulfil its liabilities towards its creditors and thereby violating § 15b (5) InsO.

“Management Notification” has the meaning given to such term in Section (b)(3) below.

“Subsidiary” means a subsidiary (*abhängiges Unternehmen*) within the meaning of section 17 AktG.

Where a German translation of a word or phrase appears in the text of this Section 7, the German translation of such word or phrase shall prevail.

(b) GmbH Limitation Language

(i) The parties to this Agreement agree that if and to the extent the enforcement of any Limited Upstream Security causes a GmbH Capital Impairment, then the Security Agent shall not enforce the Pledges to the extent the enforcement causes a GmbH Capital Impairment, and the GmbH Grantor shall, subject to sub-clauses (2) through (10) below, to such extent have a defence (Einrede) against the enforcement.

(ii) The restrictions in Section (1) shall not apply:

- (1) if and to the extent the Limited Upstream Security of the GmbH Grantor secures any indebtedness under any Loan Document in respect of:
  - (A) loans to the extent such loans are (directly or indirectly) on-lent or otherwise passed on to the relevant GmbH Grantor or any of its Subsidiaries; or
  - (B) bank guarantees or letters of credit that are issued for the benefit of any of the creditors of the GmbH Grantor or any of the relevant GmbH Grantor’s Subsidiaries,

in each case, to the extent that any such amounts on-lent or otherwise passed on or bank guarantees or letters of credit issued are still outstanding at the time of the enforcement of the relevant Limited Upstream Security; for the avoidance of doubt, nothing in this Section (2) shall have the effect that such on-lent amounts may be enforced multiple times (no double dip);
- (2) if, at the time of enforcement of the Limited Upstream Security, a DPLA exists with the relevant GmbH Grantor as a dominated company (*beherrschtes Unternehmen*), unless the mere existence of such DPLA does not lead to the inapplicability of § 30 (1) sentence 1 GmbHG; or
- (3) if and to the extent an enforcement of the Limited Upstream Security is covered (*gedeckt*) by a fully valuable and recoverable consideration or recourse claim (*vollwertiger Gegenleistungs- oder Rückgewähranspruch*) of the GmbH Grantor within the meaning of section 30 (1) sentence 2



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GmbHG against the relevant Credit Party whose obligations are secured by the relevant Limited Upstream Security.

(iii) Within fifteen (15) Business Days after the Security Agent's notice of enforcement, the relevant GmbH Grantor shall provide to the Security Agent a written notification signed by its managing director(s) (*Geschäftsführer*) in accordance with the terms set out in this Section (3) that sets out (i) if and to what extent the relevant Limited Security constitutes a Limited Upstream Security and (ii) to what extent a GmbH Capital Impairment occurs as a result of an enforcement of the Limited Upstream Security (the "Management Notification"). The Management Notification shall comprise an up-to-date balance sheet prepared in accordance with section 42 GmbHG, sections 242, 264 HGB and the generally accepted accounting principles (*Grundsätze ordnungsgemäßer Buchführung*) of the relevant GmbH Grantor as consistently applied and a reasonably detailed calculation of the amount of the GmbH Net Assets and the GmbH Capital Impairment as of the date of the notice on enforcement, taking into account the adjustments set forth in Section (9). The enforcement of the Limited Upstream Security shall (irrespective of whether or not the Security Agent agrees with the Management Determination) be permitted up to an amount which pursuant to the Management Notification does not cause a GmbH Capital Impairment.

(iv) If the Security Agent does not disagree with the Management Notification, the determinations in the Management Notification shall be binding on all parties. If the Security Agent disagrees with the Management Notification, it may within twenty (20) Business Days of its receipt, request the relevant GmbH Grantor to provide to the Security Agent within forty (40) Business Days of receipt of such request a written determination (in accordance with the terms set out in this Section (4) by auditors of international standard and reputation chosen by the Security Agent and appointed by the relevant GmbH Grantor (at the relevant GmbH Grantor's own cost and expense) setting out in detail the calculation in which an enforcement of the Limited Upstream Security causes a GmbH Capital Impairment, taking into account the adjustments set forth in Section (9)). The determination shall comprise an up-to date balance sheet prepared in accordance with section 42 GmbHG, sections 242, 264 HGB and the generally accepted accounting principles (*Grundsätze ordnungsgemäßer Buchführung*) of the relevant GmbH Grantor as consistently applied. Save for manifest errors, the Auditor's Determination shall be binding on all parties. The enforcement of the Limited Upstream Security shall be permitted up to an amount which pursuant to the Auditor's Determination does not cause a GmbH Capital Impairment.

(v) If the relevant GmbH Grantor has not complied with its obligation to deliver the Management Determination or the Auditor's Determination, in each case together with an up-to-date balance sheet, in accordance with the requirements and timeframes set out in Sections (3) and (4) above, the enforcement of the Limited Upstream Security will not be limited.

(vi) If, after it has been provided with an Auditor's Determination which prevented it from enforcing the Limited Upstream Security in full or in part, the Security Agent ascertains in good faith that the financial conditions of the GmbH Grantor as set out in the Auditor's Determination has substantially improved, the Security Agent (acting reasonably) may, at the GmbH Grantor's cost and expense, arrange for the preparation of an updated balance sheet of the GmbH Grantor by applying the same principles that were used for the preparation of the Auditor's Determination by the auditors who prepared the Auditor's Determination in order for such auditors to determine whether (and, if so, to what extent) the GmbH Capital Impairment has been cured as a result of the improvement of the financial condition of the GmbH Grantor. The Security Agent may not arrange for the preparation of an updated Auditor's Determination prior to the expiry of three months from the date of the issuance of the preceding Auditor's Determination. The Security Agent may only retain additional amounts from the enforcement of the Limited Upstream Security to the extent the auditors determine that the GmbH Capital Impairment has been cured.



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(vii) No reduction of the amount enforceable pursuant to this Section 7 will prejudice the right of the Security Agent to continue to enforce the Limited Upstream Security (subject always to the operation of the limitations set out above at the time of such enforcement) until full satisfaction of the Obligations.

(viii) The parties agree that (i) if and to the extent that the amount that is enforceable as determined by the Auditor's Determination is lower than the amount enforced in accordance with the Management Determination or (ii) if the Limited Upstream Security have been enforced without regard to the limitations as set out in Section (1) because (x) the Management Notification was not delivered within the relevant time frame or (y) the Auditor's Determination was not delivered within the relevant time frame but the Auditor's Determination has been delivered within ten (10) Business Days following the due date for the delivery of the Auditor's Determination pursuant to Section (4), the Security Agent shall pay to the relevant GmbH Grantor upon written demand of the relevant GmbH Grantor such amount of the enforcement proceeds actually received by the Security Agent, which, in the case of (i) above is equal to the difference between the amount paid and the amount payable resulting from the Auditor's Determination, and which in the case of (ii) above is equal to the amount which the Security Agent would not have been entitled to enforce had the Management Determination and the Auditor's Determination been delivered in time, provided such demand for repayment is made (and all relevant documents or determinations are provided) to the Security Agent within three months (*Ausschlussfrist*) from the date the Limited Upstream Security are enforced and provided further that the Security Agent shall in no circumstances be required to pay an amount exceeding the enforcement proceeds actually received by it less cost incurred by the Security Agent in connection with the enforcement. The Security Agent may withhold any amount received pursuant to an enforcement of the Limited Upstream Security until final determination of the GmbH Capital Impairment pursuant to the Auditor's Determination.

If pursuant to the Auditor's Determination the GmbH Capital Impairment resulting from the enforcement of the Limited Upstream Security is lower than the GmbH Capital Impairment pursuant to the Management Notification, the Security Agent shall be entitled to further enforce the Limited Upstream Security based on the determinations pursuant to the Auditor's Determination.

(ix) The GmbH Net Assets shall be adjusted as follows:

- (1) the amount of any increase in the registered share capital of the relevant GmbH Grantor which was carried out after the relevant GmbH Grantor became a party to this Agreement and made from retained earnings (*Kapitalerhöhung aus Gesellschaftsmitteln*) shall be deducted from the amount of the registered share capital (*Stammkapital*) of the relevant GmbH Grantor if such increase in the registered share capital is prohibited under the terms of the Loan Documents (other than this Agreement) and has been carried out without the prior written consent of the Security Agent;
- (2) the amount of any effective increase in the registered share capital of the relevant GmbH Grantor (*effective Kapitalerhöhung*) which was carried out after the relevant GmbH Grantor became a party to this Agreement shall be deducted from the amount of the registered share capital (*Stammkapital*) of the relevant GmbH Grantor to the extent that it has not been paid up if such increase in the registered share capital is prohibited pursuant to the terms of the Loan Documents (other than this Agreement) and has been carried out without the prior written consent of the Security Agent;

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- (3) the amount of non-distributable assets according to § 253 (6) HGB shall not be included in the calculation of GmbH Net Assets;
- (4) the amount of non-distributable assets according to § 268 (8) HGB shall not be included in the calculation of GmbH Net Assets;
- (5) the amount of non-distributable assets according to § 272 (5) HGB shall not be included in the calculation of GmbH Net Assets;
- (6) loans or other liabilities incurred by the relevant GmbH Grantor in violation of the Loan Documents shall not be taken into account as liabilities, unless the relevant GmbH Grantor demonstrates that it has not acted willfully or grossly negligent in respect of such violation; and
- (7) any loans provided to the relevant GmbH Grantor by any member of the Marelli group, the Borrower or a Subsidiary of the Borrower (other than any Subsidiary of the relevant GmbH Grantor) shall not be taken into account as liabilities if and to the extent that a waiver of the claims under such loans and/or the contribution of the repayment claim under such loans to the capital reserves of the relevant GmbH Grantor does not result in the lender of such loans breaching mandatory legal restrictions applicable to it, unless the respective lender refuses to waive and/or contribute such claims in spite of the GmbH Grantor requesting and using best efforts to achieve such waiver and/or contribution.

(x) Where a GmbH Grantor claims in accordance with the provisions of this Section (b) that any Limited Security can only be enforced in a limited amount, it shall realize at arm's length terms, to the extent lawful and commercially justifiable, within three (3) months from a written request of the Security Agent, any and all of its assets that are shown in the balance sheet with a book value (*Buchwert*) that is significantly lower than the market value of the assets and are not necessary for the relevant GmbH Grantor's business (*nicht betriebsnotwendig*). The relevant GmbH Grantor shall promptly notify the Security Agent about any proceeds from such realization and the Limited Upstream Security granted by the relevant GmbH Grantor shall be enforceable if and to the extent that such enforcement would not lead to a GmbH Capital Impairment.

(c) Liquidity Impairment Limitation Language

(i) Save as set out in this sub-clause (c), the Security Agent shall not enforce, and any German Grantor shall have a defence (*Einrede*) against, any Limited Upstream Security if and to the extent a payment and/or enforcement in respect of a Limited Upstream Security would cause a Liquidity Impairment for such German Grantor.

(ii) Sub-clauses (b)(3), (b)(4) and (b)(7) above shall apply mutatis mutandis to the restriction in sub-clause (1) above.

(d) Where the provisions of this Section 7 apply to a limited partnership (*Kommanditgesellschaft*), all references to the assets of a German Grantor shall mutatis mutandis include a reference to the assets of the general partner (*Komplementär*) of such limited partnership (*Kommanditgesellschaft*).

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(e) In addition to the provisions set out in Sections (b) through (c) above, if a German Grantor demonstrates that according to a decision of the German Federal Supreme Court (*Bundesgerichtshof*) that has been handed down after the date hereof and that does not merely confirm the judicature of the German Federal Supreme Court up to the date hereof, the payment under and/or enforcement of any Limited Upstream Security against such German Grantor would, notwithstanding the provisions of Sections (b) and (c), result in personal liability of its managing director(s) (*Geschäftsführer*) for a breach of sections 30 and 31 GmbHG and/or section 826 BGB, the Security Agent shall not enforce the relevant Limited Upstream Security to the extent required in order not to incur such liability.

(f) The restrictions set out in this Section 7 do not affect the rights of the Secured Parties to claim any outstanding amount again at a later point in time if and to the extent the restrictions set out in this Section 7 would allow such claim at that later point in time.

(g) For the avoidance of doubt, the validity and enforceability of any Limited Upstream Security granted by a German Grantor or of any Subsidiary of a German Grantor in respect of any borrowing liabilities which are owed by German Grantor or any of its subsidiaries shall not be limited under this Section 7.

(h) Nothing in this Section 7 shall prevent the Security Agent or a German Grantor from claiming in court that the limitation on the enforcement of the Limited Upstream Security (as determined in accordance with the provisions of Sections (b) and (i)) is or is not (in whole or in part) required to protect the directors of the relevant GmbH Grantor from personal liability for a breach of sections 30 and 31 GmbHG. For the avoidance of doubt, this Section (h) shall not operate to extend the restrictions that are otherwise stipulated in this Section 7.

(i) The terms set forth in this Section 7 shall cease to apply (and there shall not be a defense pursuant to sub-clause (b)(1)) with respect to a German Grantor in respect of which an insolvency proceeding has been opened if the terms set forth in this Section 7 are not required to avoid personal liability of the directors of a German Grantor following the opening of such insolvency proceedings.

(j) Nothing in this Section 7 shall constitute a waiver (*Verzicht*) of any right granted under this Agreement or any other Loan Document to the Security Agent or any Secured Party or vice versa.

(k) Each reference in this Section 7 to a statutory provision shall be construed to be a reference to the relevant equivalent statutory provision (if any) as amend-ed, re-enacted or replaced from time to time. The limitations set out in this Section 7 shall cease to apply if and to the extent that as a result of a change of any of the statutory provisions referenced in this Section 7 the limitations are no longer required to protect the directors of a German Grantor from personal liability.

(l) Notwithstanding anything to the contrary in this Agreement, this Section 7 and any rights and/or obligations arising out of it shall be governed by, and construed in accordance with, German law.

## 8. Miscellaneous.

8.1 Amendments in Writing. None of the terms or provisions of this Security Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by each Grantor and the Security Agent.

## 8.2 Notices.

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(a) All notices, consents and approvals made under this Security Agreement must be in writing (which includes facsimiles) or by e-mail, and shall be made by one of the methods set out in the DIP Orders or clauses (i) through (iv) below to the addresses set out in Schedule 1 (or, if an address is amended in accordance with Section 8.2(b) below, the address as so amended).

(i) Direct delivery in person;

(ii) Registered mail or courier;

(iii) Fax (if the recipient requests delivery of an original, such original must be delivered afterwards by one of the methods set out in clause (i) or (ii) above); or

(iv) E-mail (only for e-mails with PDF files or other forms of attached files; provided that if the recipient requests delivery of an original, such original shall be delivered afterwards by a method set out in clause (i) or (ii) above).

(b) The addresses for the Parties set out in Schedule 1 (or, if an address is amended in accordance with the proviso to this Section 8.2(b), the address so amended) are deemed to be correct, and all notices and other such communications will be deemed to have been made on the day notices reach those addresses, and all e-mails will be deemed to have been made at the time e-mails reach the recipient's e-mail address; provided that each Party may amend its address by giving a notice of a change of address to the Security Agent (or, in the case of a change of address of the Security Agent, the Security Agent may give such notice to the other Parties).

(c) If there is a change in a Party's name, trade name, address, representative, seal or any other contact details that have been previously notified to the Security Agent, such Party shall promptly notify the Security Agent of the change in writing.

### 8.3 No Waiver by Course of Conduct; Cumulative Remedies.

(a) None of the Security Agent nor the Secured Parties shall by any act, delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of the Security Agent or any Secured Party, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Security Agent or any Secured Party of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy that the Security Agent or such other Secured Party would otherwise have on any future occasion.

(b) The rights, remedies, powers and privileges herein provided are cumulative, may be exercised singularly or concurrently and are not exclusive of any other rights or remedies provided by law.

### 8.4 Enforcement Expenses; Indemnification.

(a) Each Grantor agrees to pay any and all properly incurred out-of-pocket expenses (including all fees and properly incurred disbursements of counsel) that may be paid or incurred by the Security Agent and the Agent in preparing, executing, amending, enforcing, administering and terminating this Security Agreement.

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(b) Each Grantor agrees to pay any and all costs and expenses (including all fees and disbursements of counsel) that may be paid or incurred by the Security Agent or any Secured Party in enforcing or preserving, or obtaining advice of counsel in respect of, any rights with respect to, or collecting, any or all of the Obligations and/or enforcing or preserving any rights with respect to, or collecting against, any Grantor under this Security Agreement.

(c) Each Grantor agrees to pay, and to save the Security Agent and the Secured Parties harmless from, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever with respect to the execution, delivery, enforcement, performance and administration of this Security Agreement to the extent the Grantor (in respect of a Secured Party) would be required to do pursuant to the Credit Documents.

(d) The Security Agent shall be entitled to the same rights, protections, privileges, limitation of liability and indemnities to which the DIP Agent is entitled to under the Credit Agreement as if rights, protections, privileges, limitation of liability and indemnities were included here *mutatis mutandis*.

(e) The Security Agent shall not be responsible for payment of any taxes or stamp duty as a result of (a) it holding any assets subject to a Security Interest or (b) enforcing any Security Interest held by it.

(f) The Security Agreement is not responsible for the creditworthiness or solvency of the Grantor or any other party providing any Collateral.

(g) The Security Agent and its officers, directors, employees, attorneys and agents shall have no responsibility or liability to make any investigation, take any action or refrain from taking any action in relation to:

- i. the execution, genuineness, legality, validity, effectiveness, enforceability, adequacy, accuracy, sufficiency or completeness of this Security Agreement or any other document;
- ii. the collectability of amounts payable under this Security Agreement or the observance by the Grantor or any other relevant party of its obligations under this Security Agreement or any other document;
- iii. the existence, accuracy or sufficiency of any legal or other opinions, searches, reports, certificates, valuations or investigations which are, or are required to be, delivered or obtained at any time, or of any due diligence carried out, in connection with the Collateral;
- iv. the nature, status or sufficiency of the Collateral or any Security Interest granted pursuant to this Security Agreement;
- v. the registration, filing, protection or perfection of any Security Interest granted by or pursuant to this Security Agreement; and
- vi. the title of the Grantor or any value, collectability, enforceability or sufficiency of any of the Collateral.

(h) The agreements in this Section 8.4 shall survive repayment of the Obligations and all other amounts payable under the Credit Documents.

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8.5 Currency Indemnity.

(a) [Reserved]

(b) Currency Indemnity:

(i) If any sum due from any Grantor under this Security Agreement (a “Sum”), or any order, judgment, or award given or made in relation to a Sum, has to be converted from the currency in which that Sum is payable (the “First Currency”) into another currency (the “Second Currency”) for the purpose of:

(A) making or filing a claim or proof against such Grantor; or

(B) obtaining or enforcing an order, judgment, or award in relation to any litigation or arbitration proceedings,

such Grantor shall, as an independent obligation, within five (5) Business Days after being so requested, indemnify the Security Agent and any Secured Party to whom such Sum is due against any cost, loss, or liability arising out of or as a result of the conversion, including any discrepancy between (x) the rate of exchange used to convert such Sum from the First Currency into the Second Currency and (y) the rate or rates of exchange available to that Person at the time of its receipt of such Sum.

(ii) Each Grantor waives any right it has in any jurisdiction to pay any amount under this Security Agreement in a currency or currency unit other than that in which it is expressed to be payable.

8.6 Binding Effect. This Security Agreement shall be binding upon the successors and assigns of each Grantor and shall inure to the benefit of the Security Agent, the Secured Parties and their respective successors and assigns, except that no Grantor may assign, transfer, provide as collateral (including for subordinated security interest), delegate or otherwise dispose of any of its rights or obligations under this Security Agreement without the prior written consent of the Security Agent and the Secured Parties except pursuant to a transaction permitted by the DIP Orders and/or the Credit Documents.

8.7 Counterparts. This Security Agreement may be executed in multiple counterparts, each of which, for all purposes, shall be deemed an original, and all of which taken together shall constitute but one and the same agreement.

8.8 Severability. Any provision of this Security Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The Parties hereto shall endeavor in good faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

8.9 Language. This Security Agreement shall be made in English. In case there is any discrepancy among the English version and other versions in any other languages, the English version shall prevail.



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8.10 Integration. This Security Agreement, together with the other Credit Documents, to which each Grantor is a party thereto represents the agreement of each of the Grantors, the Security Agent and the Secured Parties with respect to the subject matter hereof, and there are no promises, undertakings, representations or warranties by any Grantor, the Security Agent or any Secured Party relative to the subject matter hereof not expressly set forth or referred herein or in such other Credit Documents.

**8.11 GOVERNING LAW. THIS SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY IN ANY OTHER AGREEMENT, THE PARTIES HERETO AGREE THAT NEW YORK SHALL BE THE SPECIFIED DEPOSIT ACCOUNT BANK'S JURISDICTION FOR PURPOSES OF SECTION 9-304 OF THE UCC.**

8.12 Submission to Jurisdiction; Waivers. Each Party hereto hereby irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Security Agreement to the exclusive general jurisdiction of the courts of the State of New York or the courts of the United States for the Southern District of New York, in each case, sitting in New York City in the Borough of Manhattan, and appellate courts from any thereof;

(b) consents that any such action or proceeding shall be brought in such courts and waives (to the extent permitted by applicable law) any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same or to commence or support any such action or proceeding in any other courts;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such Person at its address referred to in Section 8.2 or at such other address of which the Security Agent shall have been notified pursuant thereto;

(d) agrees that nothing herein shall affect the right of the Security Agent and any Secured Party to effect service of process in any other manner permitted by law; and

(e) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section 8.12 any special, exemplary, punitive or consequential damages;

(f) exclusively for purposes of the submission by the any Grantor that is incorporated under the laws of Mexico, with respect to any action or proceeding arising out of or relating to this agreement, (i) agrees to (a) to (e) above, (ii) waives the right to any other jurisdiction to which it may be entitled by reason of present or future domicile or place of residence or for any other reason, (iii) submits to the exclusive jurisdiction of the courts mentioned in (a) above; and (iv) waives any object to those courts on the ground of venue or *forum non conveniens*.

Each Grantor incorporated under the laws of Mexico hereby (i) designates as its conventional address the address of Marelli North America, Inc. (the "Process Agent") at 1 Calsonic Way, Shelbyville, TN 37160 (or such other address as is notified in writing in the future by the Process Agent to such Grantor), for purposes of the Process Agent receiving on its behalf service of all process in any proceedings brought

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with respect to this Agreement in any court, such service being hereby acknowledged by such Grantor as effective and binding service in every respect, (ii) acknowledges and agrees that as of the date of execution of this Agreement, it has held a shareholders' or partners' meeting, as applicable, whereby it was resolved to grant an irrevocable special power of attorney pursuant to Article 2554 of the Federal Civil Code (*Código Civil Federal*) of Mexico and the correlative provisions of the Civil Codes (*Códigos Civiles*) of the States of Mexico, in favor of the Process Agent in terms acceptable to the Security Agent, with authority for lawsuits and collections, with the sole purpose of making effective and valid under the laws of Mexico any service of process as mentioned herein; and (iii) agrees that as soon as possible but in any event within 15 (fifteen) Business Days following the date of execution of this Agreement, it will deliver the Security Agent an original hard copy (*testimonio*) of the corresponding shareholders' or partners' meeting resolutions, as applicable, mentioned in (ii) above, notarized by a Mexican notary public.

8.13 Acknowledgments. Each of Holdings, Intermediate Holdings, Borrower, and each Grantor hereby acknowledge that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Security Agreement and the other Credit Documents to which it is a party;

(b) none of the Security Agent and the Secured Parties has any fiduciary relationship with or duty (other than a contractual duty) to any Grantor arising out of or in connection with this Security Agreement or any of the other Credit Documents, and the relationship between the Grantors, on the one hand, and the Security Agent and/or the Secured Parties, on the other hand, in connection herewith or therewith is solely that of debtor and creditor;

(c) no joint venture is created hereby or by the other Credit Documents or otherwise exists by virtue of the transactions contemplated hereby among the Secured Parties, the Security Agent or among the Grantors, on the one hand, and the Secured Parties, and/or the Security Agent, on the other hand;

(d) with respect to the security interest and guarantees held by the Security Agent (on behalf of the Secured Parties) securing the Obligations, the manner and timing of enforcement of the security interest or the guarantee shall be at the discretion of the Security Agent (acting at the direction of the Agent (who in turn shall act on the direction of the Required Lenders)), and the Grantors shall have no objections regarding such determinations;

(e) this Security Agreement is in addition to, and independent of, any other security or guarantee the Security Agent (on behalf of the Secured Parties) may now or hereafter hold in respect of the Obligations, or which may have been or will be granted to the Security Agent (on behalf of the Secured Parties) in respect of the Obligations. None of such security or guarantee shall prejudice, or shall be prejudiced by, or shall be merged or commingled in any way with the Security Interests created hereunder;

(f) the creation of the Security Interests pursuant to this Security Agreement will in no way cause the Security Agent or any of the Secured Parties to bear any obligation that the Grantors bear.

8.14 Additional Grantors. Each Subsidiary of the Borrower that is required to become a Party to this Security Agreement pursuant to the Credit Documents or otherwise at the discretion of the Security Agent (acting at the direction of the Agent (who in turn shall act on the direction of the Required Lenders)), shall either (i) become a Grantor hereunder, with the same force and effect as if originally named as a Grantor herein, for all purposes of this Security Agreement upon execution and delivery by such Subsidiary of a written supplement substantially in the form of Schedule 4 hereto or (ii) execute an agreement substantially in the form of this Security Agreement and/or otherwise acceptable to such Grantor and the Lenders in their reasonable discretion. The execution and delivery of any instrument (including

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such supplement) adding an additional Grantor as a Party to this Security Agreement shall not require the consent of any other Grantors hereunder. The rights and obligations of each Grantor hereunder shall remain in full force and effect notwithstanding the addition of any new Grantor as a Party to this Security Agreement.

**8.15 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES (TO THE EXTENT PERMITTED BY APPLICABLE LAW) TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS SECURITY AGREEMENT AND FOR ANY COUNTERCLAIM THEREIN.**

8.16 DIP Orders Control. In the event of any conflict between any terms and provisions set forth in this Security Agreement and those set forth in the DIP Orders, the terms and provisions of the DIP Orders shall supersede and control the terms and provisions of this Security Agreement. Notwithstanding any failure on the part of any Grantor, the Security Agent, any Lender, any Secured Party or any other Person to take any action to perfect, maintain, protect or enforce the Liens and security interests in the Collateral granted hereunder, the DIP Orders shall automatically, and without further action by any Person, perfect such Liens and security interests against the Collateral as set forth therein.

8.17 Collateral Located in a Jurisdiction other than in a State of the United States or the District of Columbia. Notwithstanding anything to the contrary herein, nothing contained herein shall apply to any Collateral located in a jurisdiction other than in a State of the United States or the District of Columbia and that is owned by a Grantor which is organized or formed or incorporated in a jurisdiction other than a state of the United States or the District of Columbia (each, a “Non-US Obligor and Collateral” and collectively, the “Non-US Obligors and Collateral”) or any Collateral of a Grantor which is organized or formed in a state of the United States or the District of Columbia (a “US Obligor” and collectively, the “US Obligors”) which consists of real estate, possessory collateral, accounts, cash and other such Collateral located in a jurisdiction other than a state of the United States or the District of Columbia (“Local Law Perfected Assets”), if such Grantor is, or has covenanted under the Credit Documents to become, a party to a security document or mortgage or other instrument having like effect governed by the laws of such jurisdiction (each a “Local Law Security Document”) and pursuant to such Local Law Security Document such Grantors granted, or (in respect of a Czech Guarantor) has covenanted under the Debt Documents to grant, security interests in and Liens on substantially all of their assets including the Collateral to secure the Obligations, or to certain material assets agreed between the applicable Non-US Obligor and Collateral and the Security Agent, and, to the extent Liens on such Collateral securing the Obligations are both granted and perfected pursuant to local law in such jurisdiction and such Collateral would not require additional perfection steps under the New York UCC or U.S. Federal law pursuant to the express terms of such Local Law Security Documents or local law in the applicable jurisdiction (the “Local Law”), the terms, conditions, representations and warranties, undertakings or events of default contained herein with respect to such Collateral, shall expressly not apply. If and to the extent that any Local Law Security Document or other security document that in each case is governed by German law or Czech law is entered into after the date of this Agreement by a Grantor that is organized or formed under German law or Czech law (or any other jurisdiction other than any State of the United States or the District of Columbia), then to the extent that German law or Czech law security is created under such Local Law Security Document or such other security document (“German or Czech Collateral”), any Collateral that has been created by such Grantor under this Agreement with respect to the same asset shall be automatically released and cease to exist immediately prior to the creation of the German or Czech Collateral. To the extent there is a conflict between the terms of this Agreement and the applicable Local Law Security Document and/or Local Law, with respect to the method of granting or perfecting or enforcing a security interest in or a Lien on any Collateral relating to such Non-US Obligors and Collateral or such US Obligor’s Local Law Perfected Assets, the terms of the Local Law Security Documents and the Local Law shall prevail.

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8.18 Non-U.S. Grantors. Notwithstanding anything to the contrary in this Security Agreement or any other Loan Document, if at any time it is determined by the Security Agent (acting at the direction of the Required Lenders) and any Loan Party, in consultation with its tax, legal or other advisors, or by any governmental or other taxing authority) that the execution, delivery, or performance of this Security Agreement by any non-U.S. Grantor has resulted, or would reasonably be expected to result, in materially adverse tax or other liabilities to such non-U.S. Grantor, then, solely with respect to such non-U.S. Grantor, (i) this Security Agreement shall be deemed not to constitute a grant of any security interest by such, on-U.S. Grantor, (ii) such non-U.S. Grantor shall be deemed not to have made any representations, warranties, covenants, or grants of security in respect of any Collateral or other of its assets under this Security Agreement, and (iii) such non-U.S. Grantor shall be deemed for all purposes hereunder not to be a party hereto. For the avoidance of doubt, the foregoing shall not affect (i) the validity or enforceability of this Security Agreement with respect to any other Grantor, or (ii) the obligations of such non-U.S. Grantor under any applicable Local Law Security Document or other Loan Document, including without limitation any guarantee, covenant or undertaking, which shall remain in full force and effect in accordance with their respective terms.

[SIGNATURE PAGES FOLLOW]

**MARELLI NORTH AMERICA, INC.**  
as a Grantor

By: \_\_\_\_\_  
Name: David Barron  
Title: Director

By: \_\_\_\_\_  
Name: Toufic Saati  
Title: Director

**MARELLI NORTH CAROLINA USA LLC**  
as a Grantor

By: \_\_\_\_\_  
Name: David Barron  
Title: Director

By: \_\_\_\_\_  
Name: Toufic Saati  
Title: Director

**MARELLI TENNESSEE USA LLC**  
as a Grantor

By: \_\_\_\_\_  
Name: David Barron  
Title: Director

By: \_\_\_\_\_  
Name: Toufic Saati  
Title: Director

**SENIOR SECURED DEBTOR-IN-POSSESSION SECURITY AGREEMENT**

**MARELLI HOLDING USA, LLC**

as a Grantor

By: \_\_\_\_\_

Name: Sherry Vasa

Title: Director

By: \_\_\_\_\_

Name: Marisa Iasenza

Title: Director

**MARELLI AUTOMOTIVE LIGHTING USA  
LLC**

as a Grantor

By: \_\_\_\_\_

Name: David Barron

Title: Director



**SENIOR SECURED DEBTOR-IN-POSSESSION SECURITY AGREEMENT**

**MARELLI HOLDINGS CO., LTD.,**  
as a Grantor

---

Name: David John Slump  
Title: Representative  
Director

**SENIOR SECURED DEBTOR-IN-POSSESSION SECURITY AGREEMENT**

**MARELLI CORPORATION,**  
as a Grantor

By: \_\_\_\_\_  
Name: David Slump  
Title: Director

**SENIOR SECURED DEBTOR-IN-POSSESSION SECURITY AGREEMENT**

**MARELLI GLOBAL BUSINESS  
SERVICES AMERICA, S. DE R.L.  
DE C.V.**

as a Grantor

By: \_\_\_\_\_  
Name:  
Title:

**SENIOR SECURED DEBTOR-IN-POSSESSION SECURITY AGREEMENT**

**MARELLI KYUSHU CORPORATION**

as a Grantor

By: \_\_\_\_\_

Name: Takeshi Nagata

Title: Representative Director

**SENIOR SECURED DEBTOR-IN-POSSESSION SECURITY AGREEMENT**

**MARELLI BUSINESS SERVICES CORP.**  
as a Grantor

By: \_\_\_\_\_  
Name: Shingo Yamakawa  
Title: Representative Director

**SENIOR SECURED DEBTOR-IN-POSSESSION SECURITY AGREEMENT**

**MARELLI AFTERSALES CO., LTD.**  
as a Grantor

By: \_\_\_\_\_  
Name: Takashi Kimura  
Title: Representative Director



**SENIOR SECURED DEBTOR-IN-POSSESSION SECURITY AGREEMENT**

**MARELLI IWASHIRO CORP.**

as a Grantor

By: \_\_\_\_\_

Name: Kiyoshi Ina

Title: Representative Director

**SENIOR SECURED DEBTOR-IN-POSSESSION SECURITY AGREEMENT**

**MARELLI FUKUSHIMA  
CORPORATION**  
as a Grantor

By: \_\_\_\_\_  
Name: Kiyoshi Ina  
Title: Representative Director

**SENIOR SECURED DEBTOR-IN-POSSESSION SECURITY AGREEMENT**

For the purposes of Article 1.203 of the Civil Code, each Romanian Grantor hereby expressly acknowledges and accepts Clauses 2 (*Grant of Security Interest; Perfection*), 3 (*Representation and Warranties*), 4 (*Covenants*), 5 (*Remedial Provisions*), 6 (*The Security Interests*), 7 (*Miscellaneous*), as well as each and every provision of this Security Agreement providing: A) in favour of the Lenders, the Secured Parties or the Security Agent: (i) limitations of liability, (ii) the right to unilaterally terminate the Security Agreement, (iii) the right to suspend the performance of its obligations; or B) in respect of the Romanian Grantor: (i) the loss of rights, (ii) the loss of benefit of term, (iii) the limitation of the right to raise exceptions, (iv) the limitation of the right to contract with third parties, (v) silent prolongation of the Security Agreement, (vi) the applicable law, (vii) dispute resolution clauses or provisions derogating from competent courts' jurisdiction rules.

**MARELLI PLOIESTI ROMANIA S.R.L.**  
as a Grantor

By: \_\_\_\_\_  
Name: Vozzolo Antonio  
Title: Director

By: \_\_\_\_\_  
Name: Varone Antonio  
Title: Director

**SENIOR SECURED DEBTOR-IN-POSSESSION SECURITY AGREEMENT**

**MARELLI AUTOMOTIVE SYSTEMS  
UK LIMITED**  
as a Grantor

By: \_\_\_\_\_  
Name:  
Title:

**SENIOR SECURED DEBTOR-IN-POSSESSION SECURITY AGREEMENT**

**MARELLI AUTOMOTIVE SYSTEMS  
EUROPE PLC**  
as a Grantor

By: \_\_\_\_\_  
Name:  
Title:

**SENIOR SECURED DEBTOR-IN-POSSESSION SECURITY AGREEMENT**

**MARELLI EPT STRASBOURG (FRANCE)**  
**S.A.S.**  
as a Grantor

By: \_\_\_\_\_  
Name: Xavier Artigou  
Title: *Président*



**SENIOR SECURED DEBTOR-IN-POSSESSION SECURITY AGREEMENT**

**CK TRADING DE MÉXICO, S. DE R.L.  
DE C.V.**

as a Grantor

By: \_\_\_\_\_

Name:

Title:

**SENIOR SECURED DEBTOR-IN-POSSESSION SECURITY AGREEMENT**

**MARELLI MEXICANA, S.A. DE  
C.V.**  
as a Grantor

By: \_\_\_\_\_  
Name:  
Title:

**SENIOR SECURED DEBTOR-IN-POSSESSION SECURITY AGREEMENT**

**MARELLI CABIN COMFORT  
MEXICANA, S.A. DE C.V.**  
as a Grantor

By: \_\_\_\_\_  
Name:  
Title:

**SENIOR SECURED DEBTOR-IN-POSSESSION SECURITY AGREEMENT**

**MARELLI CABIN COMFORT  
TRADING DE MEXICO, S. DE R.L.  
DE C.V.**

as a Grantor

By: \_\_\_\_\_  
Name:  
Title:

**SENIOR SECURED DEBTOR-IN-POSSESSION SECURITY AGREEMENT**

**MAGNETTI MARELLI DO BRASIL  
INDUSTRIA E COMERCIO LTDA.**

as a Grantor

As witnesses

By: \_\_\_\_\_  
Name:

By: \_\_\_\_\_  
Name:

**SENIOR SECURED DEBTOR-IN-POSSESSION SECURITY AGREEMENT**

**MARELLI AUTOMOTIVE  
LIGHTING TEPOTZOTLAN  
MÉXICO S.DE R.L. DE C.V.**

as a Grantor

By: \_\_\_\_\_

Name:

Title:



**SENIOR SECURED DEBTOR-IN-POSSESSION SECURITY AGREEMENT**

**MARELLI AUTOMOTIVE  
LIGHTING JUAREZ MÉXICO S.A  
DE C.V.**

as a Grantor

By: \_\_\_\_\_  
Name:  
Title:

**SENIOR SECURED DEBTOR-IN-POSSESSION SECURITY AGREEMENT**

**MARELLI TOLUCA MÉXICO S.  
DE R.L. DE C.V.**

as a Grantor

By: \_\_\_\_\_  
Name:  
Title:

**SENIOR SECURED DEBTOR-IN-POSSESSION SECURITY AGREEMENT**

**MARELLI GERMANY GMBH**

as a Grantor

By: \_\_\_\_\_

Name:

Title: Managing Director  
(*Geschäftsführer*)

By: \_\_\_\_\_

Name:

Title: Managing Director  
(*Geschäftsführer*)

**SENIOR SECURED DEBTOR-IN-POSSESSION SECURITY AGREEMENT**

**MARELLI AUTOMOTIVE LIGHTING  
JIHLAVA (CZECH REPUBLIC) S.R.O.**  
as a Grantor

By: \_\_\_\_\_

Name: Štefan Cmarko

Title: executive director

**SENIOR SECURED DEBTOR-IN-POSSESSION SECURITY AGREEMENT**

**MARELLI AUTOMOTIVE LIGHTING FRANCE  
S.A.S.**

as a Grantor

By: \_\_\_\_\_

Name: Bernard Felsenburg

Title: *Président*

**SENIOR SECURED DEBTOR-IN-POSSESSION SECURITY AGREEMENT**

**AUTOMOTIVE LIGHTING UK  
LIMITED**

as a Grantor

By: \_\_\_\_\_  
Name:  
Title:



**SENIOR SECURED DEBTOR-IN-POSSESSION SECURITY AGREEMENT**

**MARELLI ESPAÑA, S.A.U.**

as a Grantor

By: \_\_\_\_\_

Name:

Title:

**SENIOR SECURED DEBTOR-IN-POSSESSION SECURITY AGREEMENT**

**MARELLI YOKOHAMA K.K.**

as a Grantor

By: \_\_\_\_\_

Name: Kenji Takagi

Title: Representative Director

**SENIOR SECURED DEBTOR-IN-POSSESSION SECURITY AGREEMENT**

For the purposes of Article 1.203 of the Civil Code, each Romanian Grantor hereby expressly acknowledges and accepts Clauses 2 (*Grant of Security Interest; Perfection*), 3 (*Representation and Warranties*), 4 (*Covenants*), 5 (*Remedial Provisions*), 6 (*The Security Interests*), 7 (*Miscellaneous*), as well as each and every provision of this Security Agreement providing: A) in favour of the Lenders, the Secured Parties or the Security Agent: (i) limitations of liability, (ii) the right to unilaterally terminate the Security Agreement, (iii) the right to suspend the performance of its obligations; or B) in respect of the Romanian Grantor: (i) the loss of rights, (ii) the loss of benefit of term, (iii) the limitation of the right to raise exceptions, (iv) the limitation of the right to contract with third parties, (v) silent prolongation of the Security Agreement, (vi) the applicable law, (vii) dispute resolution clauses or provisions derogating from competent courts' jurisdiction rules.

**MARELLI CLUJ ROMANIA S.R.L.**

as a Grantor

By: \_\_\_\_\_

Name: Bancone Nicola

Title: Director

By: \_\_\_\_\_

Name: Gozzo Andrea

Title: Director

**SENIOR SECURED DEBTOR-IN-POSSESSION SECURITY AGREEMENT**

**MARELLI FRANCE S.A.S.**

as a Grantor

By: \_\_\_\_\_

Name: Pasquale Barilla

Title: *Président*

**SENIOR SECURED DEBTOR-IN-POSSESSION SECURITY AGREEMENT**

**MARELLI SOPHIA ANTIPOLIS FRANCE S.A.S.**  
as a Grantor

By: \_\_\_\_\_  
Name: Gianpaolo Luigi Accossato  
Title: *Président*

**SENIOR SECURED DEBTOR-IN-POSSESSION SECURITY AGREEMENT**

**MAGNETI MARELLI DO BRASIL  
INDUSTRIA E COMERCIO SA,**  
as a Grantor

As witnesses

By: \_\_\_\_\_  
Name:

By: \_\_\_\_\_  
Name:



**SENIOR SECURED DEBTOR-IN-POSSESSION SECURITY AGREEMENT**

**MARELLI SMART ME UP S.A.S.**

as a Grantor

By: \_\_\_\_\_

Name: Gianpaolo Luigi Accossato

Title: *Président*

**SENIOR SECURED DEBTOR-IN-POSSESSION SECURITY AGREEMENT**

**MARELLI AFTERMARKET GERMANY  
GMBH**

as a Grantor

By: \_\_\_\_\_

Name:

Title: Managing Director (*Geschäftsführer*)

By: \_\_\_\_\_

Name:

Title: Managing Director (*Geschäftsführer*)

**SENIOR SECURED DEBTOR-IN-POSSESSION SECURITY AGREEMENT**

**MARELLI AFTERMARKET SPAIN,  
S.L.U.**  
as a Grantor

By: \_\_\_\_\_  
Name:  
Title:

**SENIOR SECURED DEBTOR-IN-POSSESSION SECURITY AGREEMENT**

**MARELLI COFAP DO BRASIL LTDA.**

as a Grantor

As witnesses

By: \_\_\_\_\_  
Name:

By: \_\_\_\_\_  
Name:

**SENIOR SECURED DEBTOR-IN-POSSESSION SECURITY AGREEMENT**

**MARELLI MOROCCO LLC**

as a Grantor

By: \_\_\_\_\_  
Name:  
Title:

**SENIOR SECURED DEBTOR-IN-POSSESSION SECURITY AGREEMENT**

**MARELLI SISTEMAS AUTOMOTIVOS  
INDUSTRIA E COMERCIO BRASIL  
LTDA.**

as a Grantor  
As witnesses

By: \_\_\_\_\_  
Name:

By: \_\_\_\_\_  
Name:



**SENIOR SECURED DEBTOR-IN-POSSESSION SECURITY AGREEMENT**

**MARELLI RIDE DYNAMICS  
MÉXICO S. DE R.L. DE C.V.**

as a Grantor

By: \_\_\_\_\_  
Name:  
Title:

**SENIOR SECURED DEBTOR-IN-POSSESSION SECURITY AGREEMENT**

**MARELLI INDUSTRIA E COMERCIO  
DE COMPONENTES AUTOMOTIVOS  
BRASIL LTDA.**

as a Grantor

As Witnesses

By: \_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_

**SENIOR SECURED DEBTOR-IN-POSSESSION SECURITY AGREEMENT**

**Security Agent**

**GLAS USA LLC**

[●]

By: \_\_\_\_\_  
Name: *[Print signatory's name]*  
Title: *[Print title of signatory]*

**SCHEDULE 1****PART 1 – Grantor**

<b>Company Name</b>	<b>Address</b>
Marelli North America, Inc.	1 Calsonic Way, Shelbyville, TN 37160
MARELLI TENNESSEE USA LLC	181 Bennett Drive, Pulaski, Tennessee 38478
Marelli Automotive Lighting USA LLC	26555 Northwestern Highway, Southfield, Michigan 48033
MARELLI NORTH CAROLINA USA LLC	2101 Nash Street, Sanford, North Carolina 27330
Marelli Holding USA, LLC	26555 Northwestern Highway, Southfield, Michigan 48033
Marelli Conjuntos de Escape Argentina S.A.	Carlos María della Paolera 297, 24th floor, City of Buenos Aires (C1001ADA), Argentina
Marelli Repuestos Argentina S.A.	Carlos María della Paolera 297, 25th floor, City of Buenos Aires (C1001ADA), Argentina
Magneti Marelli Argentina S.A.	Carlos María della Paolera 297, 25th floor, City of Buenos Aires (C1001ADA), Argentina
Marelli Sistemas Automotivos Industria e Comercio Brasil Ltda.	Avenida João César de Oliveira nº 6.261, Galpão 02, Centro, Contagem – MG, CEP 32040-000
Marelli Industria e Comercio De Componentes Automotivos Brasil Ltda.	Rodovia BR 10 1 Norte s/n, Km 13 ao 15, Galpão SP.03 cj. 01, Nova Goiana, Goiana - PE, CEP 55900-000
Marelli Cofap do Brasil Ltda.	Avenida Manoel da Nóbrega, nº 196, Capuava, Cidade de Mauá, Estado de São Paulo, CEP 09380-120
Magneti Marelli do Brasil Indústria e Comércio Ltda.	Avenida da Emancipação nº 801, Jardim Santa Rita de Cássia, Município de Hortolândia, Estado de São Paulo, CEP 13186-410
Marelli do Brasil Industria e Comercio Ltda.	Cidade de Queluz, Estado de São Paulo, na Rua Dr. Antônio de Carvalho Brandão, nº 162, Box 04, bairro Nova Queluz, CEP 12800-000
Marelli Automotive Components (Wuhu) Co., Ltd.	No.5 Shangzha Road, Qiaobei Industrial Zone, Wuhu Economic & Technological Development Area, Wuhu City, Anhui Province, the People's Republic of China
Marelli Automotive Components (Wuxi) Corp.	No. 17, Xinrong Road, Wuxi, National Hi-tech Industrial Development Zone, Jiangsu, 214112, China
Marelli Automotive Electronics (Guangzhou) Co., Ltd.	No 2, Yong Li Road, Huadu District, Guangzhou City, Guangdong Province, the People's Republic of China

Marelli Automotive Chassis System (Guangzhou) Co., Ltd.	Plant Building, Block B, No.9 Nanjiangsan, Nansha District, Guangzhou City, Guangdong Province, the People's Republic of China
Marelli Automotive Components (Guangzhou) Corp.	Dongfeng Avenue, Automobile City, Huadu District, Guangzhou, 510800, China
Marelli Automotive Lighting (Foshan) Co., Ltd.	Plant 1, No. 16, Phoenix Boulevard, Nanhai National Ecological Industry Model Park, Danzao Town, Nanhai District, Foshan City, Guangdong Province, the People's Republic of China
Marelli (Guangzhou) Corporation	18, Dongfeng Road, Automobile City, Huadu District, Guangzhou, 510800, China
Marelli China Holding Company	5th Floor, Building 1, No 685 Jujin Road, China (Shanghai) Pilot Free Trade Zone, the People's Republic of China
Marelli (China) Co., Ltd	1 <sup>st</sup> and 5th Floors, Building 1, No.685 Jujin Road, China (Shanghai) Pilot Free Trade Zone, the People's Republic of China
Marelli (Xiang Yang) Corporation	Assembly Workshop of Dongfeng Nissan Xiangyang Plant, No. 5 Dongfeng Motor Avenue, Xiangyang High and New Technology Development Zone, Hubei, 441004, China
Marelli Engineering (Shanghai) Co., Ltd.	5th Floor, Building 1, No 685 Jujin Road, China (Shanghai) Pilot Free Trade Zone, the People's Republic of China
Marelli R&D Co., Limited	5th Floor, Building 1, No 685 Jujin Road, China (Shanghai) Pilot Free Trade Zone, the People's Republic of China
Calsonic Kansei (Shanghai) Corp	5th Floor, Building 1, No 685 Jujin Road, China (Shanghai) Pilot Free Trade Zone, the People's Republic of China
Marelli Tooling (Guangzhou) Corporation	Dongfeng Road, Automobile City, Huadu District, Guangzhou, 510800, China
Marelli International Trading (Shanghai) Co., Ltd.	3rd Floor, Building 1, No 685 Jujin Road, China (Shanghai) Pilot Free Trade Zone, the People's Republic of China
Marelli Powertrain (Hefei) Co., Ltd.	No 108, Ning Xi Road, Bai Yan Technical Park of Hefei Hi-tech Zone, Hefei City, Anhui Province, the People's Republic of China
Marelli Business Service (Dalian) Co., Ltd	6 Floor, Building 16, No.269 Wuyi Road, Sha Hekou District, Dalian, China
Marelli Automotive Lighting Jihlava (Czech Republic) s.r.o.	Pávov 113, Jihlava 58601, Czech Republic
Marelli France S.A.S.	5/7 Rue Albert Einstein ZA de Trappes Elancourt 78190 Trappes
Marelli Automotive Lighting France S.a.s.	9, Rue Albert Berner 89330 Saint-Julien-du-Sault

Marelli Argentan France S.a.s.	N° 9 à 11, 9 rue Maurice Ravel CS 10027, 61201 ARGENTAN Cedex
Marelli Sophia Antipolis France S.a.s.	2600 Route des Crêtes Gaia II Bâtiment D 06560 Valbonne
Marelli Smart Me up S.a.s.	17 Chemin des Pres, 38240 Meylan, France
Marelli EPT Strasbourg (France) S.a.s.	81 rue de la Rochelle - Strasbourg (67100)
Marelli Germany GmbH	Ludwig-Erhard-Straße 4, 72760 Reutlingen, Germany
Marelli Aftermarket Germany GmbH	Heinz-Nixdorf-Straße 4, 74172 Neckarsulm, Germany
Marelli Suspension Systems Italy S.p.A.	Viale Aldo Borletti, 61/63 - 20011 Corbetta (Milan), Italy
Marelli Aftermarket Italy S.p.A.	Viale Aldo Borletti, 61/63 - 20011 Corbetta (Milan), Italy
Marelli Europe S.p.A.	Viale Aldo Borletti, 61/63 - 20011 Corbetta (Milan), Italy
Marelli Automotive Lighting Italy S.p.A.	Via Cavallo, 18 - 10078 Venaria Reale (Turin), Italy
Marelli eAxle Torino S.r.l.	Corso Unione Sovietica, 600 – 10138, Torino (Turin), Italy
Marelli Corporation	2-19-4 Miyahara-Cho, Kita-ku, Saitama-city, Saitama 331-0812 Japan
Marelli Kyushu Corporation	111 Oaza-Waki, Usa-city, Oita 879-1135, Japan
Marelli Fukushima Corporation	5-1 Sumiyoshi, Nihonmatsu-city, Fukushima 964-0867, Japan
Marelli Yokohama K.K.	Shinyokohama Square Building, 13th floor, 3-12 Shinyokohama 2-chome, Kohoku-ku, Yokohama, Kanagawa, Japan
Marelli Holdings Co., Ltd.	2-19-4 Miyahara-Cho, Kita-ku, Saitama-city, Saitama 331-0812 Japan
Marelli Iwashiro Corporation	65-1 Aza-Hiraishida, Higashiniidono, Nihonmatsu-city, Fukushima 964-0301 Japan
Marelli Aftersales Co., Ltd.	2-19-4 Miyahara-Cho, Kita-ku, Saitama-city, Saitama 331-0812 Japan
Marelli Business Services Corporation	2-19-4 Miyahara-Cho, Kita-ku, Saitama-city, Saitama 331-0812 Japan
Marelli Mexicana, S.A. de C.V.	Av. San Francisco De Los Romo, 401 Parque Industrial San Francisco, San Francisco De Los Romo, Ags. C.P.20304, Mexico
Marelli Automotive Lighting Juárez México, S.A de C.V.	Ave del Charro 1750 Nte. Partido Escobedo 32330 Cd. Juárez, Chih., Mexico
Marelli Global Business Services América, S. de R.L. de C.V.	Calle Lic. Manuel Gomez Morin S/N, Colonia Barrio La Estación, Complejo Ferrocarrilero Tres Centurias, Aguascalientes Mexico CP 20259



Marelli Ride Dynamics México, S. de R.L. de C.V.	Avenida de la Industria 20 y 21, Fraccionamiento Industrial el Trébol, Tepotzotlán, Estado de México, C.P. 54600
Marelli Toluca México, S. de R.L. de C.V.	Avenida de la Industria 20 y 21, Fraccionamiento Industrial el Trébol, Tepotzotlán, Estado de México, C.P. 54600
CK Trading de México, S. de R.L. de C.V.	Av. San Francisco De Los Romo, 401 Parque Industrial San Francisco, San Francisco De Los Romo, Ags. C.P.20304, Mexico
Marelli Automotive Lighting Tepotzotlán México, S. de R.L. de C.V.	Avenida de la Industria 21, Fraccionamiento Industrial el Trébol, Tepotzotlán, Estado de México, C.P. 54600
Marelli Cabin Comfort Mexicana, S.A. de C.V.	Av. San Francisco De Los Romo, 401 Parque Industrial San Francisco, San Francisco De Los Romo, Ags. C.P.20304, Mexico
Marelli Cabin Comfort Trading de México, S. de R.L. de C.V.	Av. San Francisco De Los Romo, 401 Parque Industrial San Francisco, San Francisco De Los Romo, Ags. C.P.20304, Mexico
MARELLI MOROCCO LLC SARL	Lot n°146, Zone Franche Tanger Automotive City , Commune Jouamaa Province Fahs-Anjra, Tangier, Morocco
Marelli Sosnowiec Poland spółka z ograniczoną odpowiedzialnością	Sosnowiec, at ul. Gen. Zaruskiego 11, 41-200 Sosnowiec, Poland
Marelli Bielsko-Biała Poland spółka z ograniczoną odpowiedzialnością	Bielsko-Biała, at ul. Grażyńskiego 141, 43-300 Bielsko-Biała, Poland
Marelli Aftermarket Poland spółka z ograniczoną odpowiedzialnością	Katowice, at ul. Plac Pod Lipami 5, 40-476 Katowice, Poland
Marelli Ploiesti Romania S.R.L.	Industrial Park Ploiesti, Conului Street, No 7, Ploiesti, 100213, Romania
Marelli Cluj Romania S.R.L.	53B Alexandru Vaida Voevod Street, United Business Center – Iulius Building, 4 <sup>th</sup> floor, commercial center Iulius Mall Cluj, Cluj-Napoca, Romania
Marelli España S.A.U.	Cami Collsabadell, 08450 Llinars del Valles, Barcelona Spain
Marelli Aftermarket Spain S.L.U.	Cami Collsabadell, 08450 Llinars del Valles, Barcelona Spain
Marelli Automotive Systems UK Limited	Llethri Road, Llanelli, Carmarthenshire, Wales, SA14 8HU, United Kingdom
Automotive Lighting UK Limited	Llethri Road, Llanelli, Carmarthenshire, Wales, SA14 8HU, United Kingdom
Marelli Automotive Systems Europe plc	Llethri Road, Llanelli, Carmarthenshire, Wales, SA14 8HU, United Kingdom

**PART 2 – Security Agent**

Company Name	Address
GLAS USA LLC	

**SCHEDULE 2****Schedule 2(a)****Legal Name, Chief Executive Office, Type and Jurisdiction of Organization of the Grantor(s)**

<b><u>Legal Name</u></b>	<b><u>Type of Organization</u></b>	<b><u>Chief Executive Office</u></b>	<b><u>Jurisdiction of Incorporation or Organization</u></b>
Marelli North America, Inc.	Corporation	1 Calsonic Way, Shelbyville, TN 37160	Tennessee, USA
MARELLI TENNESSEE USA LLC	Limited Liability Company	181 Bennett Drive, Pulaski, Tennessee 38478	Michigan, USA
Marelli Automotive Lighting USA LLC	Limited Liability Company	26555 Northwestern Highway, Southfield, Michigan 48033	Delaware, USA
MARELLI NORTH CAROLINA USA LLC	Limited Liability Company	2101 Nash Street, Sanford, North Carolina 27330	Delaware, USA
Marelli Holding USA, LLC	Limited Liability Company	26555 Northwestern Highway, Southfield, Michigan 48033	Delaware, USA
Marelli Conjuntos de Escape Argentina S.A.	Corporation ( <i>sociedad anónima</i> )	Carlos María della Paolera 297, 24th floor, City of Buenos Aires (C1001ADA), Argentina	Argentina
Marelli Repuestos Argentina S.A.	Corporation ( <i>sociedad anónima</i> )	Carlos María della Paolera 297, 25th floor, City of Buenos Aires (C1001ADA), Argentina	Argentina
Magneti Marelli Argentina S.A.	Corporation ( <i>sociedad anónima</i> )	Carlos María della Paolera 297, 25th floor, City of Buenos Aires (C1001ADA), Argentina	Argentina
Marelli Sistemas Automotivos Industria e Comercio Brasil Ltda.	<i>Limitada</i> (Limited Liability Company)	Avenida João César de Oliveira nº 6.261, Galpão 02, Centro, Contagem – MG, CEP 32040-000	Brazil
Marelli Industria e Comercio De Componentes	<i>Limitada</i> (Limited Liability Company)	Rodovia BR 10 1 Norte s/n, Km 13 ao 15, Galpão SP.03 cj. 01,	Brazil

Automotivos Brasil Ltda.		Nova Goiana, Goiana - PE, CEP 55900-000 Avenida Manoel da Nóbrega, nº 196, Capuava, Cidade de Mauá, Estado de São Paulo, CEP 09380-120	
Marelli Cofap do Brasil Ltda.	<i>Limitada</i> (Limited Liability Company)	Avenida da Emancipação nº 801, Jardim Santa Rita de Cássia, Município de Hortolândia, Estado de São Paulo, CEP 13186-410	Brazil
Magneti Marelli do Brasil Indústria e Comércio Ltda.	<i>Limitada</i> (Limited Liability Company)	Cidade de Queluz, Estado de São Paulo, na Rua Dr. Antônio de Carvalho Brandão, nº 162, Box 04, bairro Nova Queluz, CEP 12800-000	Brazil
Marelli do Brasil Industria e Comercio Ltda.	<i>Limitada</i> (Limited Liability Company)	No.5 Shangzha Road, Qiaobei Industrial Zone, Wuhu Economic & Technological Development Area, Wuhu City, Anhui Province, the People's Republic of China	Brazil
Marelli Automotive Components (Wuhu) Co., Ltd.	Wholly Foreign-Owned Enterprise, Limited Liability Company	No. 17, Xinrong Road, Wuxi, National Hi-tech Industrial Development Zone, Jiangsu, 214112, China	China
Marelli Automotive Components (Wuxi) Corp.	Foreign Invested and Non-Wholly-Owned, Limited Liability Company	No 2, Yong Li Road, Huadu District, Guangzhou City, Guangdong Province, the People's Republic of China	China
Marelli Automotive Electronics (Guangzhou) Co., Ltd.	Wholly Foreign-Owned Enterprise, Limited Liability Company	Plant Building, Block B, No.9 Nanjiangsan, Nansha District, Guangzhou City, Guangdong Province,	China
Marelli Automotive Chassis System (Guangzhou) Co., Ltd.	Wholly Foreign-Owned Enterprise, Limited Liability Company		China

Marelli Automotive Components (Guangzhou) Corp.	Wholly Foreign-Owned Enterprise, Limited Liability Company	the People's Republic of China Dongfeng Avenue, Automobile City, Huadu District, Guangzhou, 510800, China	China
Marelli Automotive Lighting (Foshan) Co., Ltd.	Wholly Foreign-Owned Enterprise, Limited Liability Company	Plant 1, No. 16, Phoenix Boulevard, Nanhai National Ecological Industry Model Park, Danzao Town, Nanhai District, Foshan City, Guangdong Province, the People's Republic of China	China
Marelli (Guangzhou) Corporation	Wholly Foreign-Owned Enterprise, Limited Liability Company	18, Dongfeng Road, Automobile City, Huadu District, Guangzhou, 510800, China	China
Marelli China Holding Company	Corporation	5th Floor, Building 1, No 685 Jujin Road, China (Shanghai) Pilot Free Trade Zone, the People's Republic of China	China
Marelli (China) Co., Ltd	Wholly Foreign-Owned Enterprise, Limited Liability Company	1 <sup>st</sup> and 5th Floors, Building 1, No.685 Jujin Road, China (Shanghai) Pilot Free Trade Zone, the People's Republic of China	China
Marelli (Xiang Yang) Corporation	Wholly Foreign-Owned Enterprise, Limited Liability Company	Assembly Workshop of Dongfeng Nissan Xiangyang Plant, No. 5 Dongfeng Motor Avenue, Xiangyang High and New Technology Development Zone, Hubei, 441004, China	China

Marelli Engineering (Shanghai) Co., Ltd.	Wholly Foreign-Owned Enterprise, Limited Liability Company	5th Floor, Building 1, No 685 Jujin Road, China (Shanghai) Pilot Free Trade Zone, the People's Republic of China	China
Marelli R&D Co., Limited	Wholly Foreign-Owned Enterprise, Limited Liability Company	5th Floor, Building 1, No 685 Jujin Road, China (Shanghai) Pilot Free Trade Zone, the People's Republic of China	China
Calsonic Kansei (Shanghai) Corp	Wholly Foreign-Owned Enterprise, Limited Liability Company	5th Floor, Building 1, No 685 Jujin Road, China (Shanghai) Pilot Free Trade Zone, the People's Republic of China	China
Marelli Tooling (Guangzhou) Corporation	Wholly Foreign-Owned Enterprise, Limited Liability Company	Dongfeng Road, Automobile City, Huadu District, Guangzhou, 510800, China	China
Marelli International Trading (Shanghai) Co., Ltd.	Wholly Foreign-Owned Enterprise, Limited Liability Company	3rd Floor, Building 1, No 685 Jujin Road, China (Shanghai) Pilot Free Trade Zone, the People's Republic of China	China
Marelli Powertrain (Hefei) Co., Ltd.	Wholly Foreign-Owned Enterprise, Limited Liability Company	No 108, Ning Xi Road, Bai Yan Technical Park of Hefei Hi-tech Zone, Hefei City, Anhui Province, the People's Republic of China	China
Marelli Business Service (Dalian) Co., Ltd	Wholly Foreign-Owned Enterprise, Limited Liability Company	6 Floor, Building 16, No.269 Wuyi Road, Sha Hekou District, Dalian, China	China
Marelli Automotive Lighting Jihlava (Czech Republic) s.r.o.	Private Limited Liability Company	Pávov 113, Jihlava 58601, Czech Republic	Czech Republic
Marelli France S.A.S.	<i>Société par actions simplifiée</i>	5/7 Rue Albert Einstein ZA de Trappes Elancourt 78190 Trappes	France



Marelli Automotive Lighting France S.a.s.	<i>Société par actions simplifiée</i>	9,Rue Albert Berner 89330 Saint-Julien-du-Sault	France
Marelli Argentan France S.a.s.	<i>Société par actions simplifiée</i>	N° 9 à 11, 9 rue Maurice Ravel CS 10027, 61201 ARGENTAN Cedex	France
Marelli Sophia Antipolis France S.a.s.	<i>Société par actions simplifiée</i>	2600 Route des Crêtes Gaia II Bâtiment D 06560 Valbonne	France
Marelli Smart Me up S.a.s.	<i>Société par actions simplifiée</i>	17 Chemin des Pres, 38240 Meylan, France	France
Marelli EPT Strasbourg (France) S.a.s.	<i>Société par actions simplifiée</i>	81 rue de la Rochelle - Strasbourg (67100)	France
Marelli Germany GmbH	Limited Liability Company ( <i>Gesellschaft mit beschränkter Haftung</i> )	Ludwig-Erhard-Straße 4, 72760 Reutlingen, Germany	Germany
Marelli Aftermarket Germany GmbH	Limited Liability Company ( <i>Gesellschaft mit beschränkter Haftung</i> )	Heinz-Nixdorf-Straße 4, 74172 Neckarsulm, Germany	Germany
Marelli Suspension Systems Italy S.p.A.	Joint Stock Company	Viale Aldo Borletti, 61/63 - 20011 Corbetta (Milan), Italy	Republic of Italy
Marelli Aftermarket Italy S.p.A.	Joint Stock Company	Viale Aldo Borletti, 61/63 - 20011 Corbetta (Milan), Italy	Republic of Italy
Marelli Europe S.p.A.	Joint Stock Company	Viale Aldo Borletti, 61/63 - 20011 Corbetta (Milan), Italy	Republic of Italy
Marelli Automotive Lighting Italy S.p.A.	Joint Stock Company	Via Cavallo, 18 - 10078 Venaria Reale (Turin), Italy	Republic of Italy
Marelli eAxle Torino S.r.l.	Limited Liability Company	Corso Unione Sovietica, 600 – 10138, Torino (Turin), Italy	Republic of Italy
Marelli Corporation	Corporation	2-19-4 Miyahara-Cho, Kita-ku, Saitama-city, Saitama 331-0812 Japan	Japan
Marelli Kyushu Corporation	Corporation	111 Oaza-Waki, Usa- city, Oita 879-1135, Japan	Japan
Marelli Fukushima Corporation	Corporation	5-1 Sumiyoshi, Nihonmatsu-city,	Japan

Marelli Yokohama K.K.	Corporation	Fukushima 964-0867, Japan Shinyokohama Square Building, 13th floor, 3- 12 Shinyokohama 2- chome, Kohoku-ku, Yokohama, Kanagawa, Japan	Japan
Marelli Holdings Co., Ltd.	Corporation	2-19-4 Miyahara-Cho, Kita-ku, Saitama-city, Saitama 331-0812 Japan	Japan
Marelli Iwashiro Corporation	Corporation	65-1 Aza-Hiraishida, Higashiniidono, Nihonmatsu-city, Fukushima 964-0301 Japan	Japan
Marelli Aftersales Co., Ltd.	Corporation	2-19-4 Miyahara-Cho, Kita-ku, Saitama-city, Saitama 331-0812 Japan	Japan
Marelli Business Services Corporation	Corporation	2-19-4 Miyahara-Cho, Kita-ku, Saitama-city, Saitama 331-0812 Japan	Japan
Marelli Mexicana, S.A. de C.V.	<i>Sociedad Anónima de Capital Variable (Company)</i>	Av. San Francisco De Los Romo, 401 Parque Industrial San Francisco, San Francisco De Los Romo, Ags. C.P.20304, Mexico	Mexico
Marelli Automotive Lighting Juárez México, S.A de C.V.	<i>Sociedad Anónima de Capital Variable (Company)</i>	Ave del Charro 1750 Nte. Partido Escobedo 32330 Cd. Juárez, Chih., Mexico	Mexico
Marelli Global Business Services América, S. de R.L. de C.V.	<i>Sociedad de Responsabilidad Limitada de Capital Variable (Limited Liability Company)</i>	Calle Lic. Manuel Gomez Morin S/N, Colonia Barrio La Estación, Complejo Ferrocarriero Tres Centurias, Aguascalientes Mexico CP 20259	Mexico

Marelli Ride Dynamics México, S. de R.L. de C.V.	<i>Sociedad de Responsabilidad Limitada de Capital Variable</i> (Limited Liability Company)	Avenida de la Industria 20 y 21, Fraccionamiento Industrial el Trébol, Tepotzotlán, Estado de México, C.P. 54600	Mexico
Marelli Toluca México, S. de R.L. de C.V.	<i>Sociedad de Responsabilidad Limitada de Capital Variable</i> (Limited Liability Company)	Avenida de la Industria 20 y 21, Fraccionamiento Industrial el Trébol, Tepotzotlán, Estado de México, C.P. 54600	Mexico
CK Trading de México, S. de R.L. de C.V.	<i>Sociedad de Responsabilidad Limitada de Capital Variable</i> (Limited Liability Company)	Av. San Francisco De Los Romo, 401 Parque Industrial San Francisco, San Francisco De Los Romo, Ags. C.P.20304, Mexico	Mexico
Marelli Automotive Lighting Tepotzotlán México, S. de R.L. de C.V.	<i>Sociedad de Responsabilidad Limitada de Capital Variable</i> (Limited Liability Company)	Avenida de la Industria 21, Fraccionamiento Industrial el Trébol, Tepotzotlán, Estado de México, C.P. 54600	Mexico
Marelli Cabin Comfort Mexicana, S.A. de C.V.	<i>Sociedad Anónima de Capital Variable</i> (Company)	Av. San Francisco De Los Romo, 401 Parque Industrial San Francisco, San Francisco De Los Romo, Ags. C.P.20304, Mexico	Mexico
Marelli Cabin Comfort Trading de Mexico, S. de R.L. de C.V.	<i>Sociedad de Responsabilidad Limitada de Capital Variable</i> (Limited Liability Company)	Av. San Francisco De Los Romo, 401 Parque Industrial San Francisco, San Francisco De Los Romo, Ags. C.P.20304, Mexico	Mexico
MARELLI MOROCCO LLC SARL	Limited Liability Company	Lot n°146, Zone Franche Tanger Automotive City , Commune Jouamaa Province Fahs-Anjra, Tangier, Morocco	Morocco

Marelli Sosnowiec Poland spółka z ograniczoną odpowiedzialnością	Limited Liability Company	Sosnowiec, at ul. Gen. Zaruskiego 11, 41-200 Sosnowiec, Poland	Poland
Marelli Bielsko-Biała Poland spółka z ograniczoną odpowiedzialnością	Limited Liability Company	Bielsko-Biała, at ul. Grażyńskiego 141, 43- 300 Bielsko-Biała, Poland	Poland
Marelli Aftermarket Poland spółka z ograniczoną odpowiedzialnością	Limited Liability Company	Katowice, at ul. Plac Pod Lipami 5, 40-476 Katowice, Poland	Poland
Marelli Ploiesti Romania S.R.L.	Limited Liability Company	Industrial Park Ploiesti, Conului Street, No 7, Ploiesti, 100213, Romania	Romania
Marelli Cluj Romania S.R.L.	Limited Liability Company	53B Alexandru Vaida Voevod Street, United Business Center – Iulius Building, 4 <sup>th</sup> floor, commercial center Iulius Mall Cluj, Cluj-Napoca, Romania	Romania
Marelli España S.A.U.	Public Limited Company	Cami Collsabadell, 08450 Llinars del Valles, Barcelona Spain	Spain
Marelli Aftermarket Spain S.L.U.	Limited Liability Company	Cami Collsabadell, 08450 Llinars del Valles, Barcelona Spain	Spain
Marelli Automotive Systems UK Limited	Private Company Limited By Shares	Llethri Road, Llanelli, Carmarthenshire, Wales, SA14 8HU, United Kingdom	England and Wales
Automotive Lighting UK Limited	Private Company Limited By Shares	Llethri Road, Llanelli, Carmarthenshire, Wales, SA14 8HU, United Kingdom	England and Wales
Marelli Automotive Systems Europe plc	Public Company Limited By Shares	Llethri Road, Llanelli, Carmarthenshire, Wales, SA14 8HU, United Kingdom	England and Wales

**Schedule 2(b)****Other Names and Other Organizations to which the Grantor(s) became Successor, etc.**

<u>Grantor</u>	<u>Prior Name</u>	<u>Effective Date of Change</u>
Marelli Conjuntos de Escape Argentina S.A.	Magneti Marelli Conjuntos de Escape S.A.	September 5, 2024
Marelli Repuestos Argentina S.A.	Magneti Marelli Repuestos S.A.	September 5, 2024
Magneti Marelli do Brasil Indústria e Comércio Ltda.	Magneti Marelli do Brasil Indústria e Comércio S.A.	January 26, 2023
Marelli Automotive Components (Guangzhou) Corp.	Calsonic Kansei (Guangzhou) Automotive Electronics Co. / Calsonic Kansei (Guangzhou) Components Corporation	July 2020
Marelli (Guangzhou) Corporation	Calsonic Kansei (Guangzhou) Corporation / Calsonic Kansei (Guangzhou) Automotive Technology Co., Ltd.	July 2020
Marelli Tooling (Guangzhou) Corporation	Calsonic Kansei (Guangzhou) Tooling Center Corp / Calsonic Kansei (Guangzhou) Automotive Tooling Manufacturing Co., Ltd.	July 2020
Marelli EPT Strasbourg (France) S.a.s.	EPT Strasburg (France) S.A.S.	July 2, 2021
Marelli Germany GmbH	Marelli Electric Powertrain Cologne (Germany) GmbH	October 1, 2024
Marelli Germany GmbH	Marelli Automotive Lighting Brotterode (Germany) GmbH	October 7, 2024
Marelli Germany GmbH	Marelli Stuttgart (Germany) GmbH	October 7, 2024
Marelli Germany GmbH	Marelli Automotive Lighting Reutlingen (Germany) GmbH	October 7, 2024
Marelli Corporation	MM Holdings Japan Co., Ltd	November 1, 2020
Marelli Ride Dynamics México, S. de R.L. de C.V.	Magneti Marelli Promatcor Sistemi Sospensioni Mexicana, S. de R.L. de C.V.	August 6, 2020
Marelli Aftermarket Poland spółka z ograniczoną odpowiedzialnością	Magneti Marelli Aftermarket spółka z ograniczoną odpowiedzialnością	March 8, 2021
Marelli Ploiesti Romania S.R.L.	Calsonic Kansei Romania S.R.L.	2020
Marelli Cluj Romania S.R.L.	Magneti Marelli Automotive Cluj S.R.L.	2021

Marelli Aftermarket Spain S.L.U.	Howard Asset Management, S.L.U.	March 9, 2023
Marelli Aftermarket Spain S.L.U.	“Aftermarket” business	May 2, 2023
Marelli España, S.A.U.	Señalización y Accesorios del Automóvil Yorka, S.A.	July 6, 1983
Marelli España, S.A.U.	Automotive Lighting Rear Lamps, S.A.	Not disclosed
Marelli España, S.A.U.	Automotive Lighting Rear Lamps, S.A. / Magneti Marelli Tubos de Escape, S.L.U. / Magneti Marelli Electrónica, S.L.U.	June 26, 2008
Marelli España, S.A.U.	Magneti Marelli España, S.A.U.	June 26, 2008
Marelli España, S.A.U.	Magneti Marelli España, S.A.U. / Magneti Marelli Aftermarket, S.L.U.	July 19, 2011
Marelli España, S.A.U.	Magneti Marelli España, S.A.U. / Magneti Marelli Ibérica, S.A.U.	October 14, 2019
Marelli España, S.A.U.	Magneti Marelli España, S.A.U. / Marelli España, S.A.U.	January 21, 2020

**SCHEDULE 3****LIST OF SECURITIES ACCOUNTS, DEPOSIT ACCOUNTS, CHATTEL PAPER, LETTER-OF-CREDIT RIGHTS, CERTIFICATED SECURITIES, INSTRUMENTS, REAL ESTATE OWNED IN FEE AND COMMERCIAL TORT CLAIMS****Certificated Securities/Instruments**

<b>Grantor / Record Owner</b>	<b>Issuer</b>	<b>Number and Class of Shares</b>	<b>Percentage Owned by Grantor of Issued and Outstanding Shares</b>	<b>Certificate No.</b>	<b>Percentage Pledged</b>
Marelli Corporation	Marelli North America, Inc.	4,001 shares of common stock	100%	3	100%
Marelli North America, Inc.	Marelli Holding USA, LLC	10 units of membership interests	100%	3	100%
Marelli Europe S.p.A.	Marelli Suspension Systems Italy S.p.A.	37,622,179 ordinary shares of €1 each	100%	n. 1	100%
Marelli Europe S.p.A.	Marelli Aftermarket Italy S.p.A.	7,000,000 ordinary shares of €1 each	100%	n. 1	100%
Marelli Germany GmbH	Marelli Europe S.p.A.	250,500,601 ordinary shares of €1 each and 3,825,364 preference shares of €1 each	100%	n. 1 and n. 1/P	100%
Marelli Germany GmbH	Marelli Automotive Lighting Italy S.p.A.	12,000,000 of ordinary shares of €1 each	100%	n. 1	100%
Marelli Holdings Co., Ltd.	Marelli Corporation	267,791,216 shares of common stock	100%	A No. 002	100%
Marelli Corporation	Marelli Kyushu Corporation	132,000 shares of common stock	100%	A No. 0001	100%
Marelli Corporation	Marelli Fukushima Corporation	10,402 shares of common stock	100%	A No. 0001	100%



Marelli Europe S.p.A.	Marelli Yokohama K.K.	3,600 shares of common stock	100%	A No. 0001	100%
Marelli Corporation	Marelli Aftersales Co., Ltd.	1,800 ordinary shares	100%	A No. 0001 to No. 0440 B No.0001 to No.0020 B1 No. 0001 to No.0016	100%
Marelli Corporation	Marelli Business Services Corporation	80,000 ordinary shares	100%	A No. 0001	100%
Marelli North America, Inc.	Marelli Mexicana, S.A. de C.V.	70,590 shares of Series 1  348,939,335 shares of Series 2	100%	1 Serial number 1 to 70,590  1 Serial number 1 to 348,939,335	100%
Marelli Corporation	Marelli (Thailand) Co., Ltd.	849,993 shares	99.999%	00001-399993 400001-850000	100%
Marelli Corporation	Highly Marelli Holdings Co., Ltd.	9,584 of Ordinary Shares	40%	*6*, *7*, *8*, *9*, *11*, *12*, *13*, *17*, *18*, *19*	100%
Marelli Corporation	Marelli Engineering Yangon Co., Ltd.	479 shares	99.79%	001~199, 201~480	100%
Marelli Engineering (Shanghai) Co., Ltd.	Marelli Engineering Yangon Co., Ltd.	1 share	0.21%	200	100%
Marelli Corporation	Calsonic Kansei Korea Corporation	155,908 shares of common stock, total value of 7,795,400,000 Korean Won	84.87%	201~480	100%

**Securities Accounts**

None.

**Specified Deposit Accounts**

<b>Applicable Grantor</b>	<b>Bank Name</b>	<b>Account No</b>	<b>Currency</b>	<b>Bank Country</b>	<b>Specified Deposit Account [Yes/No]</b>
Magneti Marelli Argentina S.A.	Banco Santander	00720476005000100168	ARS	AR	No
Magneti Marelli Argentina S.A.	Citizens Bank	TBD	USD	US	No
Magneti Marelli Conjuntos de Escape S.A.	Banco Santander	00720476005000100090	ARS	AR	No
Magneti Marelli Conjuntos de Escape S.A.	Citizens Bank	TBD	USD	US	No
Magneti Marelli Repuestos S.A.	Banco Santander	00720476005000100052	ARS	AR	No
Magneti Marelli Repuestos S.A.	Citizens Bank	TBD	USD	US	No
Magneti Marelli do Brasil Industria e Comercio Ltda	Banco Santander	03377000001300065050	BRL	BR	No
Magneti Marelli do Brasil Industria e Comercio Ltda	Citizens Bank	TBD	USD	US	No
Marelli Cofap do Brasil Ltda	Banco do Brasil	001026590000000067504	BRL	BR	No

Marelli Cofap do Brasil Ltda	Bradesco	237008950000000774448	BRL	BR	No
Marelli Cofap do Brasil Ltda	Citibank	CITI99005143535420	EUR	IE	No
Marelli Cofap do Brasil Ltda	Citibank	CITI99005143535439	USD	IE	No
Marelli Cofap do Brasil Ltda	Banco Santander	03377000001300055800	BRL	BR	No
Marelli Cofap do Brasil Ltda	Banco do Brasil	001026590000000056057	BRL	BR	No
Marelli Cofap do Brasil Ltda	Banco Santander	02271000001300684550	BRL	BR	No
Marelli Cofap do Brasil Ltda	Banco Santander	03377000001300573120	BRL	BR	No
Marelli Cofap do Brasil Ltda	Banco Santander	02271000001301200560	BRL	BR	No
Marelli Cofap do Brasil Ltda	Citizens Bank	TBD	USD	US	No
Marelli do Brasil Industria e Comercio Ltda	Citibank	CITI99005142846481	EUR	IE	No
Marelli do Brasil Industria e Comercio Ltda	Citibank	CITI99005142846503	JPY	IE	No
Marelli do Brasil Industria e Comercio Ltda	Citibank	CITI99005142846511	USD	IE	No
Marelli do Brasil Industria e Comercio Ltda	Banco Santander	03689000001302374840	BRL	BR	No

Comercio Ltda					
Marelli do Brasil Industria e Comercio Ltda	Citizens Bank	TBD	USD	US	No
Marelli Industria e Comercio de Componentes Automotivos Brasil Ltda	Banco do Brasil	001026590000000055875	BRL	BR	No
Marelli Industria e Comercio de Componentes Automotivos Brasil Ltda	Citibank	CITI99005142469688	EUR	IE	No
Marelli Industria e Comercio de Componentes Automotivos Brasil Ltda	Citibank	CITI99005142469696	USD	IE	No
Marelli Industria e Comercio de Componentes Automotivos Brasil Ltda	Banco Santander	03689000001305846380	BRL	BR	No
Marelli Industria e Comercio de Componentes Automotivos Brasil Ltda	Banco Santander	03377000001300577380	BRL	BR	No
Marelli Industria e Comercio de Componentes Automotivos Brasil Ltda	Banco Santander	03377000001300578240	BRL	BR	No
Marelli Industria e Comercio de	Banco Santander	03377000001300578860	BRL	BR	No

Componentes Automotivos Brasil Ltda					
Marelli Industria e Comercio de Componentes Automotivos Brasil Ltda	Banco Santander	03377000001300577900	BRL	BR	No
Marelli Industria e Comercio de Componentes Automotivos Brasil Ltda	Banco Santander	03377000001300578550	BRL	BR	No
Marelli Industria e Comercio de Componentes Automotivos Brasil Ltda	Citizens Bank	TBD	USD	US	No
Marelli Sistemas Automotivos Industria e Comercio Brasil Ltda	Banco do Brasil	001026590000000021040	BRL	BR	No
Marelli Sistemas Automotivos Industria e Comercio Brasil Ltda	Bradesco	237008950000000819115	BRL	BR	No
Marelli Sistemas Automotivos Industria e Comercio Brasil Ltda	Citibank	CITI99005142468622	CHF	IE	No
Marelli Sistemas Automotivos Industria e Comercio Brasil Ltda	Citibank	CITI18500814673093	CNY	GB	No

Marelli Sistemas Automotivos Industria e Comercio Brasil Ltda	Citibank	CITI99005142468630	EUR	IE	No
Marelli Sistemas Automotivos Industria e Comercio Brasil Ltda	Citibank	CITI18500814673085	GBP	GB	No
Marelli Sistemas Automotivos Industria e Comercio Brasil Ltda	Citibank	CITI99005142468657	JPY	IE	No
Marelli Sistemas Automotivos Industria e Comercio Brasil Ltda	Citibank	CITI99005142468665	USD	IE	No
Marelli Sistemas Automotivos Industria e Comercio Brasil Ltda	Mizuho Bank	BR3661088183000010000002992C1	BRL	BR	No
Marelli Sistemas Automotivos Industria e Comercio Brasil Ltda	Banco Santander	03377000001301225440	BRL	BR	No
Marelli Sistemas Automotivos Industria e Comercio Brasil Ltda	Banco Santander	03377000001300035260	BRL	BR	No
Marelli Sistemas Automotivos Industria e	Banco Santander	03377000001300036120	BRL	BR	No

Comercio Brasil Ltda					
Marelli Sistemas Automotivos Industria e Comercio Brasil Ltda	Banco Santander	03377000001300032890	BRL	BR	No
Marelli Sistemas Automotivos Industria e Comercio Brasil Ltda	Banco Santander	03689000001305369720	BRL	BR	No
Marelli Sistemas Automotivos Industria e Comercio Brasil Ltda	Banco Santander	03377000001300027450	BRL	BR	No
Marelli Sistemas Automotivos Industria e Comercio Brasil Ltda	Banco Santander	03377000001300573050	BRL	BR	No
Marelli Sistemas Automotivos Industria e Comercio Brasil Ltda	Banco Santander	03377000001304906560	BRL	BR	No
Marelli Sistemas Automotivos Industria e Comercio Brasil Ltda	Banco Santander	03689000001300666680	BRL	BR	No
Marelli Sistemas Automotivos Industria e Comercio Brasil Ltda	Banco Santander	03377000001300066390	BRL	BR	No
Marelli Sistemas	Banco Santander	03689000001300666510	BRL	BR	No



Automotivos Industria e Comercio Brasil Ltda					
Marelli Sistemas Automotivos Industria e Comercio Brasil Ltda	Banco Santander	03689000001300666750	BRL	BR	No
Marelli Sistemas Automotivos Industria e Comercio Brasil Ltda	Citizens Bank	TBD	USD	US	No
Calsonic Kansei (Shanghai) Corporation	Mizuho Bank	H10772120085	CNY	CN	No
Calsonic Kansei (Shanghai) Corporation	Mizuho Bank	H10772201001	CNY	CN	No
Calsonic Kansei (Shanghai) Corporation	Mizuho Bank	H10772143208	CNY	CN	No
Calsonic Kansei (Shanghai) Corporation	Mizuho Bank	F15786044043	USD	CN	No
Calsonic Kansei (Shanghai) Corporation	Industrial and Commercial Bank of China	1001281219007033078	CNY	CN	Yes
Calsonic Kansei (Shanghai) Corporation	Citizens Bank	TBD	USD	US	No
Marelli (China) Co., Ltd	Mizuho Bank	H10772127706	CNY	CN	No
Marelli (China) Co., Ltd	Industrial and Commercial Bank of China	1001279909016265055	CNY	CN	Yes

Marelli (China) Co., Ltd	Industrial and Commercial Bank of China	1001279909188012092	EUR	CN	No
Marelli (China) Co., Ltd	Industrial and Commercial Bank of China	1001279909148012013	USD	CN	No
Marelli (China) Co., Ltd	Citizens Bank	TBD	USD	US	No
Marelli (Guangzhou) Corporation	Bank of China	640575021161	CNY	CN	No
Marelli (Guangzhou) Corporation	Bank of China	248179754518	CNY	CN	No
Marelli (Guangzhou) Corporation	Bank of China	301282039543	CNY	CN	No
Marelli (Guangzhou) Corporation	Mizuho Bank	40404500772122553	CNY	CN	No
Marelli (Guangzhou) Corporation	Mizuho Bank	40404500772152972	CNY	CN	No
Marelli (Guangzhou) Corporation	Mizuho Bank	H10772124432	CNY	CN	No
Marelli (Guangzhou) Corporation	Mizuho Bank	H10712107074	CNY	CN	No
Marelli (Guangzhou) Corporation	Mizuho Bank	F15712112812	JPY	CN	No
Marelli (Guangzhou) Corporation	Mizuho Bank	F15712013539	USD	CN	No
Marelli (Guangzhou) Corporation	Citizens Bank	TBD	USD	US	No
Marelli (Xiang Yang) Corporation	Bank of China	562558424076	CNY	CN	No
Marelli (Xiang Yang) Corporation	Mizuho Bank	H10772112273	CNY	CN	No

Marelli (Xiang Yang) Corporation	Citizens Bank	TBD	USD	US	No
Marelli Automotive Chassis System (Guangzhou) Co.,Ltd.	Bank of China	637974237399	CNY	CN	No
Marelli Automotive Chassis System (Guangzhou) Co.,Ltd.	Bank of China	721174846614	EUR	CN	No
Marelli Automotive Chassis System (Guangzhou) Co.,Ltd.	Mizuho Bank	H10772127707	CNY	CN	No
Marelli Automotive Chassis System (Guangzhou) Co.,Ltd.	Citizens Bank	TBD	USD	US	No
Marelli Automotive Components (Guangzhou) Corporation	Bank of China	554781061875	CNY	CN	No
Marelli Automotive Components (Guangzhou) Corporation	Bank of China	657475022959	CNY	CN	No
Marelli Automotive Components (Guangzhou) Corporation	Mizuho Bank	40404500772150962	CNY	CN	No
Marelli Automotive Components	Mizuho Bank	H10772124563	CNY	CN	No

(Guangzhou) Corporation					
Marelli Automotive Components (Guangzhou) Corporation	Mizuho Bank	H10712107082	CNY	CN	No
Marelli Automotive Components (Guangzhou) Corporation	Mizuho Bank	F15712112820	JPY	CN	No
Marelli Automotive Components (Guangzhou) Corporation	Mizuho Bank	F15712013547	USD	CN	No
Marelli Automotive Components (Guangzhou) Corporation	Citizens Bank	TBD	USD	US	No
Marelli Automotive Components (WUHU) Co Ltd	Bank of Communications	342006002018170241716	CNY	CN	Yes
Marelli Automotive Components (WUHU) Co Ltd	Bank of Communications	342006105386100000396	EUR	CN	No
Marelli Automotive Components (WUHU) Co Ltd	Bank of Communications	342006105276100000242	JPY	CN	No
Marelli Automotive Components (WUHU) Co Ltd	Bank of Communications	342006105146100002625	USD	CN	No
Marelli Automotive Components	Bank of China	181263249761	CNY	CN	Yes

(WUHU) Co Ltd					
Marelli Automotive Components (WUHU) Co Ltd	Bank of China	176763241140	EUR	CN	No
Marelli Automotive Components (WUHU) Co Ltd	Bank of China	175263252157	JPY	CN	No
Marelli Automotive Components (WUHU) Co Ltd	Bank of China	184263254779	USD	CN	No
Marelli Automotive Components (WUHU) Co Ltd	Mizuho Bank	H10772127715	CNY	CN	No
Marelli Automotive Components (WUHU) Co Ltd	Mizuho Bank	H10772127947	CNY	CN	No
Marelli Automotive Components (WUHU) Co Ltd	Industrial and Commercial Bank of China	1001279909024232971	CNY	CN	Yes
Marelli Automotive Components (WUHU) Co Ltd	Industrial and Commercial Bank of China	1001293529309583375	CNY	CN	No
Marelli Automotive Components (WUHU) Co Ltd	Industrial and Commercial Bank of China	1307018809200029550	CNY	CN	Yes
Marelli Automotive Components	Citizens Bank	TBD	USD	US	No

(WUHU) Co Ltd					
Marelli Automotive Components (Wuxi) Corporation	Bank of China	539176373966	CNY	CN	Yes
Marelli Automotive Components (Wuxi) Corporation	Mizuho Bank	40404500772153180	CNY	CN	No
Marelli Automotive Components (Wuxi) Corporation	Mizuho Bank	F15794700160	EUR	CN	No
Marelli Automotive Components (Wuxi) Corporation	Mizuho Bank	F15794100085	JPY	CN	No
Marelli Automotive Components (Wuxi) Corporation	Mizuho Bank	F15794000120	USD	CN	No
Marelli Automotive Components (Wuxi) Corporation	Citizens Bank	TBD	USD	US	No
Marelli Automotive Electronics (Guangzhou) Co. Ltd	Bank of China	457281185468	CNY	CN	No
Marelli Automotive Electronics (Guangzhou) Co. Ltd	Bank of China	444282239044	EUR	CN	No
Marelli Automotive Electronics	Bank of China	450782236346	USD	CN	No

(Guangzhou) Co. Ltd					
Marelli Automotive Electronics (Guangzhou) Co. Ltd	Mizuho Bank	H10772127752	CNY	CN	No
Marelli Automotive Electronics (Guangzhou) Co. Ltd	Industrial and Commercial Bank of China	3602177919100099996	CNY	CN	No
Marelli Automotive Electronics (Guangzhou) Co. Ltd	China Merchants Bank	121948125910001	CNY	CN	No
Marelli Automotive Electronics (Guangzhou) Co. Ltd	Citizens Bank	TBD	USD	US	No
Marelli Automotive Lighting (Foshan) Co. Ltd	Bank of China	636674444064	CNY	CN	No
Marelli Automotive Lighting (Foshan) Co. Ltd	Bank of China	687359354779	CNY	CN	Yes
Marelli Automotive Lighting (Foshan) Co. Ltd	Bank of China	663974743730	EUR	CN	No
Marelli Automotive Lighting (Foshan) Co. Ltd	Bank of China	726374741255	JPY	CN	No
Marelli Automotive Lighting	Bank of China	675674744282	USD	CN	No



(Foshan) Co. Ltd					
Marelli Automotive Lighting (Foshan) Co. Ltd	Mizuho Bank	H10772127749	CNY	CN	No
Marelli Automotive Lighting (Foshan) Co. Ltd	Citizens Bank	TBD	USD	US	No
Marelli Business Service (Dalian) Co., Ltd	Bank of China	306481435024	CNY	CN	Yes
Marelli Business Service (Dalian) Co., Ltd	Mizuho Bank	H10772127776	CNY	CN	No
Marelli Business Service (Dalian) Co., Ltd	Mizuho Bank	F15786038055	USD	CN	No
Marelli Business Service (Dalian) Co., Ltd	Citizens Bank	TBD	USD	US	No
Marelli China Holding Company	Bank of China	457259223990	CNY	CN	No
Marelli China Holding Company	Mizuho Bank	H10772150881	CNY	CN	No
Marelli China Holding Company	Mizuho Bank	H10772201011	CNY	CN	No
Marelli China Holding Company	Mizuho Bank	H10772153512	CNY	CN	No

Marelli China Holding Company	Mizuho Bank	F15786107126	JPY	CN	No
Marelli China Holding Company	Mizuho Bank	F15786076391	USD	CN	No
Marelli China Holding Company	Mizuho Bank	F15786048178	USD	CN	No
Marelli China Holding Company	Industrial and Commercial Bank of China	1001281219007032974	CNY	CN	Yes
Marelli China Holding Company	Citizens Bank	TBD	USD	US	No
Marelli Engineering (Shanghai) Co., Limited	Mizuho Bank	H10772158693	CNY	CN	No
Marelli Engineering (Shanghai) Co., Limited	Mizuho Bank	F15786121895	JPY	CN	No
Marelli Engineering (Shanghai) Co., Limited	Citizens Bank	TBD	USD	US	No
Marelli International Trading (Shanghai) Co., Ltd	Bank of China	779770025326	CNY	CN	No
Marelli International Trading (Shanghai) Co., Ltd	Bank of China	453360937022	CNY	CN	No
Marelli International Trading (Shanghai) Co., Ltd	Bank of China	436460790738	EUR	CN	No
Marelli International Trading	Bank of China	FTE787570024953	EUR	CN	No

(Shanghai) Co., Ltd					
Marelli International Trading (Shanghai) Co., Ltd	Bank of China	444260790723	USD	CN	No
Marelli International Trading (Shanghai) Co., Ltd	Mizuho Bank	H10772127716	CNY	CN	No
Marelli International Trading (Shanghai) Co., Ltd	Industrial and Commercial Bank of China	1001293529331391276	CNY	CN	No
Marelli International Trading (Shanghai) Co., Ltd	Citizens Bank	TBD	USD	US	No
Marelli Powertrain (Hefei) Co Ltd	Bank of China	182744851344	CNY	CN	No
Marelli Powertrain (Hefei) Co Ltd	Mizuho Bank	H10772127709	CNY	CN	No
Marelli Powertrain (Hefei) Co Ltd	Mizuho Bank	F15786702692	EUR	CN	No
Marelli Powertrain (Hefei) Co Ltd	Mizuho Bank	F15786064362	USD	CN	No
Marelli Powertrain (Hefei) Co Ltd	Citizens Bank	TBD	USD	US	No
Marelli R&D Co., Limited	Bank of China	446862532823	CNY	CN	Yes

Marelli R&D Co., Limited	Bank of China	444262544971	JPY	CN	No
Marelli R&D Co., Limited	Mizuho Bank	H10772115085	CNY	CN	No
Marelli R&D Co., Limited	Citizens Bank	TBD	USD	US	No
Marelli Tooling (Guangzhou) Corporation	Bank of China	639275020306	CNY	CN	No
Marelli Tooling (Guangzhou) Corporation	Mizuho Bank	40404500772152964	CNY	CN	No
Marelli Tooling (Guangzhou) Corporation	Mizuho Bank	F15712112846	JPY	CN	No
Marelli Tooling (Guangzhou) Corporation	Mizuho Bank	F15712013563	USD	CN	No
Marelli Tooling (Guangzhou) Corporation	Citizens Bank	TBD	USD	US	No
Marelli Automotive Lighting Jihlava (Czech Republic) S.R.O.	Citibank	26000000002552100105	CZK	CZ	No
Marelli Automotive Lighting Jihlava (Czech Republic) S.R.O.	Citibank	26000000002552100201	CZK	CZ	No
Marelli Automotive Lighting Jihlava (Czech Republic)	Citibank	26000000002552100308	EUR	CZ	No

Republic) S.R.O.					
Marelli Automotive Lighting Jihlava (Czech Republic) S.R.O.	Citibank	Z0356601600000128222014	EUR	IT	No
Marelli Automotive Lighting Jihlava (Czech Republic) S.R.O.	Citibank	CITI99005134801371	USD	IE	No
Marelli Automotive Lighting Jihlava (Czech Republic) S.R.O.	Československá obchodní banka	03001730400903632463	EUR	CZ	No
Marelli Automotive Lighting Jihlava (Czech Republic) S.R.O.	Československá obchodní banka	03000080100903632463	CZK	CZ	No
Marelli Automotive Lighting Jihlava (Czech Republic) S.R.O.	Citizens Bank	TBD	USD	US	No
Marelli Argentan France S.a.s.	Citibank	11689007000065883900473	EUR	FR	No
Marelli Argentan France S.a.s.	Citibank	Y0356601600000128221018	EUR	IT	No
Marelli Argentan France S.a.s.	Citibank	11689007000065883901249	EUR	FR	Yes

Marelli Argentan France S.a.s.	Citibank	CITI99005134800367	USD	IE	No
Marelli Argentan France S.a.s.	Citizens Bank	TBD	USD	US	No
Marelli Automotive Lighting France SAS	Citibank	11689007000065883700168	EUR	FR	No
Marelli Automotive Lighting France SAS	Citibank	11689007000065883702884	EUR	FR	Yes
Marelli Automotive Lighting France SAS	Citizens Bank	TBD	USD	US	No
Marelli EPT Strasbourg (France) S.a.S.	Unicredit	P0200809440000106425865	EUR	IT	No
Marelli EPT Strasbourg (France) S.a.S.	Unicredit	P0200809440000106425881	EUR	IT	Yes
Marelli EPT Strasbourg (France) S.a.S.	Crédit Industriel et Commercial	N/A	EUR	FR	No
Marelli EPT Strasbourg (France) S.a.S.	Citizens Bank	TBD	USD	US	No
Marelli France S.a.s.	Citibank	11689007000065883802406	EUR	FR	No
Marelli France S.a.s.	Citibank	11689007000065883803279	EUR	FR	Yes
Marelli France S.a.s.	Citibank	CITI99005134802386	JPY	IE	No
Marelli France S.a.s.	Citibank	11689007000065883800854	USD	FR	No
Marelli France S.a.s.	Societe Generale	30003036200002012323654	EUR	FR	No

Marelli France S.a.s.	Citizens Bank	TBD	USD	US	No
Marelli Smart Me up S.a.s.	Citibank	11689007000065889441210	EUR	FR	No
Marelli Smart Me up S.a.s.	Citizens Bank	TBD	USD	US	No
Marelli Sophia Antipolis France S.a.s.	Citibank	11689007000065884000286	EUR	FR	No
Marelli Sophia Antipolis France S.a.s.	Citizens Bank	TBD	USD	US	No
Marelli Aftermarket Germany GmbH	Citibank	502109000218100007	EUR	DE	No
Marelli Aftermarket Germany GmbH	Citizens Bank	TBD	USD	US	No
Marelli Germany GmbH	Citibank	CITI18500819142762	CNY	GB	No
Marelli Germany GmbH	Citibank	CITI18500819142770	CZK	GB	No
Marelli Germany GmbH	Citibank	S0356601600000128220011	EUR	IT	No
Marelli Germany GmbH	Citibank	CITI99005142370282	EUR	IE	No
Marelli Germany GmbH	Citibank	502109000218101003	EUR	DE	No
Marelli Germany GmbH	Citibank	502109000218101011	EUR	DE	Yes
Marelli Germany GmbH	Citibank	CITI99005133483953	EUR	IE	No



Marelli Germany GmbH	Citibank	G0356601600000128224017	EUR	IT	No
Marelli Germany GmbH	Citibank	502109000218098002	EUR	DE	No
Marelli Germany GmbH	Citibank	502109000218099009	EUR	DE	No
Marelli Germany GmbH	Citibank	502109000218099017	EUR	DE	No
Marelli Germany GmbH	Citibank	502109000220009157	EUR	DE	Yes
Marelli Germany GmbH	Citibank	CITI18500812446464	JPY	GB	No
Marelli Germany GmbH	Citibank	103015080000000823656000	PLN	PL	No
Marelli Germany GmbH	Citibank	CITI18500810698105	TRY	GB	No
Marelli Germany GmbH	Citibank	502109001218099005	USD	DE	No
Marelli Germany GmbH	Citibank	CITI99005134799350	USD	IE	No
Marelli Germany GmbH	Mizuho Bank	300207005978113000	EUR	DE	No
Marelli Germany GmbH	Citibank	CITI99005143712292	CHF	IE	Yes
Marelli Germany GmbH	Citizens Bank	TBD	USD	US	No
Marelli Aftermarket Italy S.p.A.	Citibank	I0356601600000127850011	EUR	IT	No
Marelli Aftermarket Italy S.p.A.	Citibank	W0356601600000127850038	EUR	IT	Yes

Marelli Aftermarket Italy S.p.A.	Citibank	CITI99005134798346	USD	IE	No
Marelli Aftermarket Italy S.p.A.	Unicredit	Y0200809440000003747294	EUR	IT	Yes
Marelli Aftermarket Italy S.p.A.	Citibank	11689007000066015021872	EUR	FR	No
Marelli Aftermarket Italy S.p.A.	Citizens Bank	TBD	USD	US	No
Marelli Automotive Lighting Italy S.p.A.	Citibank	F0356601600000127848017	EUR	IT	No
Marelli Automotive Lighting Italy S.p.A.	Citibank	I0356601600000127848025	EUR	IT	Yes
Marelli Automotive Lighting Italy S.p.A.	Citibank	CITI99005134797331	USD	IE	No
Marelli Automotive Lighting Italy S.p.A.	Unicredit	R0200809440000105453007	EUR	IT	Yes
Marelli Automotive Lighting Italy S.p.A.	Citizens Bank	TBD	USD	US	No
Marelli eAxe Torino S.r.l.	Unicredit	D0200809440000106425831	EUR	IT	No
Marelli eAxe Torino S.r.l.	Unicredit	I0200809440000106425836	EUR	IT	Yes
Marelli eAxe Torino S.r.l.	Citizens Bank	TBD	USD	US	No
Marelli Europe S.p.A.	Citibank	CITI18500819142959	CHF	GB	No
Marelli Europe S.p.A.	Citibank	CITI99005139137461	CHF	IE	No

Marelli Europe S.p.A.	Citibank	CITI18500810365424	CNY	GB	No
Marelli Europe S.p.A.	Citibank	CITI99005139135442	CNY	IE	No
Marelli Europe S.p.A.	Citibank	CITI18500819142967	CZK	GB	No
Marelli Europe S.p.A.	Citibank	CITI99005139137488	CZK	IE	No
Marelli Europe S.p.A.	Citibank	CITI18500819151850	EUR	GB	No
Marelli Europe S.p.A.	Citibank	K0356601600000127847029	EUR	IT	No
Marelli Europe S.p.A.	Citibank	K0356601600000127847037	EUR	IT	No
Marelli Europe S.p.A.	Citibank	K0356601600000127847045	EUR	IT	Yes
Marelli Europe S.p.A.	Citibank	CITI99005139137496	EUR	IE	No
Marelli Europe S.p.A.	Citibank	CITI18500819142932	GBP	GB	No
Marelli Europe S.p.A.	Citibank	CITI18500819142908	JPY	GB	No
Marelli Europe S.p.A.	Citibank	CITI99005139137518	JPY	IE	No
Marelli Europe S.p.A.	Citibank	CITI18500811801635	MAD	GB	No
Marelli Europe S.p.A.	Citibank	CITI18500819142924	MXN	GB	No
Marelli Europe S.p.A.	Citibank	CITI99005139137526	MXN	IE	No

Marelli Europe S.p.A.	Citibank	CITI18500819142916	PLN	GB	No
Marelli Europe S.p.A.	Citibank	CITI99005139137534	PLN	IE	No
Marelli Europe S.p.A.	Citibank	CITI99005139136457	RON	IE	No
Marelli Europe S.p.A.	Citibank	CITI18500811387618	RON	GB	No
Marelli Europe S.p.A.	Citibank	CITI99005139138557	SGD	IE	No
Marelli Europe S.p.A.	Citibank	CITI18500819142886	TRY	GB	No
Marelli Europe S.p.A.	Citibank	CITI99005139134438	TRY	IE	No
Marelli Europe S.p.A.	Citibank	CITI18500819142940	USD	GB	No
Marelli Europe S.p.A.	Citibank	CITI99005139137542	USD	IE	No
Marelli Europe S.p.A.	Mizuho Bank	PAR-EUR4004420003	EUR	IT	No
Marelli Europe S.p.A.	JP Morgan Chase Bank	CHAS93090379619686	EUR	IE	No
Marelli Europe S.p.A.	JP Morgan Chase Bank	CHAS93090379619689	MXN	IE	No
Marelli Europe S.p.A.	JP Morgan Chase Bank	CHAS93090379619697	USD	IE	No
Marelli Europe S.p.A.	Unicredit	J0200809440000004529036	EUR	IT	Yes
Marelli Europe S.p.A.	Banca Popolare di Sondrio	E056960100000003393X09	EUR	IT	No

Marelli Europe S.p.A.	Banca Popolare di Sondrio	00070584/76	EUR	IT	No
Marelli Europe S.p.A.	Banca Popolare di Sondrio	00032396/95	EUR	IT	No
Marelli Europe S.p.A.	Citizens Bank	TBD	USD	US	No
Marelli Suspension Systems Italy S.p.A.	Citibank	P0356601600000127852014	EUR	IT	No
Marelli Suspension Systems Italy S.p.A.	Citibank	S0356601600000127852022	EUR	IT	Yes
Marelli Suspension Systems Italy S.p.A.	Unicredit	V0200809440000105453035	EUR	IT	Yes
Marelli Suspension Systems Italy S.p.A.	Citizens Bank	TBD	USD	US	No
Marelli Aftersales Co., Ltd.	Mizuho Bank	00011001516094	JPY	JP	No
Marelli Aftersales Co., Ltd.	Citizens Bank	TBD	USD	US	No
Marelli Business Services Corporation	Mizuho Bank	00011000087567	JPY	JP	No
Marelli Business Services Corporation	Citizens Bank	TBD	USD	US	No
Marelli Corporation	Citibank	CITI99005142353906	EUR	IE	No
Marelli Corporation	Citibank	CITI18500814642120	GBP	GB	No
Marelli Corporation	Citibank	CITI99005142353914	JPY	IE	No

Marelli Corporation	Citibank	CITI99005142352896	RON	IE	No
Marelli Corporation	Citibank	CITI99005142353922	USD	IE	No
Marelli Corporation	Mizuho Bank	5657	CNY	JP	No
Marelli Corporation	Mizuho Bank	2026639	CNY	JP	No
Marelli Corporation	Mizuho Bank	5900626	EUR	JP	No
Marelli Corporation	Mizuho Bank	F10-741-806440	EUR	GB	No
Marelli Corporation	Mizuho Bank	5901916	GBP	JP	No
Marelli Corporation	Mizuho Bank	H10-741-089991	GBP	GB	No
Marelli Corporation	Mizuho Bank	8162789	JPY	JP	No
Marelli Corporation	Mizuho Bank	00011000097524	JPY	JP	No
Marelli Corporation	Mizuho Bank	5901878	USD	JP	No
Marelli Corporation	Mizuho Bank	H10-740-036168	USD	US	No
Marelli Corporation	MUFG Bank	1341419	JPY	JP	No
Marelli Corporation	Resona Bank	0538121	JPY	JP	No
Marelli Corporation	Sumitomo Mitsui Banking Corporation	1762610	JPY	JP	No
Marelli Corporation	Citizens Bank	TBD	USD	US	No
Marelli Fukushima Corporation	Mizuho Bank	00011001462377	JPY	JP	No
Marelli Fukushima Corporation	Citizens Bank	TBD	USD	US	No
Marelli Holdings Co., Ltd..	Citibank	CITI99005142351865	EUR	IE	No

Marelli Holdings Co., Ltd..	Citibank	CITI18500814642112	GBP	GB	No
Marelli Holdings Co., Ltd..	Citibank	CITI99005142351873	JPY	IE	No
Marelli Holdings Co., Ltd..	Citibank	CITI99005142351881	USD	IE	No
Marelli Holdings Co., Ltd..	Mizuho Bank	5900588	EUR	JP	No
Marelli Holdings Co., Ltd..	Mizuho Bank	5900596	EUR	JP	No
Marelli Holdings Co., Ltd..	Mizuho Bank	5900618	EUR	JP	No
Marelli Holdings Co., Ltd..	Mizuho Bank	5721071	JPY	JP	No
Marelli Holdings Co., Ltd..	Mizuho Bank	5721098	JPY	JP	No
Marelli Holdings Co., Ltd..	Mizuho Bank	00011005441846	JPY	JP	No
Marelli Holdings Co., Ltd..	Mizuho Bank	5744101	JPY	JP	No
Marelli Holdings Co., Ltd..	Mizuho Bank	5705785	JPY	JP	No
Marelli Holdings Co., Ltd..	Mizuho Bank	5705793	JPY	JP	No
Marelli Holdings Co., Ltd..	Mizuho Bank	000110013556286	JPY	JP	No
Marelli Holdings Co., Ltd..	Mizuho Bank	3556297	JPY	JP	No
Marelli Holdings Co., Ltd..	Mizuho Bank	5901096	USD	JP	No



Marelli Holdings Co., Ltd..	Citizens Bank	TBD	USD	US	No
Marelli Iwashiro Corporation	Mizuho Bank	00011005450179	JPY	JP	No
Marelli Iwashiro Corporation	Citizens Bank	TBD	USD	US	No
Marelli Kyushu Corporation	Mizuho Bank	00011000589071	JPY	JP	No
Marelli Kyushu Corporation	Citizens Bank	TBD	USD	US	No
Marelli Yokohama K.K.	Mizuho Bank	00011005478169	JPY	JP	No
Marelli Yokohama K.K.	Citizens Bank	TBD	USD	US	No
CK Trading de Mexico, S. de R.L. de C.V.	BBVA	0171344382	MXN	MX	No
CK Trading de Mexico, S. de R.L. de C.V.	BBVA	0171346288	USD	MX	No
CK Trading de Mexico, S. de R.L. de C.V.	JP Morgan Chase Bank	10012765	EUR	US	No
CK Trading de Mexico, S. de R.L. de C.V.	JP Morgan Chase Bank	77646132	MXN	MX	No
CK Trading de Mexico, S. de R.L. de C.V.	JP Morgan Chase Bank	658790701	USD	US	No
CK Trading de Mexico, S. de R.L. de C.V.	BBVA	2035916887	MXN	MX	No

CK Trading de Mexico, S. de R.L. de C.V.	Flagstar Bank	1505762602	USD	US	No
Marelli Automotive Lighting Juarez Mexico S.A de C.V.	JP Morgan Chase Bank	77645122	MXN	MX	No
Marelli Automotive Lighting Juarez Mexico S.A de C.V.	JP Morgan Chase Bank	192859434	USD	US	No
Marelli Automotive Lighting Juarez Mexico S.A de C.V.	BBVA	119201688	MXN	MX	No
Marelli Automotive Lighting Juarez Mexico S.A de C.V.	BBVA	11901610	MXN	MX	Yes
Marelli Automotive Lighting Juarez Mexico S.A de C.V.	Banco Nacional de México	7518924247	MXN	MX	No
Marelli Automotive Lighting Juarez Mexico S.A de C.V.	Banco Nacional de México	7522564392	USD	MX	No
Marelli Automotive Lighting Juarez Mexico S.A de C.V.	Flagstar Bank	1505762572	USD	US	No

Marelli Automotive Lighting Tepotzotlan Mexico S.de R.L. de C.V.	Flagstar Bank	1505762556	USD	US	No
Marelli Automotive Lighting Tepotzotlan Mexico S.de R.L. de C.V.	BBVA	012180001171406301	MXN	MX	Yes
Marelli Cabin Comfort Mexicana, S.A. de C.V.	Flagstar Bank	1505762580	USD	US	No
Marelli Cabin Comfort Trading de Mexico, S. de	Flagstar Bank	1505762599	USD	US	No
Marelli Global Business Services America S de RL de CV.	BBVA	0114643992	MXN	MX	No
Marelli Global Business Services America S de RL de CV.	JP Morgan Chase Bank	077646045	MXN	MX	No
Marelli Global Business Services America S de RL de CV.	JP Morgan Chase Bank	077646046	USD	MX	No
Marelli Global Business Services America S de RL de CV.	Flagstar Bank	1505762564	USD	US	No

Marelli Mexicana, S.A. de C.V.	BBVA	0109474064	MXN	MX	No
Marelli Mexicana, S.A. de C.V.	BBVA	0109487344	USD	MX	No
Marelli Mexicana, S.A. de C.V.	JP Morgan Chase Bank	77646134	MXN	MX	No
Marelli Mexicana, S.A. de C.V.	JP Morgan Chase Bank	658790719	USD	US	No
Marelli Mexicana, S.A. de C.V.	Flagstar Bank	1505762521	USD	US	No
Marelli Ride Dynamics Mexico S. de R.L. de C.V.	BBVA	012180001171408192	MXN	MX	Yes
Marelli Ride Dynamics Mexico S. de R.L. de C.V.	JP Morgan Chase Bank	41460637	EUR	GB	No
Marelli Ride Dynamics Mexico S. de R.L. de C.V.	JP Morgan Chase Bank	77645121	MXN	MX	No
Marelli Ride Dynamics Mexico S. de R.L. de C.V.	JP Morgan Chase Bank	192859426	USD	US	No
Marelli Ride Dynamics Mexico S. de R.L. de C.V.	Flagstar Bank	1505462513	USD	US	No
Marelli Toluca Mexico S. de R.L. de C.V.	BBVA	012180001171410847	MXN	MX	Yes
Marelli Toluca Mexico S. de R.L. de C.V.	JP Morgan Chase Bank	41460632	EUR	GB	No
Marelli Toluca	JP Morgan Chase Bank	77645118	MXN	MX	No

Mexico S. de R.L. de C.V.					
Marelli Toluca Mexico S. de R.L. de C.V.	JP Morgan Chase Bank	192859392	USD	US	No
Marelli Toluca Mexico S. de R.L. de C.V.	BBVA	112151553	MXN	MX	No
Marelli Toluca Mexico S. de R.L. de C.V.	Flagstar Bank	1505762548	USD	US	No
MARELLI MOROCCO LLC SARL	Citibank	CITI99005131572045	EUR	IE	No
MARELLI MOROCCO LLC SARL	Citibank	100544504	MAD	MA	No
MARELLI MOROCCO LLC SARL	Citibank	100544512	MAD	MA	Yes
MARELLI MOROCCO LLC SARL	Citibank	100544016	MAD	MA	No
MARELLI MOROCCO LLC SARL	Citizens Bank	TBD	USD	US	No
Marelli Aftermarket Poland Sp. z o.o.	Citibank	CITI18500819103171	EUR	GB	No
Marelli Aftermarket Poland Sp. z o.o.	Citibank	103015080000000803626022	EUR	PL	No
Marelli Aftermarket Poland Sp. z o.o.	Citibank	CITI18500819103198	PLN	GB	No
Marelli Aftermarket Poland Sp. z o.o.	Citibank	103015080000000803626006	PLN	PL	No

Marelli Aftermarket Poland Sp. z o.o.	Citibank	103015080000000803626014	PLN	PL	Yes
Marelli Aftermarket Poland Sp. z o.o.	Citibank	103013350000000803626500	PLN	PL	No
Marelli Aftermarket Poland Sp. z o.o.	Citibank	CITI18500819103201	USD	GB	No
Marelli Aftermarket Poland Sp. z o.o.	Citibank	103015080000000803626067	USD	PL	No
Marelli Aftermarket Poland Sp. z o.o.	Citizens Bank	TBD	USD	US	No
Marelli Bielsko-Biala Poland Sp.zo.o.	Citibank	103015080000000504630014	EUR	PL	No
Marelli Bielsko-Biala Poland Sp.zo.o.	Citibank	103015080000000504630021	EUR	PL	No
Marelli Bielsko-Biala Poland Sp.zo.o.	Citibank	V0356601600000128131019	EUR	IT	No
Marelli Bielsko-Biala Poland Sp.zo.o.	Citibank	CITI18500819103287	EUR	GB	No
Marelli Bielsko-Biala Poland Sp.zo.o.	Citibank	103015080000000504630005	PLN	PL	No
Marelli Bielsko-Biala Poland Sp.zo.o.	Citibank	103015080000000504630007	PLN	PL	Yes
Marelli Bielsko-Biala	Citibank	103015080000000504630013	PLN	PL	Yes

Poland Sp.zo.o.					
Marelli Bielsko-Biala Poland Sp.zo.o.	Citibank	103015080000000504630064	PLN	PL	No
Marelli Bielsko-Biala Poland Sp.zo.o.	Citibank	103013350000000504630500	PLN	PL	No
Marelli Bielsko-Biala Poland Sp.zo.o.	Citibank	CITI18500819103295	PLN	GB	No
Marelli Bielsko-Biala Poland Sp.zo.o.	Citibank	103015080000000504630015	USD	PL	No
Marelli Bielsko-Biala Poland Sp.zo.o.	Citibank	103015080000000504630016	USD	PL	No
Marelli Bielsko-Biala Poland Sp.zo.o.	Citibank	CITI18500819103309	USD	GB	No
Marelli Bielsko-Biala Poland Sp.zo.o.	Citizens Bank	TBD	USD	US	No
Marelli Sosnowiec Poland Sp.z.o.o.	Citibank	103015080000000503933012	EUR	PL	No
Marelli Sosnowiec Poland Sp.z.o.o.	Citibank	CITI18500819103228	EUR	GB	No
Marelli Sosnowiec Poland Sp.z.o.o.	Citibank	103015080000000501417036	EUR	PL	No
Marelli Sosnowiec Poland Sp.z.o.o.	Citibank	Q0356601600000128169016	EUR	IT	No



Marelli Sosnowiec Poland Sp.z.o.o.	Citibank	103015080000000503933004	PLN	PL	No
Marelli Sosnowiec Poland Sp.z.o.o.	Citibank	103015080000000503933039	PLN	PL	Yes
Marelli Sosnowiec Poland Sp.z.o.o.	Citibank	CITI18500819103236	PLN	GB	No
Marelli Sosnowiec Poland Sp.z.o.o.	Citibank	103015080000000501417009	PLN	PL	No
Marelli Sosnowiec Poland Sp.z.o.o.	Citibank	103015080000000501417033	PLN	PL	Yes
Marelli Sosnowiec Poland Sp.z.o.o.	Citibank	103013350000000501417500	PLN	PL	No
Marelli Sosnowiec Poland Sp.z.o.o.	Citibank	103015080000000503933040	USD	PL	No
Marelli Sosnowiec Poland Sp.z.o.o.	Citibank	CITI18500819103244	USD	GB	No
Marelli Sosnowiec Poland Sp.z.o.o.	Citibank	103015080000000501417035	USD	PL	No
Marelli Sosnowiec Poland Sp.z.o.o.	Citizens Bank	TBD	USD	US	No
Marelli Cluj Romania S.R.L.	Citibank	CITI0000000724317022	EUR	RO	No
Marelli Cluj Romania S.R.L.	Citibank	CITI0000000724317006	RON	RO	No

Marelli Cluj Romania S.R.L.	Citibank	CITI0000000724317014	RON	RO	Yes
Marelli Cluj Romania S.R.L.	Citizens Bank	TBD	USD	US	No
Marelli Ploiesti Romania S.R.L.	Citibank	CITI99005135466428	EUR	IE	No
Marelli Ploiesti Romania S.R.L.	Citibank	CITI99005135466436	GBP	IE	No
Marelli Ploiesti Romania S.R.L.	Citibank	CITI0000000000290025	RON	RO	No
Marelli Ploiesti Romania S.R.L.	Citibank	CITI0000000000290033	RON	RO	Yes
Marelli Ploiesti Romania S.R.L.	Citibank	CITI99005135466444	USD	IE	No
Marelli Ploiesti Romania S.R.L.	Citizens Bank	TBD	USD	US	No
Marelli Global Business Services Europe s.r.o.	Citibank	81300000002014310105	EUR	SK	No
Marelli Global Business Services Europe s.r.o.	Citizens Bank	6323310736	USD	US	No
Marelli Kechnec Slovakia s.r.o.	Citibank	81300000002013890005	EUR	SK	No
Marelli Kechnec	Citibank	81300000002013900007	EUR	SK	No

Slovakia s.r.o.					
Marelli Kechnec Slovakia s.r.o.	Citibank	L0356601600000128223029	EUR	IT	No
Marelli Kechnec Slovakia s.r.o.	Citibank	81300000002013890101	USD	SK	No
Marelli Kechnec Slovakia s.r.o.	Citibank	81300000002013900218	USD	SK	No
Marelli Kechnec Slovakia s.r.o.	Citizens Bank	TBD	USD	US	No
Marelli Aftermarket Spain S.L.U	Citibank	CITI99005142715638	EUR	IE	No
Marelli Aftermarket Spain S.L.U	Citibank	CITI99005142715778	EUR	IE	No
Marelli Aftermarket Spain S.L.U	Bankinter	01289451330100009057	EUR	ES	No
Marelli Aftermarket Spain S.L.U	Citizens Bank	TBD	USD	US	No
Marelli España S.A.	Citibank	14740000160015902043	EUR	ES	No
Marelli España S.A.	Citibank	14740000110015045019	EUR	ES	No
Marelli España S.A.	Bankinter	01289451360100009085	EUR	ES	No
Marelli España S.A.	Bankinter	00301518070002924271	EUR	ES	No
Marelli España S.A.	Citizens Bank	TBD	USD	US	No
Automotive Lighting UK Limited	Citibank	CITI18500819142975	EUR	GB	No

Automotive Lighting UK Limited	Citibank	CITI18500819142983	GBP	GB	No
Automotive Lighting UK Limited	Citizens Bank	6323310698	USD	US	No
Marelli Automotive Systems Europe plc.	Citibank	11689007000065974681609	EUR	FR	Yes
Marelli Automotive Systems Europe plc.	Citibank	CITI18500814277228	GBP	GB	No
Marelli Automotive Systems Europe plc.	Mizuho Bank	MHCB40506910806424	EUR	GB	No
Marelli Automotive Systems Europe plc.	Mizuho Bank	MHCB40506910089959	GBP	GB	No
Marelli Automotive Systems Europe plc.	Citizens Bank	6323310701	USD	US	No
Marelli Automotive Systems UK Limited	Citibank	CITI99005135468463	EUR	IE	No
Marelli Automotive Systems UK Limited	Citibank	CITI18500814277236	GBP	GB	Yes
Marelli Automotive Systems UK Limited	Citibank	CITI99005135468471	JPY	IE	No
Marelli Automotive Systems UK Limited	Citibank	CITI99005135468498	USD	IE	No
Marelli Automotive Systems UK Limited	Mizuho Bank	F10-741-806416	EUR	GB	No

Marelli Automotive Systems UK Limited	Mizuho Bank	F10-741-806432	EUR	GB	No
Marelli Automotive Systems UK Limited	Mizuho Bank	H10-741-089941	GBP	GB	No
Marelli Automotive Systems UK Limited	Mizuho Bank	H10-741-089967	GBP	GB	No
Marelli Automotive Systems UK Limited	Citizens Bank	6323310744	USD	US	No
Marelli Automotive Lighting USA LLC	JP Morgan Chase Bank	10008115	EUR	GB	No
Marelli Automotive Lighting USA LLC	JP Morgan Chase Bank	352817859	USD	US	No
Marelli Automotive Lighting USA LLC	JP Morgan Chase Bank	352817867	USD	US	No
Marelli Automotive Lighting USA LLC	JP Morgan Chase Bank	192858626	USD	US	No
Marelli Holding USA, LLC	Citizens Bank	6328915687	USD	US	No
Marelli North America, Inc.	Mizuho Bank	H10-740-039271	USD	US	No
Marelli North America, Inc.	Mizuho Bank	H10-740-039297	USD	US	No
Marelli North America, Inc.	JP Morgan Chase Bank	10009548	EUR	GB	No
Marelli North America, Inc.	JP Morgan Chase Bank	77646979	MXN	MX	No
Marelli North America, Inc.	JP Morgan Chase Bank	618541475	USD	US	No

Marelli North America, Inc.	JP Morgan Chase Bank	618541483	USD	US	No
Marelli North America, Inc.	JP Morgan Chase Bank	192857214	USD	US	No
Marelli North America, Inc.	JP Morgan Chase Bank	192857222	USD	US	No
Marelli North America, Inc.	JP Morgan Chase Bank	988447477	USD	US	No
Marelli North America, Inc.	JP Morgan Chase Bank	339799832	USD	US	No
Marelli North America, Inc.	PNC	4943770914	USD	US	No
Marelli North America, Inc.	Citizens Bank	6328894841	USD	US	No
Marelli North Carolina USA LLC	JP Morgan Chase Bank	192858097	USD	US	No
Marelli North Carolina USA LLC	Citizens Bank	6328906297	USD	US	No
MARELLI TENNESSEE USA LLC	JP Morgan Chase Bank	10008117	EUR	GB	No
MARELLI TENNESSEE USA LLC	JP Morgan Chase Bank	932087203	USD	US	No

**Chattel Paper**

None.

**Letter of Credit Rights**

None.

**Real Estate**

Applicable Grantor	Property	Address
Marelli Sistemas Automotivos Industria e Comercio Brasil Ltda.	Amparo Plant	Rodovia SP 95, KM 47, Galpão 01, Parque Modelo
Marelli Sistemas Automotivos Industria e Comercio Brasil Ltda.	Hortolandia Plant	Avenida da Emancipação 801, Jd. Sta Rita de Cássia
Marelli Cofap do Brasil Ltda.	Lavras Plant	Rua Rosa Kasinski, 865/1065 Distrito Industrial Silvio Menicucci

Marelli Cofap do Brasil Ltda.	Maua Plant Warehouse Office	Av. Manoel da Nobrega 350
Marelli Automotive Components (Guangzhou) Corp.	Guangzhou Plant (MCGZ) & Tooling (MTG)	No. 1, Cuiyue Road, Dongfeng Avenue, Auto City, Huadu District
Marelli Automotive Components (Wuxi) Corp.	Wuxi Plant 2 (MCW)	17, Xinrong Road, National Hi-tech Industrial Development Zone
Marelli Automotive Lighting Jihlava (Czech Republic) s.r.o.	Jihlava Pavov Plant 1 Office R&D	Pávov 113
Marelli France S.A.S.	Chatellerault Plant	6 allée de Argenzon, ZI Nord BP 40123
Marelli Europe S.p.A.	Bari Plant	Via Delle Ortensie 15/17
Marelli Europe S.p.A.	Bologna Offices & Eng	via Del Timavo 33
Marelli Suspension Systems Italy S.p.A.	Melfi Plant 2	Via Montelungo Lotto 12 UDC 791 - Zona Ind.le S. Nicola di Melfi
Marelli Suspension Systems Italy S.p.A.	Sulmona Plant	Strada Statale 17, Km. 96
Marelli Automotive Lighting Italy S.p.A.	Tolmezzo Plant (A, B, C and D)	Via dell'Industria 17
Marelli Suspension Systems Italy S.p.A.	Torino Office & Eng	Corso Unione Sovietica, 600
Marelli Automotive Lighting Italy S.p.A.	Venaria Reale Plant	Via Giuseppe Cavallo, 18
Marelli Fukushima Corporation	Fukushima Plant	5-1 Sumiyoshi
Marelli Corporation	Gunma Plant	132 Shin-nakano, Ora-machi, Ora-gun
Marelli Corporation	Kodama Plant	540-7 Kyoei, Kodama-cho
Marelli Corporation	Nakatsu Plant	150-3 Oaza-Inumaru
Marelli Corporation	Sano Testing Research Center & TS Gunma Branch Plant	7 & 8 Sakae-cho
Marelli Corporation	Usa Plant	111 Waki
Marelli Corporation	Yoshimi Plant	628 Oaza-Kumeda
Marelli Automotive Lighting Juárez México, S.A de C.V.	Juarez Plant 1A, 1B, 1C	Avenida Hermanos Escobar 6965 (1A, 1B & 1D) & 7151 (1C), Parque Industrial Omega
Marelli Automotive Lighting Juárez México, S.A de C.V.	Juarez Plant 2A and 2B	Ave. del Charro 1620 and 1750, Col. Partido Romero Escobedo (2A) / Calle Omega No. 1651, Parque Industrial Magnaplex (2B)



Marelli Mexicana, S.A. de C.V.	PIVA Plant	Av. Circuito Aguascalientes Oriente 217 Col. Parque Industrial del Valle Aguascalientes
Marelli Mexicana, S.A. de C.V.	San Francisco Plant	Av. San Francisco de los Romo #401, Parque Industrial San Francisco 2da. Sección
Marelli Toluca México, S. de R.L. de C.V.	Tepotzotlan Plant	AV DE LA INDUSTRIA NO. 20 Y 21 FRACC. INDUSTRIAL EL TREBOL
Marelli Sosnowiec Poland spółka z ograniczoną odpowiedzialnością	Sosnowiec Plant	ul. Mikołajczyka 80
Marelli Sosnowiec Poland spółka z ograniczoną odpowiedzialnością	Sosnowiec Plant	ul. Generała Mariusza Zaruskiego 11
Marelli Ploiesti Romania S.R.L.	Ploiesti Plant	Industrial Park Ploiesti, Conului Street, No 7, Prahova
Marelli España S.A.U.	Santpedor Plant	Poligono Industrial "Santa Ana II", Las Arenas, 5 - 7
Marelli Automotive Systems UK Limited	Llanelli Plant, Office and R&D	Llethri Road
Marelli Automotive Systems UK Limited	Sunderland Plant	Pennywell Industrial Estate
Marelli North America, Inc.	Lewisburg Plant & DC	201/633 Garrett Pkwy
MARELLI TENNESSEE USA LLC	Pulaski Plant	181 Bennett Drive
Marelli North America, Inc.	Shelbyville Plant 1	305 Stanley Blvd
Marelli North America, Inc.	Shelbyville Plant 2	One Calsonic Way

**Commercial Tort Claims**

None.

## SCHEDULE 4

### FORM OF GRANTOR SUPPLEMENT

This SUPPLEMENT NO. [ ] dated as of [ ], 20[ ] (this “Supplement”) is made between [ ] (“New Grantor”), and GLAS USA LLC as Security Agent under the Security Agreement.

A. Reference is made to:

- (i) that certain First-Out Super-Senior Secured Superpriority Debtor-In-Possession Credit Agreement (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Senior Credit Agreement”), among MARELLI NORTH AMERICA, INC., a Tennessee corporation, as the borrower and debtor-in-possession in the Chapter 11 Cases (the “Borrower”), the several financial institutions or entities from time to time party thereto as Lenders and GLAS USA LLC, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the “Administrative Agent”) for the Secured Parties and the Security Agent (as defined below); and
- (ii) the Senior Secured Debtor-in-Possession Security Agreement (the “Security Agreement”), dated [ ], 2025, among Marelli Holdings Co., Ltd., Marelli Corporation, the Borrower, the other Grantors (as defined therein) from time to time party thereto and GLAS USA LLC as a security agent (the “Security Agent”).

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement.

IT IS AGREED THAT:

SECTION 1. In accordance with Section 8.14 of the Security Agreement, the New Grantor by its signature below becomes a Grantor under the Security Agreement with the same force and effect as if originally named therein as a Grantor; provided that the Security Agreement will constitute legal, valid and binding obligations of the New Grantor only from the date of this Supplement, and the New Grantor hereby (a) agrees to all the terms and provisions of the Security Agreement applicable to the New Grantor as a Grantor thereunder and (b) represents and warrants that the representations and warranties under Section 3 of the Security Agreement made by the New Grantor as a Grantor thereunder are true and correct on and as of the date hereof (except where such representations and warranties expressly relate to an earlier date, in which case such representations and warranties were true and correct as of such earlier date); save that for the purpose of subclause (b) above, all references to “this Security Agreement” shall, unless the context requires otherwise, be construed as references to this Supplement. In furtherance of the foregoing, the New Grantor, as security for the payment and performance in full of the Obligations, does hereby grant to the Security Agent (on behalf of the Secured Parties), a Security Interest in all of the Collateral of the New Grantor, in each case whether now or hereafter existing or in which it now has or hereafter acquires an interest. Each reference to a “Grantor” in the Security Agreement shall be deemed to include the New Grantor. The Security Agreement is hereby incorporated herein by reference.

SECTION 2. Subject to the DIP Orders, [include necessary perfection language/applicable covenants.]

SECTION 3. This Supplement may be executed in multiple counterparts, each of which, for all purposes, shall be deemed an original, and all of which taken together shall constitute but one and the same agreement. This Supplement shall become effective as to the New Grantor when the Security Agent shall have received counterparts of this Supplement that, when taken together, bear the signatures of the parties hereto.

SECTION 4. The New Grantor hereby represents and warrants that (a) as of the date hereof, set forth on Schedule I hereto is (i) its exact legal name, as such name appears in its certificate of incorporation or any other official filing in its jurisdiction of incorporation, formation or organization, (ii) its principal place of office, (iii) its type of organization (i.e. corporation, limited partnership, etc.), and (iv) its jurisdiction of incorporation or organization, (b) as of the date hereof Schedule II hereto is a description of all Securities Accounts, Deposit Accounts, Chattel Paper, Letter-of-Credit Rights, Certificated Securities, Instruments, real estate owned in fee and Commercial Tort Claims of the New Grantor, and (c) the Certificated Securities set forth on Schedule II pledged by the New Grantor (i) have been duly authorized and validly issued, (ii) are not subject to preemptive rights of any Person, (iii) in the case of Certificated Securities issued by a corporation, are fully paid and non-assessable and (iv) represent all of the Certificated Securities the New Grantor holds in the respective issuer, in each case, to the extent such concepts are applicable in the jurisdiction of organization of the respective issuer.

SECTION 5. Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

**SECTION 6. THIS SUPPLEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

SECTION 7. Any provision of this Supplement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the Security Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. All notices, consents and approvals made under this Supplement shall be made in accordance with Section 8.2 of the Security Agreement. Such notices, etc. to the New Grantor shall be made to the address below (or, if this address is amended in accordance with Section 8.2 of the Security Agreement, the address so amended).

Company Name	Contact Details
[•]	Company Registration Number: [•] Address: [•] Attention: [•] Telephone: [•] Facsimile: [•] Email: [•]

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each party to the Supplement has duly executed this Supplement as of the day and year first above written.

[NAME OF NEW GRANTOR],  
as the New Grantor

By: \_\_\_\_\_  
Name:  
Title:

GLAS USA LLC

as the Security Agent

By: \_\_\_\_\_  
Name:  
Title:

**SCHEDULE I**

**LEGAL NAME, OFFICE LOCATIONS, TYPE AND JURISDICTION OF ORGANIZATION OF  
THE GRANTOR**

<u>Legal Name</u>	<u>Jurisdiction of Incorporation or Organization</u>	<u>Type of Organization</u>	<u>Office Locations</u>
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**SCHEDULE II**

**LIST OF SECURITIES ACCOUNTS, DEPOSIT ACCOUNTS, CHATTEL PAPER, LETTER-OF-CREDIT RIGHTS, CERTIFICATED SECURITIES, INSTRUMENTS, REAL ESTATE OWNED  
IN FEE AND COMMERCIAL TORT CLAIMS**



## ANNEX A

## FORM OF SECURITY SUPPLEMENT

This **SECURITY SUPPLEMENT**, dated as of [●], is delivered pursuant to the First-Out Super-Senior Secured Superpriority Debtor-in-Possession Security Agreement, dated as of June [●], 2025 (as may from time to time hereafter be further amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among MARELLI HOLDINGS CO., LTD., a company organized under the laws of Japan, MARELLI CORPORATION, a company organized under the laws of Japan, MARELLI NORTH AMERICA, INC., a Tennessee corporation, and each other Grantor (as defined therein) from time to time party thereto, and GLAS USA LLC as security agent. Capitalized terms used herein and not defined herein have the meanings ascribed to such terms in the Security Agreement.

[●] (the “Undersigned Grantor”) confirms, subject to the DIP Orders and as set forth in the Security Agreement, that it has granted (and, to the extent necessary, it hereby grants) to each of the Secured Parties, a lien on and continuing security interest in, all of its right, title and interest in, to and under the Collateral as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations in accordance with the terms of and subject to the limitations specified in the Security Agreement.

[After the date of the Security Agreement, the Grantor opened a new Deposit Account (the “New Account”). Following the opening of the New Account, the Security Agent (at the direction of the Agent (who in turn acts on the direction of the Required Lenders)) requested the Grantor to cause the New Account to become a Specified Deposit Account, all as contemplated by Section 4.6 of the Security Agreement. The Grantor is delivering this supplement to the Security Agent (on behalf of the Secured Parties) to include the New Account as a Specified Deposit Account in Schedule 3 to the Security Agreement. The Grantor intends to [change the name of the New Account as provided in Section 4.6(b) of the Security Agreement][execute an account control agreement with respect to the New Account as provided in Section 4.6(c) of the Security Agreement].]<sup>1</sup>

The Grantor represents and warrants that the attached Schedule 3 accurately and completely sets forth all information required pursuant to the Security Agreement and hereby agrees that such Schedule 3 will replace the existing Schedule 3 to the Security Agreement in its entirety.

**IN WITNESS WHEREOF**, the Grantor has caused this Security Supplement to be duly executed and delivered by its duly authorized officer or representative as of the date first written above.

[Name of Grantor]

By: \_\_\_\_\_  
 Name:  
 Title:

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<sup>1</sup> NTD – include for a new deposit account.

**SCHEDULE 3****LIST OF SECURITIES ACCOUNTS, DEPOSIT ACCOUNTS, CHATTEL PAPER, LETTER-OF-CREDIT RIGHTS, CERTIFICATED SECURITIES, INSTRUMENTS, REAL ESTATE OWNED  
IN FEE AND COMMERCIAL TORT CLAIMS****Certificated Securities/Instruments**

Issuing Company	Holder	Category	Series Number	Certificate Number	Serial Number of Shares	
					From	To

**Securities Accounts****Deposit Accounts**

Applicable Grantor	Bank Name	Branch Name	BIC	Account No	Currency	Specified Deposit Account [Y/N]

**Chattel Paper****Letter of Credit Rights****Real Estate**

Applicable Grantor	Property	Address

**Commercial Tort Claims**

EXHIBIT H

FORM OF GUARANTY

[See attached]

**FIRST-OUT SUPER-SENIOR SECURED  
SUPERPRIORITY DEBTOR-IN-POSSESSION GUARANTY**

dated as of June 13, 2025

among

**MARELLI HOLDINGS CO., LTD,**  
as Holdings and a Guarantor,

**MARELLI CORPORATION,**  
As Intermediate Holdings and a Guarantor,

**THE GUARANTORS  
FROM TIME TO TIME PARTY HERETO,**  
collectively, as Guarantors

and

**GLAS USA LLC,**  
as Agent

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### **EXHIBIT I**            Form of Guaranty Supplement

**FIRST-OUT SUPER-SENIOR SECURED  
SUPERPRIORITY DEBTOR-IN-POSSESSION GUARANTY**

This **FIRST-OUT SUPER-SENIOR SECURED SUPERPRIORITY DEBTOR-IN-POSSESSION GUARANTY**, dated as of June 13, 2025, among **MARELLI HOLDINGS CO., LTD**, a company organized under the laws of Japan (“Holdings”), **MARELLI CORPORATION**, a company organized under the laws of Japan (“Intermediate Holdings”), the other Guarantors (as defined herein) from time to time party hereto and **GLAS USA LLC**, as Agent.

**WHEREAS**, reference is made to that certain First-Out Super-Senior Secured Superpriority Debtor-in-Possession Credit Agreement (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), dated as of the date hereof, among **MARELLI NORTH AMERICA, INC.**, a Tennessee corporation, as the borrower and a debtor-in-possession in the Chapter 11 Cases (the “Borrower”), the several financial institutions or entities from time to time party thereto as Lenders and **GLAS USA LLC**, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the “Administrative Agent”), and as collateral agent, security trustee and joint and several creditor for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, the “Collateral Agent”).

**WHEREAS**, Holdings, Intermediate Holdings, the Borrower and each other Guarantor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code (collectively, the “Chapter 11 Cases”) in the United States Bankruptcy Court for the District of Delaware on the Petition Date;

**WHEREAS**, Holdings, Intermediate Holdings, the Borrower and each other Guarantor are continuing in possession of its assets and continuing to operate its business and manage its properties as a debtor and a debtor-in-possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code;

**WHEREAS**, the Lenders have agreed to extend credit to the Borrower, subject to the terms and conditions set forth in the Credit Agreement and the obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement.

**WHEREAS**, each Guarantor is an Affiliate of the Borrower and will derive substantial benefits from the extension of credit to the Borrower, pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit.

**ACCORDINGLY**, the parties hereto agree as follows:

**ARTICLE I**

**DEFINITIONS**

**SECTION 1.01. Credit Agreement.**

(a) Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Credit Agreement or the DIP Orders, as applicable.

(b) In this Agreement, (i) the words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation,” (ii) the word “incur” shall be construed to mean incur, create, issue, assume, become liable in respect of or suffer to exist (and the words “incurred” and “incurrence” shall have correlative meanings), (iii) the word “asset” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash,



securities, revenues, accounts, leasehold interests and contract rights, and (iv) references to agreements or other Obligations shall, unless otherwise specified, be deemed to refer to such agreements or Obligations as amended, supplemented, restated or otherwise modified from time to time.

SECTION 1.02. Other Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

“Agent” means the DIP Agent (as defined in the Credit Agreement) or the Administrative Agent and Collateral Agent, as applicable.

“Agreement” means this First-Out Super-Senior Secured Superpriority Debtor-In-Possession Guaranty, as amended, restated, amended and restated, supplemented or otherwise modified from time to time.

“Argentine Offer” means an offer letter (*carta oferta*) by the Loan Parties incorporated in Argentina to enter into an accession agreement to this Agreement.

“Cash Equivalents”: (a) marketable direct obligations issued by, or unconditionally guaranteed by (i) the United States government or issued by any agency thereof and backed by the full faith and credit of the United States or (ii) the United Kingdom government or issued by any agency thereof and backed by the full faith and credit of the United Kingdom, in each case maturing within one year from the date of acquisition; (b) certificates of deposit, time deposits, eurodollar time deposits or overnight bank deposits having maturities of one year or less from the date of acquisition issued by any Lender or by any commercial bank organized under the laws of the United States or Japan, or in each case, any political subdivision thereof, having combined capital and surplus of not less than \$500,000,000; (c) commercial paper of an issuer rated at least A-1 by Standard & Poor’s Ratings Services (“S&P”) or P 1 by Moody’s Investors Service, Inc. (“Moody’s”), or carrying an equivalent rating by a nationally recognized rating agency, if both of the two named rating agencies cease publishing ratings of commercial paper issuers generally, and maturing within one year from the date of acquisition; (d) repurchase obligations of any Lender or of any commercial bank satisfying the requirements of clause (b) of this definition, having a term of not more than thirty (30) days, with respect to securities issued or fully guaranteed or insured by the United States government, or the United Kingdom government; (e) securities with maturities of one year or less from the date of acquisition issued or fully guaranteed by any state, commonwealth or territory of the United States, Japan or Italy, by any political subdivision or taxing authority of any such state, commonwealth or territory or by any foreign government, the securities of which state, commonwealth, territory, political subdivision, taxing authority or foreign government (as the case may be) are rated at least A by S&P or A by Moody’s; (f) securities with maturities of one year or less from the date of acquisition backed by standby letters of credit issued by any Lender or any commercial bank satisfying the requirements of clause (b) of this definition; (g) money market mutual or similar funds that invest substantially in assets satisfying the requirements of clauses (a) through (f) of this definition; (h) money market funds that (i) comply with the criteria set forth in SEC Rule 2a-7 under the Investment Company Act of 1940, as amended, (ii) are rated AAA by S&P and Aaa by Moody’s and (iii) have portfolio assets of at least \$5,000,000,000; or (iv) other short-term investments utilized by Foreign Subsidiaries in accordance with the normal investment practices for cash management in investments of a type analogous to the foregoing.

“Claiming Party” has the meaning assigned to such term in Section 3.01.

“Commitments” means the Loan Commitments (as defined in the Credit Agreement).

“Contributing Party” has the meaning assigned to such term in Section 3.01.

“Credit Agreement” has the meaning assigned to such term in the preliminary statement of this Agreement.

“Debt Documents” means the Loan Documents (as defined in the Credit Agreement).

“DIP Orders” means, collectively, the Interim Order and the Final Order (each as defined in the Credit Agreement).

“Foreign Guarantors” means each Guarantor that is not incorporated in the United States.

“Guarantee Limitations” means the limitations set forth in Sections 2.09 to 2.20, as may be amended or supplemented from time to time in accordance with the terms thereof.

“Guarantor” means (a) Holdings and each Subsidiary of Holdings (other than the Borrower) listed on the signature pages hereof or that becomes a party to this Agreement pursuant to an Argentine Offer on or after the Closing Date and (b) each Subsidiary of Holdings that becomes a party to this Agreement after the Closing Date pursuant to Section 4.13 hereof; provided that if any such Person is released from its obligations hereunder as provided in Section 4.12, such Person shall automatically cease to be a Guarantor hereunder for all purposes effective upon such release.

“Guaranty Supplement” means an instrument in the form of Exhibit I hereto.

“Group” means Holdings and each of its Subsidiaries from time to time.

“Italian Civil Code” means the Italian Civil Code (“*codice civile*”), enacted by Italian Royal Decree No. 262 of 16 March 1942, as amended and/or supplemented from time to time.

“Italian Crisis and Insolvency Code” means the Italian Legislative Decree No. 14 of 12 January 2019, as amended and/or supplemented from time to time.

“Italian Usury Law” means the Italian Law No. 108 of 7 March 1996, as amended and/or supplemented from time to time.

“Legal Reservations” means (a) the principle that equitable remedies are remedies which may be granted or refused at the discretion of the court, the principle of reasonableness and fairness, the limitation of enforcement by laws relating to bankruptcy, insolvency, liquidation, reorganization, court schemes, moratoria, administration and other laws generally affecting the rights of creditors and secured creditors, and similar principles or limitations under the laws of any applicable jurisdiction, (b) the application of the relevant bankruptcy laws’ general principles of equity (where such concept is recognized in relevant local law), (c) the time barring of claims under applicable limitation laws (including the Limitation Act 1980 and the Foreign Limitation Periods Act 1984), (d) the principle that in certain circumstances security interests granted by way of fixed charge may be recharacterized as a floating charge or that security interests purported to be constituted as an assignment may be recharacterized as a charge, (e) the principle that additional or default interest imposed pursuant to any relevant agreement may be held to be unenforceable on the grounds that it is a penalty and thus void, (f) the principle that a court may not give effect to an indemnity for legal costs incurred by an unsuccessful litigant, (g) the principle that the creation or purported creation of collateral or security interests over (i) any asset not beneficially owned by the relevant charging company at the date of the relevant security document or (ii) any claim, other right, contract or agreement which is subject to a prohibition on transfer, assignment or charging, may be void, ineffective or invalid and may give rise to a breach of the contract or agreement over which security interests have purportedly been created, (h) the possibility that a court may strike out a provision of a contract for

rescission or oppression, undue influence or similar reason, (i) the principle that a court may not give effect to any parallel debt provisions, covenants to pay the Agent or other similar provisions, (j) the principle that certain remedies in relation to regulated entities may require further approval from government or regulatory bodies or pursuant to agreement with such bodies, (k) the principles of private and procedural laws of the relevant jurisdiction which affect the enforcement of a foreign court judgment, (l) the accessory nature of security in any applicable jurisdiction, (m) the principle that in certain circumstances pre-existing security purporting to secure any additional indebtedness, further advances or other financial accommodation following an amendment may be void, ineffective, invalid or unenforceable, and (n) similar principles, rights and defenses under the laws of any relevant jurisdiction.

“Lenders” means the Lenders (as defined in the Credit Agreement).

“Obligations” means the Obligations (as defined in the Credit Agreement).

“Person” means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, governmental authority or other entity of whatever nature.

“Secured Parties” means the Agent and the Lenders.

“Spanish Civil Procedural Law” means the Spanish Law 1/2000 of 7 January, *Ley de Enjuiciamiento Civil*, as amended from time to time.

“Spanish Companies Law” means Royal Legislative Decree 1/2010 dated 2 July, of Spain approving the consolidated text of Spanish Corporate Enterprises Law (*Real Decreto Legislativo 1/2010 de 2 de Julio por el que se aprueba el texto refundido de la Ley de Sociedades de Capital*), as amended from time to time.

“Spanish Insolvency Law” means the Royal Legislative Decree 1/2020 of 5 July (*Real Decreto Legislativo 1/2020, de 5 de mayo, por el que se aprueba el texto refundido de la Ley Concursa*), as amended from time to time.

“Spanish Loan Party” means each Guarantor organized under the laws of Spain.

“Spanish Public Document” means a document executed before a notary public being either *escritura pública* or *póliza mercantil*.

“Subsidiaries” means as to any Person, a corporation, partnership, limited liability company or other entity of which shares of stock or other ownership interests having ordinary voting power (other than stock or such other ownership interests having such power only by reason of the happening of a contingency) to elect a majority of the board of directors or other managers of such corporation, partnership or other entity are at the time owned by such Person. Unless otherwise specified, all references herein to a “Subsidiary” or to “Subsidiaries” shall refer to a Subsidiary or Subsidiaries of Holdings.

“Termination Conditions” means, collectively, (a) the payment in full in cash of the Obligations (other than contingent obligations as to which no claim has been asserted), and (b) the termination of the Commitments (if any).

Italian terms: in this Agreement, a reference to (and in the case of paragraph i or ii below, solely in relation to any Holding, Borrower or Subsidiary incorporated in Italy or the obligations of any Holding, Borrower or Subsidiary incorporated in Italy):

- i. a winding-up, administration or dissolution includes any *scioglimento, liquidazione* and any other proceedings or legal concepts similar to the foregoing;
- ii. a receiver, administrator or the like includes a *curatore, commissario giudiziale, commissario straordinario, liquidatore* and any other person performing the same function of each of the foregoing;
- iii. “insolvency” shall be construed in accordance with article 2, para. 1, lett. (b) of the Italian Crisis and Insolvency Code;
- iv. an insolvency proceeding includes any *procedura concorsuale* and, without limitation, any *strumenti di regolazione della crisi e dell'insolvenza* as defined under art. 2, para. 1, lett. m-bis), of the Italian Crisis and Insolvency Code, including (also by way of agreement between the parties) (a) the *liquidazione giudiziale* (including the *concordato nella liquidazione giudiziale*) and the *liquidazione coatta amministrativa* under Title III, V, VI e VII of the Italian Crisis and Insolvency Code; (b) the *amministrazione straordinaria delle grandi imprese in stato di insolvenza* pursuant to Legislative Decree n. 270/1999 and the *amministrazione straordinaria* pursuant to Law n. 39/2004 (including the *concordato* under such procedures); (c) the *strumenti di regolazione della crisi* pursuant to Title IV of the Italian Crisis and Insolvency Code; (d) the *composizione negoziata della crisi* and the *concordato semplificato per la liquidazione del patrimonio* under Title II of the Italian Crisis and Insolvency Code, or any other similar proceedings in any jurisdiction or the equivalent provision of the Italian Crisis and Insolvency Code and any other equivalent applicable law provisions under any relevant jurisdiction, including the procedures under Regulation (CE) n. 848/2015 of the European Parliament and the Counsel dated 20 May 2015, and the Directive 2019/1023 (so called *direttiva* insolvency), all as amended and integrated;
- v. a step or procedure taken in connection with insolvency proceedings or appointment of a receiver or administrator in respect of any person includes such person formally making a proposal to assign its assets pursuant to article 1977 of the Italian Civil Code (*cessione dei beni ai creditori*) or filing a petition for a *concordato preventivo, accordo di ristrutturazione dei debiti* or entering into a similar arrangement for the majority of such person’s creditors;
- vi. a lease includes a *contratto di locazione*;
- vii. a matured obligation includes any *credito liquido ed esigibile*; and
- viii. lien and/or security includes any *pegno, ipoteca, privilegio speciale* (including the *privilegio speciale* created pursuant to Article 46 of the Legislative Decree No. 385 of 1 September 1993), *pegno non possessorio* pursuant to Law Decree 3 May 2016, no. 59, *cessione del credito in garanzia* and any other *diritto reale di garanzia* or other transactions having the same effect as each of the foregoing.

## ARTICLE II

### GUARANTY

#### SECTION 2.01. Guaranty.

(a) To the maximum extent permitted by the DIP Orders, each Guarantor (and, in the case of each Foreign Guarantor, subject to any applicable Guarantee Limitations), absolutely, irrevocably and unconditionally guarantees, jointly with the other Guarantors and severally, as a primary obligor and not merely as a surety, to the Agent, for the benefit of the Secured Parties, the due and punctual payment and performance of the Obligations. To the maximum extent permitted by the DIP Orders, each of the Guarantors further agrees that the Obligations may be extended or renewed, in whole or in part, without notice to or further assent from it, and that it will remain bound upon its guarantee notwithstanding any extension or renewal of any Obligation. To the maximum extent permitted by the DIP Orders, each of the Guarantors waives presentment to, demand of payment from and protest to the Borrower or any other Guarantor of any of the Obligations and also waives notice of acceptance of its guarantee and notice of protest for nonpayment.

(b) Each Spanish Loan Party expressly declares that this Agreement constitutes a first demand guarantee (*garantía abstracta a primera demanda*) and hence, to the extent applicable, the principles of exclusion, order and/or division (*beneficio de excusión, order y/o division*) under article 1,830 of the Spanish Civil Code are not applicable. For the purposes of articles 399 and 635 et seq. of the Spanish Insolvency Law, the obligations of each Spanish Loan Party under this Agreement vis-a-vis each Secured Party shall be governed by the terms of this Agreement at any time such that each Guarantor's obligations pursuant to this Section shall not be affected (and shall remain exactly within the terms stated herein) in any way by a settlement agreement, composition agreement (*convenio de acreedores*) or an out-of-court workout homologation agreement (*homologación de un plan de restructuración*) that may be agreed in the insolvency proceedings of another Loan Party (nor shall they be deemed amended as a consequence of the approval of that settlement agreement) to the extent that such Lender has not voted in favor of that settlement agreement or workout homologation agreement (*homologación de un plan de restructuración*).

SECTION 2.02. Guaranty of Payment. Each of the Guarantors further agrees that its guarantee hereunder constitutes a guarantee of payment when due and not of collection, and waives any right to require that any resort be had by the Agent or any other Secured Party to any security held for the payment of the Obligations, or to any balance of any deposit account or credit on the books of the Agent or any other Secured Party in favor of the Borrower or any other Person. As such, each Guarantor incorporated in Morocco (each, a "Moroccan Guarantor") irrevocably waives its rights of division and of discussion, according to the *Dahir formant Code des obligations et des contrats dated 12 September 1913*.

#### SECTION 2.03. No Limitations.

(a) To the fullest extent permitted by applicable law and the DIP Orders (and, in the case of each Foreign Guarantor, subject to any applicable Guarantee Limitations), the obligations of each Guarantor hereunder shall not be subject to any reduction, limitation, impairment or termination for any reason, including any claim of waiver, release, surrender, alteration or compromise, and shall not be subject to any defense (other than a defense of payment in full in cash of all the Obligations or performance, the occurrence of the Termination Conditions or the release of this Agreement in accordance with any relevant release provisions in Section 4.12) or set-off, counterclaim, recoupment or termination whatsoever by reason of the invalidity, illegality or unenforceability of the Obligations, or otherwise. Without limiting the generality of the foregoing, to the fullest extent permitted by applicable law and the DIP Orders (and, in the case of each Foreign Guarantor, subject to any applicable Guarantee Limitations), the obligations of each



Guarantor hereunder shall not be discharged or impaired or otherwise affected by (i) the failure of the Agent or any other Secured Party to assert any claim or demand or to enforce any right or remedy under the provisions of any Debt Document or otherwise; (ii) any rescission, waiver, amendment or modification of, or any release from any of the terms or provisions of, any Debt Document or any other agreement, including with respect to any other Guarantor under this Agreement; (iii) the release, non-perfection, impairment, exchange or substitution of any security held by the Agent or any other Secured Party for the Obligations; (iv) any default, failure or delay, willful or otherwise, in the performance of the Obligations; or (v) any other act or omission that may or might in any manner or to any extent vary the risk of any Guarantor or otherwise operate as a discharge of any Guarantor as a matter of law or equity (in each case, other than a defense of payment in full in cash of all the Obligations or performance, the occurrence of the Termination Conditions or the release of this Agreement in accordance with any relevant release provisions in Section 4.12). Each Guarantor expressly authorizes the Secured Parties to take and hold security for the payment and performance of the Obligations, to exchange, waive or release any or all such security (with or without consideration), to enforce or apply such security and direct the order and manner of any sale thereof in their sole discretion or to release or substitute any one or more other Guarantors or obligors upon or in respect of the Obligations, all without affecting the obligations of any Guarantor hereunder.

(b) To the fullest extent permitted by applicable law and the DIP Orders (and, in the case of each Foreign Guarantor, subject to any applicable Guarantee Limitations), each Guarantor waives any defense based on or arising out of any defense of the Borrower or any other Guarantor or the unenforceability of the Obligations, or any part thereof from any cause, or the cessation from any cause of the liability of the Borrower or any other Guarantor, other than the occurrence of the Termination Conditions or the release of this Agreement in accordance with any relevant release provisions in Section 4.12. The Agent and the other Secured Parties may in accordance with the terms of the Debt Documents, at their election, foreclose on any security held by one or more of them by one or more judicial or nonjudicial sales, accept an assignment of any such security in lieu of foreclosure, compromise or adjust any part of the Obligations, make any other accommodation with the Borrower or any other Guarantor or exercise any other right or remedy available to them against the Borrower or any other Guarantor, without affecting or impairing in any way the liability of any Guarantor hereunder, except to the extent the Termination Conditions have occurred or this Agreement has been released in accordance with any relevant release provisions in Section 4.12. To the fullest extent permitted by applicable law and the DIP Orders (and, in the case of each Foreign Guarantor, subject to any applicable Guarantee Limitations), each Guarantor waives any defense arising out of any such election even though such election operates, pursuant to applicable law, to impair or to extinguish any right of reimbursement or subrogation or other right or remedy of such Guarantor against the Borrower or any other Guarantor, as the case may be, or any security.

(c) Each Guarantor, and by its acceptance of this Agreement, the Agent and each other Secured Party, hereby confirms that it is the intention of all such Persons that this Agreement and the Obligations of each Guarantor hereunder not constitute a fraudulent transfer or conveyance for purposes of the Bankruptcy Code, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act or any similar foreign, federal or state law to the extent applicable to this Agreement and the Obligations of each Guarantor hereunder. To effectuate the foregoing intention, the Agent, the other Secured Parties and the Guarantors hereby irrevocably agree that the Obligations of each Guarantor under this Agreement at any time shall be, subject in all respects to the DIP Orders, limited to the maximum amount as will result in the Obligations of such Guarantor under this Agreement not constituting a fraudulent transfer or conveyance as set forth in Section 2.10 hereof.

(d) Each Guarantor acknowledges that it will receive indirect benefits from the financing arrangements contemplated by the Debt Documents and that the waivers set forth in this Agreement are knowingly made in contemplation of such benefits.

(e) Each Guarantor incorporated under the laws of Mexico hereby irrevocably and unconditionally waives, to the maximum extent permitted by the applicable law, any right or benefit of *orden, excusión, división, quita, novación, espera* and/or *modificación* and any other rights and benefits specified in, but not limited to Articles 2813, 2814, 2815, 2816, 2817, 2818, 2819, 2820, 2821, 2822, 2823, 2824, 2826, 2827, 2829, 2830, 2832, 2835, 2836, 2837, 2838, 2839, 2840, 2844, 2845, 2846, 2847, 2848, 2849 and any other related or applicable Articles of the Mexican Federal Civil Code (*Código Civil Federal*) and the corresponding provisions of the Civil Codes of the States of Mexico (or any successor provisions).

(f) Additionally, each Guarantor incorporated under the laws of Mexico represents that (i) it is familiar with the contents of the articles referred to in the immediately preceding paragraph, and, therefore, such articles are not required to be transcribed herein; (ii) it will receive valuable direct and indirect benefits as a result of the entering into this Agreement and any other Debt Documents to which it is a party; and (iii) it has not been declared in *concurso mercantil* or bankruptcy (*quiebra*).

SECTION 2.04. Reinstatement. Each of the Guarantors agrees that its guarantee hereunder shall continue to be effective or be reinstated, as the case may be, if at any time payment, or any part thereof, of any Obligation, is rescinded or must otherwise be restored by the Agent or any other Secured Party upon the bankruptcy, insolvency or reorganization of the Borrower or any other Guarantor or otherwise.

SECTION 2.05. Agreement To Pay; Subrogation. In furtherance of the foregoing and not in limitation of any other right that the Agent or any other Secured Party has at law or in equity against any Guarantor by virtue hereof, upon the failure of the Borrower or any other Guarantor to pay any Obligation when and as the same shall become due, whether at maturity, by acceleration, after notice of prepayment or otherwise, each Guarantor hereby promises to and will forthwith pay, or cause to be paid, to the Agent for distribution to the Secured Parties in cash the amount of such unpaid Obligation. Upon payment by any Guarantor of any sums to the Agent as provided above, all rights of such Guarantor against the Borrower or any other Guarantor arising as a result thereof by way of right of subrogation, contribution, reimbursement, indemnity or otherwise shall in all respects be subject to Article III.

SECTION 2.06. Information. Each Guarantor assumes all responsibility for being and keeping itself informed of the Borrower's and each other Guarantor's financial condition and assets, and of all other circumstances bearing upon the risk of nonpayment of the Obligations, and the nature, scope and extent of the risks that such Guarantor assumes and incurs hereunder, and agrees that none of the Agent or the other Secured Parties will have any duty to advise such Guarantor of information known to it or any of them regarding such circumstances or risks.

SECTION 2.07. Representations and Warranties. Each Guarantor hereby represents and warrants that this Agreement (i) has been duly executed and delivered by each Guarantor that is party hereto and (ii) constitutes a legal, valid and binding obligation of such Guarantor, subject to the Legal Reservations, enforceable against each Guarantor that is party hereto in accordance with its terms, except as such enforceability may be limited by Debtor Relief Laws and by general principles of equity.

SECTION 2.08. No Setoff or Deductions; Taxes; Payments. Each Guarantor shall make all payments hereunder in accordance with the Credit Agreement and the DIP Orders. The obligations of the Guarantors under this paragraph shall survive the payment in full of the Obligations and termination of this Agreement.

SECTION 2.09. Limitation on Obligations of Guarantors. The obligations of each Guarantor under its guarantee shall be limited to an aggregate amount equal to the largest amount that



would not render such guarantee subject to avoidance under Section 548 of the Bankruptcy Code or any comparable provisions of applicable law and the DIP Orders.

SECTION 2.10. Argentinean Guarantee Limitations. Each Loan Party incorporated in Argentina that is or becomes a Guarantor expressly declares that this Agreement constitutes a general personal guarantee pursuant to article 1578 of the Argentine Civil and Commercial Code (*fianza general*) and hereby expressly waives the principles of exclusion and/or division (*beneficio de excusión y/o división*) under articles 1583 and 1589 of the Argentine Civil and Commercial Code, and any defense other than the actual payment of the secured Obligations. Pursuant to Article 1578 of the Argentine Civil and Commercial Code, the maximum aggregated amount of the Guarantor's liability under this Agreement shall not exceed the maximum amount of the Obligations.

SECTION 2.11. Brazilian Guarantee Limitations.

(a) In this SECTION 2.11:

“Brazilian Civil Code” means the Brazilian Federal Law N° 10,406 from January 10, 2002, as amended from time to time.

“Brazilian Civil Procedure Code” means the Brazilian Federal Law N° 13,105, from March 16, 2015, as amended from time to time.

“Brazilian Guarantor” means any Guarantor incorporated in Brazil.

(b) Each Brazilian Guarantor irrevocably and unconditionally waives any right, privilege or discharge prerogative of any nature set forth in Articles 366, 827, 829, 835, 837, 838 and 839 from the Brazilian Civil Code and Articles 130 and 794 from the Brazilian Civil Procedure Code.

SECTION 2.12. Czech Guarantee Limitations.

(a) The guaranty and/or indemnity of any Guarantor incorporated in the Czech Republic (each, a “Czech Guarantor”) pursuant to this Agreement shall not include any payment undertaking, obligations and liabilities to the extent it would result in such Guaranty and/or indemnity infringing or circumventing the prohibition on financial assistance set forth by Czech law.

(b) The obligations and liabilities of any Czech Guarantor under this Agreement shall be limited to an amount equal to the limitation amount (the “Czech Limitation Amount”) as further defined below:

$$\text{Czech Limitation Amount} = (G/O) \times A$$

where:

“A” means the total net book value of all assets (in Czech: *aktiva celkem*) of the Czech Guarantor recorded in its latest annual unconsolidated financial statements available to the Agent or, if more up-to-date unconsolidated financial statements are supplied to the Agent within 15 Business Days following a request from the Agent and provided that the Agent, acting reasonably (i.e., based on specific and substantiated concerns), has no reason to doubt the accuracy thereof, its latest interim unconsolidated financial statements available to the Agent;

“G” means the aggregate amount of all obligations that would have been guaranteed by the Czech Guarantor under this Agreement and any other Debt Documents had the Czech Limitation Amount not been applied provided that where such amount is not denominated in the lawful currency of the Czech Republic (“CZK”), it shall be converted into CZK at the exchange rate published on the official website of the Czech National Bank (in Czech: *Česká národní banka*) on the date falling one Business Day prior to the date on which the relevant Secured Party (or the Agent on its behalf) dispatched a demand for performance under this Agreement to the Czech Guarantor; and

“O” means all liabilities (in Czech: *pasiva celkem*) of the Czech Guarantor recorded in its latest annual unconsolidated financial statements available to the Agent or, if more up-to-date unconsolidated financial statements are supplied to the Agent within 15 Business Days following a request from the Agent and provided that the Agent, acting reasonably (i.e. based on specific and substantiated concerns), has no reason to doubt the accuracy thereof, its latest interim unconsolidated financial statements. The term “liabilities” shall have the meaning attached to it under the Czech Accounting Standards (as defined below) applicable to the Czech Guarantor but, notwithstanding the foregoing, shall at all times:

(i) save for liabilities permitted under any Debt Document, exclude financial obligations vis-a vis any Affiliate of the Czech Guarantor;

(ii) exclude equity capital (in Czech: *vlastní kapitál*);

(iii) include “G” amount calculated using the definition set out above; and

(iv) include all obligations of any third party guaranteed (but only to the extent such third party obligations would have been guaranteed by the Czech Guarantor had the Czech Limitation Amount been applied) or secured by the Czech Guarantor (but only to the extent of the lower of the amount of the third party obligations so secured (whereas the amount of such secured obligations shall be reduced to such an amount as if it were limited by an amount calculated on the same basis as the Czech Limitation Amount) or the net book value of the relevant security assets) under any agreement or otherwise other than under or in relation to a Debt Document and provided that only that such a guarantee or security is permitted under any Debt Document. To the extent the relevant information cannot be obtained in the Czech Guarantor’s latest annual unconsolidated financial accounts or, if they are more up-to-date, its latest interim unconsolidated financial accounts, the obligations under this paragraph (iv) shall be deemed to be zero unless the Czech Guarantor supplies sufficient information and documentation to the Agent (in the form and substance satisfactory to the Agent) showing and calculating in sufficient detail various items under this paragraph (iv) within five Business Days after having received the Agent’s request.

For the avoidance of doubt, any identical obligations of the Czech Guarantor mentioned in the previous sentence will only be included in the “O” once. The term “net book value” used for the purpose of the calculation of the Czech Limitation Amount means the book value reduced by corrections and provisions (in Czech: *opravné položky a oprávkky (korekce)*) as set out in the Czech Accounting Standards. “Czech Accounting Standards” mean Czech accounting standards, namely (i) Czech Act No. 563/1991 Coll., on Accounting, as amended from time to time, (ii) Czech Decree No. 500/2002, Coll., implementing certain provisions of Act No. 563/1991 Coll., on Accounting, as amended from time to time, in respect of accounting units constituting businesses keeping double-

entry accounting, as amended, (iii) any decrees (in Czech: *opatření*) of the Czech Ministry of Finance issued on the basis of Czech Act No. 563/1991 Coll. on Accounting, as amended, relating from time to time, to the accounting matters of the Czech Guarantor and (iv) any other laws applicable, from time to time, to the accounting matters of the Czech Guarantor.

(c) Each Loan Party undertakes that without prejudice to its rights against the Borrower and/or their Subsidiaries under the Debt Documents it will not bring any claim against an individual who is an executive director or a member of the supervisory board or otherwise acts on behalf of the Czech Guarantor for personal liability in connection with the guaranty and indemnity granted by this Agreement except in the case of fraud by that individual.

(d) The agreement contained in paragraph (b) of this SECTION 2.12 shall be conditional on no declaration of insolvency (in Czech: *rozhodnutí o úpadku*) having been passed in relation to the Czech Guarantor or any of its assets in insolvency proceedings conducted in the Czech Republic, no restructuring proceedings (in Czech: *restrukturalizační řízení*) being commenced in relation to the Czech Guarantor in the Czech Republic, or other similar steps having been taken in similar proceedings conducted in another jurisdiction involving pro rata payment of general creditors' claims ("Declaration of Insolvency"). Upon a Declaration of Insolvency (other than at the instigation of the Administrative Agent or the Lenders) the agreement contained in paragraph (b) of this SECTION 2.12 shall cease to apply.

SECTION 2.13. English Guarantee Limitations. Any guarantee under this Agreement does not apply to the extent it would result in a guarantee constituting unlawful financial assistance within the meaning of section 678 or 679 of the Companies Act 2006.

#### SECTION 2.14. French Guarantee Limitations.

(a) Notwithstanding any contrary indication in this Agreement and the Debt Documents, in relation to any Guarantor incorporated or established in France (a "French Guarantor"), its obligations under this Agreement and the Debt Documents shall apply only insofar as required to:

(i) guarantee the payment Obligations of its direct or indirect Subsidiaries which are or become Borrowers and/or Guarantors from time to time under the Debt Documents (including this Agreement) and incurred by those Subsidiaries as Borrowers (if they are not Subsidiaries organized in France ("French Subsidiaries")) or as Borrowers and/or Guarantors (if they are French Subsidiaries); however, where such Subsidiary is itself a Guarantor which guarantees the obligations of an entity which is not a Subsidiary of the relevant French Guarantor, the amounts payable by such French Guarantor under this paragraph (i) in respect of the obligations of this Subsidiary as Guarantor, shall be limited as set out in paragraph (ii) below; and

(ii) guarantee the payment obligations of other Borrowers and Guarantors (each a "Guaranteed Obligor") which are not direct or indirect Subsidiaries of that French Guarantor, provided that in such case such guarantee shall be limited: (A) to the payment obligations of such Guaranteed Obligors and (B) up to an amount equal to the aggregate of all amounts borrowed directly (as Borrower) or indirectly (by way of intra-group loans directly or indirectly from any other Borrower) by such Guaranteed Obligors under the Credit Agreement and on-lent directly or indirectly to that French Guarantor and outstanding on the date on which the guarantee is enforced against that French Guarantor (together with all interests, commissions and other sums accruing or payable in connection with these amounts) (the "French Maximum Guaranteed Amount"); it being specified that

any payment made by such French Guarantor under this Agreement in respect of the obligations of any Guaranteed Obligor shall reduce pro tanto the outstanding amount of the intercompany loans (if any) due by such French Guarantor to that Guaranteed Obligor.

(b) For the avoidance of doubt, any payment made by a French Guarantor in respect of Borrowers and Guarantors referred to in paragraph (a)(ii) of this Section 2.14 shall reduce the French Maximum Guaranteed Amount.

(c) Notwithstanding any other provision of this Section 2.14, no French Guarantor shall secure liabilities under the Debt Documents which would result in such French Guarantor not complying with French financial assistance rules as set out in article L. 225-216 of the French Commercial Code and/or would constitute a misuse of corporate assets within the meaning of article L. 241-3, article L. 242-6 or L. 244-1 of the French Commercial Code or any other law or regulations having the same effect, as interpreted by French courts.

(d) It is acknowledged that no French Guarantor is acting jointly and severally with the other Guarantors and no French Guarantor shall therefore be considered as “*co-débiteurs solidaires*” with the other Guarantors as to its obligations pursuant to the guarantee given pursuant to this Agreement.

#### SECTION 2.15. German Guarantee Limitations.

##### (a) Definitions

In this Section 2.15:

“AktG” means the German Stock Corporation Act (*Aktiengesetz, AktG*).

“Auditor's Determination” means the determination pursuant to Section (b)(iv) below.

“BGB” means the German Civil Code (*Bürgerliches Gesetzbuch, BGB*).

“DPLA” means a domination and/or profit and loss pooling agreement (*Beherrschungs- und/oder Gewinnabführungsvertrag*) as defined in § 291 (1) AktG.

“German Guarantor” means any GmbH Guarantor.

“GmbH” means (i) a limited liability company (*Gesellschaft mit beschränkter Haftung, GmbH*) incorporated under German law and/or (ii) a limited partnership (*Kommanditgesellschaft*) with a limited liability company (*Gesellschaft mit beschränkter Haftung, GmbH*) as general partner (*Komplementär*).

“GmbH Capital Impairment” means the GmbH Net Assets of a GmbH Guarantor falling below the amount (*Entstehung einer Unterbilanz*) required to maintain that GmbH Guarantor's registered share capital (*Stammkapital*) or an increase of an existing shortage (*Vertiefung einer Unterbilanz*) of its registered share capital (*Stammkapital*) and, in each case, thereby violating §§ 30, 31 GmbHG.

“GmbH Guarantor” means a Guarantor which is a GmbH.

“GmbH Net Assets” means an amount equal to the sum of the amounts of a GmbH Guarantor's assets (consisting of all assets which correspond to the items set forth in section

266 (2) A, B, C, D and E HGB) less the aggregate amount of the GmbH Guarantor's liabilities (consisting of all liabilities and liability reserves which correspond to the items set forth in section 266 (3) B, C, D and E HGB), as adjusted pursuant to Section (b)(x) below.

“GmbHG” means the German Limited Company Act (*Gesetz betreffend die Gesellschaften mit beschränkter Haftung, GmbHG*).

“Guaranty” means the guaranty provided and/or granted pursuant to this Agreement.

“HGB” means the German Commercial Code (*Handelsgesetzbuch, HGB*).

“InsO” means the German Insolvency Code (*Insolvenzordnung, InsO*).

“Limited Obligation” means the Guaranty and any other liability, indemnity or other payment obligation of a German Guarantor under this Guaranty or any other provision of the Debt Documents.

“Limited Upstream Obligation” means any Limited Obligation if and to the extent such Limited Obligation secures or relates to liabilities which are owed by direct or indirect shareholders of the relevant Guarantor (upstream) or Subsidiaries of such shareholders (such Subsidiaries not to include the relevant Guarantor and the Subsidiaries of that relevant Guarantor) (cross-stream).

“Management Notification” has the meaning given to such term in Section (b)(iii) below.

“Subsidiary” means a subsidiary (*abhängiges Unternehmen*) within the meaning of section 17 AktG.

Where a German translation of a word or phrase appears in the text of this Section 2.15, the German translation of such word or phrase shall prevail.

(b) GmbH Guarantee Limitation Language

(i) Save as set out otherwise in this paragraph (b), the Agent shall not enforce, and any GmbH Guarantor (and/or the relevant Subsidiary of a GmbH Guarantor) shall have a defence (*Einrede*) against, any Limited Upstream Obligation if and to the extent a discharge (*Erfüllung*) or enforcement (*Vollstreckung*) in respect of the Limited Upstream Obligations would cause a GmbH Capital Impairment to occur.

(ii) The restrictions in paragraph (i) shall not apply:

(A) if and to the extent the Limited Upstream Obligation of the GmbH Guarantor secures any indebtedness under any Debt Document in respect of:

(1) loans to the extent such loans are (directly or indirectly) on-lent or otherwise passed on to the relevant GmbH Guarantor or any of its Subsidiaries; or



(2) bank guarantees or letters of credit that are issued for the benefit of any of the creditors of the GmbH Guarantor or any of the relevant GmbH Guarantor's Subsidiaries,

in each case, to the extent that any such amounts on-lent or otherwise passed on or bank guarantees or letters of credit issued are still out-standing at the time of the enforcement of the relevant Limited Upstream Obligation; for the avoidance of doubt, nothing in this paragraph (ii) shall have the effect that such on-lent amounts may be enforced multiple times (no double dip);

(B) if, at the time of enforcement of the Limited Upstream Obligation, a DPLA exists with the relevant GmbH Guarantor as a dominated company (*beherrschtes Unternehmen*), unless the mere existence of such DPLA does not lead to the inapplicability of § 30 (1) sentence 1 GmbHG; or

(C) if and to the extent an enforcement of the Limited Upstream Obligation is covered (*gedeckt*) by a fully valuable and recoverable consideration or recourse claim (*vollwertiger Gegenleistungs- oder Rückgewähranspruch*) of the GmbH Guarantor within the meaning of section 30 (1) sentence 2 GmbHG against the relevant Credit Party whose obligations are secured by the relevant Limited Upstream Obligation.

(iii) Within 15 Business Days after the Agent's demand under any Limited Obligation, the relevant GmbH Guarantor shall provide to the Agent a written notification signed by its managing director(s) (*Geschäftsführer*) in accordance with the terms set out in this paragraph (iii) that sets out (i) if and to what extent the relevant Limited Obligation constitutes a Limited Upstream Obligation and (ii) to what extent a GmbH Capital Impairment occurs as a result of an enforcement of the Limited Upstream Obligation (the "Management Notification"). The Management Notification shall comprise an up-to-date balance sheet prepared in accordance with section 42 GmbHG, sections 242, 264 HGB and the generally accepted accounting principles (*Grundsätze ordnungsgemäßer Buchführung*) of the relevant GmbH Guarantor as consistently applied and a reasonably detailed calculation of the amount of the GmbH Net Assets and the GmbH Capital Impairment as of the date of the notice on enforcement, taking into account the adjustments set forth in paragraph (ix). The enforcement of the Limited Upstream Obligations shall (irrespective of whether or not the Agent agrees with the Management Determination) be permitted up to an amount which pursuant to the Management Notification does not cause a GmbH Capital Impairment.

(iv) If the Agent does not disagree with the Management Notification, the determinations in the Management Notification shall be binding on all parties. If the Agent disagrees with the Management Notification, it may within 20 Business Days of its receipt, request the relevant GmbH Guarantor to provide to the Agent within 40 Business Days of receipt of such request a written determination (in accordance with the terms set out in this paragraph (iv)) by auditors of international standard and reputation chosen by the Agent and appointed by the relevant GmbH Guarantor (at the relevant GmbH Guarantor's own cost and expense) setting out in detail the calculation in which an enforcement of the Limited Upstream Obligation causes a GmbH Capital Impairment, taking into account the adjustments set forth in paragraph (ix). The determination shall comprise an up-to date balance sheet prepared in accordance with section 42 GmbHG, sections 242, 264 HGB and the generally accepted accounting principles (*Grundsätze ordnungsgemäßer Buchführung*)

of the relevant GmbH Guarantor as consistently applied. Save for manifest errors, the Auditor's Determination shall be binding on all parties. The enforcement of the Limited Upstream Obligations shall be permitted up to an amount which pursuant to the Auditor's Determination does not cause a GmbH Capital Impairment.

(v) If the relevant GmbH Guarantor has not complied with its obligation to deliver the Management Determination or the Auditor's Determination, in each case together with an up-to-date balance sheet, in accordance with the requirements and timeframes set out in paragraphs (iii) and (iv) above, the enforcement of the Limited Upstream Obligations will not be limited.

(vi) If, after it has been provided with an Auditor's Determination which prevented it from demanding any or required it to only demand partial payment under the Limited Upstream Obligation, the Agent ascertains in good faith that the financial conditions of the GmbH Guarantor as set out in the Auditor's Determination has substantially improved, the Agent (acting reasonably) may, at the GmbH Guarantor's cost and expense, arrange for the preparation of an updated balance sheet of the GmbH Guarantor by applying the same principles that were used for the preparation of the Auditor's Determination by the auditors who prepared the Auditor's Determination in order for such auditors to determine whether (and, if so, to what extent) the GmbH Capital Impairment has been cured as a result of the improvement of the financial condition of the GmbH Guarantor. The Agent may not arrange for the preparation of an updated Auditor's Determination prior to the expiry of three months from the date of the issuance of the preceding Auditor's Determination. The Agent may only demand payment under the Limited Upstream Obligation to the extent the auditors determine that the GmbH Capital Impairment has been cured.

(vii) No reduction of the amount enforceable pursuant to this Section 2.15 will prejudice the right of the Agent to continue to demand payment or enforce the Limited Upstream Obligations (subject always to the operation of the limitations set out above at the time of such enforcement) until full satisfaction of the Obligations.

(viii) The parties agree that (i) if and to the extent that the amount that is enforceable as determined by the Auditor's Determination is lower than the amount enforced in accordance with the Management Determination or (ii) if the Limited Upstream Obligations have been enforced without regard to the limitations as set out in paragraph (i) because (x) the Management Notification was not delivered within the relevant time frame or (y) the Auditor's Determination was not delivered within the relevant time frame but the Auditor's Determination has been delivered within 10 Business Days following the due date for the delivery of the Auditor's Determination pursuant to paragraph (iv), the Agent shall pay to the relevant GmbH Guarantor upon written demand of the relevant GmbH Guarantor such amount of the enforcement proceeds actually received by the Agent, which, in the case of (i) above is equal to the difference between the amount paid and the amount payable resulting from the Auditor's Determination, and which in the case of (ii) above is equal to the amount which the Agent would not have been entitled to enforce had the Management Determination and the Auditor's Determination been delivered in time, provided such demand for repayment is made (and all relevant documents or determinations are provided) to the Agent within three months (*Ausschlussfrist*) from the date the Limited Upstream Obligations are enforced and provided further that the Agent shall in no circumstances be required to pay an amount exceeding the enforcement proceeds actually received by it less cost incurred by the Agent in connection with the enforcement. The Agent may withhold any amount received pursuant to an enforcement of



the Limited Upstream Obligations until final determination of the GmbH Capital Impairment pursuant to the Auditor's Determination.

If pursuant to the Auditor's Determination the GmbH Capital Impairment resulting from the enforcement of the Limited Upstream Obligations is lower than the GmbH Capital Impairment pursuant to the Management Notification, the Agent shall be entitled to further enforce the Limited Upstream Obligations based on the determinations pursuant to the Auditor's Determination.

(ix) The GmbH Net Assets shall be adjusted as follows:

(A) the amount of any increase in the registered share capital of the relevant GmbH Guarantor which was carried out after the relevant GmbH Guarantor became a party to this Agreement and made from retained earnings (*Kapitalerhöhung aus Gesellschaftsmitteln*) shall be deducted from the amount of the registered share capital (*Stammkapital*) of the relevant GmbH Guarantor if such increase in the registered share capital is prohibited under the terms of the Debt Documents (other than this Agreement) and has been carried out without the prior written consent of the Agent;

(B) the amount of any effective increase in the registered share capital of the relevant GmbH Guarantor (*effective Kapitalerhöhung*) which was carried out after the relevant GmbH Guarantor became a party to this Agreement shall be deducted from the amount of the registered share capital (*Stammkapital*) of the relevant GmbH Guarantor to the extent that it has not been paid up if such increase in the registered share capital is prohibited pursuant to the terms of the Debt Documents (other than this Agreement) and has been carried out without the prior written consent of the Agent;

(C) the amount of non-distributable assets according to § 253 (6) HGB shall not be included in the calculation of GmbH Net Assets;

(D) the amount of non-distributable assets according to § 268 (8) HGB shall not be included in the calculation of GmbH Net Assets;

(E) the amount of non-distributable assets according to § 272 (5) HGB shall not be included in the calculation of GmbH Net Assets;

(F) loans or other liabilities incurred by the relevant GmbH Guarantor in violation of the Debt Documents shall not be taken into account as liabilities, unless the relevant GmbH Guarantor demonstrates that it has not acted willfully or grossly negligent in respect of such violation; and

(G) any loans provided to the relevant GmbH Guarantor by any member of the Group, the Borrower or a Subsidiary of the Borrower (other than any Subsidiary of the relevant GmbH Guarantor) shall not be taken into account as liabilities if and to the extent that a waiver of the claims under such loans and/or the contribution of the repayment claim under such loans to the capital reserves of the relevant GmbH Guarantor does not result in the lender of such loans breaching mandatory legal restrictions applicable to it, unless the respective lender refuses to

waive and/or contribute such claims in spite of the GmbH Guarantor requesting and using best efforts to achieve such waiver and/or contribution.

(x) Where a GmbH Guarantor claims in accordance with the provisions of this Section (b) that any Limited Obligation can only be enforced in a limited amount, it shall realize at arm's length terms, to the extent lawful and commercially justifiable, within three (3) months from a written request of the Agent, any and all of its assets that are shown in the balance sheet with a book value (*Buchwert*) that is significantly lower than the market value of the assets and are not necessary for the relevant GmbH Guarantor's business (*nicht betriebsnotwendig*). The relevant GmbH Guarantor shall promptly notify the Agent about any proceeds from such realization and the restrictions in Section (i) shall be reduced if and to the extent that the restrictions in paragraph (i) are not required to avoid a GmbH Capital Impairment.

(c) Where the provisions of this Section 2.15 apply to a limited partnership (*Kommanditgesellschaft*), all references to the assets of a German Guarantor shall mutatis mutandis include a reference to the assets of the general partner (*Komplementär*) of such limited partnership (*Kommanditgesellschaft*).

(d) In addition to the provisions set out in paragraphs (b) through (c) above, if a German Guarantor demonstrates that according to a decision of the German Federal Supreme Court (*Bundesgerichtshof*) that has been handed down after the date hereof and that does not merely confirm the judicature of the German Federal Supreme Court up to the date hereof, the payment under and/or enforcement of any Limited Upstream Obligation against such German Guarantor would, notwithstanding the provisions of paragraphs (b) and (c), result in personal liability of its managing director(s) (*Geschäftsführer*) for a breach of sections 30 and 31 GmbHG and/or section 826 BGB, the Agent shall not demand payment under and/or enforce the relevant Limited Upstream Obligations to the extent required in order not to incur such liability.

(e) The restrictions set out in this Section 2.15 do not affect the rights of the Secured Parties to claim any outstanding amount again at a later point in time if and to the extent the restrictions set out in this Section 2.26 would allow such claim at that later point in time.

(f) For the avoidance of doubt, the validity and enforceability of any Limited Upstream Obligation granted by a German Guarantor or of any Subsidiary of a German Guarantor in respect of any borrowing liabilities which are owed by German Guarantor or any of its subsidiaries shall not be limited under this Section 2.15.

(g) Nothing in this Section 2.15 shall prevent the Agent or a German Guarantor from claiming in court that the limitation on payments under and/or the enforcement of the Limited Upstream Obligations (as determined in accordance with the provisions of paragraphs (b) and (h)) is or is not (in whole or in part) required to protect the directors of the relevant GmbH Guarantor from personal liability for a breach of sections 30 and 31 GmbHG. For the avoidance of doubt, this paragraph (g) shall not operate to extend the restrictions that are otherwise stipulated in this Section 2.15.

(h) The terms set forth in this Section 2.15 shall cease to apply with respect to a German Guarantor in respect of which an insolvency proceeding has been opened if the terms set forth in this Section 2.15 are not required to avoid personal liability of the directors of a German Guarantor following the opening of such insolvency proceedings.

(i) Nothing in this Section 2.15 shall constitute a waiver (*Verzicht*) of any right granted under this Agreement or any other Debt Document to the Agent or any Secured Party or vice versa.

(j) Each reference in this Section 2.15 to a statutory provision shall be construed to be a reference to the relevant equivalent statutory provision (if any) as amend-ed, re-enacted or replaced from time to time. The limitations set out in this Section 2.15 shall cease to apply if and to the extent that as a result of a change of any of the statutory provisions referenced in this Section 2.15 the limitations are no longer required to protect the directors of a German Guarantor from personal liability.

(k) Notwithstanding anything to the contrary in this Agreement, this Section 2.15 and any rights and/or obligations arising out of it shall be governed by, and construed in accordance with, German law.

**SECTION 2.16. Japanese Guarantee Limitations.** The Obligations of each Guarantor incorporated under the laws of Japan (a “Japanese Guarantor”) under this Agreement shall be limited to the extent that the Obligations of the Borrower under the DIP Orders and Credit Agreement are lawful or acceptable under the Interest Rate Restriction Act (Act No. 100 of 1954, as amended), the Act Regulating the Receipt of Contributions, the Receipt of Deposits, and Interest Rates (Act No. 195 of 1954, as amended), and the Temporary Interest Rate Adjustment Act (Act No. 181 of 1947, as amended) of Japan (collectively, the “Interest Rate Restriction Acts”). If any Japanese Guarantor has made a payment to the Agent in respect of its Obligations under this Agreement, the amount of any such payment which exceeds the amount that is lawful and acceptable under the Interest Rate Restriction Acts, shall, following a request a such Japanese Guarantor, be promptly refunded to such Japanese Guarantor without interest.

**SECTION 2.17. Polish Guarantee Limitations.**

(a) Definitions

In this Section 2.17:

“Polish Bankruptcy Law” means the Polish Act of 28 February 2003 – Bankruptcy Law (as amended).

“Polish Commercial Companies Code” means the Polish Act of 15 September 2000 – Code of Commercial Companies (as amended).

“Polish Loan Party” means each Guarantor incorporated in Poland.

(b) The liability of each Polish Loan Party on the account of any obligations incurred by it pursuant to the Debt Documents shall be limited for as long as and to the extent required so that:

(i) any Polish Loan Party being a limited liability company (*spółka z ograniczoną odpowiedzialnością*):

(A) is not in a breach of the restrictions on the return to the shareholder(s) of the contributions (*wkład*) to cover the share capital as referred to in Article 189 § 1 of the Polish Commercial Companies Code; and/ or

(B) is not obligated to effect any payment thereunder to the extent such payment may result in reduction of such Polish Loan Party’s assets necessary

to cover in full its nominal share capital as referred to in Article 189 § 2 of the Polish Commercial Companies Code; and

(ii) in relation to any Polish Loan Party being a joint stock company (*spółka akcyjna*) and limited joint stock company (*spółka komandytowo-akcyjna*):

(A) it is not in a breach of the restrictions on the return to the shareholder(s) of the payments (*wpłata*) to cover the share capital as referred to in Article 344 § 1 of the Polish Commercial Companies Code; and/or

(B) the guarantee does not extend to any part of any loan which provides direct, or indirect, financing or other support in respect of the acquisition of shares issued by a Polish Loan Party, unless the requirements of Article 345 §§ 2 – 7 of the Polish Commercial Companies Code have been satisfied;

(iii) they do not result in insolvency of a Polish Loan Party as defined by Article. 11 § 2 of the Polish Bankruptcy Law. The limitation in this paragraph (a)(iii) shall not apply for as long as one or more of the following circumstances occurs:

(A) liabilities of the Polish Loan Party, other than those under the Finance Documents, result in its insolvency within the meaning of Article. 11 § 2 of the Polish Bankruptcy Law;

(B) an Event of Default arising as a result of a non-payment of the Obligations occurs and is continuing;

(C) an Event of Default (other than an Event of Default arising as a result of non-payment of the Obligations) occurs and the Agent exercises its rights to make the loan due and payable or the loan is otherwise due and payable and the Agent declares that such an Event of Default has occurred, irrespective of whether it occurred before or after the Polish Loan Party became insolvent within the meaning of Article. 11 § 2 of the Polish Bankruptcy Law; or

(D) Polish law is amended in such a manner that balance sheet insolvency (*niewypłacalność*) as provided for in Article. 11 § 2 of the Polish Bankruptcy Law no longer gives grounds for bankruptcy or no longer obliges the Polish Loan Party to file for bankruptcy.

(c) Without any prejudice to the application of the limitations provided in paragraph (a)(iii) above the Parties agree that Agent may at any time in its sole discretion limit the liabilities of each Polish Loan Party on the account of any obligations incurred by it pursuant to the Debt Documents. This includes, without limitation, limiting such liabilities to the extent necessary to prevent the insolvency of that Polish Loan Party, as defined by Article 11 § 2 of the Polish Bankruptcy Law.

#### SECTION 2.18. PRC SAFE Registration.

(a) Definitions

In this Section 2.18:

“Nei Bao Wai Dai Transaction” means any transaction involving any guarantee and/or security where (a) the provider of such guarantee or security is incorporated or organised in the PRC and (b) any debtor (including any person in respect of whose obligations or liabilities such guarantee or security is provided) and any creditor (including any person for whose benefit such guarantee or security is provided) in such transaction are incorporated or organised outside the PRC, which has the meaning given to the term nei bao wai dai (内保外贷) in the Administrative Regulations on Cross Border Guarantee (《跨境担保外汇管理规定》汇发[2014]29号) issued by SAFE on 12 May 2014.

“PRC” means the People’s Republic of China (for the purpose of this Agreement, excluding Hong Kong Special Administrative Region, Macau Special Administrative Region and Taiwan).

“PRC Business Day” means a day (other than a Saturday or Sunday) on which SAFE is open for general business in the PRC.

“PRC Guarantor” means any Guarantor that is registered and/or incorporated under PRC laws.

“SAFE” means the State Administration of Foreign Exchange of PRC, including any of its local competent counterparts.

“SAFE Registration” has the meaning assigned to such term in paragraph (b) below.

(b) The PRC Guarantors shall,

(i) as soon as reasonably practicable and within 15 PRC Business Days of execution of this Agreement,

(A) submit an application to the SAFE for registration of the guarantees given by them hereunder as Nei Bao Wai Dai Transaction (the “SAFE Registration”); and

(B) deliver to the Agent evidence satisfactory to the Agent of the submission of such application; and

(ii) within 90 days from the date of this Agreement, deliver to the Agent evidence (in form and substance satisfactory to the Agent) that registration of the guarantees hereunder with SAFE as Nei Bao Wai Dai Transaction has been effected. If the guarantees hereunder have not been successfully registered as Nei Bao Wai Dai Transaction within the 90-day period, the PRC Guarantors shall promptly notify the Agent and state the reasons for failure to register the guarantees.

(c) For the purpose of the SAFE Registration, the PRC Guarantors hereby appoint Marelli China Holding Company as the entity which will be responsible for all related matters.

(d) To the extent that any supplemental registration with SAFE is required and subject to SAFE’s window guidance from time to time, the PRC Guarantors shall, upon request by the Agent acting at the direction of the Required Lenders, promptly (and in any case within 3 months of the date that such request is made by the Agent and at the PRC Guarantors’ own expense), deliver to the Agent satisfactory evidence of any supplemental registration with SAFE of the guarantees given by the PRC Guarantors hereunder as Nei Bao Wai Dai Transaction, if, after the date of this Agreement, there is:

(i) any material amendment to the terms of this Agreement and/or any documents pursuant to which the Obligations arise, such as the amount of the guaranteed obligations or the guarantee period;

(ii) a change in the parties to this Agreement and/or any documents pursuant to which the Obligations arise; or

(iii) any other circumstance in respect of this Agreement and/or any documents pursuant to which the Obligations arise, which may trigger the requirement for supplemental registration with SAFE.

in each case which, in the Required Lenders' reasonable opinion that such circumstance is registrable, requires a supplemental registration with SAFE.

(e) Notwithstanding any other provision of any Debt Document, if the SAFE Registration is not completed despite the use of commercially reasonable endeavours to complete the same, neither of the Borrower or the PRC Guarantors shall have any responsibility or liability in respect of the SAFE Registration, and no breach of obligation, undertaking or representation and no Default shall arise in connection with or as a result of such failure to complete the registration.

#### SECTION 2.19. Romanian Guarantee Limitations and specific provisions.

(d) In this Agreement, where it relates to a Romanian Guarantor, a reference to:

"Romanian Civil Code" means the Romanian Civil Code that entered into force on 1 October 2011, initially approved by the Romanian Law no. 287/2009 and then republished on 15 July 2011, as amended from time to time, together with the Romanian Law no. 71/2011 for the implementation of the Romanian Civil Code, as amended from time to time.

"Romanian Companies Law" means Romanian Law No. 31/1990 on Companies, as amended and republished from time to time.

"Romanian Guarantor" means any Guarantor incorporated and functioning in accordance with the Romanian law.

"Romanian Insolvency Law" means Romanian Law No. 85/2014 on insolvency prevention and insolvency proceedings, as amended from time to time.

"security" includes *ipotecă mobilă, ipotecă imobiliară, gaj, altă garanție reală, cauciune reală, cesiune pentru cauză de garanție, sarcină, privilegiu, drept de preferință, drept de retenție, drept de prim refuz, și cesiuni de creanță în scop de garanție*;

"insolvency", or "reorganization", includes *insolvență, reorganizare judiciară*;

"bankruptcy" means *faliment*;

"director" includes *administrator*;

"joint and several" means *în mod solidar*;

"constitutional documents" includes contract de societate, act constitutiv and/or statut;



"gross negligence" includes culpă gravă;

"wilful misconduct" includes intenție frauduloasă; and

in each case as such Romanian terms are construed in accordance with Romanian law.

(e) Each Romanian Guarantor reasonably believes that the guarantee, indemnity, security and other obligations and liabilities contemplated in this Agreement and the obligations undertaken by it under this Agreement (including the limitations provided herein) or otherwise under this Agreement or under any other Debt Document are not in breach of any applicable Romanian law.

(f) Notwithstanding any other provisions of this Agreement or of any other Debt Document, the guarantee, indemnity, security and other obligations and liabilities expressed to be assumed by a Romanian Guarantor under any of the Debt Documents and in particular under this Agreement:

(i) shall not include any obligations or liabilities that is ascertained by a court of law,

(A) to constitute a breach of the financial assistance rules pursuant to Articles 106 of the Romanian Companies Law;

(B) to give rise to a misuse of corporate assets or to any criminal liability on the part of the founders (i.e. "*fondatori*" in the sense of Romanian law, including any signatories of the corporate statutes of the Romanian Guarantor, shareholders, directors, managers, other executive officers or legal representatives of the Romanian Guarantor within the meaning of Article 144 index 4 and Article 272 paragraph (1) subparagraphs (b) and (c) and Article 273 letter (c) of the Romanian Companies Law and Article 169 paragraph 1 subparagraph (a) of Romanian Insolvency Law, provided however that no such limitation shall apply in case of gross negligence and/or wilful misconduct; or

(C) would qualify as payment of dividends from fictive profits or which could not have been distributed pursuant to Article 272 index 1 item (b) of the Romanian Companies Law;

(ii) are considered by the Romanian Guarantor to generate corporate benefit and to be beneficial and justified to it. Notwithstanding such assessment duly made by the Romanian Guarantor, however it is agreed that, if any of the guarantees, security, indemnities or other obligations or liabilities of the Romanian Guarantor should be considered to be void or ineffective for reason of non-compliance with requirements of Romanian law relating to corporate benefit (legal capacity and underlying cause of an agreement) as conditions for the validity of agreements entered into by the Romanian Guarantor, but would be treated as valid and effective if the secured amounts or Obligations, as the case may be, were reduced in scope, the secured amounts or Obligations shall be deemed to be limited or reduced to the extent (but only to the extent) necessary to make them valid and effective.

(g) Without prejudice to and in addition to the representations and warranties made by it under any of the other Debt Documents, the Romanian Guarantor hereby represents and warrants to each of the Secured Parties and the Agent that it owns and maintains sufficient assets in Romania in order to allow the Romanian Guarantor to perform the obligations under this Agreement, in accordance with Article



2285 of the Romanian Civil Code. The Romanian Guarantor hereby agrees that any assignment or transfer, in accordance with Section 4.04 of this Agreement is without prejudice to the guaranty, indemnity and other obligations and liabilities granted, assumed or created under this Agreement, which shall remain in full force and effect and shall continue by maintaining the same rights and priority ranking as originally created.

(h) In the event that a competent court or arbitral tribunal, as the case may be, determines that Romanian law applies to the matters specified below, notwithstanding the Parties' intention to apply THE LAWS OF THE STATE OF NEW YORK or to the extent to which Romanian law would be applicable in any respects as a matter of prevailing public policy, the following provisions shall apply: (i) the Romanian Guarantor acknowledges, agrees and confirms that its obligations under this Agreement are and remain independent and abstract from the Obligations (Romanian: *garanție autonomă*) in accordance with Articles 2.321 of the Romanian Civil Code and does not result in a guarantee constituting a surety (Romanian: *fideiusiune*), thus the provisions of the Romanian Civil Code regarding the surety (Romanian: *fideiusiune*) will not apply (including, without being limited to, Articles 2.280 to 2.320 and 1.621); and (ii) the Romanian Guarantor hereby assumes the risk of change of the circumstances under which this Agreement is entered into, in accordance with Article 1271 paragraph 3 letter (c) of the Romanian Civil Code, and hereby waives any right to raise defences based on hardship (in Romanian: *impreviziune*). The Romanian Guarantor waives any right to avoid liability or obligations or raise defences on the basis of force majeure (in Romanian, *forță majoră*) or unforeseeable event (in Romanian: *caz fortuit*) with respect to any payment obligations under this Agreement.

(i) For the purposes of Article 1221 of the Romanian Civil Code, each Romanian Guarantor confirms that (i) it has the necessary experience and knowledge in order to assess this Agreement and its obligations hereunder the Credit Agreement or any other agreement, document or instrument giving rise to any Obligations and enter into this Agreement and (ii) it is not in a state of need as at the date of this Agreement nor will entering into this Agreement trigger such a state. This Agreement is the outcome of the negotiation among the parties and represents the full agreement of the parties with respect to absolutely all the essential and secondary aspects of this Agreement.

SECTION 2.20. Spanish Guarantee Limitations. The obligations of a Spanish Loan Party under the Debt Documents shall be deemed not to be assumed by such Spanish Loan Party to the extent that they constitute or may constitute unlawful financial assistance within the meaning of article 150 of the Spanish Companies Law (where the company is a Spanish public limited company (*sociedad anónima*)) or article 143 of the Spanish Companies Law (where the company is a Spanish limited liability company (*sociedad de responsabilidad limitada*)). Furthermore, the obligations of a Spanish Loan Party incorporated as a limited liability company (*sociedad de responsabilidad limitada*) under the Debt Documents (including this Agreement) shall be deemed not to be assumed by such Spanish Loan Party to the extent that they constitute a breach of article 401 of the Spanish Companies Law.

SECTION 2.21. Italian Guarantee Limitations.

(d) The obligations of each Italian Guarantor under this Agreement in respect of the Obligations of any Obligor which is not a Subsidiary (pursuant to article 2359, paragraph 1, numbers 1 and/or 2, of the Italian Civil Code) of such Italian Guarantor shall not exceed at any time an amount equal to the higher of:

- A. the aggregate from time to time of:
  - i. the aggregate principal outstanding amount of any Loan made available to such Italian Guarantor, and/or any of the direct or indirect subsidiaries of such Italian Guarantor pursuant to article 2359, paragraph 1, numbers 1 and/or 2, of the Italian Civil Code, as

borrower under the terms and conditions of the Credit Agreement (to the extent it is outstanding at that time); and

- ii. the outstanding principal amount of any intercompany loans or other financial support in any form (such term, for the avoidance of doubt, not including equity contributions), advanced to such Italian Guarantor (or any of its direct or indirect Subsidiaries pursuant to article 2359 of the Italian Civil Code) by any Obligor (whether directly or indirectly) out of the proceeds of any utilization under the Credit Agreement as resulting from time to time from the latest financial statements (*bilancio di esercizio*) duly approved by a shareholders meeting of such Italian Guarantor and/or any of its direct or indirect Subsidiaries, as the case may be.

- B. the net worth (*patrimonio netto*) of the relevant Italian Guarantor as resulting from time to time from the latest financial statements (*bilancio di esercizio*) approved from time to time by the shareholders' meeting of such Italian Guarantor.

**provided that**, notwithstanding any provision to the contrary under this Agreement or any other Loan Document, no Italian Guarantor shall be liable as a Guarantor under this Agreement in relation to the Obligations of any Obligor, which is not a subsidiary (pursuant to article 2359, paragraph 1, numbers 1 and/or 2, of the Italian Civil Code) of such Italian Guarantor, in respect of any amounts owed under any Loan Document in excess of an amount equal to the amount that such Italian Guarantor is entitled to set-off against its claims of recourse or subrogation (*regresso or surrogazione*) arising as a result of any payment made by such Italian Guarantor under the guarantee given under this Agreement (the “**Set-Off Right**”), **it further remaining understood that** any provision establishing a deferral of Guarantors' rights in any Loan Document, including in this Agreement, shall not prejudice, and will not apply to, the Set-Off Right;

(e) Notwithstanding any other provision under the Loan Documents, in order to comply with the provisions of Italian law in relation to financial assistance (including, without limitation, articles 2358 and/or 2474, as applicable, of the Italian Civil Code), any guarantee by the Italian Guarantor under and/or in connection with the Loan Documents shall not guarantee the payment of any Obligations to the extent that such obligation (i) was incurred or utilized for the purposes of financing or refinancing (directly or indirectly) the acquisition, acquisition costs, subscription or increase (direct or indirect) of the corporate capital of the Italian Guarantor and/or of any entity directly or indirectly controlling such Italian Guarantor; (ii) was incurred by any Guarantor under any guarantee given by such Guarantor under and/or in connection with any Loan Document in respect of the obligations referred to in paragraph (i) above; and/or (iii) is otherwise in breach of the applicable provisions of Italian law (including, without limitation, articles 2358 and/or 2474, as applicable, of the Italian Civil Code).

(f) Notwithstanding any provision to the contrary herein and/or in any Loan Document, in order to comply with the mandatory provisions of Italian law in relation to (i) maximum interest rates (including the Italian Usury Law and article 1815 of the Italian Civil Code), and (ii) capitalization of interests (including article 1283 of the Italian Civil Code and article 120 of the Italian Legislative Decree No. 385 of 1 September 1993), the obligations of any Italian Guarantor under this Agreement shall not include, and shall not extend to (i) any interest qualifying as usurious pursuant to the Italian Usury Law and (ii) any interest on overdue amounts compounded in violation of the provisions set forth by article 1283 of the Italian Civil Code and/or article 120 of the Italian Legislative Decree No. 385 of 1 September 1993, respectively.

Without prejudice to paragraph (c) above, in any event, pursuant to article 1938 of the Italian Civil Code, the maximum amount that any Italian Guarantor may be required to pay

in respect of its obligations as Guarantor under the Loan Documents shall not exceed 120 per cent. of the Commitments (which is, at the date of the execution of this Agreement, equal to \$1,037,739,112.80).

### ARTICLE III

#### SUBROGATION AND SUBORDINATION

SECTION 3.01. Contribution and Subrogation. Each Guarantor (a “Contributing Party”) agrees (subject to Section 3.02) that, in the event a payment shall be made by any other Guarantor hereunder in respect of any Obligation (the “Claiming Party”), the Contributing Party shall indemnify the Claiming Party in an amount equal to the amount of such payment, in each case multiplied by a fraction of which the numerator shall be the net worth of the Contributing Party on the date hereof and the denominator shall be the aggregate net worth of all the Contributing Parties together with the net worth of the Claiming Party on the date hereof (or, in the case of any Guarantor becoming a party hereto pursuant to Section 4.13, the date of the Guaranty Supplement hereto executed and delivered by such Guarantor). Any Contributing Party making any payment to a Claiming Party pursuant to this Section 3.01 shall be subrogated to the rights of such Claiming Party to the extent of such payment.

#### SECTION 3.02. Subordination.

(a) Notwithstanding any provision of this Agreement to the contrary, all rights of the Guarantors under Section 3.01 and all other rights of indemnity, contribution or subrogation under applicable law, the DIP Orders or otherwise shall be fully subordinated to the Obligations until the occurrence of the Termination Conditions. No failure on the part of the Borrower or any Guarantor to make the payments required by Section 3.01 (or any other payments required under applicable law, the DIP Orders or otherwise) shall in any respect limit the obligations and liabilities of any Guarantor with respect to its obligations hereunder, and each Guarantor shall remain liable for the full amount of the obligations of such Guarantor hereunder.

(b) Each Guarantor hereby agrees that upon the occurrence and during the continuance of an Event of Default and after notice from the Agent, all indebtedness owed by it to any Subsidiary shall be fully subordinated to the Obligations until the occurrence of the Termination Conditions.

### ARTICLE IV

#### MISCELLANEOUS

SECTION 4.01. Notices. All notices, requests and demands to or upon the respective parties hereto to be effective shall be in writing (including by telecopy), and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when delivered, or three (3) Business Days after being deposited in the mail, postage prepaid, or, in the case of telecopy notice, when received, addressed as follows in the case of any Guarantor and the Agent, or to such other address as may be hereafter notified by the respective parties hereto:

Any Guarantor

Marelli North America, Inc.  
1 Calsonic Way  
Shelbyville, TN 37160  
Attention: Toufic Saati  
E-mail address: toufic.saati@marelli.com

with copies to

Kirkland & Ellis LLP

(which shall not constitute notice):

601 Lexington Avenue  
New York, NY 10022  
Attention: Joshua A. Sussberg, P.C.; Nicholas M.  
Adzima; Evan Swager  
E-mail address: jsussberg@kirkland.com;  
nicholas.adzima@kirkland.com;  
evan.swager@kirkland.com

Kirkland & Ellis LLP  
333 West Wolf Point Plaza  
Chicago, Illinois 60654  
Attention: Ross M. Kwasteniet, P.C. and Spencer A.  
Winters, P.C.  
E-mail address: rkwesteniet@kirkland.com;  
spencer.winters@kirkland.com

Kirkland & Ellis LLP  
609 Main Street  
Houston, Texas 77002  
Attention: Rachael L. Lichman, P.C.  
E-mail address: rachael.lichman@kirkland.com

Agent:

GLAS USA LLC  
3 Second Street, Suite 206  
Jersey City, NJ 07311  
Email: TMGUS@glas.agency  
Clientservices.americas@glas.agency

provided that any notice, request or demand to or upon the Agent shall not be effective until received.

The Agent or any Guarantor may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications.

SECTION 4.02. Waivers; Amendment.

(a) No failure or delay by the Agent or any Lender in exercising any right or power hereunder or under any other Debt Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Agent and the Lenders hereunder and under the other Debt Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or consent to any departure by any Guarantor therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section 4.02, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan shall not be construed as a waiver of any Default, regardless of whether the Agent or any Lender may have had notice or knowledge of such Default at the time. No notice or demand on any Guarantor in any case shall entitle any Guarantor to any other or further notice or demand in similar or other circumstances.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Agent and the Guarantors with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with the terms of the DIP Orders or the Credit Agreement.

SECTION 4.03. Agent's Fees and Expenses, Indemnification.

(a) The parties hereto agree that the Agent shall be entitled to reimbursement of its costs and expenses incurred hereunder as provided in the Debt Documents, as if such applicable sections were set out in full herein *mutatis mutandis*.

(b) Without limitation of its indemnification obligations under the other Debt Documents, each Guarantor agrees to indemnify the Agent, each Lender and each of the foregoing's affiliates, partners, directors, trustees, shareholders, officers, directors, employees, agents, controlling persons, counsel and other advisors in accordance with the terms of the Debt Documents (as if such applicable sections were set out in full herein *mutatis mutandis*).

(c) Any such amounts payable as provided hereunder shall be additional Obligations guaranteed hereby and secured by the other Debt Documents. The provisions of this Section 4.03 shall remain operative and in full force and effect regardless of the termination of this Agreement or any other Debt Document, the consummation of the transactions contemplated hereby, the repayment or discharge of any of the Obligations, the invalidity or unenforceability of any term or provision of this Agreement or any other Debt Document, or any investigation made by or on behalf of the Agent or any other Secured Party. All amounts due under this Section 4.03 shall be payable within the time period, and subject to the conditions, set forth in the Debt Documents.

SECTION 4.04. Successors and Assigns. Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the permitted successors and assigns of such party; and all covenants, promises and agreements by or on behalf of any Guarantor or the Agent that are contained in this Agreement shall bind and inure to the benefit of their respective permitted successors and assigns.

SECTION 4.05. Survival of Representations and Warranties. All representations and warranties made hereunder and in any other Debt Document or other document delivered pursuant hereto or thereto or in connection therewith shall survive the execution and delivery hereof and thereof. Such representations and warranties have been or will be relied upon by the Agent and each Lender, regardless of any investigation made by Agent or any Lender or on their behalf and notwithstanding that the Agent or any Lender may have had notice or knowledge of any Default at the time any credit is extended under the Credit Agreement, and shall continue in full force and effect until the Termination Conditions have occurred.

SECTION 4.06. Counterparts; Effectiveness; Several Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by telecopier or other electronic transmission of an executed counterpart of a signature page to this Agreement shall be effective as delivery of an original executed counterpart of this Agreement. This Agreement shall become effective as to any Guarantor when a counterpart hereof executed on behalf of such Guarantor shall have been delivered to the Agent and a counterpart hereof shall have been executed on behalf of the Agent, and thereafter shall be binding upon and inure to the benefit of such Guarantor and the Agent and their respective permitted successors and assigns, except that no Guarantor shall have the right to assign or transfer its rights or obligations hereunder or any interest herein except as expressly contemplated by this Agreement or the



Credit Agreement. This Agreement shall be construed as a separate agreement with respect to each Guarantor and may be amended, modified, supplemented, waived or released with respect to any Guarantor without the approval of any other Guarantor and without affecting the obligations of any other Guarantor hereunder.

SECTION 4.07. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions, the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions.

SECTION 4.08. Right of Set-Off. In addition to any rights and remedies of the Lenders provided by Applicable Law, upon the occurrence and during the continuance of any Event of Default and subject to the DIP Orders, the Agent and its Affiliates and each Lender and its Affiliates is authorized at any time and from time to time, without prior notice to any Guarantor, any such notice being waived by each Guarantor to the fullest extent permitted by Applicable Law, to set off and apply any and all deposits (general or special, time or demand, provisional or final), at any time held by, and other indebtedness at any time owing by, the Agent and its Affiliates or such Lender and its Affiliates to or for the credit or the account of the respective Guarantor against any and all obligations owing to the Agent and its Affiliates or such Lender and its Affiliates hereunder, now or hereafter existing, irrespective of whether or not the Agent and its Affiliates or such Lender and its Affiliates shall have made demand under this Agreement and although such obligations may be contingent or unmatured or denominated in a currency different from that of the applicable deposit or indebtedness. Notwithstanding anything to the contrary contained herein, none of the Agent and its Affiliates and each Lender and its Affiliates shall have a right to set off and apply any deposits held or other indebtedness owing by the Agent or its Affiliates or such Lender or its Affiliates, as the case may be, to or for the credit or the account of any Subsidiary of a Guarantor which is not a "United States person" within the meaning of Section 7701(a)(30) of the Code unless such Subsidiary is not a direct or indirect Subsidiary of the Borrower. Each Lender agrees promptly to notify the relevant Guarantor and the Agent after any such set off and application made by such Lender; provided that the failure to give such notice shall not affect the validity of such setoff and application. The rights of the Agent and each Lender under this Section 4.08 are in addition to other rights and remedies (including other rights of setoff) that the Agent and such Lender may have.

SECTION 4.09. GOVERNING LAW; CONSENT TO FORUM.

(a) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO CONFLICT OF LAW PRINCIPLES TO THE EXTENT SUCH PRINCIPLES WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

(b) EACH GUARANTOR HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF THE BANKRUPTCY COURT AND, SOLELY TO THE EXTENT THAT THE BANKRUPTCY COURT DOES NOT HAVE (OR ABSTAINS FROM EXERCISING) JURISDICTION OVER ANY MATTER, ANY STATE COURT SITTING IN THE CITY OF NEW YORK IN THE BOROUGH OF MANHATTAN OR THE UNITED STATES DISTRICT COURT IN THE SOUTHERN DISTRICT OF NEW YORK IN THE BOROUGH OF MANHATTAN, IN ANY DISPUTE, ACTION, LITIGATION OR OTHER PROCEEDING RELATING IN ANY WAY TO THIS AGREEMENT, AND AGREES THAT ANY DISPUTE, ACTION, LITIGATION OR OTHER PROCEEDING SHALL BE BROUGHT BY IT SOLELY IN ANY SUCH COURT. EACH GUARANTOR IRREVOCABLY AND

UNCONDITIONALLY WAIVES ALL CLAIMS, OBJECTIONS AND DEFENSES THAT IT MAY HAVE REGARDING ANY SUCH COURT'S PERSONAL OR SUBJECT MATTER JURISDICTION, VENUE OR INCONVENIENT FORUM. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE JURISDICTION OF SUCH COURTS AND CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 4.01 HEREOF, SUBJECT TO THE PROVISIONS OF PARAGRAPH (D) BELOW. A FINAL JUDGMENT IN ANY PROCEEDING OF ANY SUCH COURT SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR ANY OTHER MANNER PROVIDED BY APPLICABLE LAW.

(c) THIS CLAUSE IS FOR THE BENEFIT OF THE SECURED PARTIES ONLY. AS A RESULT, NO SECURED PARTY SHALL BE PREVENTED FROM TAKING PROCEEDINGS RELATING TO A DISPUTE IN ANY OTHER COURTS WITH JURISDICTION. TO THE EXTENT PERMITTED BY LAW, THE SECURED PARTIES MAY TAKE CONCURRENT PROCEEDINGS IN ANY NUMBER OF JURISDICTIONS.

(d) Notwithstanding the foregoing, exclusively for purposes of the submission by a Foreign Guarantor incorporated under the laws of Mexico, with respect to any action or proceeding arising out of or relating to this agreement, each of the parties hereto expressly and irrevocably (i) agrees to (a) and (b) above, (ii) waives the right to any other jurisdiction to which it may be entitled by reason of present or future domicile or place of residence or for any other reason, (iii) submits to the exclusive jurisdiction of the courts mentioned in (b) above and (iv) waives any object to those courts on the ground of venue or forum *non conveniens*.

(e) Each Guarantor incorporated under the laws of Mexico hereby (i) designates as its conventional address the address of Marelli North America, Inc. (the "Process Agent") at 1 Calsonic Way, Shelbyville, TN 37160 (or such other address as is notified in writing in the future by the Process Agent to such Guarantor), for the purposes of the Process Agent receiving on its behalf service of all process in any proceedings brought with respect to this Agreement in any court, such service being hereby acknowledged by such Guarantor as effective and binding service in every respect, (ii) acknowledges and agrees that as of the date of execution of this Agreement, it has held a shareholders' or partners' meeting, as applicable, whereby it was resolved to grant an irrevocable special power of attorney pursuant to Article 2554 of the Federal Civil Code (*Código Civil Federal*) of Mexico and the correlative provisions of the Civil Codes (*Códigos Civiles*) of the States of Mexico, in favor of the Process Agent, in terms acceptable to the Agent, with authority for lawsuits and collections, with the sole purpose of making effective and valid under the laws of Mexico any service of process as mentioned herein, and (iii) agrees that as soon as possible but in any event within 15 Business Days following the date of execution of this Agreement, it will deliver to the Agent an original hard copy (*testimonio*) of the corresponding shareholders' or partners' meeting resolutions, as applicable, mentioned in (ii) above, notarized by the Mexican notary public.

(f) Each Foreign Guarantor hereby designates the Process Agent as its agent for service of all process in any proceedings brought with respect to this Agreement in any court, such service being hereby acknowledged by such Guarantor as effective and binding service in every respect and, to the extent the Process Agent ceases to be appointed as agent for service of process agrees that the Agent may appoint a replacement agent for service of process.

SECTION 4.10. Headings. Article and Section headings herein are included for convenience of reference only and shall not affect the interpretation of this Agreement.

SECTION 4.11. Guarantee Absolute. To the fullest extent permitted by applicable law and the DIP Orders, all rights of the Agent hereunder and all obligations of each Guarantor hereunder shall



be absolute and unconditional irrespective of (a) any lack of validity or enforceability of the Credit Agreement, any other Debt Document, any agreement with respect to any of the Obligations or any other agreement or instrument relating to any of the foregoing, (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from the Credit Agreement, any other Debt Document, any other agreement or instrument, (c) any release or amendment or waiver of or consent under or departure from any guarantee guaranteeing all or any of the Obligations or (d) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Guarantor in respect of the Obligations or this Agreement.

#### SECTION 4.12. Termination or Release.

(a) This Agreement and the guarantees made herein shall automatically terminate with respect to all Obligations upon the Termination Conditions being satisfied.

(b) Any Guarantor shall be released solely in accordance with the provisions of the Debt Documents.

(c) In connection with any termination or release pursuant to paragraph (a) or (b) of this Section 4.12, the Agent shall execute and deliver to any Guarantor, at such Guarantor's expense, all documents that such Guarantor shall reasonably request to evidence such termination or release. Any execution and delivery of documents pursuant to this Section 4.12 shall be without recourse to or warranty by the Agent.

(d) At any time that the respective Guarantor desires that the Agent take any of the actions described in immediately preceding paragraph (c), it shall, upon request of the Agent, deliver to the Agent any such certifications as the Agent shall reasonably require in accordance the terms of the Debt Documents. The Agent shall have no liability whatsoever to any Secured Party as a result of any release of any Guarantor by it as permitted (or which the Agent in good faith believes to be permitted) by this Section 4.12.

(e) Notwithstanding anything to the contrary in any Debt Document, the guarantees granted hereunder will automatically release as set forth by the terms of the Debt Documents. Notwithstanding anything to the contrary contained herein, if there is any conflict between this Section 4.23 and the terms of the Debt Documents, the terms of the Debt Documents shall govern.

SECTION 4.13. Additional Guarantors. Any Subsidiary required to become party to this Agreement pursuant to the terms of the Debt Documents may do so by executing and delivering a Guaranty Supplement and such Subsidiary shall become a Guarantor hereunder with the same force and effect as if originally named as a Guarantor herein. The execution and delivery of any such instrument shall not require the consent of any other Guarantor hereunder or any Lender. The rights and obligations of each Guarantor hereunder shall remain in full force and effect notwithstanding the addition of any new Guarantor as a party to this Agreement.

SECTION 4.14. DIP Orders Control. In the event of any conflict between any terms and provisions set forth in this Agreement and those set forth in the DIP Orders, the terms and provisions of the DIP Orders shall supersede and control the terms and provisions of this Agreement.

#### SECTION 4.15. Spanish formalities.

(a) This Agreement and any amendments hereto shall, at the request of the Agent on the date the Post-Closing Security Documents governed by Spanish law are executed in Spain,

be formalized in a Spanish Public Document by the Spanish Loan Parties, so that it may have the status of a notarial document for all purposes contemplated in Article 517.2.4º of the Spanish Civil Procedural Law. For the purposes of Articles 571 et seq. of the Spanish Civil Procedural Law, the Spanish Loan Parties and the Lenders (or the applicable Secured Parties) agree that the amounts due and payable will be the amounts appearing in the register for recordation as provided by the Agent.

(b) For the purposes of article 540.2 of the Spanish Civil Procedural Law, the Spanish Loan Parties acknowledge and accept that, provided that the relevant assignment, transfer or change of Lenders has been made in accordance with the terms of the Credit Agreement, any assignment, transfer or change of Lenders shall be duly and sufficiently evidenced to any Spanish court by means of a certificate issued by the Agent confirming who the Lenders are at the relevant time and, therefore, those Persons who are certified as Lenders by the Agent shall be able to initiate enforcement in Spain through *procedimiento ejecutivo* without further evidence being required.

## ARTICLE V

### ADDITIONAL COVENANTS OF HOLDINGS AND INTERMEDIATE HOLDINGS

SECTION 5.01. Holdco Status. Holdings and Intermediate Holdings shall not, directly or indirectly, jointly or severally, (a) incur any Indebtedness or any other obligation or liability whatsoever other than the guarantee of the Obligations pursuant to this Agreement, the Debt Documents, the obligations under the Junior DIP Loan Documents and the obligations under the Prepetition Senior Facility Agreement, (b) create or suffer to exist any Lien upon any property or assets now owned or hereafter acquired by Holdings or Intermediate Holdings other than the Liens created under the Debt Documents to which it is a party, Liens securing the obligations under the Junior DIP Loan Documents and Liens securing the obligations under the Prepetition Senior Facility Agreement, (c) engage in any business or activity or own any assets (including, without limitation, cash and Cash Equivalents) other than (i) holding Capital Stock of the Borrower, (ii) performing its obligations and activities incidental thereto and (iii) performing its obligations under the Debt Documents, (d) consolidate with or merge with or into, or convey, transfer or lease all or substantially all its assets to, any Person, or (e) fail to hold itself out to the public as a legal entity separate and distinct from all other Persons. Holdings shall not, directly or indirectly, make any Restricted Payment, except, in each case subject to the Approved Budget, distributions to Holdings' direct or indirect parent companies solely for the purposes (and subject to the limitations) set forth in clauses (b) or (c) of Section 7.6 of the Credit Agreement. Any breach of this Section 5.01 shall constitute an Event of Default under the Credit Agreement, with immediate effect.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**GUARANTORS:**

**MARELLI TENNESSEE USA LLC**

By: \_\_\_\_\_  
Name:  
Title:

**MARELLI AUTOMOTIVE LIGHTING USA LLC**

By: \_\_\_\_\_  
Name:  
Title:

**MARELLI NORTH CAROLINA USA LLC**

By: \_\_\_\_\_  
Name:  
Title:

**MARELLI HOLDING USA, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**MARELLI SISTEMAS AUTOMOTIVOS  
INDUSTRIA E COMERCIO BRASIL LTDA.**

As witnesses

By: \_\_\_\_\_  
Name:

By: \_\_\_\_\_  
Name:

**MARELLI INDUSTRIA E COMERCIO DE  
COMPONENTES AUTOMOTIVOS BRASIL  
LTDA.**

As witnesses

By: \_\_\_\_\_  
Name:

By: \_\_\_\_\_  
Name:

**MARELLI COFAP DO BRASIL LTDA.**

As witnesses

By: \_\_\_\_\_  
Name:

By: \_\_\_\_\_  
Name:

**MAGNETI MARELLI DO BRASIL INDÚSTRIA E  
COMÉRCIO LTDA.**

As witnesses

By: \_\_\_\_\_  
Name:

By: \_\_\_\_\_  
Name:

**MARELLI DO BRASIL INDUSTRIA E  
COMERCIO LTDA.**

As witnesses

By: \_\_\_\_\_  
Name:

By: \_\_\_\_\_  
Name:

**MARELLI AUTOMOTIVE COMPONENTS  
(WUHU) CO., LTD.  
(Company Stamp)**

By: \_\_\_\_\_  
Name:  
Title:

**MARELLI AUTOMOTIVE COMPONENTS  
(WUXI) CORP.  
(Company Stamp)**

By: \_\_\_\_\_  
Name:  
Title:

**MARELLI AUTOMOTIVE ELECTRONICS  
(GUANGZHOU) CO., LTD.  
(Company Stamp)**

By: \_\_\_\_\_  
Name:  
Title:

**MARELLI AUTOMOTIVE CHASSIS SYSTEM  
(GUANGZHOU) CO., LTD.  
(Company Stamp)**

By: \_\_\_\_\_  
Name:  
Title:

**MARELLI AUTOMOTIVE COMPONENTS  
(GUANGZHOU) CORP.  
(Company Stamp)**

By: \_\_\_\_\_  
Name:  
Title:

**MARELLI AUTOMOTIVE LIGHTING (FOSHAN)  
CO., LTD.  
(Company Stamp)**

By: \_\_\_\_\_  
Name:  
Title:

**MARELLI (GUANGZHOU) CORPORATION  
(Company Stamp)**

By: \_\_\_\_\_  
Name:  
Title:

**MARELLI CHINA HOLDING COMPANY  
(Company Stamp)**

By: \_\_\_\_\_  
Name:  
Title:

**MARELLI (CHINA) CO., LTD  
(Company Stamp)**

By: \_\_\_\_\_  
Name:  
Title:

**MARELLI (XIANG YANG) CORPORATION  
(Company Stamp)**

By: \_\_\_\_\_  
Name:  
Title:



**MARELLI ENGINEERING (SHANGHAI) CO.,  
LTD.**  
(Company Stamp)

By: \_\_\_\_\_  
Name:  
Title:

**MARELLI R&D CO., LIMITED**  
(Company Stamp)

By: \_\_\_\_\_  
Name:  
Title:

**CALSONIC KANSEI (SHANGHAI) CORP**  
(Company Stamp)

By: \_\_\_\_\_  
Name:  
Title:

**MARELLI TOOLING (GUANGZHOU)  
CORPORATION**  
(Company Stamp)

By: \_\_\_\_\_  
Name:  
Title:

**MARELLI INTERNATIONAL TRADING  
(SHANGHAI) CO., LTD.**  
(Company Stamp)

By: \_\_\_\_\_  
Name:  
Title:

**MARELLI POWERTRAIN (HEFEI) CO., LTD.**  
**(Company Stamp)**

By: \_\_\_\_\_  
Name:  
Title:

**MARELLI BUSINESS SERVICE (DALIAN) CO., LTD**  
**(Company Stamp)**

By: \_\_\_\_\_  
Name:  
Title:

**MARELLI AUTOMOTIVE LIGHTING JIHLAVA  
(CZECH REPUBLIC) S.R.O.**

By: \_\_\_\_\_

Name:

Title:

**MARELLI FRANCE S.A.S.**

By: \_\_\_\_\_  
Name:  
Title:

**MARELLI AUTOMOTIVE LIGHTING FRANCE  
S.A.S.**

By: \_\_\_\_\_  
Name:  
Title:

**MARELLI ARGENTAN FRANCE S.A.S.**

By: \_\_\_\_\_  
Name:  
Title:

**MARELLI SOPHIA ANTIPOLIS FRANCE S.A.S.**

By: \_\_\_\_\_  
Name:  
Title:

**MARELLI SMART ME UP S.A.S.**

By: \_\_\_\_\_  
Name:  
Title:

**MARELLI EPT STRASBOURG (FRANCE) S.A.S.**

By: \_\_\_\_\_  
Name:  
Title:

**MARELLI GERMANY GMBH**

By: \_\_\_\_\_

Name:

Title: Managing Director (*Geschäftsführer*)

By: \_\_\_\_\_

Name:

Title: Managing Director (*Geschäftsführer*)

**MARELLI AFTERMARKET GERMANY GMBH**

By: \_\_\_\_\_

Name:

Title: Managing Director (*Geschäftsführer*)

By: \_\_\_\_\_

Name:

Title: Managing Director (*Geschäftsführer*)

**MARELLI SUSPENSION SYSTEMS ITALY S.P.A.**

By: \_\_\_\_\_  
Name:  
Title:

**MARELLI AFTERMARKET ITALY S.P.A.**

By: \_\_\_\_\_  
Name:  
Title:

**MARELLI EUROPE S.P.A.**

By: \_\_\_\_\_  
Name:  
Title:

**MARELLI AUTOMOTIVE LIGHTING ITALY  
S.P.A.**

By: \_\_\_\_\_  
Name:  
Title:

**MARELLI EAXLE TORINO S.R.L.**

By: \_\_\_\_\_  
Name:  
Title:

**MARELLI CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:

**MARELLI KYUSHU CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:

**MARELLI FUKUSHIMA CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:

**MARELLI YOKOHAMA K.K.**

By: \_\_\_\_\_  
Name:  
Title:

**MARELLI IWASHIRO CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:

**MARELLI AFTERSALES CO., LTD.**

By: \_\_\_\_\_  
Name:  
Title:



**MARELLI BUSINESS SERVICES  
CORPORATION**

By: \_\_\_\_\_

Name:

Title:

**MARELLI MEXICANA, S.A. DE C.V.**

By: \_\_\_\_\_  
Name:  
Title:

**MARELLI AUTOMOTIVE LIGHTING JUÁREZ  
MÉXICO, S.A DE C.V.**

By: \_\_\_\_\_  
Name:  
Title:

**MARELLI GLOBAL BUSINESS SERVICES  
AMÉRICA, S. DE R.L. DE C.V.**

By: \_\_\_\_\_  
Name:  
Title:

**MARELLI RIDE DYNAMICS MÉXICO, S. DE R.L.  
DE C.V.**

By: \_\_\_\_\_  
Name:  
Title:

**MARELLI TOLUCA MÉXICO, S. DE R.L. DE C.V.**

By: \_\_\_\_\_  
Name:  
Title:

**CK TRADING DE MEXICO, S. DE R.L. DE C.V.**

By: \_\_\_\_\_  
Name:  
Title:

**MARELLI AUTOMOTIVE LIGHTING  
TEPOTZOTLÁN MÉXICO, S. DE R.L. DE C.V.**

By: \_\_\_\_\_

Name:

Title:

**MARELLI CABIN COMFORT MEXICANA, S.A.  
DE C.V.**

By: \_\_\_\_\_

Name:

Title:

**MARELLI CABIN COMFORT TRADING DE  
MEXICO, S. DE. R.L. DE C.V.**

By: \_\_\_\_\_

Name:

Title:

**MARELLI MOROCCO LLC SARL**

By: \_\_\_\_\_

Name:

Title:

For the purposes of Article 1.203 of the Civil Code, each Romanian Guarantor hereby expressly acknowledges and accepts ARTICLE II (*Guaranty*), ARTICLE III (*Subrogation and Subordination*), SECTION 4.09 (*Governing law. Consent to Forum*), as well as each and every provision of this Agreement providing: (A) in favor of the Lenders, the Secured Parties or the Agent: (i) limitations of liability, (ii) the right to unilaterally terminate the Agreement, (iii) the right to suspend the performance of its obligations; or (B) in respect of the Romanian Guarantor: (i) the loss of rights, (ii) the loss of benefit of term, (iii) the limitation of the right to raise exceptions, (iv) the limitation of the right to contract with third parties, (v) silent prolongation of the Agreement, (vi) the applicable law, (vii) dispute resolution clauses or provisions derogating from competent courts' jurisdiction rules.

**MARELLI PLOIESTI ROMANIA S.R.L.**

By: \_\_\_\_\_  
Name:  
Title:

**MARELLI CLUJ ROMANIA S.R.L.**

By: \_\_\_\_\_  
Name:  
Title:

**MARELLI ESPAÑA S.A.U.**

By: \_\_\_\_\_  
Name:  
Title:

**MARELLI AFTERMARKET SPAIN S.L.U.**

By: \_\_\_\_\_  
Name:  
Title:

**MARELLI AUTOMOTIVE SYSTEMS UK  
LIMITED**

By: \_\_\_\_\_  
Name:  
Title:

**AUTOMOTIVE LIGHTING UK LIMITED**

By: \_\_\_\_\_  
Name:  
Title:

**MARELLI AUTOMOTIVE SYSTEMS EUROPE  
PLC**

By: \_\_\_\_\_  
Name:  
Title:



HOLDINGS:

**EXECUTED** by **MARELLI HOLDINGS** )  
**CO., LTD.**, by: )  
)

.....  
Signature of director

.....  
Signature of director/company secretary  
(delete as applicable)

.....  
Full name of director (print)

.....  
Full name of director/company secretary  
(print) (delete as applicable)

**AGENT:**

**GLAS USA LLC**

By: \_\_\_\_\_  
Name:  
Title:

**EXHIBIT I TO THE GUARANTY**

**[FORM OF] GUARANTY SUPPLEMENT**

This **SUPPLEMENT NO. [●]** (this “Guaranty Supplement”), dated as of [\_\_\_\_], to that certain First-Out Super-Senior Secured Superpriority Debtor-In-Possession Guaranty, dated as of [\_\_\_\_] (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty”), among **MARELLI HOLDINGS CO., LTD**, a company organized under the laws of Japan (“Holdings”), **MARELLI CORPORATION**, a company organized under the laws of Japan (“Intermediate Holdings”), the other Guarantors (as defined herein) from time to time party hereto and **GLAS USA LLC**, as Agent; capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Guaranty.

**WHEREAS**, reference is made to that certain First-Out Super-Senior Secured Superpriority Debtor-In-Possession Credit Agreement (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among **MARELLI NORTH AMERICA, INC.**, a Tennessee corporation, as the borrower and debtor-in-possession in the Chapter 11 Cases (the “Borrower”), the several financial institutions or entities from time to time party thereto as Lenders and **GLAS USA LLC**, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the “Administrative Agent”), as collateral agent, security trustee and joint and several creditor for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, the “Collateral Agent”).

**WHEREAS**, the Guarantors have entered into the Guaranty in order to induce the Lenders to make Loans. Section 4.13 of the Guaranty provides that subsequently acquired or wholly owned direct or indirect Subsidiaries may become Guarantors under the Guaranty by execution and delivery of an instrument in the form of this Guaranty Supplement. The undersigned (the “New Guarantor”) is executing this Guaranty Supplement in accordance with the requirements of the Credit Agreement to become a Guarantor under the Guaranty in order to induce the Lenders to make Loans from time to time under the terms of the Credit Agreement.

**ACCORDINGLY**, the Agent and the New Guarantor agree as follows:

**SECTION 1. Obligations Under the Guaranty.** In accordance with Section 4.13 of the Guaranty, the New Guarantor by its signature below becomes a Guarantor under the Guaranty with the same force and effect as if originally named therein as a Guarantor and the New Guarantor hereby (a) agrees to all the terms and provisions of the Guaranty applicable to it as a Guarantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Guarantor thereunder are true and correct on and as of the date hereof. Each reference to a “Guarantor” in the Guaranty shall be deemed to include the New Guarantor and each reference in any other Debt Document to a “Guarantor”, a “DIP Loan Party” or a “Loan Party” shall also be deemed to include the New Guarantor. The Guaranty is hereby incorporated herein by reference.

**SECTION 2. Representations and Warranties.** The New Guarantor represents and warrants to the Agent and the other Secured Parties that this Guaranty Supplement (i) has been duly authorized, executed and delivered by it and (ii) constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as such enforceability may be limited by Debtor Relief Laws and by general principles of equity.

**SECTION 3. Delivery by Facsimile; Electronic Transmission.** Delivery of an executed counterpart of a signature page to this Guaranty Supplement by facsimile or other electronic transmission

(including “.pdf” or “.tif” files) shall be effective as delivery of an original executed counterpart of this Guaranty Supplement.

SECTION 4. GOVERNING LAW; CONSENT TO FORUM.

(a) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO CONFLICT OF LAW PRINCIPLES TO THE EXTENT SUCH PRINCIPLES WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

(b) EACH GUARANTOR HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF THE BANKRUPTCY COURT AND, SOLELY TO THE EXTENT THAT THE BANKRUPTCY COURT DOES NOT HAVE (OR ABSTAINS FROM EXERCISING) JURISDICTION OVER ANY MATTER, ANY STATE COURT SITTING IN THE CITY OF NEW YORK IN THE BOROUGH OF MANHATTAN OR THE UNITED STATES DISTRICT COURT IN THE SOUTHERN DISTRICT OF NEW YORK IN THE BOROUGH OF MANHATTAN, IN ANY DISPUTE, ACTION, LITIGATION OR OTHER PROCEEDING RELATING IN ANY WAY TO THIS AGREEMENT, AND AGREES THAT ANY DISPUTE, ACTION, LITIGATION OR OTHER PROCEEDING SHALL BE BROUGHT BY IT SOLELY IN ANY SUCH COURT. EACH GUARANTOR IRREVOCABLY AND UNCONDITIONALLY WAIVES ALL CLAIMS, OBJECTIONS AND DEFENSES THAT IT MAY HAVE REGARDING ANY SUCH COURT’S PERSONAL OR SUBJECT MATTER JURISDICTION, VENUE OR INCONVENIENT FORUM. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE JURISDICTION OF SUCH COURTS AND CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 4.01 OF THE GUARANTY, SUBJECT TO THE PROVISIONS OF PARAGRAPH (D) BELOW. A FINAL JUDGMENT IN ANY PROCEEDING OF ANY SUCH COURT SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR ANY OTHER MANNER PROVIDED BY APPLICABLE LAW.

(c) THIS CLAUSE IS FOR THE BENEFIT OF THE SECURED PARTIES ONLY. AS A RESULT, NO SECURED PARTY SHALL BE PREVENTED FROM TAKING PROCEEDINGS RELATING TO A DISPUTE IN ANY OTHER COURTS WITH JURISDICTION. TO THE EXTENT PERMITTED BY LAW, THE SECURED PARTIES MAY TAKE CONCURRENT PROCEEDINGS IN ANY NUMBER OF JURISDICTIONS.

(d) The remaining provisions of Section 4.09 (*Governing law; Consent to forum*) are incorporated in this Guaranty Supplement *mutatis mutandis*.

SECTION 5. Affirmation. Except as expressly supplemented hereby, the Guaranty shall remain in full force and effect.

SECTION 6. Severability. If any provision of this Guaranty Supplement is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Guaranty Supplement shall not be affected or impaired thereby. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions, the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions.

SECTION 7. Notice. All communications and notices hereunder shall be in writing and given as provided in Section 4.01 of the Guaranty.

SECTION 8. Reimbursement. The New Guarantor agrees to reimburse the Agent for its properly incurred out-of-pocket expenses in connection with this Guaranty Supplement, including the fees and other properly incurred charges and disbursements of counsel for the Agent in accordance with the terms of the Credit Agreement.

*[Signature Pages Follow]*

**IN WITNESS WHEREOF**, the New Guarantor and the Agent have duly executed this Guaranty Supplement as of the day and year first above written.

**[NAME OF ADDITIONAL GUARANTOR]**

By: \_\_\_\_\_  
Name:  
Title:

**GLAS USA LLC**, as Agent

By: \_\_\_\_\_  
Name:  
Title:

EXHIBIT I

FORM OF GLOBAL INTERCOMPANY NOTE

[See attached]



FORM OF GLOBAL INTERCOMPANY NOTE  
AND SUBORDINATION AGREEMENT

[●], 20\_\_

FOR VALUE RECEIVED, each of the undersigned, to the extent owing from time to time any Indebtedness, made with proceeds of Loans, to any other Person listed on the signature pages hereto (each, in such capacity, an “**Intercompany Debtor**”), hereby promises to pay on demand to such other Person to the extent owed from time to time any such Indebtedness (each, in such capacity, an “**Intercompany Lender**”), in lawful money of the United States of America, or in such other currency as agreed to by such Intercompany Debtor and such Intercompany Lender, in immediately available funds, at such location as such Intercompany Lender shall from time to time designate, the unpaid principal amount of all Indebtedness, made with proceeds of Loans, owed by such Intercompany Debtor to such Intercompany Lender (any such Indebtedness, “**Intercompany Indebtedness**”). Each Intercompany Debtor promises also to pay interest on the unpaid principal amount of all Intercompany Indebtedness owing by such Intercompany Debtor to any Intercompany Lender in like money at such location from the date such Intercompany Indebtedness was incurred until such Intercompany Indebtedness is paid in full at such rate per annum as shall be agreed upon from time to time by such Intercompany Debtor and such Intercompany Lender.

Certain intercompany Indebtedness made with cash and cash equivalents or other assets not constituting proceeds of the Loans may also be evidenced by one or more promissory notes issued prior to, or from time to time after, the date hereof by an Intercompany Debtor to an Intercompany Lender.

This note (this “**Global Note and Subordination Agreement**”) shall evidence all Intercompany Indebtedness owing by an Intercompany Debtor to an Intercompany Lender, whether or not any Intercompany Indebtedness is evidenced by a separate intercompany note (an “**Intercompany Note**”).

In the event of a conflict between the provisions of any Intercompany Note and the subordination provisions incorporated by reference into this Global Note and Subordination Agreement pursuant to the third succeeding paragraph below, such subordination provisions shall control, and such Intercompany Note shall be deemed modified to the extent of such conflict.

Capitalized terms used in this Global Note and Subordination Agreement but not otherwise defined herein shall have the meanings assigned to them in the (i) First-Out Super-Senior Secured Superpriority Debtor-In-Possession Credit Agreement, dated as of June 13, 2025 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “**Senior Credit Agreement**”), among Marelli North America, Inc., a Tennessee corporation and a debtor-in-possession in the Chapter 11 Cases, the several financial institutions or entities party thereto from time to time as lenders, and GLAS USA LLC, as administrative agent and collateral agent and (ii) once executed, that certain Junior Secured

Debtor-In-Possession Credit Agreement, to be dated no more than ten (10) Business Days after the date of the entry of the Interim Order (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “*Junior Credit Agreement*” and, together with the Senior Credit Agreement, the “*Credit Agreements*”), among Marelli Holdings Co., Ltd., a Japanese corporation and a debtor-in-possession in the Chapter 11 Cases, Marelli North America, Inc., a Tennessee corporation and a debtor-in-possession in the Chapter 11 Cases, the several financial instructions or entities party thereto from time to time as lenders and GLAS USA LLC, as administrative agent and collateral agent, as applicable.

Subject to the Legal Reservations (as defined in the Security Agreement), the Guarantee Limitations and the terms of the Security Documents governed by Italian law with respect to any Collateral located in Italy, this Global Note and Subordination Agreement shall be pledged by each Intercompany Lender that is or becomes a Grantor (as defined in the Security Agreement) under the Security Agreement and may be pledged by such Intercompany Lender under certain other Security Documents entered into by it in connection with the Credit Agreements to the Collateral Agent (or any delegate, sub-delegate or nominee appointed by it), for the ratable benefit of the Secured Parties, pursuant to the Loan Documents as security for the payment or performance, as the case may be, in full of the Obligations, including any Guarantee Obligation. Notwithstanding anything to the contrary set forth herein, this Global Note and Subordination Agreement shall not itself be construed to constitute a pledge by any Intercompany Lender. For the avoidance of doubt, this Intercompany Note shall not be construed as a mortgage over intercompany receivables granted by the Loan Parties that are organized in Romania to the Collateral Agent for the benefit of the Secured Parties.

Each Intercompany Lender that is not a Loan Party agrees that this Global Note and Subordination Agreement and all of the obligations hereunder of each Intercompany Debtor that is a Loan Party to such Intercompany Lender, shall be subordinate and junior to all Credit Obligations (as defined in Annex A hereto), regardless of the tranche(s), class(es) or series of such Credit Obligations, with respect to which such Intercompany Debtor is obligated, on the terms and conditions set forth in Annex A hereto, which Annex A is incorporated herein by reference and made a part hereof in its entirety.

Each party hereto hereby waives diligence, presentment, demand, protest or notice of any kind whatsoever in connection with this Global Note and Subordination Agreement, to the extent applicable. Each Intercompany Lender is hereby authorized to record all amounts owing in respect of Intercompany Indebtedness extended by such Intercompany Lender to any Intercompany Debtor (all of which shall be evidenced by this Global Note and Subordination Agreement), and all repayments or prepayments thereof, in its books and records, such books and records constituting prima facie evidence of the accuracy of the information contained therein; provided, however, that the failure of any Intercompany Lender to record any such information shall not affect any Intercompany Debtor’s obligations in respect of Intercompany Indebtedness extended by such Intercompany Lender to such Intercompany Debtor.

This Global Note and Subordination Agreement shall be binding upon each Intercompany Debtor and its successors and assigns, and the terms and provisions of this Global Note and Subordination Agreement shall inure to the benefit of each Intercompany

Lender and its successors and assigns, including subsequent holders hereof. From time to time after the date hereof, additional Subsidiaries of Holdings may become parties hereto (as Intercompany Debtors and/or Intercompany Lenders, as the case may be) by executing (i) a counterpart signature page to this Global Note and Subordination Agreement, with the same force and effect as if originally named as such on the signature pages hereto or (ii) with respect to any Subsidiary of Holdings organized in Argentina, Italy or other jurisdiction for which a separate accession document is necessary (an “*Acceding Subsidiary*”), (a) by such Acceding Subsidiary executing an irrevocable offer for its succession to this Global Note and Subordination Agreement and (b) by Marelli North America, Inc., on behalf of all parties hereto, executing an acceptance of such irrevocable offer, as applicable. Each Intercompany Debtor expressly agrees that its obligations arising hereunder shall not be affected or diminished by the addition or release of any other Intercompany Debtor or Intercompany Lender hereunder. This Global Note and Subordination Agreement shall be fully effective as to any Intercompany Debtor or Intercompany Lender that is or becomes a party hereto regardless of whether any other Person becomes or fails to come or ceases to be an Intercompany Debtor or Intercompany Lender hereunder.

No amendment, modification or waiver of, or consent with respect to, any provisions of this Global Note and Subordination Agreement shall be effective unless the same shall be in writing and signed and delivered by each Intercompany Debtor and Intercompany Lender whose rights or obligations shall be affected thereby. Subject to the foregoing provisions of this paragraph, this Global Note and Subordination Agreement shall be construed as a separate agreement with respect to each party hereto and may be amended, modified, supplemented, waived or released with respect thereto without the approval of, and without affecting the rights and obligations of, any other party hereto.

Any joint and several liability, any payment obligations and/or any payment or receipt restrictions set out in this Intercompany Note and relating to any party hereto that is organized in Germany shall be limited as set out in Section 2.15 (*German Guarantee Limitations*) of the Guaranty Agreement (as defined in the Senior Credit Agreement) and in Section 3.26 (*Germany Guarantee Limitations*) of the Guaranty Agreement (as defined in the Junior Credit Agreement) (as amended, amended and restated, supplemented or otherwise modified from time to time), which shall apply mutatis mutandis.

**THIS GLOBAL NOTE AND SUBORDINATION AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.**

[Signature pages follow]

**MARELLI NORTH AMERICA, INC.**

By: \_\_\_\_\_

Name:

Title:

**MARELLI TENNESSEE USA LLC**

By: \_\_\_\_\_

Name:

Title:

**MARELLI AUTOMOTIVE LIGHTING  
USA LLC**

By: \_\_\_\_\_

Name:

Title:

**MARELLI NORTH CAROLINA USA LLC**

By: \_\_\_\_\_

Name:

Title:



**MARELLI HOLDING USA, LLC**

By: \_\_\_\_\_

Name:

Title:

**MARELLI SISTEMAS AUTOMOTIVOS  
INDUSTRIA E COMERCIO SA**

By: \_\_\_\_\_

Name:

Title:

By: \_\_\_\_\_

Name:

Title:

**MARELLI INDUSTRIA E COMERCIO DE  
COMPONENTES AUTOMOTIVOS  
BRASIL LTDA**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**MARELLI COFAP DO BRASIL LTDA**

By: \_\_\_\_\_

Name:

Title:

By: \_\_\_\_\_

Name:

Title:

**MAGNETI MARELLI DO BRASIL  
INDUSTRIA E COMERCIO LTDA**

By: \_\_\_\_\_

Name:

Title:

By: \_\_\_\_\_

Name:

Title:

**MARELLI DO BRASIL INDUSTRIA E  
COMERCIO LTDA.**

By: \_\_\_\_\_

Name:

Title:

By: \_\_\_\_\_

Name:

Title:

**MARELLI AUTOMOTIVE  
COMPONENTS (WUHU) CO., LTD. (马瑞  
利汽车零部件（芜湖）有限公司)  
(Company Stamp)**

By: \_\_\_\_\_

Name:

Title:



**MARELLI AUTOMOTIVE  
COMPONENTS (WUXI)  
CORPORATION**

**(马瑞利汽车零部件（无锡）有限公司)  
(Company Stamp)**

By: \_\_\_\_\_

Name:

Title:

**MARELLI AUTOMOTIVE  
ELECTRONICS (GUANGZHOU) CO.,  
LTD. (马瑞利汽车电子（广州）有限公司)  
(Company Stamp)**

By: \_\_\_\_\_

Name:

Title:

**MARELLI AUTOMOTIVE CHASSIS  
SYSTEM (GUANGZHOU) CO., LTD. (马瑞  
利汽车底盘系统（广州）有限公司)  
(Company Stamp)**

By: \_\_\_\_\_

Name:

Title:

**MARELLI AUTOMOTIVE  
COMPONENTS (GUANGZHOU)  
CORPORATION (马瑞利汽车零配件  
(广州) 有限公司) (Company Stamp)**

By: \_\_\_\_\_  
Name:  
Title:

**MARELLI AUTOMOTIVE LIGHTING  
(FOSHAN) CO., LTD. (马瑞利汽车照明  
系统（佛山）有限公司)(Company  
Stamp)**

By: \_\_\_\_\_  
Name:  
Title:

**MARELLI (GUANGZHOU)  
CORPORATION (马瑞利 (广州) 有限公  
司)  
(Company Stamp)**

By: \_\_\_\_\_

Name:

Title:

**MARELLI (CHINA) HOLDING  
COMPANY (马瑞利 (中国) 投资有限公司)  
(Company Stamp)**

By: \_\_\_\_\_  
Name:  
Title:

**MARELLI (CHINA) CO., LTD (马瑞利 (中国) 有限公司) (Company Stamp)**

By: \_\_\_\_\_

Name:

Title:



**MARELLI (XIANG YANG)**  
**CORPORATION (马瑞利（襄阳）汽车**  
**零部件有限公司)**  
**(Company Stamp)**

By: \_\_\_\_\_  
Name:  
Title:

**MARELLI ENGINEERING (SHANGHAI)  
CO., LIMITED (马瑞利汽车技术（上  
海）有限公司)  
(Company Stamp)**

By: \_\_\_\_\_  
Name:  
Title:

**MARELLI R&D CO., LIMITED (马瑞利  
(上海) 汽车技术中心有限公司)  
(Company Stamp)**

By: \_\_\_\_\_  
Name:  
Title:

**CALSONIC KANSEI (SHANGHAI)  
CORPORATION (康奈可汽车科技（上  
海）有限公司) (Company Stamp)**

By: \_\_\_\_\_

Name:

Title:

**MARELLI TOOLING (GUANGZHOU)  
CORPORATION (马瑞利模具 (广州)  
有限公司) (Company Stamp)**

By: \_\_\_\_\_

Name:

Title:

**MARELLI INTERNATIONAL TRADING  
(SHANGHAI) CO., LTD (马瑞利国际贸  
易（上海）有限公司)  
(Company Stamp)**

By: \_\_\_\_\_  
Name:  
Title:

**MARELLI POWERTRAIN (HEFEI) CO  
LTD (马瑞利动力系统（合肥）有限公司)  
(Company Stamp)**

By: \_\_\_\_\_  
Name:  
Title:

**MARELLI BUSINESS SERVICE (DALIAN)  
CO., LTD (马瑞利（大连）商务服务有限  
公司) (Company Stamp)**

By: \_\_\_\_\_  
Name:  
Title:



**MARELLI AUTOMOTIVE LIGHTING  
JIHLAVA (CZECH REPUBLIC) S.R.O.**

By: \_\_\_\_\_

Name:

Title:

**MARELLI FRANCE S.A.S.**

By: \_\_\_\_\_

Name:

Title:

**MARELLI AUTOMOTIVE LIGHTING  
FRANCE SAS**

By: \_\_\_\_\_

Name:

Title:

**MARELLI ARGENTAN FRANCE SAS**

By: \_\_\_\_\_

Name:

Title:

**MARELLI SOPHIA ANTIPOLIS FRANCE  
S.A.S.**

By: \_\_\_\_\_

Name:

Title:

**MARELLI SMART ME UP SAS**

By: \_\_\_\_\_

Name:

Title:

**MARELLI EPT STRASBOURG (FRANCE)  
S.A.S.**

By: \_\_\_\_\_

Name:

Title:

**MARELLI GERMANY GMBH**

By: \_\_\_\_\_

Name:

Title: Managing Director (*Geschäftsführer*)

By: \_\_\_\_\_

Name:

Title: Managing Director (*Geschäftsführer*)



**MARELLI AFTERMARKET GERMANY  
GMBH**

By: \_\_\_\_\_

Name:

Title: Managing Director (*Gechäftsführer*)

By: \_\_\_\_\_

Name:

Title: Managing Director (*Gechäftsführer*)

**MARELLI CORPORATION**

By: \_\_\_\_\_

Name: David Jon Slump

Title: Representative Director

**MARELLI KYUSHU CORPORATION**

By: \_\_\_\_\_

Name: Takeshi Nagata

Title: Representative Director

**MARELLI FUKUSHIMA CORPORATION**

By: \_\_\_\_\_

Name: Kiyoshi Ina

Title: Representative Director

**MARELLI YOKOHAMA K.K.**

By: \_\_\_\_\_

Name: Kenji Takagi

Title: Representative Director

**MARELLI HOLDINGS CO., LTD.**

By: \_\_\_\_\_

Name: David Jon Slump

Title: Representative Director

**MARELLI IWASHIRO CORP.**

By: \_\_\_\_\_

Name: Kiyoshi Ina

Title: Representative Director

**MARELLI AFTERSALES CO., LTD.**

By: \_\_\_\_\_

Name: Takashi Kimura

Title: Representative Director



**MARELLI BUSINESS SERVICE CORP.**

By: \_\_\_\_\_

Name: Shingo Yamakawa

Title: Representative Director

**MARELLI MEXICANA, S.A. DE C.V.**

By: \_\_\_\_\_

Name:

Title:

**MARELLI AUTOMOTIVE LIGHTING  
JUAREZ MEXICO S.A DE C.V.**

By: \_\_\_\_\_

Name:

Title:

**MARELLI GLOBAL BUSINESS  
SERVICES AMERICA S. DE R.L. DE  
C.V.**

By: \_\_\_\_\_  
Name:  
Title:

**MARELLI RIDE DYNAMICS MEXICO S.  
DE R.L. DE C.V.**

By: \_\_\_\_\_

Name:

Title:

**MARELLI TOLUCA MEXICO S. DE R.L.  
DE C.V.**

By: \_\_\_\_\_

Name:

Title:

**CK TRADING DE MEXICO, S. DE R.L. DE  
C.V.**

By: \_\_\_\_\_

Name:

Title:

**MARELLI AUTOMOTIVE LIGHTING  
TEPOTZOTLAN MEXICO S.DE R.L.  
DE C.V.**

By: \_\_\_\_\_  
Name:  
Title:



**MARELLI CABIN COMFORT  
MEXICANA, S.A. DE C.V.**

By: \_\_\_\_\_

Name:

Title:

**MARELLI CABIN COMFORT TRADING  
DE MEXICO, S. DE R.L. DE C.V.**

By: \_\_\_\_\_

Name:

Title:

**MARELLI MOROCCO LLC**

By: \_\_\_\_\_

Name:

Title:

**MARELLI PLOIESTI ROMANIA S.R.L.**

By: \_\_\_\_\_

Name:

Title:

**MARELLI CLUJ ROMANIA S.R.L.**

By: \_\_\_\_\_

Name:

Title:

**MARELLI ESPAÑA S.A.U.**

By: \_\_\_\_\_

Name:

Title:

**MARELLI AFTERMARKET SPAIN S.L.U**

By: \_\_\_\_\_

Name:

Title:

**MARELLI AUTOMOTIVE SYSTEMS UK  
LIMITED**

By: \_\_\_\_\_

Name:

Title:



**AUTOMOTIVE LIGHTING UK LIMITED**

By: \_\_\_\_\_

Name:

Title:

**MARELLI AUTOMOTIVE SYSTEMS  
EUROPE PLC.**

By: \_\_\_\_\_

Name:

Title:

**INTERCOMPANY DEBTORS:**

**MARELLI KECHNEC SLOVAKIA S.R.O**

By: \_\_\_\_\_  
Name:  
Title:

**MARELLI GLOBAL BUSINESS  
SERVICES EUROPE S.R.O.**

By: \_\_\_\_\_

Name:

Title:

**MARELLI (THAILAND) CO., LTD.**

By: \_\_\_\_\_

Name:

Title: Director

[SEAL]

**MARELLI MAKO TURKEY ELEKTRİK  
SANAYİ VE TİCARET ANONİM  
ŞİRKETİ**

By: \_\_\_\_\_  
Name:  
Title:

**COFAP FABRICADORA DE PECAS LTDA**

By: \_\_\_\_\_

Name:

Title:

**CHANGCHUN MARELLI AUTOMOTIVE  
LIGHTING SYSTEM CO. LTD. (长春马  
瑞利汽车照明系统有限公司)  
(Company Stamp)**

By: \_\_\_\_\_  
Name:  
Title:



**HIGHLY MARELLI HOLDINGS CO., LTD**

By: \_\_\_\_\_

Name:

Title:

**HUBEI HUAZHONG MARELLI  
AUTOMOTIVE LIGHTING CO. LTD (湖北华中马瑞利汽车照明有限公司)  
(Company Stamp)**

By: \_\_\_\_\_  
Name:  
Title:

**ZHEJIANG WANXIANG MARELLI  
SHOCK ABSORBERS CO. LTD. (浙江  
万向马瑞利减震器有限公司)  
(Company Stamp)**

By: \_\_\_\_\_  
Name:  
Title:

**SAIC MARELLI POWERTRAIN CO. LTD**  
**(上海上汽马瑞利动力总成有限公司)**  
**(Company Stamp)**

By: \_\_\_\_\_  
Name:  
Title:

**YUE KI INDUSTRIAL CO., LTD.**

By: \_\_\_\_\_

Name:

Title:

**UNI-CALSONIC CORP.**

By: \_\_\_\_\_

Name:

Title:

**SHANGHAI HIGHLY NEW ENERGY  
TECHNOLOGY CO., LTD. (上海海立  
新能源技术有限公司)  
(Company Stamp)**

By: \_\_\_\_\_  
Name:  
Title:

**MARELLI POWERTRAIN INDIA  
PRIVATE LIMITED**

By: \_\_\_\_\_

Name:

Title:



**SIGNED AND DELIVERED** by

\_\_\_\_\_  
the authorised signatory of **MARELLI  
POWERTRAIN INDIA PRIVATE  
LIMITED**, pursuant to the resolution passed at  
the meeting of its board of directors of the  
**MARELLI POWERTRAIN INDIA PRIVATE  
LIMITED** held on \_\_\_\_\_ 2025.

**MARELLI MOTHERSON AUTOMOTIVE  
LIGHTING INDIA PRIVATE LIMITED**

By: \_\_\_\_\_

Name:

Title:

**SIGNED AND DELIVERED** by

\_\_\_\_\_  
the authorised signatory of **MARELLI  
MOTHERSON AUTOMOTIVE LIGHTING  
INDIA PRIVATE LIMITED**, pursuant to the  
resolution passed at the meeting of its board of  
directors of the MARELLI MOTHERSON  
AUTOMOTIVE LIGHTING INDIA PRIVATE  
LIMITED held on \_\_\_\_\_ 2025.

**MARELLI UM ELECTRONIC SYSTEMS  
PRIVATE LIMITED**

By: \_\_\_\_\_

Name:

Title:

**SIGNED AND DELIVERED** by

\_\_\_\_\_  
the authorised signatory of **MARELLI UM  
ELECTRONIC SYSTEMS PRIVATE  
LIMITED**, pursuant to the resolution passed at  
the meeting of its board of directors of the  
**MARELLI UM ELECTRONIC SYSTEMS  
PRIVATE LIMITED** held on \_\_\_\_\_  
2025.

**MARELLI TALBROS CHASSIS SYSTEMS  
PRIVATE LIMITED**

By: \_\_\_\_\_

Name:

Title:

**SIGNED AND DELIVERED** by

\_\_\_\_\_  
the authorised signatory of **MARELLI  
TALBROS CHASSIS SYSTEMS PRIVATE  
LIMITED LIMITED**, pursuant to the  
resolution passed at the meeting of its board of  
directors of the MARELLI TALBROS  
CHASSIS SYSTEMS PRIVATE LIMITED  
held on \_\_\_\_\_ 2025.

**SKH MARELLI EXHAUST SYSTEMS  
PRIVATE LIMITED**

By: \_\_\_\_\_

Name:

Title:



**SIGNED AND DELIVERED** by

\_\_\_\_\_  
the authorised signatory of **SKH MARELLI  
EXHAUST SYSTEMS PRIVATE LIMITED**,  
pursuant to the resolution passed at the meeting  
of its board of directors of the SKH MARELLI  
EXHAUST SYSTEMS PRIVATE LIMITED  
held on \_\_\_\_\_ 2025.

**HMC MM AUTO LTD**

By: \_\_\_\_\_

Name:

Title:

**SIGNED AND DELIVERED** by

\_\_\_\_\_  
the authorised signatory of **HMC MM AUTO LTD**, pursuant to the resolution passed at the meeting of its board of directors of the HMC MM AUTO LTD held on \_\_\_\_\_ 2025.

**MARELLI MOTHERSON AUTO  
SUSPENSION PARTS PRIVATE  
LIMITED**

By: \_\_\_\_\_  
Name:  
Title:

**SIGNED AND DELIVERED** by

\_\_\_\_\_  
the authorised signatory of **MARELLI  
MOTHERSON AUTO SUSPENSION  
PARTS PRIVATE LIMITED**, pursuant to the  
resolution passed at the meeting of its board of  
directors of the MARELLI MOTHERSON  
AUTO SUSPENSION PARTS PRIVATE  
LIMITED held on \_\_\_\_\_ 2025.

**MARELLI SKH EXHAUST SYSTEMS  
PRIVATE LIMITED**

By: \_\_\_\_\_

Name:

Title:

**SIGNED AND DELIVERED** by

\_\_\_\_\_  
the authorised signatory of **MARELLI SKH  
EXHAUST SYSTEMS PRIVATE LIMITED**,  
pursuant to the resolution passed at the meeting  
of its board of directors of the MARELLI SKH  
EXHAUST SYSTEMS PRIVATE LIMITED  
held on \_\_\_\_\_ 2025.

**MARELLI (INDIA) PRIVATE LIMITED**

By: \_\_\_\_\_

Name:

Title:



**SIGNED AND DELIVERED** by

\_\_\_\_\_  
the authorised signatory of **MARELLI  
(INDIA) PRIVATE LIMITED**, pursuant to the  
resolution passed at the meeting of its board of  
directors of the **MARELLI (INDIA) PRIVATE  
LIMITED** held on \_\_\_\_\_ 2025.

**PT KANSEI INDONESIA  
MANUFACTURING**

By: \_\_\_\_\_

Name:

Title:

**MARELLI AUTOMOTIVE LIGHTING  
MALAYSIA SDN. BHD.**

By: \_\_\_\_\_

Name:

Title:

**MARELLI ENGINEERING YANGON CO.,  
LTD. (COMPANY STAMP)**

By: \_\_\_\_\_

Name:

Title: Legal representative

**CALSONIC KANSEI KOREA  
CORPORATION**

By: \_\_\_\_\_

Name:

Title:

**MARELLI SWEDEN AB**

By: \_\_\_\_\_

Name:

Title:

**SIAM CALSONIC CO., LIMITED**

By: \_\_\_\_\_

Name:

Title: Director

By: \_\_\_\_\_

Name:

Title: Director

[SEAL]

**MARELLI AUTOMOTIVE LIGHTING  
(THAILAND) CO., LTD**

By: \_\_\_\_\_

Name:

Title: Director

By: \_\_\_\_\_

Name:

Title: Director



## ANNEX A

## SUBORDINATION PROVISIONS

SECTION 1.01. Subordination of Liabilities. With respect to any Intercompany Indebtedness made by Holdings or a Subsidiary of Holdings, as lender (the “***Subordinated Intercompany Lender***”), to a Loan Party, as debtor (the “***Subordinated Intercompany Debtor***”) (such Intercompany Indebtedness, “***Subordinated Indebtedness***”), each Subordinated Intercompany Debtor, for itself, and its successors and assigns, covenants and agrees, and each Subordinated Intercompany Lender by its execution of the Global Intercompany Note and Subordination Agreement to which this Annex A is attached (the “***Note***”; capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Note) likewise covenants and agrees, that the payment of the principal of, interest on, and all other amounts owing in respect of Subordinated Indebtedness is hereby expressly subordinated, to the extent and in the manner hereinafter set forth, to the prior payment in full in cash of all Credit Obligations (as defined in Section 1.06 of this Annex A). The provisions of this Annex A shall constitute a continuing offer to all persons who, in reliance upon such provisions, become holders of, or continue to hold, Credit Obligations, and such provisions are made for the benefit of the holders of Credit Obligations.

SECTION 1.02. Subordinated Intercompany Debtor Not to Make Payments with Respect to Subordinated Indebtedness in Certain Circumstances. (a) No Subordinated Intercompany Debtor shall directly or indirectly make any payment of any Subordinated Indebtedness for cash or property at any time that a Default or Event of Default has occurred and is continuing unless all Credit Obligations have been paid in full in cash.

(b) Each Subordinated Intercompany Lender hereby agrees that it will not ask, demand, sue for, or otherwise take, accept or receive, any amounts owing in respect of the Note at any time that a Default or Event of Default has occurred and is continuing.

(c) In the event that, notwithstanding the provisions of the preceding subsection (a) of this Section 1.02, any Subordinated Intercompany Debtor shall make any payment on account of (or any Subordinated Intercompany Lender receives any payment on account of) the Subordinated Indebtedness at a time when payment is not permitted by said subsection (a), such payment shall be held by such Subordinated Intercompany Lender, in trust for the benefit of, and shall be paid forthwith over and delivered to, the Administrative Agent.

SECTION 1.03. Subordination to Prior Payment of All Credit Obligations, Dissolution, Liquidation or Reorganization of Subordinated Intercompany Debtors. In the Chapter 11 Cases or any other dissolution, winding up, liquidation or reorganization of any Subordinated Intercompany Debtor (whether in bankruptcy, insolvency or receivership proceedings or upon an assignment for the benefit of creditors or otherwise):

(a) the holders of all Credit Obligations shall first be entitled to receive payment in full in cash of all Credit Obligations then due and payable (including, without limitation, post-petition interest at the rate provided in the documentation with respect to the Credit Obligations whether or not such post-petition interest is an allowed claim against the debtor in

any bankruptcy or similar proceeding) before any Subordinated Intercompany Lender is entitled to receive any payment of any kind or character on account of the Subordinated Indebtedness until such time that there is no Default or Event of Default after giving effect to the distribution of assets of such Subordinated Intercompany Debtor;

(b) any payment or distributions of assets of such Subordinated Intercompany Debtor of any kind or character, whether in cash, property or securities, to which a Subordinated Intercompany Lender would be entitled except for the provisions of this Annex A, shall be paid by the liquidating trustee or agent or other person making such payment or distribution, whether such Subordinated Intercompany Debtor, as debtor and debtor-in-possession, or a trustee in bankruptcy, a receiver or liquidating trustee or other trustee or agent, first, directly to the Administrative Agent to the extent necessary to make payment in full in cash of all Obligations remaining unpaid after giving effect to any concurrent payment or distribution to the holders of Obligations; and

(c) if any payment or distribution of assets of such Subordinated Intercompany Debtor of any kind or character, whether they be cash, property or securities, shall be received by a Subordinated Intercompany Lender on account of Subordinated Indebtedness before all Credit Obligations are paid in full in cash, such payment or distribution shall be received and held in trust for and shall forthwith be paid over first, upon a written notice from the Administrative Agent, to the Administrative Agent, for application to the payment of Credit Obligations until all Credit Obligations shall have been paid in full in cash, after giving effect to any concurrent payment or distribution to the holders of Credit Obligations.

Without in any way modifying the provisions of this Annex A or affecting the subordination effected hereby, if the hereafter referenced notice is not given, each Subordinated Intercompany Debtor shall give prompt written notice to the applicable Subordinated Intercompany Lender of any dissolution, winding up, liquidation or reorganization of such Subordinated Intercompany Debtor (whether in bankruptcy, insolvency or receivership proceedings or upon assignment for the benefit of creditors or otherwise other than the Chapter 11 Cases).

SECTION 1.04. Obligation of the Subordinated Intercompany Debtors  
Unconditional. Nothing contained in this Annex A or in the Note is intended to or shall impair, as between the Subordinated Intercompany Debtors and the Subordinated Intercompany Lenders, the obligation of each Subordinated Intercompany Debtor, which is absolute and unconditional, to pay to the Subordinated Intercompany Lenders the principal of and interest on the Note as and when the same shall become due and payable in accordance with their terms, or is intended to or shall affect the relative rights of the Subordinated Intercompany Lenders and other creditors of the Subordinated Intercompany Debtors other than the Credit Obligations, nor, except as specifically provided herein, shall anything herein or therein prevent the Subordinated Intercompany Lenders from exercising all remedies otherwise permitted by applicable law upon an event of default under the Note, subject to the rights, if any, under this Annex A of the holders of Credit Obligations in respect of cash, property, or securities of the Subordinated Intercompany Debtors received upon the exercise of any such remedy. Upon any distribution of assets of a Subordinated Intercompany Debtor, each Subordinated Intercompany Lender shall be entitled to rely upon any order or decree made by

any court of competent jurisdiction in which such dissolution, winding up, liquidation or reorganization proceedings are pending, or a certificate of the liquidating trustee or agent or other person making any distribution (including the Bankruptcy Court) to the Subordinated Intercompany Lenders, for the purpose of ascertaining the persons entitled to participate in such distribution, the holders of the Credit Obligations and other indebtedness of the Subordinated Intercompany Debtor, the amount thereof or payable thereon, the amount or amounts paid or distributed thereon and all other facts pertinent thereto or to this Annex A.

SECTION 1.05. Subordination Rights Not Impaired by Acts or Omissions of the Subordinated Intercompany Debtors or Subordinated Intercompany Lenders. No right of any present or future holders of any Credit Obligations to enforce subordination as herein provided shall at any time in any way be prejudiced or impaired by any act or failure to act on the part of a Subordinated Intercompany Debtor, or by any noncompliance by a Subordinated Intercompany Debtor with the terms and provisions of the Note, regardless of any knowledge thereof which any such holder may have or be otherwise charged with.

SECTION 1.06. Credit Obligations. The term “*Credit Obligations*” shall mean the Obligations under and as defined in the Credit Agreements.

SECTION 1.07. Miscellaneous. If, at any time, all or part of any payment with respect to Credit Obligations theretofore by a Subordinated Intercompany Debtor or any other person on its behalf is rescinded or must otherwise be returned by the holder of Credit Obligations for any reason whatsoever (including, without limitation, the insolvency, bankruptcy or reorganization of the Subordinated Intercompany Debtor or such other persons), the subordination provisions set forth herein shall continue to be effective and be reinstated, as the case may be, all as though such payment had not been made.

## **Schedule IV**

### **Milestones**

Capitalized terms used in this Schedule IV but not defined in the Agreement shall have the meanings ascribed to such terms in the Restructuring Support Agreement (including any attachments thereto).

1. On the Petition Date, the Debtors shall have filed the DIP Motion in form and substance acceptable to the Required Lenders and the Parties.
2. No later than three (3) Business Days after the Petition Date, the Bankruptcy Court shall have entered the Interim Order.
3. No later than forty-five (45) days after the Petition Date, the Bankruptcy Court shall have entered the Final Order.
4. The Alternative Restructuring Proposal Deadline shall have occurred by no later than the milestone date set forth in the Restructuring Support Agreement therefor (as such milestone date in the Restructuring Support Agreement may be extended from time to time in accordance with the terms thereof, but in no event later than sixty (60) days after the original milestone date therefor).
5. The Chapter 11 Debtors shall have filed the Plan and the Disclosure Statement with the Bankruptcy Court by no later than the milestone date set forth in the Restructuring Support Agreement therefor (as such milestone date in the Restructuring Support Agreement may be extended from time to time in accordance with the terms thereof, but in no event later than sixty (60) days after the original milestone date therefor).
6. The Auction shall have occurred by no later than the milestone date set forth in the Restructuring Support Agreement therefor (as such milestone date in the Restructuring Support Agreement may be extended from time to time in accordance with the terms thereof, but in no event later than sixty (60) days after the original milestone date therefor).
7. The Bankruptcy Court shall have entered the Disclosure Statement Order by no later than the milestone date set forth in the Restructuring Support Agreement therefor (as such milestone date in the Restructuring Support Agreement may be extended from time to time in accordance with the terms thereof, but in no event later than sixty (60) days after the original milestone date therefor).
8. The Bankruptcy Court shall have entered the Confirmation Order by no later than the milestone date set forth in the Restructuring Support Agreement therefor (as such milestone date in the Restructuring Support Agreement may be extended from time to time in accordance with the terms thereof, but in no event later than sixty (60) days after the original milestone date therefor).
9. The Plan Effective Date shall have occurred no later than the Initial Maturity Date; provided that, in the event of a valid Maturity Extension election, such milestone date shall be extended to the stated maturity date of the Loans, as extended.

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**Schedule VI****Closing Date Subsidiary Guarantors**

<b>Entity</b>	<b>Jurisdiction</b>
MARELLI TENNESSEE USA LLC	Michigan, USA
Marelli Automotive Lighting USA LLC	Delaware, USA
MARELLI NORTH CAROLINA USA LLC	Delaware, USA
Marelli Holding USA, LLC	Delaware, USA
Magnetis Marelli Conjuntos de Escape S.A.	Argentina
Magnetis Marelli Repuestos S.A.	Argentina
Magnetis Marelli Argentina S.A.	Argentina
Marelli Sistemas Automotivos Industria e Comercio Ltda	Brazil
Marelli Industria e Comercio De Componentes Automotivos Brasil Ltda	Brazil
Marelli COFAP do Brasil Ltda	Brazil
Magnetis Marelli do Brasil Industria e Comercio SA	Brazil
Marelli do Brasil Industria e Comercio Ltda.	Brazil
Marelli Automotive Components (Wuhu) Co., Ltd.	China
Marelli Automotive Components (Wuxi) Corporation	China
Marelli Automotive Electronics (Guangzhou) Co., Ltd.	China
Marelli Automotive Chassis System (Guangzhou) Co., Ltd.	China
Marelli Automotive Components (Guangzhou) Corporation	China
Marelli Automotive Lighting (Foshan) Co., Ltd.	China
Marelli (Guangzhou) Corporation	China

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Marelli (China) Holding Company	China
Marelli (China) Co., Ltd	China
Marelli (Xiang Yang) Corporation	China
Marelli Engineering (Shanghai) Co., Limited	China
Marelli R&D Co., Limited	China
Calsonic Kansei (Shanghai) Corporation	China
Marelli Tooling (Guangzhou) Corporation	China
Marelli International Trading (Shanghai) Co., Ltd	China
Marelli Powertrain (Hefei) Co Ltd	China
Marelli Business Service (Dalian) Co., Ltd	China
Marelli Automotive Lighting Jihlava (Czech Republic) S.R.O.	Czech Republic
Marelli France S.a.s.	France
Marelli Automotive Lighting France SAS	France
Marelli Argentan France SAS	France
Marelli Sophia Antipolis France S.a.s.	France
Marelli Smart Me up SAS	France
Marelli EPT Strasbourg (France) S.a.S.	France
Marelli Germany Gmbh	Germany
Marelli Aftermarket Germany GmbH	Germany
Marelli Suspension Systems Italy S.p.A.	Italy
Marelli Aftermarket Italy S.p.A.	Italy
Marelli Europe S.p.A.	Italy
Marelli Automotive Lighting Italy S.p.A.	Italy
Marelli eAxle Torino S.r.l.	Italy

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Marelli Kyushu Corporation	Japan
Marelli Fukushima Corporation	Japan
Marelli Yokohama K.K.	Japan
Marelli Iwashiro Corp.	Japan
Marelli Aftersales Co., Ltd.	Japan
Marelli Business Services Corp.	Japan
Marelli Mexicana, S.A. de C.V.	Mexico
Marelli Automotive Lighting Juarez Mexico S.A de C.V.	Mexico
Marelli Global Business Services America S. de R.L. de C.V.	Mexico
Marelli Ride Dynamics Mexico S. de R.L. de C.V.	Mexico
Marelli Toluca Mexico S. de R.L. de C.V.	Mexico
CK Trading de Mexico, S. de R.L. de C.V.	Mexico
Marelli Automotive Lighting Tepotzotlan Mexico S.de R.L. de C.V.	Mexico
Marelli Cabin Comfort Mexicana, S.A. de C.V.	Mexico
Marelli Cabin Comfort Trading de Mexico, S. de R.L.	Mexico
Marelli Morocco LLC	Morocco
Marelli Sosnowiec Poland Sp.z.o.o.	Poland
Marelli Bielsko-Biala Poland Sp.zo.o.	Poland
Marelli Aftermarket Poland Sp. z o.o.	Poland
Marelli Ploiesti Romania S.R.L.	Romania
Marelli Cluj Romania S.R.L.	Romania
Marelli España S.A.U.	Spain
Marelli Aftermarket Spain S.L.U	Spain

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Marelli Automotive Systems UK Limited	United Kingdom
Automotive Lighting UK Limited	United Kingdom
Marelli Automotive Systems Europe plc.	United Kingdom



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**Schedule VII****Security Principles****1. SECURITY PRINCIPLES****(a) General**

- (i) Save in respect of any share security granted in respect of the shares, equity or partnership interests (or in each case any equivalent under local law) in any Loan Party organized in Argentina, Brazil, Italy, Japan or the United States (each of which shall be granted and perfected in accordance with time set out in Schedule 6.12 and without reference to these Security Principles), the guarantees and Liens to be provided pursuant to the Loan Documents will be given in accordance with these Security Principles and embody a recognition by all parties that there may be certain legal and practical difficulties in obtaining guarantees and/or Liens from the Loan Parties in every jurisdiction in which they are incorporated or resident.
- (ii) Terms used in these Security Principles and not otherwise defined have the meanings given to them in (or incorporated by reference to) the Agreement.

**(b) Considerations**

- (i) In determining what Liens and guarantees will be provided in support of the Facility, the following matters will be taken into account:
  - (1) Liens and guarantees shall not be required to be created, registered and/or perfected to the extent that they would:
    - a. taking into account any limitation required by paragraph 1.6 (*Obligations*) below, result in any breach of corporate benefit, financial assistance, fraudulent preference or thin capitalisation laws or regulations (or analogous restrictions) of any applicable jurisdiction;
    - b. taking into account any limitation required by paragraph 1.6 (*Obligations*) below, result in a significant risk to the officers of the relevant grantor of Liens of contravention of their fiduciary duties and/or of civil or criminal liability;
    - c. result in costs to the Loan Parties that are disproportionate to the benefit obtained by the beneficiaries of that Liens (in each case, as determined by the Agent on behalf of the Lenders), having regard to the extent of the obligations which can be secured by that Liens and the priority that will be offered by taking or perfecting that Liens;
    - d. require the consent of the holders of shares or equity interests in any Loan Party that is not wholly-owned directly or indirectly by Holdings or, as the case may be, partners in any joint venture; or

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- e. result in the breach or termination of any material contract or material joint venture arrangement (in each case as determined by the Agent on behalf of the Lenders) to which any Loan Party is party.

All relevant Loan Parties will use reasonable endeavours to overcome any obstacle or limitation to creating or perfecting Liens and granting guarantees of a type set out in paragraphs 1.2(a)(i)(D) above.

(2) Liens and guarantees shall only be given after taking into account:

- a. (in the case of Liens) the extent to which such Liens may be unduly burdensome on the relevant Loan Parties or materially interfere unreasonably with the operation of its business;
- b. (in the case of Liens) whether the assets the subject of such Lien constitute Excluded Property (as defined in the Security Agreement);
- c. any material adverse taxation implications for the Loan Parties as a whole;
- d. whether or not perfection of any such guarantee or Liens (to the extent required) is permissible under applicable law or regulation; and
- e. any assets subject to any arrangements with third parties (other than the Sponsor or its Affiliates or Related Parties) (which arrangements are permitted under the Loan Documents) which prevent those assets from being secured will be excluded from any Liens and any collateral document *provided that* the relevant Loan Parties will use reasonable endeavours to obtain consent to the creation of Liens over any such asset and *provided further that* such arrangements with third parties were not entered into primarily so that such guarantee or Liens would be exempted pursuant to this exception.

- (ii) In these Security Principles, *cost* includes, but is not limited to, income tax cost, registration and like taxes or duties payable on the creation or enforcement or for the continuance of any Liens, stamp duties, notarial costs, out-of-pocket expenses, and other fees and expenses directly incurred by the relevant grantor of Liens or any of its direct or indirect owners, subsidiaries or Affiliates.

**(c) Government approvals**

To the extent that any Liens over any equity interest in any Loan Party or any guarantee or Liens to be provided by any Loan Party (or the perfection thereof) requires the grantor or any Loan Party to obtain or effect any authorisation from any governmental agency, the requirement to obtain or effect such authorisation will be subject to these Security Principles and the applicable grantor or member of the Loan Parties will use reasonable endeavours to obtain or effect such authorisation within 180 days after the execution of the relevant guarantee or the relevant collateral document (including, in each case, any joinder to any such guarantee or collateral document) conferring such Liens (as the case may be). If such authorisation is not obtained or effected within such time, the obligations of the Loan Parties to obtain or effect, or to endeavour to obtain or effect, shall cease on the expiry of such 180 day period.

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**(d) Perfection of Liens**

The perfection of Liens, when required in accordance with these Security Principles, and other legal formalities will be completed as soon as reasonably practicable and, in any event, within the time specified in Schedule 6.12 or (if earlier or to the extent no such time periods are specified in the Loan Documents) within the time periods specified by applicable law in order to ensure due perfection and priority.

**(e) Obligations**

- (i) Subject to paragraph (b), the collateral documents will secure all Obligations under the Loan Documents in accordance with, and subject to, the requirements of these Security Principles in each relevant jurisdiction.
- (ii) To the extent required under local law, the Obligations will be limited:
  - (1) to avoid any breach of corporate benefit, financial assistance, fraudulent preference, thin capitalisation rules or the laws or regulations (or analogous restrictions) of any applicable jurisdiction; and
  - (2) to avoid any risk to officers of the relevant Loan Parties that is granting Liens of contravention of their fiduciary duties and/or civil or criminal or personal liability.
- (iii) All relevant Loan Parties will use reasonable endeavours to:
  - (1) assist in demonstrating adequate corporate benefit accrues to the relevant Loan Parties and any Guarantor; and
  - (2) overcome any such limitation and/or obstacle of a type set out in paragraph (b)(i) above to creating or perfecting any Lien or providing a guarantee, including undertaking any whitewash or equivalent procedure (to the extent reasonably practicable taking into account the relative cost and time required to complete such steps and the relative benefit of the security to the Lenders and to the extent permitted by law).

**(f) Guarantees**

Subject to any local law guarantee limitations set out in the Loan Documents, each guarantee will be an upstream, cross-stream and downstream guarantee for all Obligations under the Loan Documents in accordance with, and subject to, the requirements of these Security Principles in each relevant jurisdiction.

**2. COLLATERAL DOCUMENTS****(a) General**

- (i) The parties to the Loan Documents will negotiate the form of each collateral document in good faith in accordance with these Security Principles.

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- (ii) Where appropriate, defined terms in the collateral documents should mirror those in the Junior DIP Credit Agreement or the summary of terms and conditions prepared to set forth the material terms of the Facility, as applicable.
- (iii) Each collateral document shall state that in the event of a conflict between the terms of that collateral document and the Interim Order and Final Order, the terms of the Interim Order and Final Order shall prevail.
- (iv) The Liens shall, to the extent possible under local law, crystallise and be enforceable on the occurrence of an Acceleration Event. “**Acceleration Event**” as used herein shall mean the Agent has (i) exercised its rights to declare all or any part of the Loans (together with any other amount accrued or outstanding under the Loan Documents) due and payable, or (ii) directed the Collateral Agent to exercise any or all of its rights, remedies, powers or discretions under the Loan Documents.
- (v) The relevant holder of Liens (a “**Security Holder**”) will only be entitled to exercise a power of attorney under any Loan Document (or related document) following the occurrence of an Acceleration Event or if the relevant grantor has failed to comply with its obligations under the applicable Loan Document within 5 Business Days of being so requested by that Security Holder in writing.
- (vi) Unless granted under the Security Agreement, all Liens shall be governed by the laws of the jurisdiction in which the relevant asset to be made subject to such Liens is located and, where such asset comprises a contract, shall be governed by the governing law of that contract and, save where it is inappropriate under applicable laws, where shares or equity interests are to be made subject to Liens, shall be governed by the laws of the jurisdiction of incorporation or organisation of the entity whose shares or equity interests are being made subject to such Liens.
- (vii) Subject to these Security Principles and to the extent necessary to maintain a perfected security interest under the relevant local law, information such as lists of assets (or classes of assets, if customary under local law) will be provided quarterly (other than in respect of Liens governed by the laws of any territory in the United States) or upon the reasonable request of the Agent (or any delegate or sub-delegate thereof), such request not to be made more frequently than annually unless an Event of Default is continuing.
- (viii) Unless required by local law, the circumstances in which the Liens shall be released should not be dealt with in individual collateral documents but, if so required, shall, except to the extent required by local law, be the same as those set out in the Interim Order and Final Order.
- (ix) Any equity interests in any Loan Party that are held by a nominee acting on behalf of, or held on trust for, any other member of the Loan Parties shall be deemed to be owned by such member of the Loan Parties.

(b) **Representations and Warranties / Undertakings**

- (i) Any representations, warranties or undertakings which are required to be included in any collateral document shall not restrict the use of the assets subject to that Liens to a greater extent than provided for in Junior DIP Credit Agreement and will not impose additional

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commercial obligations or otherwise restrict the use of the assets subject to that Liens to a greater extent than provided for in the Junior DIP Credit Agreement.

- (ii) Representations and undertakings shall be included to the extent they are necessary for the validity, registration, priority, perfection or maintenance of the relevant type of security in the relevant jurisdiction.
- (iii) Unless otherwise required under applicable law for the creation or perfection of Liens in accordance with these Security Principles, the collateral documents will not contain any repetition of provisions of the other Loan Documents, such as representations, undertakings, notices, costs and expenses, indemnities, tax gross up and distribution of proceeds.

### **3. SCOPE OF COLLATERAL**

#### **(a) General**

- (i) Subject to these Security Principles, the Liens:
  - (1) will be first ranking and comprise fixed and floating security (or the nearest equivalent under applicable law) over all present and future assets (other than any Excluded Property) of each Loan Party and the shares in that Loan Party; and
  - (2) will be automatically created over future assets (other than any Excluded Property) of the same type as those already subject to security granted by the applicable Loan Party.
- (ii) Without limiting the generality of paragraph (a), the parties to the Agreement acknowledge that the assets to be subject to such security shall (unless otherwise agreed by the Agent on behalf of the Lenders) be limited to:
  - (1) shares and/or equity interests;
  - (2) Business assets (*Fonds de commerce*);
  - (3) bank accounts;
  - (4) intercompany receivables;
  - (5) insurance policies;
  - (6) real estate;
  - (7) fixed assets (other than real estate), including, without limitation, any plant and equipment;
  - (8) trade receivables and other material contracts;
  - (9) intellectual property rights; and
  - (10) inventory.

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- (iii) These Security Principles recognize that, notwithstanding the foregoing, certain assets of the Loan Parties will no longer form part of the security package if they become subject to security in favour of third party creditors, or are disposed of, under any trade finance facility finance documents, securitisation transaction, qualified receivables financing or factoring or invoice discounting permitted under the Loan Documents, in each case where those third party creditors do not share in the security (each an “**External Financing**”) and solely for the period such assets remain subject to such third party security or are otherwise in the possession of a third party in respect of that External Financing. If any Loan Party enters into an External Financing:
  - (1) any fixed security under the security package over the assets subject to that External Financing will be released promptly following a request by the relevant grantor; and
  - (2) any assets subject to that External Financing will constitute Excluded Property and be carved out of any floating charge under the security package until such time as the assets are either reassigned and/or transferred to a member of the Loan Parties or are released from the security granted in respect of that External Financing.
- (iv) If allowed under local law, the relevant Loan Party will create negative pledge undertakings with effects *in rem* in favour of the relevant holder of the security.

**(b) Shares**

- (i) Subject to the rest of this paragraph, until an Event of Default has occurred, each member of the Loan Parties will be permitted to retain and to exercise voting rights pertaining to any shares or equity interests over which it has created security for a purpose which:
  - (1) is not inconsistent with any collateral document, or would breach the terms of any Loan Document; or
  - (2) does not affect the validity or enforceability of the security,

and the entity whose shares or equity interests have been made subject to security will be permitted to declare and pay dividends or distributions on such shares or equity interests (to the extent not contrary to the Loan Documents) and the proceeds of such dividends or distributions may be retained or applied by the applicable member of the Loan Parties (to the extent not contrary to the Loan Documents).
- (ii) Where customary, on, or as soon as reasonably practicable or required under applicable law local law and in any event no later than 5 Business Days (or, in the case of any share certificate requiring to be stamped, as soon as reasonably practicable following receipt of the stamped share certificate from the relevant stamping authority) after the security over such shares has been granted, the share certificate(s) representing such shares (if such shares are certificated) and a (stamped, to the extent relevant under applicable law) stock transfer form or other transfer instrument executed in blank (or local law equivalent) will be provided to the Agent (as applicable) and where required by law or when customary the applicable share certificate or shareholders' register of the entity (whose shares are made subject to security) will be endorsed or written up to reflect such security, and the endorsed share certificate or a copy of the written up register provided to the Agent.

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- (iii) To the extent permitted by applicable law or regulation, the constitutional documents of the company whose shares have been made subject to security will be amended to disapply any restriction on the transfer or the registration of the transfer of such shares upon the taking or enforcement of such security over such shares or, when applicable under local law, corporate resolutions of the company whose shares have been made subject to security shall be adopted to authorize the transfer or the registration of the transfer of such shares upon the occurrence of an Event of Default.
  - (iv) Subject to paragraph 1.2(a)(i)(D) above, shares or interests in joint ventures (unless such joint venture is wholly owned by members of the Loan Parties) will not be subject to security.
- (c) **Business assets (*Fonds de commerce*)**
- (i) If required by local law in order to perfect the security or where market practice, notices of such Security will be delivered to the relevant company registrar and publicized on relevant publications.
  - (ii) Any security over Business assets shall be subject to any prior Liens in favour of third parties which are created either by law, court Interim Order and Final Order or otherwise.
  - (iii) If required under local law, security over Business assets will be registered subject to the general principles set out in these Security Principles.
- (d) **Bank Accounts**
- (i) To the extent security is granted by a member of the Loan Parties over its bank accounts, it shall be (unless expressly provided otherwise in the Loan Documents) free to deal with those bank accounts in the course of its operations and business until an Acceleration Event has occurred.
  - (ii) If required by local law in order to perfect the security or where market practice, notices of such Security will be delivered to the relevant account bank provided that each notice (a) will specify that such notice, and the security, does not affect that member of the Loan Parties and that account bank's rights and obligations in respect of any existing agreements or arrangements between that member of the Loan Parties and that account bank (including but not limited to any such agreement or arrangement in respect of payment operations or cash pooling) prior to notification by the Agent to that account bank that the security has become enforceable, and (b) there will be no requirement to obtain an acknowledgement of that notice unless required by local law in order to perfect the security.
  - (iii) If there is such a requirement, the relevant Loan Parties shall use its reasonable endeavours to obtain an acknowledgement of that notice within 20 Business Days of service. If the relevant Loan Parties has used its reasonable endeavours but has not been able to obtain such acknowledgement, its obligation to obtain such acknowledgement shall cease upon the expiry of such 20 Business Day period.
  - (iv) Any security over bank accounts shall be subject to any prior Liens in favour of the account bank which are created either by law or in the standard terms and conditions of the account bank.



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- (v) The notice of security may request these are waived by the account bank, but the relevant Loan Parties shall not be required to change its banking arrangements if such security interests are not waived or only partially waived or waived subject to conditions.
- (vi) If required under local law, security over bank accounts will be registered subject to the general principles set out in these Security Principles.
- (vii) The security granted over the bank accounts shall include a security over the money or funds deposited in such accounts, where relevant under applicable law.

**(e) Real estate**

- (i) Subject to these Security Principles, first ranking security shall not be granted over any real estate unless it is material freehold property with a value exceeding \$1,000,000. If the granting of effective real property security gives rise to registration rights or similar taxes or costs calculated on the secured amount, the secured amount under such security will be proportionate to the value of the underlying real estate.
- (ii) Any such security shall be subject to any prior rights of any freeholder or third party which are not waived and subject to any applicable third party consents, but the relevant grantor of such security will use reasonable endeavours to obtain any necessary consent from the freeholder, superior leaseholder or any other third party.
- (iii) Certificates of title shall be provided for any real estate in Morocco that is the subject of security prior to and after such security takes effect.
- (iv) Subject to paragraph (c) above, there shall be no requirement to investigate title, provide surveys or conduct any other insurance or environmental diligence, and no certificates of title shall be provided for any real estate that is the subject of security, unless required by local law to perfect or register the security.

**(f) Fixed assets (other than real estate)**

- (i) Subject to these Security Principles, security shall not be granted over any fixed assets (other than real estate) unless the standalone value of such asset exceeds \$200,000.
- (ii) To the extent any Loan Party grants security over its fixed assets it shall be free to deal with those assets in the course of its operations and business and in compliance with the Loan Documents until an Acceleration Event has occurred. No notice whether to third parties or by attaching a notice to the fixed assets or otherwise shall be prepared or given unless an Acceleration Event has occurred and the Agent so requests for such notice to be prepared and given. If required under local law, security over fixed assets will be registered subject to the general principles set out in these Security Principles. Any security over fixed assets will be granted subject to any warehouse or other lien arising by operation of law or by the standard terms of business of the storage or other facility where the relevant assets are located.

**(g) Insurance Policies**

- (i) To the extent any Loan Party grants security over its insurance policies, if required by local law to perfect the security, notice of the security will be served on the applicable insurance



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provider within 10 Business Days of the security being granted over the applicable insurance policy *provided that* there will be no requirement to obtain an acknowledgement of that notice unless required by local law in order to perfect the security.

- (ii) If there is such a requirement, the relevant Loan Parties shall use its reasonable endeavours to obtain an acknowledgement of that notice within 20 Business Days of service. If the relevant Loan Parties has used its reasonable endeavours but has not been able to obtain such acknowledgement, its obligation to obtain such acknowledgement shall cease upon expiry of such 20 Business Day period. No loss payee or other annotation or endorsement shall be made on any insurance policy.
- (iii) Unless required by local law in order to perfect the security, there shall not be any requirement to include the Agent or any Lender as a co-insured or to note the interest of the Agent or any Lender on any insurance policy. No security will be granted over any insurance policy which cannot be made subject to security under the terms of the policy *provided that* such restriction was not included into primarily so that such Liens would be exempted pursuant to this exception.

**(h) Intercompany Receivables**

- (i) To the extent any Loan Party grants security over its intercompany receivables from other members of the Loan Parties, it shall be free to deal with those receivables in the course of its operations and business and in compliance with the Loan Documents until an Acceleration Event has occurred.
- (ii) If required by local law to perfect the security or to be enforceable against the relevant debtor, notice of the security will be served on the relevant debtor from which such intercompany receivables are owing within 10 Business Days of the security being granted over such intercompany receivables and the applicable member of the Loan Parties shall obtain an acknowledgement of that notice within 10 Business Days of service.
- (iii) If required under local law, security over such intercompany receivables will be registered subject to the general principles set out in these Security Principles.

**(i) Trade receivables and other material contracts**

- (i) To the extent any Loan Party grants security over its trade receivables and/or material contracts, it shall be free to deal with those receivables and contracts in the course of its business and in compliance with the Loan Documents until an Acceleration Event has occurred. Subject to further diligence on the Loan Parties' material contracts, no notice of security will be required to be prepared or served unless an Acceleration Event has occurred and/or if the Agent so requests. If such notice is required to be delivered, there will be no requirement to obtain an acknowledgement of that notice unless required by local law in order to perfect the security or to be enforceable against the relevant counterparty. If there is such a requirement, the relevant Loan Parties shall use its reasonable endeavours to obtain an acknowledgement of that notice within 20 Business Days of service. If the relevant Loan Parties has used its reasonable endeavours but has not been able to obtain such acknowledgement, its obligation to obtain such acknowledgement shall cease upon expiry of such 20 Business Day period.

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- (ii) No security will be granted over any trade receivables or material contract which cannot be made subject to security under the terms of the relevant receivables or contract provided that such restriction was not included into primarily so that such Liens would be exempted pursuant to this exception. If required under local law, security over trade receivables or material contracts will be registered subject to the general principles set out in these Security Principles. Unless required by local law, any list of trade receivables required shall not include details of the underlying contracts giving rise to such receivables.

**(j) Intellectual Property**

- (i) If any Loan Party grants security over its intellectual property, it shall be free to deal with those assets in the course of its business and in compliance with the Loan Documents until an Acceleration Event has occurred.
- (ii) No security shall be granted over any intellectual property which cannot be secured under the terms of an applicable licensing agreement.
- (iii) No notice shall be prepared or given to any third party from whom intellectual property is licensed until the occurrence of an Acceleration Event.
- (iv) If required by local law in order to perfect the security or to be enforceable vis-à-vis third parties, security over intellectual property will be registered subject to these Security Principles.<sup>1</sup>
- (v) If it is possible for security over intellectual property to be created as part of a general security interest, no separate intellectual property security shall be created (unless customary to do so).

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<sup>1</sup> Note: Subject to diligence of material IP rights.

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**Schedule 1.1(a)****Commitments**

<b>Lender Name</b>	<b>Initial Loan Commitment</b>	<b>Delayed-Draw Loan Commitment</b>	<b>Total</b>
Deutsche Bank AG, London Branch	\$518,869,557.00	\$345,913,037.00	\$864,782,594.00

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**Schedule 1.1(b)****Excluded Subsidiaries**

<b>Entity</b>	<b>Jurisdiction</b>
Cofap Fabricadora de Pecas Ltda	Brazil
Changchun Marelli Automotive Lighting System Co. Ltd.	China
Highly Marelli Holdings Co., Ltd	China (Hong Kong)
Hubei Huazhong Marelli Automotive Lighting Co. Ltd	China
Zhejiang Wanxiang Marelli Shock Absorbers Co. Ltd.	China
SAIC MARELLI Powertrain Co. Ltd	China
Yue Ki Industrial Co., Ltd.	China (Taiwan)
Uni-Calsonic Corp.	China (Taiwan)
Shanghai Highly New Energy Technology Co., Ltd.	China
Marelli Powertrain India Private Limited	India
Marelli Motherson Automotive Lighting India Private Limited	India
Marelli Um Electronic Systems Private Limited	India
Marelli Talbros Chassis Systems Private Limited	India
SKH Marelli Exhaust Systems Private Limited	India
HMC MM Auto Ltd	India
Marelli Motherson Auto Suspension Parts Private Limited	India
Marelli SKH Exhaust Systems Private Limited	India
Marelli (India) Private Limited	India
PT Kansei Indonesia Manufacturing	Indonesia

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Marelli Machine Works Corp.	Japan
Marelli Automotive Lighting Malaysia Sdn. Bhd.	Malaysia
Marelli Engineering Yangon Co., Ltd.	Myanmar
Marelli RUS LLC	Russia
Marelli Automotive doo Kragujevac	Serbia
Marelli Global Business Services Europe s.r.o.	Slovakia
Marelli Kechnec Slovakia s.r.o	Slovakia
Calsonic Kansei Korea Corporation	South Korea
Marelli Sweden AB	Sweden
Marelli Automotive Lighting (Thailand) Co., Ltd	Thailand
Marelli (Thailand) Co., Ltd.	Thailand
Siam Calsonic Co., Limited	Thailand
Marelli Mako Turkey Elektrik Sanayi Ve Ticaret Anonim Sirketi	Turkey
Marelli Turkey Suspansiyon Sistemleri Ticaret Limited Sirketi	Turkey

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**Schedule 2.2****Agent Account**

<b>Currency</b>	USD
<b>Account Routing Number</b>	021000021
<b>Bank Account Number</b>	711877517
<b>Beneficiary</b>	GLAS USA LLC, as Agent
<b>Bank Name</b>	JPMorgan Chase New York
<b>Bank Swift</b>	CHASU33

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**Schedule 4.6**

**Existing Litigation**

None.

**Schedule 4.15**

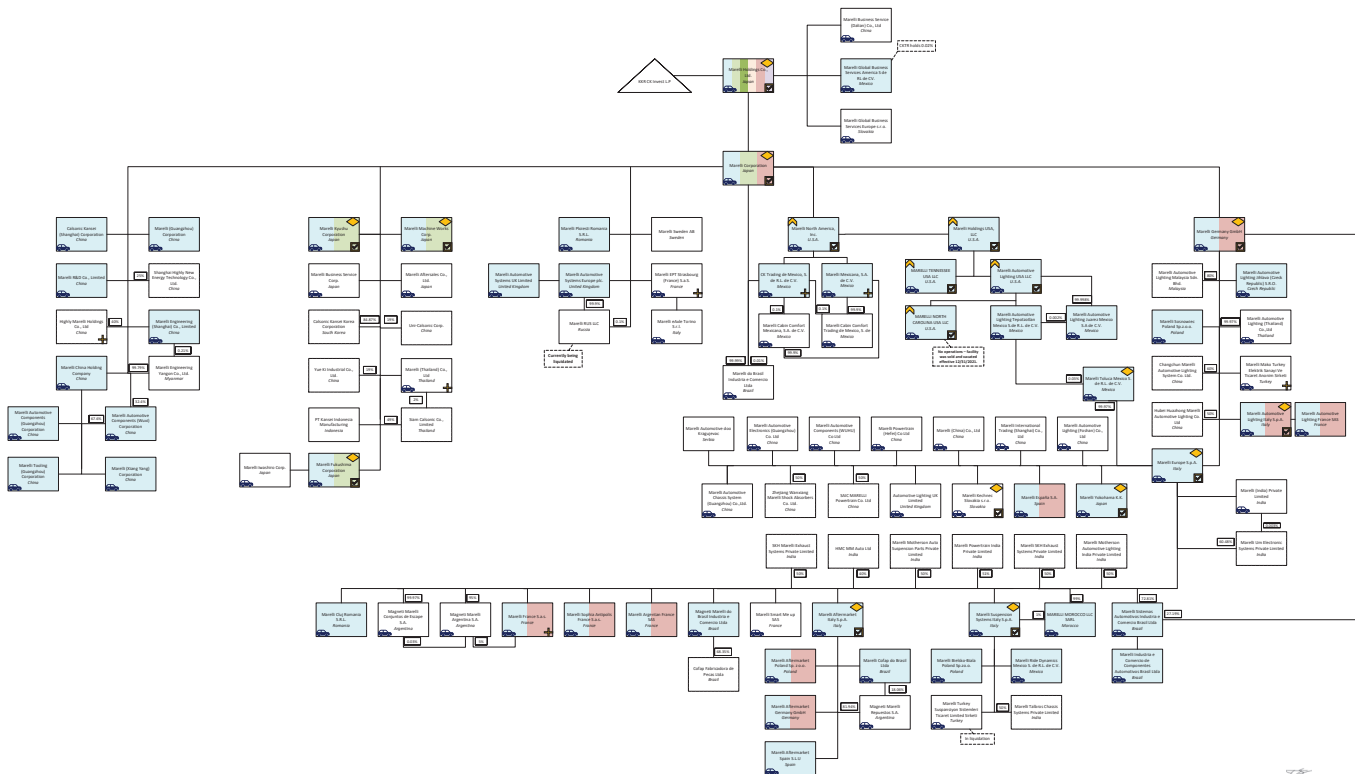
**Holdings and its Subsidiaries**

[See attached.]



KIRKLAND &amp; ELLIS

Key / Legend			
SEA Guarantee	Emergency Loan Restriction	Share Pledge Only	
SEA Restriction	Chikashiki Taka Participant	Share Includes Shiba	
BIF Guarantee	Share Includes All Assets	ENV Entry	
BIF Restriction	Share Includes Shiba Assets	Filing Entry	



  
**Name:** Toufic Saadi  
**Title:** Assistant General Counsel, USA & Mexico  
**Date:** June 7, 2025

**Schedule 6.12****Post-Closing Obligations****1. Post-Closing Foreign Security Documents**

A copy of the counterparts of each of the following security documents duly executed by each Loan Party that is not organized in the United States (to the extent party to such document) (the "**Post-Closing Foreign Security Documents**"), it being acknowledged and agreed that such list of Post-Closing Foreign Security Documents is non-exhaustive and that the Post-Closing Foreign Security Documents shall be delivered and (where possible under local law) perfected as soon as possible and in any event prior to the time periods set out in the column titled "Timing":

No.	Name of Loan Party	Post-Closing Foreign Security Document	Governing Law of Post-Closing Security Document	Timing
1.	Marelli Europe S.p.A. and Magnetti Marelli Argentina S.A.	Share pledge <sup>2</sup> ( <i>prenda de acciones</i> ) over shares held by the grantors in the share capital of Marelli Conjuntos de Escape Argentina S.A.	Argentinian law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
2.	Marelli Aftermarket Italy S.p.A. and Marelli Cofap do Brazil Ltda	Share pledge ( <i>prenda de acciones</i> ) over shares held by the grantors in the share capital of Marelli Repuestos Argentina S.A.	Argentinian law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
3.	Marelli Europe S.p.A. and Marelli France SAS	Share pledge ( <i>prenda de acciones</i> ) over shares held by the grantors in the share capital of Magnetti Marelli Argentina S.A.	Argentinian law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
4.	Marelli Conjuntos de Escape Argentina S.A.	Fiduciary <sup>3</sup> assignment ( <i>cesión fiduciaria de créditos en garantía</i> ) over certain accounts	Argentinian law	As soon as reasonably practicable, and in any

<sup>2</sup> Note: To be recorded in the shareholder's registry corporate book.

<sup>3</sup> Note: The Security Trust Agreement (*contrato de fideicomiso en garantía*) shall be duly registered with the local public registry.

No.	Name of Loan Party	Post-Closing Foreign Security Document	Governing Law of Post-Closing Security Document	Timing
		receivable of the grantor. <sup>4</sup> Mortgage concerning any real estate owned by the grantors <sup>5</sup> . Floating pledge ( <i>prenda flotante</i> ) over all inventory of the grantor. Pledge over grantor's tangible movable property (equipment and machinery) and intellectual property (if any). All security listed above being subject to Security Principles.		event within 90 days after the Closing Date
5.	Marelli Repuestos Argentina S.A.	Fiduciary assignment ( <i>cesión fiduciaria de créditos en garantía</i> ) over certain accounts receivable of the grantor. <sup>6</sup> Mortgage concerning any real estate owned by the grantors <sup>7</sup> . Floating pledge ( <i>prenda flotante</i> ) over all inventory of the grantor. Pledge <sup>8</sup> over grantor's tangible movable property (equipment and machinery) and intellectual property (if any). All security listed above being subject to Security Principles.	Argentinian law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
6.	Magnetti Marelli Argentina S.A.	Fiduciary assignment ( <i>cesión fiduciaria de créditos en garantía</i> ) over certain accounts	Argentinian law	As soon as reasonably practicable, and in any

<sup>4</sup> Note: Receivables to be assigned must be identified either pursuant to underlying agreements / relevant debtors or otherwise and the assignment must be notified to relevant debtors to be effective vis a vis third parties.

<sup>5</sup> Note: All mortgages shall be executed as public deeds and be duly registered with the relevant real property registry and shall be renewed every 35 years.

<sup>6</sup> Note: Receivables to be assigned must be identified either pursuant to underlying agreements / relevant debtors or otherwise and the assignment must be notified to relevant debtors to be effective vis a vis third parties.

<sup>7</sup> Note: All mortgages shall be executed as public deeds and be duly registered with the relevant real property registry.

<sup>8</sup> Note: All pledges over tangible movable property and/or intellectual property shall be filed with the relevant public registry where the collateral is located and shall be renewed every 5 years.

No.	Name of Loan Party	Post-Closing Foreign Security Document	Governing Law of Post-Closing Security Document	Timing
		receivable of the grantor. <sup>9</sup> Mortgage concerning any real estate owned by the grantors <sup>10</sup> . Floating pledge ( <i>prenda flotante</i> ) over all inventory of the grantor. Pledge over grantor's tangible movable property (equipment and machinery) and intellectual property (if any). All security listed above being subject to Security Principles.		event within 90 days after the Closing Date
7.	Magnetti Marelli do Brasil Industria e Comercio Ltda.	Fiduciary lien ( <i>alienação fiduciária</i> ) over the grantor's shares <sup>11</sup> ; fiduciary lien ( <i>alienação fiduciária</i> ) over grantor's real properties and plants <sup>12</sup> ; fiduciary lien ( <i>alienação fiduciária</i> ) over grantor's machinery, equipment and inventory <sup>13</sup> ; fiduciary assignment ( <i>cessão fiduciária</i> ) over the grantor's intercompany and certain third parties' receivables, and respective bank accounts, in all respects, subject to Security Principles.	Brazilian law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date

<sup>9</sup> Note: Receivables to be assigned must be identified either pursuant to underlying agreements / relevant debtors or otherwise and the assignment must be notified to relevant debtors to be effective vis a vis third parties.

<sup>10</sup> Note: All mortgages shall be executed as public deeds and be duly registered with the relevant real property registry.

<sup>11</sup> Note: Collateral agreement to be registered in a titles registry (*Cartório de Registro de Títulos e Documentos*) in the obligor's jurisdiction; fiduciary lien to be annotated in the obligor's shareholders' book.

<sup>12</sup> Note: Collateral agreement to be registered in a titles registry (*Cartório de Registro de Títulos e Documentos*) in the obligor's jurisdiction and in the real estate registry (*Cartório de Registro de Imóveis*) each encumbered property is located for the fiduciary lien to be annotated in each properties' registration (*matricula*).

<sup>13</sup> Note: Collateral agreement to be registered in a titles registry (*Cartório de Registro de Títulos e Documentos*) in the obligor's jurisdiction.

No.	Name of Loan Party	Post-Closing Foreign Security Document	Governing Law of Post-Closing Security Document	Timing
8.	Marelli do Brasil Industria e Comercio Ltda.	Fiduciary lien ( <i>alienação fiduciária</i> ) over the grantor's shares <sup>14</sup> ; fiduciary lien ( <i>alienação fiduciária</i> ) over grantor's real properties and plants <sup>15</sup> ; fiduciary lien ( <i>alienação fiduciária</i> ) over grantor's machinery, equipment and inventory <sup>16</sup> ; fiduciary assignment ( <i>cessão fiduciária</i> ) over the grantor's intercompany and certain third parties' receivables, and respective bank accounts, in all respects, subject to Security Principles.	Brazilian law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
9.	Marelli Cofap do Brasil Ltda.	Fiduciary lien ( <i>alienação fiduciária</i> ) over the grantor's shares <sup>17</sup> ; fiduciary lien ( <i>alienação fiduciária</i> ) over grantor's real properties and plants <sup>18</sup> ; fiduciary lien ( <i>alienação fiduciária</i> ) over grantor's machinery, equipment and inventory <sup>19</sup> ; fiduciary assignment ( <i>cessão</i>	Brazilian law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date

<sup>14</sup> Note: Collateral agreement to be registered in a titles registry (*Cartório de Registro de Títulos e Documentos*) in the obligor's jurisdiction; fiduciary lien to be annotated in the obligor's shareholders' book.

<sup>15</sup> Note: Collateral agreement to be registered in a titles registry (*Cartório de Registro de Títulos e Documentos*) in the obligor's jurisdiction and in the real estate registry (*Cartório de Registro de Imóveis*) each encumbered property is located for the fiduciary lien to be annotated in each properties' registration (*matrícula*).

<sup>16</sup> Note: Collateral agreement to be registered in a titles registry (*Cartório de Registro de Títulos e Documentos*) in the obligor's jurisdiction.

<sup>17</sup> Note: Collateral agreement to be registered in a titles registry (*Cartório de Registro de Títulos e Documentos*) in the obligor's jurisdiction; fiduciary lien to be annotated in the obligor's shareholders' book.

<sup>18</sup> Note: Collateral agreement to be registered in a titles registry (*Cartório de Registro de Títulos e Documentos*) in the obligor's jurisdiction and in the real estate registry (*Cartório de Registro de Imóveis*) each encumbered property is located for the fiduciary lien to be annotated in each properties' registration (*matrícula*).

<sup>19</sup> Note: Collateral agreement to be registered in a titles registry (*Cartório de Registro de Títulos e Documentos*) in the obligor's jurisdiction.

No.	Name of Loan Party	Post-Closing Foreign Security Document	Governing Law of Post-Closing Security Document	Timing
		<i>fiduciária</i> ) over the grantor's intercompany and certain third parties' receivables, and respective bank accounts, in all respects, subject to Security Principles.		
10.	Marelli Industria e Comercio de Componentes Automotivos Brasil Ltda.	Fiduciary lien ( <i>alienação fiduciária</i> ) over the grantor's shares <sup>20</sup> ; fiduciary lien ( <i>alienação fiduciária</i> ) over grantor's real properties and plants <sup>21</sup> ; fiduciary lien ( <i>alienação fiduciária</i> ) over grantor's machinery, equipment and inventory <sup>22</sup> ; fiduciary assignment ( <i>cessão fiduciária</i> ) over the grantor's intercompany and certain third parties' receivables, and respective bank accounts, in all respects, subject to Security Principles.	Brazilian law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
11.	Marelli Sistemas Automotivos Industria e Comercio Brasil Ltda.	Fiduciary lien ( <i>alienação fiduciária</i> ) over the grantor's shares <sup>23</sup> ; fiduciary lien ( <i>alienação fiduciária</i> ) over grantor's real properties and	Brazilian law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date

<sup>20</sup> Note: Collateral agreement to be registered in a titles registry (*Cartório de Registro de Títulos e Documentos*) in the obligor's jurisdiction; fiduciary lien to be annotated in the obligor's shareholders' book.

<sup>21</sup> Note: Collateral agreement to be registered in a titles registry (*Cartório de Registro de Títulos e Documentos*) in the obligor's jurisdiction and in the real estate registry (*Cartório de Registro de Imóveis*) each encumbered property is located for the fiduciary lien to be annotated in each properties' registration (*matrícula*).

<sup>22</sup> Note: Collateral agreement to be registered in a titles registry (*Cartório de Registro de Títulos e Documentos*) in the obligor's jurisdiction.

<sup>23</sup> Note: Collateral agreement to be registered in a titles registry (*Cartório de Registro de Títulos e Documentos*) in the obligor's jurisdiction; fiduciary lien to be annotated in the obligor's shareholders' book.

No.	Name of Loan Party	Post-Closing Foreign Security Document	Governing Law of Post-Closing Security Document	Timing
		plants <sup>24</sup> ; fiduciary lien ( <i>alienação fiduciária</i> ) over grantor's machinery, equipment and inventory <sup>25</sup> ; fiduciary assignment ( <i>cessão fiduciária</i> ) over the grantor's intercompany and certain third parties' receivables, and respective bank accounts, in all respects subject to Security Principles.		
12.	Marelli Automotive Components (Wuhu) Co., Ltd.	Pledge over the grantor's existing and future receivables	Chinese law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
13.	Marelli Automotive Components (Wuxi) Corporation	Pledge over the grantor's existing and future receivables	Chinese law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
14.	Marelli Automotive Electronics (Guangzhou) Co., Ltd.	Pledge over the grantor's existing and future receivables	Chinese law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
15.	Marelli Automotive Chassis System (Guangzhou) Co., Ltd.	Pledge over the grantor's existing and future receivables	Chinese law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
16.	Marelli Automotive Components (Guangzhou) Corporation	Pledge over the grantor's existing and future receivables	Chinese law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date

<sup>24</sup> Note: Collateral agreement to be registered in a titles registry (*Cartório de Registro de Títulos e Documentos*) in the obligor's jurisdiction and in the real estate registry (*Cartório de Registro de Imóveis*) each encumbered property is located for the fiduciary lien to be annotated in each properties' registration (*matricula*).

<sup>25</sup> Note: Collateral agreement to be registered in a titles registry (*Cartório de Registro de Títulos e Documentos*) in the obligor's jurisdiction.

No.	Name of Loan Party	Post-Closing Foreign Security Document	Governing Law of Post-Closing Security Document	Timing
17.	Marelli Automotive Lighting (Foshan) Co., Ltd.	Pledge over the grantor's existing and future receivables	Chinese law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
18.	Marelli (Guangzhou) Corporation	Pledge over the grantor's existing and future receivables	Chinese law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
19.	Marelli (China) Holding Company	Pledge over the grantor's existing and future receivables	Chinese law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
20.	Marelli (China) Co., Ltd	Pledge over the grantor's existing and future receivables	Chinese law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
21.	Marelli (Xiang Yang) Corporation	Pledge over the grantor's existing and future receivables	Chinese law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
22.	Marelli Engineering (Shanghai) Co., Limited	Pledge over the grantor's existing and future receivables	Chinese law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
23.	Marelli R&D Co., Limited	Pledge over the grantor's existing and future receivables	Chinese law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
24.	Calsonic Kansei (Shanghai) Corporation	Pledge over the grantor's existing and future receivables	Chinese law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date



No.	Name of Loan Party	Post-Closing Foreign Security Document	Governing Law of Post-Closing Security Document	Timing
25.	Marelli Tooling (Guangzhou) Corporation	Pledge over the grantor's existing and future receivables	Chinese law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
26.	Marelli International Trading (Shanghai) Co., Ltd	Pledge over the grantor's existing and future receivables	Chinese law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
27.	Marelli Powertrain (Hefei) Co Ltd	Pledge over the grantor's existing and future receivables	Chinese law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
28.	Marelli Business Service (Dalian) Co., Ltd	Pledge over the grantor's existing and future receivables	Chinese law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
29.	Marelli Automotive Components (Wuhu) Co., Ltd.	Floating mortgage over equipment, raw materials, semi - finished products, and finished goods	Chinese law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
30.	Marelli Automotive Components (Wuxi) Corporation	Floating mortgage over equipment, raw materials, semi - finished products, and finished goods	Chinese law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
31.	Marelli Automotive Electronics (Guangzhou) Co., Ltd.	Floating mortgage over equipment, raw materials, semi - finished products, and finished goods	Chinese law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
32.	Marelli Automotive Chassis System (Guangzhou) Co., Ltd.	Floating mortgage over equipment, raw materials, semi - finished products, and finished goods	Chinese law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date

No.	Name of Loan Party	Post-Closing Foreign Security Document	Governing Law of Post-Closing Security Document	Timing
33.	Marelli Automotive Components (Guangzhou) Corporation	Floating mortgage over equipment, raw materials, semi - finished products, and finished goods	Chinese law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
34.	Marelli Automotive Lighting (Foshan) Co., Ltd.	Floating mortgage over equipment, raw materials, semi - finished products, and finished goods	Chinese law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
35.	Marelli (Guangzhou) Corporation	Floating mortgage over equipment, raw materials, semi - finished products, and finished goods	Chinese law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
36.	Marelli (China) Holding Company	Floating mortgage over equipment, raw materials, semi - finished products, and finished goods	Chinese law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
37.	Marelli (China) Co., Ltd	Floating mortgage over equipment, raw materials, semi - finished products, and finished goods	Chinese law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
38.	Marelli (Xiang Yang) Corporation	Floating mortgage over equipment, raw materials, semi - finished products, and finished goods	Chinese law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
39.	Marelli Engineering (Shanghai) Co., Limited	Floating mortgage over equipment, raw materials, semi - finished products, and finished goods	Chinese law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
40.	Marelli R&D Co., Limited	Floating mortgage over equipment, raw materials, semi - finished products, and finished goods	Chinese law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date

No.	Name of Loan Party	Post-Closing Foreign Security Document	Governing Law of Post-Closing Security Document	Timing
41.	Calsonic Kansei (Shanghai) Corporation	Floating mortgage over equipment, raw materials, semi - finished products, and finished goods	Chinese law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
42.	Marelli Tooling (Guangzhou) Corporation	Floating mortgage over equipment, raw materials, semi - finished products, and finished goods	Chinese law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
43.	Marelli International Trading (Shanghai) Co., Ltd	Floating mortgage over equipment, raw materials, semi - finished products, and finished goods	Chinese law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
44.	Marelli Powertrain (Hefei) Co Ltd	Floating mortgage over equipment, raw materials, semi - finished products, and finished goods	Chinese law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
45.	Marelli Business Service (Dalian) Co., Ltd	Floating mortgage over equipment, raw materials, semi - finished products, and finished goods	Chinese law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
46.	Marelli Automotive Components (Wuhu) Co., Ltd.	Mortgage over real estates	Chinese law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
47.	Marelli Automotive Components (Wuxi) Corporation	Mortgage over real estates	Chinese law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
48.	Marelli Automotive Electronics (Guangzhou) Co., Ltd.	Mortgage over real estates	Chinese law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date

No.	Name of Loan Party	Post-Closing Foreign Security Document	Governing Law of Post-Closing Security Document	Timing
49.	Marelli Automotive Chassis System (Guangzhou) Co., Ltd.	Mortgage over real estates	Chinese law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
50.	Marelli Automotive Components (Guangzhou) Corporation	Mortgage over real estates	Chinese law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
51.	Marelli Automotive Lighting (Foshan) Co., Ltd.	Mortgage over real estates	Chinese law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
52.	Marelli (Guangzhou) Corporation	Mortgage over real estates	Chinese law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
53.	Marelli (China) Holding Company	Mortgage over real estates	Chinese law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
54.	Marelli (China) Co., Ltd	Mortgage over real estates	Chinese law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
55.	Marelli (Xiang Yang) Corporation	Mortgage over real estates	Chinese law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
56.	Marelli Engineering (Shanghai) Co., Limited	Mortgage over real estates	Chinese law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date

No.	Name of Loan Party	Post-Closing Foreign Security Document	Governing Law of Post-Closing Security Document	Timing
57.	Marelli R&D Co., Limited	Mortgage over real estates	Chinese law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
58.	Calsonic Kansei (Shanghai) Corporation	Mortgage over real estates	Chinese law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
59.	Marelli Tooling (Guangzhou) Corporation	Mortgage over real estates	Chinese law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
60.	Marelli International Trading (Shanghai) Co., Ltd	Mortgage over real estates	Chinese law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
61.	Marelli Powertrain (Hefei) Co Ltd	Mortgage over real estates	Chinese law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
62.	Marelli Business Service (Dalian) Co., Ltd	Mortgage over real estates	Chinese law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
63.	Marelli Automotive Components (Wuhu) Co., Ltd.	Pledge over patents	Chinese law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
64.	Marelli Automotive Electronics (Guangzhou) Co., Ltd.	Pledge over patents	Chinese law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date

No.	Name of Loan Party	Post-Closing Foreign Security Document	Governing Law of Post-Closing Security Document	Timing
65.	Marelli Automotive Chassis System (Guangzhou) Co., Ltd.	Pledge over patents	Chinese law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
66.	Marelli Automotive Lighting (Foshan) Co., Ltd.	Pledge over patents	Chinese law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
67.	Marelli (Guangzhou) Corporation	Pledge over patents	Chinese law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
68.	Marelli (China) Co., Ltd	Pledge over patents	Chinese law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
69.	Marelli R&D Co., Limited	Pledge over patents	Chinese law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
70.	Marelli Powertrain (Hefei) Co Ltd	Pledge over patents	Chinese law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
71.	Marelli Automotive Electronics (Guangzhou) Co., Ltd.	Pledge over trademarks	Chinese law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
72.	Marelli Automotive Components (Wuhu) Co., Ltd.	Pledge over software copyrights	Chinese law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date

No.	Name of Loan Party	Post-Closing Foreign Security Document	Governing Law of Post-Closing Security Document	Timing
73.	Marelli Automotive Electronics (Guangzhou) Co., Ltd.	Pledge over software copyrights	Chinese law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
74.	Marelli Automotive Chassis System (Guangzhou) Co., Ltd.	Pledge over software copyrights	Chinese law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
75.	Marelli Automotive Components (Guangzhou) Corporation	Pledge over software copyrights	Chinese law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
76.	Marelli (China) Co., Ltd	Pledge over software copyrights	Chinese law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
77.	Marelli Automotive Electronics (Guangzhou) Co., Ltd.	Pledge over other work copyrights	Chinese law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
78.	Marelli International Trading (Shanghai) Co., Ltd	Pledge over other work copyrights	Chinese law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
79.	Marelli Europe S.p.A. <sup>26</sup>	Pledge over equity interest held by the grantor in Marelli Automotive Components (Wuhu) Co., Ltd.	Chinese law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date

<sup>26</sup> Note: No SAFE registration required.

No.	Name of Loan Party	Post-Closing Foreign Security Document	Governing Law of Post-Closing Security Document	Timing
80.	Marelli (China) Holding Company & 马瑞利株式会社 (Japan) <sup>27</sup>	Pledge over equity interest held by the grantors in Marelli Automotive Components (Wuxi) Corporation	Chinese law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
81.	Marelli Europe S.p.A. <sup>28</sup>	Pledge over equity interest held by the grantor in Marelli Automotive Electronics (Guangzhou) Co., Ltd.	Chinese law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
82.	Marelli Europe S.p.A. <sup>29</sup>	Pledge over equity interest held by the grantor in Marelli Automotive Chassis System (Guangzhou) Co., Ltd.	Chinese law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
83.	Marelli (China) Holding Company	Pledge over equity interest held by the grantor in Marelli Automotive Components (Guangzhou) Corporation	Chinese law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
84.	Marelli Europe S.p.A. <sup>30</sup>	Pledge over equity interest held by the grantor in Marelli Automotive Lighting (Foshan) Co., Ltd.	Chinese law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
85.	马瑞利株式会社 (Japan) <sup>31</sup>	Pledge over equity interest held by the grantor in Marelli (Guangzhou) Corporation	Chinese law	As soon as reasonably practicable, and in any

<sup>27</sup> Note: No SAFE registration in respect of Japanese company.

<sup>28</sup> Note: No SAFE registration required.

<sup>29</sup> Note: No SAFE registration required.

<sup>30</sup> Note: No SAFE registration required.

<sup>31</sup> Note: No SAFE registration required.



No.	Name of Loan Party	Post-Closing Foreign Security Document	Governing Law of Post-Closing Security Document	Timing
				event within 90 days after the Closing Date
86.	马瑞利株式会社 (Japan) <sup>32</sup>	Pledge over equity interest held by the grantor in Marelli (China) Holding Company	Chinese law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
87.	Marelli Europe S.p.A. <sup>33</sup>	Pledge over equity interest held by the grantor in Marelli (China) Co., Ltd	Chinese law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
88.	Marelli (China) Holding Company	Pledge over equity interest held by the grantor in Marelli (Xiang Yang) Corporation	Chinese law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
89.	马瑞利株式会社 (Japan) <sup>34</sup>	Pledge over equity interest held by the grantor in Marelli Engineering (Shanghai) Co., Limited	Chinese law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
90.	马瑞利株式会社 (Japan) <sup>35</sup>	Pledge over equity interest held by the grantor in Marelli R&D Co., Limited	Chinese law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date

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<sup>32</sup> Note: No SAFE registration required.

<sup>33</sup> Note: No SAFE registration required.

<sup>34</sup> Note: No SAFE registration required.

<sup>35</sup> Note: No SAFE registration required.

No.	Name of Loan Party	Post-Closing Foreign Security Document	Governing Law of Post-Closing Security Document	Timing
91.	马瑞利株式会社 (Japan) <sup>36</sup>	Pledge over equity interest held by the grantor in Calsonic Kansei (Shanghai) Corporation	Chinese law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
92.	Marelli (China) Holding Company	Pledge over equity interest held by the grantor in Marelli Tooling (Guangzhou) Corporation	Chinese law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
93.	Marelli Europe S.p.A. <sup>37</sup>	Pledge over equity interest held by the grantor in Marelli International Trading (Shanghai) Co., Ltd	Chinese law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
94.	Marelli Europe S.p.A. <sup>38</sup>	Pledge over equity interest held by the grantor in Marelli Powertrain (Hefei) Co Ltd	Chinese law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
95.	马瑞利株式会社 (Japan) <sup>39</sup>	Pledge over equity interest held by the grantor in Marelli Business Service (Dalian) Co., Ltd	Chinese law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
96.	Marelli Germany GmbH	Pledge over shares held by the grantor in the share capital of Marelli Automotive Lighting Jihlava (Czech Republic) S.R.O.	Czech law	As soon as reasonably practicable, and in any event within 60 days after the Closing Date

<sup>36</sup> Note: No SAFE registration required.

<sup>37</sup> Note: No SAFE registration required.

<sup>38</sup> Note: No SAFE registration required.

<sup>39</sup> Note: No SAFE registration required.

No.	Name of Loan Party	Post-Closing Foreign Security Document	Governing Law of Post-Closing Security Document	Timing
97.	Marelli Automotive Lighting Jihlava (Czech Republic) S.R.O.	Receivables pledge over trade receivables owed to the grantor	Czech law	As soon as reasonably practicable, and in any event within 60 days after the Closing Date
98.	Marelli Automotive Lighting Jihlava (Czech Republic) S.R.O.	Receivables pledge over bank account receivables owed to the grantor subject to the Security Principles	Czech law	As soon as reasonably practicable, and in any event within 60 days after the Closing Date
99.	Marelli Automotive Lighting Jihlava (Czech Republic) S.R.O.	Receivables pledge over receivables from insurance contracts owed to the grantor	Czech law	As soon as reasonably practicable, and in any event within 60 days after the Closing Date
100.	Marelli Automotive Lighting Jihlava (Czech Republic) S.R.O.	Pledge over key individualized movable assets (technology, machinery)	Czech law	As soon as reasonably practicable, and in any event within 60 days after the Closing Date
101.	Marelli Automotive Lighting Jihlava (Czech Republic) S.R.O.	Mortgage over all of the real estate owned by the grantor subject to the Security Principles	Czech law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
102.	Marelli Automotive Lighting Jihlava (Czech Republic) S.R.O.	Pledge(s) over intellectual property owned by the grantor	Czech law	As soon as reasonably practicable, and in any event within 60 days after the Closing Date
103.	Marelli Automotive Lighting Jihlava (Czech Republic) S.R.O.	Enterprise charge over the grantor's business subject to the Security Principles	Czech law	As soon as reasonably practicable, and in any event within 60 days after the Closing Date
104.	Marelli Automotive Systems UK Limited	All asset debenture including fixed security over shares held by it in any subsidiaries, intercompany and trade receivables owed to it as lender, insurance policies, material contracts, real estate, bank accounts, intellectual property	English law	As soon as reasonably practicable, and in any event within 15 days after the Closing Date

No.	Name of Loan Party	Post-Closing Foreign Security Document	Governing Law of Post-Closing Security Document	Timing
		and plant and machinery, typical assignments by way of security and floating security over all assets		
105.	Automotive Lighting UK Limited	All asset debenture including fixed security over shares held by it in any subsidiaries, intercompany and trade receivables owed to it as lender, insurance policies, material contracts, real estate, bank accounts, intellectual property and plant and machinery, typical assignments by way of security and floating security over all assets	English law	As soon as reasonably practicable, and in any event within 15 days after the Closing Date
106.	Marelli Automotive Systems Europe plc	All asset debenture including fixed security over shares held by it in any subsidiaries, intercompany and trade receivables owed to it as lender, insurance policies, material contracts, real estate, bank accounts, intellectual property and plant and machinery, typical assignments by way of security and floating security over all assets	English law	As soon as reasonably practicable, and in any event within 15 days after the Closing Date
107.	Marelli Corporation	Charge over shares held by the grantor in Marelli Automotive Systems Europe plc	English law	As soon as reasonably practicable, and in any event within 15 days after the Closing Date
108.	Marelli Europe S.p.A	Charge over shares held by the grantor in Automotive Lighting UK Limited	English law	As soon as reasonably practicable, and in any event within 15 days after the Closing Date
109.	Marelli Europe S.p.A.	Account charge agreement over cash pooling header accounts held with Citibank in England	English law	As soon as reasonably practicable, and in any

No.	Name of Loan Party	Post-Closing Foreign Security Document	Governing Law of Post-Closing Security Document	Timing
				event within 15 days after the Closing Date
110.	Marelli Europe S.p.A.	Financial securities account pledge over the financial securities owned by the grantor in Marelli France SAS	French law	As soon as reasonably practicable, and in any event within 60 days after the Closing Date
111.	Marelli Automotive Lighting Italy S.p.A.	Financial securities account pledge over the financial securities owned by the grantor in Marelli Automotive Lighting France SAS	French law	As soon as reasonably practicable, and in any event within 60 days after the Closing Date
112.	Marelli Europe S.p.A.	Financial securities pledge over the financial securities owned by the grantor in Marelli Argentan France SAS	French law	As soon as reasonably practicable, and in any event within 60 days after the Closing Date
113.	Marelli Europe S.p.A.	Financial securities account pledge over the financial securities owned by the grantor in Marelli Sophia Antipolis France SAS	French law	As soon as reasonably practicable, and in any event within 60 days after the Closing Date
114.	Marelli Europe S.p.A.	Financial securities account pledge over the financial securities owned by the grantor in Marelli Smart Me up SAS	French law	As soon as reasonably practicable, and in any event within 60 days after the Closing Date
115.	Marelli Corporation	Financial securities account pledge over the financial securities owned by the grantor in Marelli EPT Strasbourg (France)	French law	As soon as reasonably practicable, and in any event within 60 days after the Closing Date
116.	Marelli France SAS, Marelli Automotive Lighting France SAS, Marelli Argentan France SAS, Marelli Sophia Antipolis France SAS, Marelli EPT Strasbourg	Pledge over intercompany receivables and third party receivables owed to the grantors	French law	As soon as reasonably practicable, and in any event within 60 days after the Closing Date

No.	Name of Loan Party	Post-Closing Foreign Security Document	Governing Law of Post-Closing Security Document	Timing
	(France) SAS and Marelli Smart Me up SAS			
117.	Marelli France SAS, Marelli Automotive Lighting France SAS, Marelli Argentan France SAS, Marelli Sophia Antipolis France SAS, Marelli EPT Strasbourg (France) SAS and Marelli Smart Me up SAS	Pledge over material bank accounts held by the grantors in France	French law	As soon as reasonably practicable, and in any event within 60 days after the Closing Date
118.	Marelli France SAS	Pledge over trademarks and patents <sup>40</sup> owned by Marelli France SAS and registered in France	French law	As soon as reasonably practicable, and in any event within 60 days after the Closing Date
119.	Marelli Corporation	Junior ranking share pledge over shares held by the grantor in Marelli Germany GmbH	German law	As soon as reasonably practicable, and in any event within 30 days after the Closing Date
120.	Marelli Aftermarket Italy S.p.A.	Share pledge over shares held by the grantor in Marelli Aftermarket Germany GmbH	German law	As soon as reasonably practicable, and in any event within 30 days after the Closing Date
121.	Marelli Germany GmbH	Junior ranking pledge of intercompany receivables owed to the grantor including a confirmation of the existing pledges	German law	As soon as reasonably practicable, and in any event within 30 days after the Closing Date
122.	Marelli Germany GmbH	Global assignment agreement of third party receivables owed to the grantor, to the extent not already assigned to the existing Collateral Agent	German law	As soon as reasonably practicable, and in any

<sup>40</sup> Note: Scope of intellectual property to be covered subject to ongoing diligence.

No.	Name of Loan Party	Post-Closing Foreign Security Document	Governing Law of Post-Closing Security Document	Timing
				event within 30 days after the Closing Date
123.	Marelli Aftermarket Germany GmbH	Global assignment agreement of third party receivables owed to the grantors	German law	As soon as reasonably practicable, and in any event within 30 days after the Closing Date
124.	Marelli Aftermarket Germany GmbH	Pledge of intercompany receivables owed to the grantors	German law	As soon as reasonably practicable, and in any event within 30 days after the Closing Date
125.	Marelli Germany GmbH	Junior ranking bank account pledge over material accounts held in Germany	German law	As soon as reasonably practicable, and in any event within 30 days after the Closing Date
126.	Marelli Aftermarket Germany GmbH	Bank account pledge over material accounts held in Germany	German law	As soon as reasonably practicable, and in any event within 30 days after the Closing Date
127.	Marelli Corporation	Junior ranking bank account pledge over material accounts held in Germany	German law	As soon as reasonably practicable, and in any event within 30 days after the Closing Date
128.	Marelli Germany GmbH	Security assignment of IP rights	German law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
129.	Marelli Aftermarket Germany GmbH	Security assignment of IP rights	German law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
130.	Marelli Germany GmbH	Security transfer of moveable assets	German law	As soon as reasonably practicable, and in any

No.	Name of Loan Party	Post-Closing Foreign Security Document	Governing Law of Post-Closing Security Document	Timing
				event within 90 days after the Closing Date
131.	Marelli Aftermarket Germany GmbH	Security transfer of moveable assets	German law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
132.	Marelli Europe S.p.A.	Account pledge over material cash pooling consolidation accounts held in Ireland	Irish law	As soon as reasonably practicable, and in any event within 15 days after the Closing Date
133.	Marelli Automotive Lighting Reutlingen (Germany) GmbH	Junior ranking share pledge over shares held by the grantor in the share capital of Marelli Europe S.p.A. <sup>41</sup>	Italian law	As soon as reasonably practicable subject to golden power approval
134.	Marelli Automotive Lighting Reutlingen (Germany) GmbH	Junior ranking share pledge over shares held by the grantor in the share capital of Marelli Automotive Lighting Italy S.p.A. <sup>42</sup>	Italian law	As soon as reasonably practicable subject to golden power approval
135.	Marelli Europe S.p.A.	Junior ranking share pledge over shares held by the grantor in the share capital of Marelli Aftermarket Italy S.p.A. <sup>43</sup>	Italian law	As soon as reasonably practicable subject to golden power approval
136.	Marelli Europe S.p.A.	Junior ranking share pledge over shares held by the grantor in the share capital of Marelli Suspension Systems Italy S.p.A. <sup>44</sup>	Italian law	As soon as reasonably practicable subject to golden power approval
137.	Marelli EPT Strasbourg (France) SAS	Share pledge over quota capital held by the grantor in Marelli eAxle Torino S.r.l.	Italian law	As soon as reasonably practicable subject to golden power approval

<sup>41</sup> Note: Subject to obtaining applicable secured party consents or a court order permitting the grant of security.

<sup>42</sup> Note: Subject to obtaining applicable secured party consents or a court order permitting the grant of security.

<sup>43</sup> Note: Subject to obtaining applicable secured party consents or a court order permitting the grant of security.

<sup>44</sup> Note: Subject to obtaining applicable secured party consents or a court order permitting the grant of security.



No.	Name of Loan Party	Post-Closing Foreign Security Document	Governing Law of Post-Closing Security Document	Timing
138.	Marelli Europe S.p.A, Marelli Automotive Lighting Italy S.p.A., Marelli Aftermarket Italy S.p.A. and Marelli Suspension Systems Italy S.p.A.	[Junior ranking deed of assignment of security of any receivables arising out of intercompany loans and third party receivables owed to the grantors] <sup>45</sup>	Italian law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
139.	Marelli eAxe Torino S.r.l.	Deed of assignment of security of any receivables arising out of intercompany loans and third party receivables owed to the grantor	Italian law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
140.	Marelli Europe S.p.A, Marelli Automotive Lighting Italy S.p.A., Marelli Aftermarket Italy S.p.A. and Marelli Suspension Systems Italy S.p.A.	[Junior ranking deed of pledge over the balance of the material bank accounts located in Italy held by the grantors] <sup>46</sup>	Italian law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
141.	Marelli eAxe Torino S.r.l.	Deed of pledge over the balance of the material bank accounts located in Italy held by the grantors	Italian law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
142.	Marelli Europe S.p.A, Marelli Automotive Lighting Italy S.p.A., Marelli Aftermarket Italy S.p.A., Marelli Suspension	Deed of pledge over intellectual property rights held by the grantors in Italy	Italian law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date

<sup>45</sup> Note: Subject to local counsel advice as to what security can be validly granted given pre-existing security.

<sup>46</sup> Note: Subject to local counsel advice as to what security can be validly granted given pre-existing security.

No.	Name of Loan Party	Post-Closing Foreign Security Document	Governing Law of Post-Closing Security Document	Timing
	Systems Italy S.p.A. and Marelli eAxle Torino S.r.l.			
143.	Marelli Europe S.p.A., Marelli Automotive Lighting Italy S.p.A., Marelli Aftermarket Italy S.p.A., Marelli Suspension Systems Italy S.p.A. and Marelli eAxle Torino S.r.l.	Non-possessory deed of pledge ( <i>pegno non possessorio</i> ) pursuant to Law Decree n. 59/2016 to be created over inventory, plant and machinery held by the Italian Security Providers	Italian law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
144.	Marelli Holdings Ltd.	First ranking pledge over shares held by the grantor in Marelli Corporation <sup>47</sup>	Japanese law	As soon as reasonably practicable, and in any event within 30 days after the Closing Date
145.	Marelli Corporation	First ranking pledge over shares held by the grantor in the share capital of Marelli Kyushu Corporation	Japanese law	As soon as reasonably practicable, and in any event within 60 days after the Closing Date
146.	Marelli Corporation	First ranking pledge over shares held by the grantor in the share capital of Marelli Fukushima Corporation	Japanese law	As soon as reasonably practicable, and in any event within 60 days after the Closing Date
147.	Marelli Europe S.p.A.	First ranking pledge over shares held by the grantor in the share capital of Marelli Yokohama K.K.	Japanese law	As soon as reasonably practicable, and in any event within 60 days after the Closing Date
148.	Marelli Fukushima Corporation	Pledge over shares held by the grantor in the share capital of Marelli Iwashiro Corp.	Japanese law	As soon as reasonably practicable, and in any

<sup>47</sup> Note: To be secured by a security interest in the existing collateral granted in respect of the Back-Up Facility, the Emergency Loan Facility and the Senior Loan Facility, and any other currently encumbered assets. In addition, each relevant security document governed by Japanese law shall include a covenant to use best efforts to obtain the consent of the applicable creditors in order to ensure these additional Japanese law security interests (and those listed in this Annex C) have the ranking expressed to be intended for them in the DIP Term Sheet.

No.	Name of Loan Party	Post-Closing Foreign Security Document	Governing Law of Post-Closing Security Document	Timing
				event within 60 days after the Closing Date
149.	Marelli Corporation	Pledge over shares held by the grantor in the share capital of Marelli Aftersales Co., Ltd.	Japanese law	As soon as reasonably practicable, and in any event within 60 days after the Closing Date
150.	Marelli Corporation	Pledge over shares held by the grantor in the share capital of Marelli Business Services Corp.	Japanese law	As soon as reasonably practicable, and in any event within 60 days after the Closing Date
151.	Marelli Corporation	Account pledge over material cash pooling consolidation account held in Japan <sup>48</sup>	Japanese law	As soon as reasonably practicable, and in any event within 60 days after the Closing Date
152.	Marelli Kyushu Corporation, Marelli Fukushima Corporation, Marelli Yokohama K.K.	Conditional ranking revolving security by way of assignment over movables (inventory and machinery) owned by the grantors	Japanese law	As soon as reasonably practicable, and in any event within 60 days after the Closing Date
153.	Marelli Iwashiro Corp., Marelli Aftersales Co., Ltd. and Marelli Business Services Corp.	Revolving security by way of assignment over movables (inventory and machinery) owned by the grantors	Japanese law	As soon as reasonably practicable, and in any event within 60 days after the Closing Date
154.	Marelli Kyushu Corporation, Marelli Fukushima Corporation, Marelli Yokohama K.K.	Conditional ranking assignment of claims (including intercompany receivables, third party receivables owed to the grantors and material bank accounts <sup>49</sup> located in Japan)	Japanese law	As soon as reasonably practicable, and in any event within 60 days after the Closing Date

<sup>48</sup> Note: Subject to account bank consent. Company shall use reasonable endeavours for an agreed period of time provided that if consent cannot be obtained within that time frame, the parties shall discuss in good faith regarding the grantor's obligation to seek consent.

<sup>49</sup> Note: Subject to account bank consent. Company shall use reasonable endeavours for an agreed period of time provided that if consent cannot be obtained within that time frame, the parties shall discuss in good faith regarding the grantor's obligation to seek consent.

No.	Name of Loan Party	Post-Closing Foreign Security Document	Governing Law of Post-Closing Security Document	Timing
155.	Marelli Iwashiro Corp., Marelli Aftersales Co., Ltd. and Marelli Business Services Corp.	Assignment of claims (including intercompany receivables, third party receivables owed to the grantors and material bank accounts <sup>50</sup> located in Japan)	Japanese law	As soon as reasonably practicable, and in any event within 60 days after the Closing Date
156.	Marelli Automotive Lighting USA LLC, Marelli Automotive Lighting Tepotzotlan Mexico S.de R.L. de C.V., Marelli Mexicana, S.A. de C.V. and CK Trading de Mexico, S. de R.L. de C.V.	Pledge over shares held by the grantors, as applicable, in the share capital of (i) Marelli Automotive Lighting Juarez Mexico S.A de C.V., (ii) Marelli Cabin Comfort Mexicana, S.A. de C.V. and (iii) Marelli Mexicana, S.A. de C.V. If the pledge over the shares is not legally or contractually possible from a Mexican law perspective, alternatively the grantors shall enter into a Mexican Security Trust Agreement to transfer the shares of these Mexican entities.	Mexican law	As soon as reasonably practicable, and in any event within 60 days after the Closing Date or, in case of the Mexican Security Trust Agreement, 90 days after the Closing Date
157.	Marelli North America, Inc.	Non-possessory pledge over the equity interests held by the grantor in the share capital of CK Trading de Mexico, S. de R.L. de C.V., provided that any assets already subject to a non-possessory pledge shall be excluded from the scope of such pledge. If the non-possessory pledge over the equity interest held by the grantor is not legally or contractually possible from a Mexican law perspective, alternatively the grantor shall enter into a Mexican Security Trust Agreement to transfer the equity interests of this Mexican entity.	Mexican law	As soon as reasonably practicable, and in any event within 60 days after the Closing Date or, in case of the Mexican Security Trust Agreement, 90 days after the Closing Date
158.	Marelli Automotive Lighting USA LLC, Marelli Holdings Co., Ltd., CK	Non-possessory pledge over the equity interests held by the grantors, as applicable, in the equity interests of (i) Marelli Automotive Lighting	Mexican law	As soon as reasonably practicable, and in any event within 60 days

<sup>50</sup> Note: Subject to account bank consent. Company shall use reasonable endeavours for an agreed period of time provided that if consent cannot be obtained within that time frame, the parties shall discuss in good faith regarding the grantor's obligation to seek consent.

No.	Name of Loan Party	Post-Closing Foreign Security Document	Governing Law of Post-Closing Security Document	Timing
	Trading de Mexico, S. de R.L. de C.V., Marelli Suspension Systems Italy S.p.A., Marelli Europe S.p.A., Marelli Automotive Lighting Tepotzotlan Mexico, S. de R.L. de C.V., Marelli Mexicana, S.A. de C.V. and [Marelli Automotive Lighting Juarez Mexico, S.A. de C.V.] <sup>51</sup>	Tepotzotlan Mexico, S. de R.L. de C.V., (ii) Marelli Global Business Services America, S. de R.L. de C.V., (iii) Marelli Ride Dynamics Mexico, S. de R.L. de C.V., (iv) Marelli Toluca Mexico, S. de R.L. de C.V., and (v) Marelli Cabin Comfort Trading de Mexico, S. de R.L. de C.V., provided that any assets already subject to a non-possessory pledge shall be excluded from the scope of such pledge. If the non-possessory pledge over the equity interests held by the grantors is not legally or contractually possible from a Mexican law perspective, alternatively the grantors shall enter into a Mexican Security Trust Agreement to transfer the equity interests of these Mexican entities.		after the Closing Date or, in case of the Mexican Security Trust Agreement, 90 days after the Closing Date
159.	Marelli Toluca Mexico S. de R.L. de C.V.	Non-possessory pledge agreement over all movable property of the grantor, including but not limited to intercompany and third party receivables owed to the grantor, material bank accounts held by the grantor in Mexico, machinery, inventory and IP rights (subject to the Security Principles) owned by the grantor, provided that any assets already subject to a non-possessory pledge shall be excluded from the scope of such pledge. If the non-possessory pledge over movable assets held by the grantor is not legally or contractually possible from a Mexican law perspective, alternatively the grantor shall enter into a Mexican Security Trust Agreement to transfer its movable assets.	Mexican law	As soon as reasonably practicable, and in any event within 60 days after the Closing Date or, in case of the Mexican Security Trust Agreement, 90 days after the Closing Date

<sup>51</sup> Note: Company to confirm if Marelli Automotive Lighting Juarez Mexico holds any equity interests in the Mexican entities.

No.	Name of Loan Party	Post-Closing Foreign Security Document	Governing Law of Post-Closing Security Document	Timing
160.	Marelli Automotive Lighting Juarez Mexico, S.A. de C.V., Marelli Cabin Comfort Mexicana, S.A. de C.V., Marelli Mexicana, S.A. de C.V., CK Trading de Mexico, S. de R.L. de C.V., Marelli Automotive Lighting Tepotzotlan Mexico, S.de R.L. de C.V., Marelli Global Business Services America, S. de R.L. de C.V., Marelli Ride Dynamics Mexico, S. de R.L. de C.V. and Marelli Cabin Comfort Trading de Mexico, S. de R.L. de C.V.	Non-possessory pledge agreement over all movable property of the grantor, including but not limited to intercompany and third party receivables owed to the grantor, material bank accounts held by the grantor in Mexico, machinery, inventory and IP Rights (subject to the Security Principles) owned by the grantors, provided that any assets already subject to a non-possessory pledge shall be excluded from the scope of such pledge. If the non-possessory pledge over movable assets held by the grantor is not legally or contractually possible from a Mexican law perspective, alternatively the grantor shall enter into a Mexican Security Trust Agreement to transfer its movable assets.	Mexican law	As soon as reasonably practicable, and in any event within 60 days after the Closing Date or, in case of the Mexican Security Trust Agreement, 90 days after the Closing Date
161.	Marelli Toluca Mexico, S. de R.L. de C.V.	Junior ranking mortgage agreement over real estate and plant owned by the grantor. If the mortgage over real estate and plant owned by the grantor is not legally or contractually possible from a Mexican law perspective, alternatively the grantor shall enter into a Mexican Security Trust Agreement to transfer its real estate and plant.	Mexican law	As soon as reasonably practicable, and in any event within 60 days after the Closing Date or, in case of the Mexican Security Trust Agreement, 90 days after the Closing Date
162.	Marelli Automotive Lighting Juarez Mexico, S.A. de C.V., Marelli Cabin Comfort Mexicana, S.A. de C.V., Marelli Mexicana, S.A. de C.V., CK Trading de Mexico, S. de R.L. de	Mortgage agreement over real estate and plant owned by the grantors except for the real estate described in the item above. If the mortgage over real estate and plant owned by these grantors is not legally or contractually possible from a Mexican law perspective, alternatively the grantors shall enter into a Mexican Security	Mexican law	As soon as reasonably practicable, and in any event within 60 days after the Closing Date or, in case of the Mexican Security Trust Agreement, 90

No.	Name of Loan Party	Post-Closing Foreign Security Document	Governing Law of Post-Closing Security Document	Timing
	C.V., Marelli Automotive Lighting Tepotzotlan Mexico, S.de R.L. de C.V., Marelli Global Business Services America, S. de R.L. de C.V., Marelli Ride Dynamics Mexico, S. de R.L. de C.V. and Marelli Cabin Comfort Trading de Mexico, S. de R.L. de C.V.	Trust Agreement to transfer their real estate and plants.		days after the Closing Date
163.	Marelli Europe S.p.A. and Marelli Suspension Systems Italy S.p.A.	Share pledge over shares held by the grantor in the share capital of Marelli Morocco LLC	Moroccan law	As soon as reasonably practicable, and in any event within 60 days after the Closing Date
164.	Marelli Morocco LLC	Account pledge over material bank accounts held by the grantor in Morocco	Moroccan law	As soon as reasonably practicable, and in any event within 60 days after the Closing Date
165.	Marelli Morocco LLC	Business assets pledge agreement over business assets owned by the grantor in Morocco	Moroccan law	As soon as reasonably practicable, and in any event within 60 days after the Closing Date
166.	Marelli Morocco LLC	Pledge over intellectual property owned by the grantor	Moroccan law	As soon as reasonably practicable, and in any event within 60 days after the Closing Date
167.	Marelli Morocco LLC	Security over the grantor's real estate	Moroccan law	As soon as reasonably practicable, and in any event within 60 days after the Closing Date
168.	Marelli Sosnowiec Poland Sp. z o.o., Marelli Bielsko-Biala Poland Sp. z o.o. and	Accession agreement to the Security Agreement	New York law	To be entered into at the same time as the other Post-Closing

No.	Name of Loan Party	Post-Closing Foreign Security Document	Governing Law of Post-Closing Security Document	Timing
	Marelli Aftermarket Poland Sp. z o.o.			Security Documents entered into by the Polish Post-Closing Obligors
169.	Marelli Germany GmbH	[Financial pledge(s) / civil law pledge(s)] <sup>52</sup> and registered pledge over the shares held by the grantor in the share capital of Marelli Sosnowiec Poland Sp. z o.o.	Polish law <sup>53</sup>	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
170.	Marelli Suspension Systems Italy S.p.A.	[Financial pledge(s) / civil law pledge(s)] <sup>54</sup> and registered pledge over the shares held by the grantor in the share capital of Marelli Bielsko-Biala Poland Sp. z o.o.	Polish law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
171.	Marelli Aftermarket Italy S.p.A.	[Financial pledge(s) / civil law pledge(s)] <sup>55</sup> and registered pledge over the shares held by the grantor in the share capital of Marelli Aftermarket Poland Sp. z o.o.	Polish law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
172.	Marelli Sosnowiec Poland Sp. z o.o., Marelli Bielsko-Biala Poland Sp. z o.o. and	Assignment of certain rights relating to intercompany receivables, trade receivables owed to each grantor and other valuable rights (including rights under the insurance	Polish law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date

<sup>52</sup> Note: To be further confirmed depending on the standing of the security agent in light of the Polish financial collateral regulations.

<sup>53</sup> Note: Any Post-Closing Security Document governed by Polish law to include: (i) evidence that duly completed applications for the registration of the security interests to be created under the Post-Closing Security Documents governed by Polish law have been filed with the relevant courts, together with evidence of payment of all relevant court fees; (ii) notices required under the Post-Closing Security Document governed by Polish law creating security over shares in the Polish Post-Closing Obligor were duly signed by relevant parties; (iii) notices [with a proof of delivery to the account bank]/[and acknowledgements] duly signed by relevant parties, as required under the Post-Closing Security Document governed by Polish law creating security over bank accounts; and (iv) notices with a proof of delivery to the relevant debtors, as required under the Post-Closing Security Document governed by Polish law creating assignment.

<sup>54</sup> Note: To be further confirmed depending on the standing of the security agent in light of the Polish financial collateral regulations.

<sup>55</sup> Note: To be further confirmed depending on the standing of the security agent in light of the Polish financial collateral regulations.



No.	Name of Loan Party	Post-Closing Foreign Security Document	Governing Law of Post-Closing Security Document	Timing
	Marelli Aftermarket Poland Sp. z o.o.	agreements), in each case, if governed by Polish law		
173.	Marelli Sosnowiec Poland Sp. z o.o., Marelli Bielsko-Biala Poland Sp. z o.o. and Marelli Aftermarket Poland Sp. z o.o.	[Financial pledge(s) / civil law pledge(s)] <sup>56</sup> and registered pledges over bank accounts of each grantor located in Poland (other than the bank accounts which cannot be encumbered by the virtue of mandatory provisions of law) together with a power of attorney and blockade instruction relating to such bank accounts	Polish law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
174.	Marelli Sosnowiec Poland Sp. z o.o., Marelli Bielsko-Biala Poland Sp. z o.o. and Marelli Aftermarket Poland Sp. z o.o.	Registered pledge(s) over collection of movables and rights (including intellectual property, inventory, plants and machinery) of each grantor	Polish law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
175.	Marelli Sosnowiec Poland Sp. z o.o., Marelli Bielsko-Biala Poland Sp. z o.o. and Marelli Aftermarket Poland Sp. z o.o.	Statement on submission to enforcement under Article 777 sec. 5 of the Polish Civil Procedure Code <sup>57</sup>	Polish law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
176.	Marelli Germany GmbH Marelli Suspension Systems Italy S.p.A. Marelli Aftermarket Italy S.p.A.	Statement on submission to enforcement under Article 777 sec. 5 and 6 of the Polish Civil Procedure Code	Polish law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
177.	Marelli Corporation	First ranking movable mortgage over shares held by the grantor in the share capital of Marelli Ploiesti Romania S.R.L. <sup>58</sup>	Romanian law	As soon as reasonably practicable, and in any

<sup>56</sup> Note: To be further confirmed depending on the standing of the security agent in light of the Polish financial collateral regulations.

<sup>57</sup> Note: Polish Civil Procedure Code means the Polish Civil Procedure Code dated 17 November 1964, as amended.

<sup>58</sup> Note: Original document required.

No.	Name of Loan Party	Post-Closing Foreign Security Document	Governing Law of Post-Closing Security Document	Timing
				event within 60 days after the Closing Date
178.	Marelli Europe S.p.A.	First ranking movable mortgage over shares held by the grantor in the share capital of Marelli Cluj Romania S.R.L. <sup>59</sup>	Romanian law	As soon as reasonably practicable, and in any event within 60 days after the Closing Date
179.	Marelli Ploiesti Romania S.R.L. and Marelli Cluj Romania S.R.L.	First ranking movable mortgage over any and all present and future intercompany and trade receivables and claims of the grantors <sup>60</sup>	Romanian law	As soon as reasonably practicable, and in any event within 60 days after the Closing Date
180.	Marelli Ploiesti Romania S.R.L. and Marelli Cluj Romania S.R.L.	First ranking movable mortgage over any and all present and future material bank accounts held by the grantors in Romania <sup>61</sup>	Romanian law	As soon as reasonably practicable, and in any event within 60 days after the Closing Date
181.	Marelli Ploiesti Romania S.R.L. and Marelli Cluj Romania S.R.L.	_____ First ranking movable mortgage over the grantor's present and future inventory of the grantors <sup>62</sup>	Romanian law	As soon as reasonably practicable, and in any event within 60 days after the Closing Date
182.	Marelli Ploiesti Romania S.R.L. and Marelli Cluj Romania S.R.L.	_____ First ranking movable mortgage over the grantor's present and future plant and machinery of the grantors <sup>63</sup>	Romanian law	As soon as reasonably practicable, and in any event within 60 days after the Closing Date

<sup>59</sup> Note: Original document required.

<sup>60</sup> Note: Original document required.

<sup>61</sup> Note: Original document required.

<sup>62</sup> Note: Original document required.

<sup>63</sup> Note: Original document required.

No.	Name of Loan Party	Post-Closing Foreign Security Document	Governing Law of Post-Closing Security Document	Timing
183.	Marelli Europe S.p.A.	Share pledge over shares held by the grantor in the share capital of Marelli España S.A.	Spanish law	As soon as reasonably practicable, and in any event within 60 days after the Closing Date
184.	Marelli Aftermarket Italy S.p.A.	Share pledge over shares held by the grantor in the share capital of Marelli Aftermarket Spain, S.L.U.	Spanish law	As soon as reasonably practicable, and in any event within 60 days after the Closing Date
185.	Marelli España, S.A.	Pledge over credit rights arising from material intercompany loans owed to the grantors	Spanish law	As soon as reasonably practicable, and in any event within 60 days after the Closing Date
186.	Marelli Aftermarket Spain S.L.U.	Pledge over credit rights arising from material intercompany loans owed to the grantor	Spanish law	As soon as reasonably practicable, and in any event within 60 days after the Closing Date
187.	Marelli España, S.A.	Pledge over credit rights arising from material trade receivables owed to the grantor	Spanish law	As soon as reasonably practicable, and in any event within 60 days after the Closing Date
188.	Marelli Aftermarket Spain, S.L.U.	Pledge over credit rights arising from material trade receivables owed to the grantor	Spanish law	As soon as reasonably practicable, and in any event within 60 days after the Closing Date
189.	Marelli España S.A.	Pledge over credit rights arising from material bank accounts held by the grantor in Spain	Spanish law	As soon as reasonably practicable, and in any event within 60 days after the Closing Date
190.	Marelli Aftermarket Spain, S.L.U.	Pledge over credit rights arising from material bank accounts held by the grantor in Spain	Spanish law	As soon as reasonably practicable, and in any event within 60 days after the Closing Date

No.	Name of Loan Party	Post-Closing Foreign Security Document	Governing Law of Post-Closing Security Document	Timing
191.	Marelli España S.A.	Non-possessory pledge over material inventory held by the grantor	Spanish law	As soon as reasonably practicable, and in any event within 60 days after the Closing Date
192.	Marelli Aftermarket Spain S.L.U.	Non-possessory pledge over material inventory held by the grantor	Spanish law	As soon as reasonably practicable, and in any event within 60 days after the Closing Date
193.	Marelli España S.A.	Mortgage over real estate assets held by the grantor subject to the Security Principles	Spanish law	As soon as reasonably practicable, and in any event within 60 days after the Closing Date
194.	Marelli Aftermarket Spain S.L.U.	Mortgage over real estate assets held by the grantor subject to the Security Principles	Spanish law	As soon as reasonably practicable, and in any event within 60 days after the Closing Date
195.	Marelli España S.A., Marelli Aftermarket Spain S.L.U., Marelli Europe S.p.A., Marelli Aftermarket Italy S.p.A	Irrevocable powers of attorney granted by the pledgors under the Spanish law Security Documents	Spanish law	As soon as reasonably practicable, and in any event within 60 days after the Closing Date
196.	Marelli Sosnowiec Poland Sp. z o.o., Marelli Bielsko-Biala Poland Sp. z o.o. and Marelli Aftermarket Poland Sp. z o.o.	Accession agreement to the Global Intercompany Note	New York law	To be entered into at the same time as the other Post-Closing Security Documents entered into by the Polish Post-Closing Obligors

## 2. Post-Closing Foreign Guarantees

A copy of the counterparts of each of the following guarantees duly executed by each Loan Party that is not organized in the United States (to the extent party to such document) (the "**Post-Closing Foreign Guarantees**"), it being acknowledged and agreed that such list of Post-

Closing Foreign Guarantees is non-exhaustive and that the Post-Closing Foreign Guarantees shall be delivered and (where possible under local law) perfected as soon as possible and in any event prior to the time periods set out in the column titled "Timing":

No.	Name of Loan Party	Post-Closing Foreign Guarantee	Governing Law of Post-Closing Guarantee	Timing
1.	Marelli Conjuntos de Escape Argentina S.A.	General guarantee ( <i>fianza general</i> ) granted by the grantor with waivers of principles of exclusion and/or division ( <i>beneficio de excusión y/o división</i> )	Argentinian law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
2.	Marelli Repuestos Argentina S.A.	General guarantee ( <i>fianza general</i> ) granted by the grantor with waivers of principles of exclusion and/or division ( <i>beneficio de excusión y/o división</i> )	Argentinian law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
3.	Magnetti Marelli Argentina S.A.	General guarantee ( <i>fianza general</i> ) granted by the grantor with waivers of principles of exclusion and/or division ( <i>beneficio de excusión y/o división</i> )	Argentinian law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
4.	Magnetti Marelli do Brasil Industria e Comercio Ltda.	Guarantee ( <i>fiança</i> ) granted by the obligor with customary waivers of privilege ( <i>beneficio de ordem</i> ) and requirements to be an enforceable agreement ( <i>título executivo extrajudicial</i> )	Brazilian law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
5.	Marelli do Brasil Industria e Comercio Ltda.	Guarantee ( <i>fiança</i> ) granted by the obligor with customary waivers of privilege ( <i>beneficio de ordem</i> ) and requirements to be an enforceable agreement ( <i>título executivo extrajudicial</i> )	Brazilian law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
6.	Marelli Cofap do Brasil Ltda.	Guarantee ( <i>fiança</i> ) granted by the obligor with customary waivers of privilege ( <i>beneficio de ordem</i> ) and requirements to be an enforceable agreement ( <i>título executivo extrajudicial</i> )	Brazilian law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
7.	Marelli Industria e Comercio de Componentes Automotivos Brasil Ltda.	Guarantee ( <i>fiança</i> ) granted by the obligor with customary waivers of privilege ( <i>beneficio de ordem</i> ) and requirements to be an enforceable agreement ( <i>título executivo extrajudicial</i> )	Brazilian law	As soon as reasonably practicable, and in any event within 90 days after the Closing Date
8.	Marelli Sistemas Automotivos Industria e Comercio Brasil Ltda.	Guarantee ( <i>fiança</i> ) granted by the obligor with customary waivers of privilege ( <i>beneficio de</i>	Brazilian law	As soon as reasonably practicable, and in any

No.	Name of Loan Party	Post-Closing Foreign Guarantee	Governing Law of Post-Closing Guarantee	Timing
		<i>ordem</i> ) and requirements to be an enforceable agreement ( <i>titulo ejecutivo extrajudicial</i> )		event within 90 days after the Closing Date
9.	Marelli Sosnowiec Poland Sp. z o.o., Marelli Bielsko-Biala Poland Sp. z o.o. and Marelli Aftermarket Poland Sp. z o.o.	Accession agreement to the Guaranty	New York law	To be entered into at the same time as the other Post-Closing Security Documents entered into by the Polish Post-Closing Obligors
10.	Marelli Morocco LLC	Guarantee agreement in respect of the Obligations	Moroccan law	As soon as reasonably practicable, and in any event within 60 days after the Closing Date

### 3. Legal Opinions

The following legal opinions from counsel to the Lenders and/or the Agent (or to the extent customary, counsel to the relevant Loan Parties that are organized in a jurisdiction other than the United States), addressed to the Lenders, the Administrative Agent (on its own behalf) and the Collateral Agent (on its own behalf):

- (a) a legal opinion in respect of the capacity of such Loan Party to enter into, and due execution by such Loan Party of each Post-Closing Foreign Security Document to which it is a party and, to the extent not previously opined on and such Loan Party is a party, the Guaranty, the Security Agreement and the Agreement; and
- (b) a legal opinion in respect of the enforceability of each Post-Closing Foreign Security Document and, to the extent not previously opined on, the Guaranty, the Security Agreement and the Credit Agreement.

**Schedule 7.2(e)****Existing Indebtedness**

1. Indebtedness related to the Liens on Schedule 7.3(f).
2. Facility Agreement, dated as of March 23, 2017 (as amended, restated, amended and restated, supplemented, or otherwise modified prior to the date hereof) by and between Marelli Holdings Co., Ltd. (f/k/a CK Holdings Co., Ltd.), as borrower, those lenders and arrangers party thereto, Mizuho Bank Ltd, as agent, and KKR Capital Markets Japan Ltd., as the coordinator.
3. Money consumption and loan agreement, dated as of May 20, 2020, and as amended from time to time, by and among Marelli Holdings Co., Ltd., as borrower, those lenders party thereto, and Mizuho Bank, Ltd., as lender, Collateral Agent, and facility agent, as may be further amended, restated, amended and restated, or otherwise supplemented from time to time.
4. The following intercompany loans:

<b>Lender</b>	<b>Borrower</b>	<b>Currency</b>	<b>Start Date</b>	<b>End Date</b>	<b>Interest Rate</b>	<b>Principal</b>
Marelli Europe S.p.A.	Marelli Toluca México, S. de R.L. de C.V.	USD	12/7/2024	12/7/2025	7.620%	11,310,081.67
Marelli Europe S.p.A.	Marelli Bielsko-Biała Poland Sp. z o.o.	PLN	2/10/2025	12/17/2027	7.610%	180,000,000.00
Marelli Europe S.p.A.	Marelli Sosnowiec Poland Sp. z o.o.	PLN	2/10/2025	12/17/2027	7.610%	45,000,000.00
Marelli Germany GmbH	Marelli Europe S.p.A.	EUR	9/30/2021	5/4/2026	2.616%	371,138,188.80
Marelli Germany GmbH	Marelli Europe S.p.A.	EUR	10/3/2024	5/4/2026	2.866%	1,278,116,403.20
Marelli Kechnec Slovakia s.r.o.	Marelli Global Business	EUR	12/23/2024	12/23/2025	4.484%	5,500,000.00

Lender	Borrower	Currency	Start Date	End Date	Interest Rate	Principal
	Services Europe s.r.o.					
Marelli Corporation	Marelli Germany GmbH	EUR	9/30/2021	5/4/2026	2.366%	371,138,188.80
Marelli Corporation	Marelli Germany GmbH	EUR	9/30/2021	5/4/2026	2.616%	1,484,552,755.2 0
Marelli Corporation	Marelli Germany GmbH	EUR	9/30/2021	5/4/2026	2.750%	123,712,729.60
Marelli Corporation	Marelli Germany GmbH	EUR	9/30/2021	5/4/2026	3.000%	494,850,918.40
Marelli Corporation	Marelli Germany GmbH	EUR	12/31/2021	6/30/2029	2.750%	300,000,000.00
Marelli Corporation	Marelli Germany GmbH	EUR	3/31/2022	6/30/2029	2.750%	288,358,884.94
Marelli Corporation	Marelli Germany GmbH	EUR	4/8/2022	6/30/2029	2.750%	11,641,115.06
Marelli Corporation	Marelli Germany GmbH	EUR	5/9/2022	6/30/2029	2.750%	40,000,000.00
Marelli Corporation	Marelli Germany GmbH	EUR	7/8/2022	6/30/2029	2.750%	50,000,000.00
Marelli Corporation	Marelli Germany GmbH	EUR	8/8/2022	6/30/2029	2.750%	25,000,000.00
Marelli Corporation	Marelli Germany GmbH	EUR	9/9/2022	6/30/2029	2.750%	30,000,000.00
Marelli Corporation	Marelli Germany GmbH	EUR	9/30/2022	6/30/2029	2.750%	42,775,156.27
Calsonic Kansei Korea Corporation	Marelli Corporation	KRW	12/23/2024	6/23/2025	5.000%	5,500,000,000.0 0



Lender	Borrower	Currency	Start Date	End Date	Interest Rate	Principal
Marelli (Thailand) Co., Ltd.	Marelli Corporation	JPY	7/1/2024	7/31/2027	2.070%	34,607,185,022.00
Marelli Holdings Co., Ltd.	Marelli Corporation	EUR	4/26/2019	5/2/2026	0.000%	3,605,802,478.97
Marelli Holdings Co., Ltd.	Marelli Corporation	EUR	12/31/2024	12/30/2025	0.000%	607,315,839.17
Marelli Holdings Co., Ltd.	Marelli Corporation	JPY	3/31/2022	5/2/2026	0.000%	131,920,085,018.00
Marelli Automotive Lighting (Foshan) Co., Ltd.	Marelli Europe S.p.A.	CNY	4/30/2024	4/30/2027	3.500%	130,000,000.00
Marelli Automotive Lighting (Foshan) Co., Ltd.	Marelli Europe S.p.A.	CNY	10/26/2022	10/26/2025	3.500%	40,000,000.00
Marelli Automotive Lighting (Foshan) Co., Ltd.	Marelli Europe S.p.A.	CNY	6/2/2023	6/2/2026	3.500%	60,000,000.00
Marelli Automotive Components (Wuhu) Co., Ltd.	Marelli Europe S.p.A.	CNY	4/23/2024	4/23/2027	3.500%	230,000,000.00
Marelli Automotive	Marelli Europe S.p.A.	CNY	10/24/2022	10/24/2025	3.500%	140,000,000.00

Lender	Borrower	Currency	Start Date	End Date	Interest Rate	Principal
Components (Wuhu) Co., Ltd.						
Marelli Automotive Components (Wuhu) Co., Ltd.	Marelli Europe S.p.A.	CNY	2/13/2023	2/13/2026	3.500%	140,000,000.00
Marelli Automotive Components (Wuhu) Co., Ltd.	Marelli Europe S.p.A.	CNY	6/18/2024	5/31/2027	3.500%	110,000,000.00
Marelli Automotive Electronics (Guangzhou) Co., Ltd.	Marelli Europe S.p.A.	CNY	3/28/2025	3/28/2027	3.500%	200,000,000.00
Marelli Automotive Electronics (Guangzhou) Co., Ltd.	Marelli Europe S.p.A.	CNY	10/26/2023	7/31/2026	3.500%	50,000,000.00
Marelli Automotive Electronics (Guangzhou) Co., Ltd.	Marelli Europe S.p.A.	CNY	8/23/2023	7/31/2026	3.500%	50,000,000.00
Marelli Automotive Electronics	Marelli Europe S.p.A.	CNY	9/27/2023	7/31/2026	3.500%	30,000,000.00

Lender	Borrower	Currency	Start Date	End Date	Interest Rate	Principal
(Guangzhou) Co., Ltd.						
Marelli Automotive Electronics (Guangzhou) Co., Ltd.	Marelli Europe S.p.A.	CNY	12/9/2022	11/30/2027	3.500%	100,000,000.00
Marelli Automotive Electronics (Guangzhou) Co., Ltd.	Marelli Europe S.p.A.	CNY	1/9/2023	11/30/2027	3.500%	100,000,000.00
Marelli Automotive Electronics (Guangzhou) Co., Ltd.	Marelli Europe S.p.A.	CNY	2/2/2023	11/30/2027	3.500%	120,000,000.00
Marelli Automotive Electronics (Guangzhou) Co., Ltd.	Marelli Europe S.p.A.	CNY	11/23/2023	7/31/2026	3.500%	50,000,000.00
Marelli Automotive Electronics (Guangzhou) Co., Ltd.	Marelli Europe S.p.A.	CNY	5/9/2024	4/30/2027	3.500%	150,000,000.00
Marelli (China) Holding Company	Marelli Tooling (Guangzhou) Corporation	CNY	12/6/2024	12/5/2025	2.700%	8,000,000.00

Lender	Borrower	Currency	Start Date	End Date	Interest Rate	Principal
Marelli (China) Holding Company	Marelli (Xiang Yang) Corporation	CNY	4/19/2025	4/17/2026	2.700%	20,000,000.00
Changchun Marelli Automotive Lighting System Co., Ltd	Marelli Germany GmbH	CNY	1/10/2025	12/25/2025	3.500%	78,000,000.00
Marelli (China) Holding Company	Marelli Corporation	CNY	5/6/2023	5/6/2026	3.000%	100,000,000.00
Marelli (Xiang Yang) Corporation	Marelli Corporation	CNY	6/15/2024	6/15/2027	3.500%	169,000,000.00
Marelli (Guangzhou) Corporation	Marelli Corporation	CNY	5/24/2024	5/24/2027	3.500%	389,400,000.00
Marelli (Guangzhou) Corporation	Marelli Corporation	CNY	11/8/2022	11/8/2027	3.500%	150,000,000.00
Marelli (Guangzhou) Corporation	Marelli Corporation	CNY	12/16/2022	11/8/2027	3.500%	200,000,000.00
Marelli Automotive Components (Guangzhou) Corporation	Marelli Corporation	CNY	5/24/2024	5/24/2027	3.500%	143,600,000.00
Marelli Automotive Components	Marelli Corporation	CNY	3/31/2023	3/31/2026	3.500%	180,000,000.00

Lender	Borrower	Currency	Start Date	End Date	Interest Rate	Principal
(Wuhu) Co., Ltd.						
Marelli Automotive Components (Wuhu) Co., Ltd.	Marelli Powertrain (Hefei) Co., Ltd.	CNY	4/4/2025	4/3/2026	2.700%	110,000,000.00
Marelli Automotive Components (Wuhu) Co., Ltd.	Marelli Europe S.p.A.	CNY	5/30/2023	5/30/2026	3.500%	160,000,000.00
Marelli Automotive Components (Wuhu) Co., Ltd.	Marelli Automotive Chassis System (Guangzhou) Co., Ltd.	CNY	3/14/2025	3/13/2026	2.700%	80,000,000.00
Marelli Automotive Components (Wuhu) Co., Ltd.	Marelli Automotive Chassis System (Guangzhou) Co., Ltd.	CNY	3/28/2025	3/27/2026	2.700%	185,000,000.00
Marelli (China) Holding Company	Marelli Corporation	CNY	3/31/2023	2/22/2028	3.500%	100,000,000.00
Marelli (China) Holding Company	Marelli Corporation	CNY	5/9/2023	2/22/2028	3.500%	50,000,000.00
Marelli (China) Holding Company	Marelli Corporation	CNY	5/19/2023	2/22/2028	3.500%	50,000,000.00

Lender	Borrower	Currency	Start Date	End Date	Interest Rate	Principal
Marelli (China) Holding Company	Marelli Automotive Components (Wuxi) Corporation	CNY	10/19/2024	10/17/2025	2.700%	100,000,000.00
Marelli (China) Holding Company	Marelli Automotive Components (Wuxi) Corporation	CNY	2/19/2025	2/13/2026	2.700%	100,000,000.00
Marelli (China) Holding Company	Marelli Automotive Components (Wuxi) Corporation	CNY	2/28/2025	2/27/2026	2.700%	60,000,000.00
Marelli (China) Holding Company	Marelli Automotive Components (Wuxi) Corporation	CNY	10/19/2024	10/17/2025	2.700%	40,000,000.00
Marelli International Trading (Shanghai) Co., Ltd.	Marelli (China) Co., Ltd.	CNY	3/20/2025	3/20/2026	2.700%	5,000,000.00
Marelli International Trading (Shanghai) Co., Ltd.	Marelli Business Service (Dalian) Co., Ltd.	CNY	3/20/2025	3/20/2026	2.700%	30,000,000.00

Lender	Borrower	Currency	Start Date	End Date	Interest Rate	Principal
Marelli Automotive Lighting (Foshan) Co., Ltd.	Marelli Business Service (Dalian) Co., Ltd.	CNY	3/20/2025	3/20/2026	2.700%	40,000,000.00
Marelli (China) Holding Company	Marelli Automotive Electronics (Guangzhou) Co., Ltd.	CNY	4/23/2025	4/23/2026	2.700%	20,000,000.00
Marelli (China) Holding Company	Marelli Automotive Electronics (Guangzhou) Co., Ltd.	CNY	4/8/2025	4/8/2026	2.700%	80,000,000.00
Marelli (China) Holding Company	Marelli Automotive Electronics (Guangzhou) Co., Ltd.	CNY	5/13/2025	5/13/2026	2.700%	30,000,000.00
CK Trading de México, S. de R.L. de C.V.	Marelli Toluca México, S. de R.L. de C.V.	USD	12/24/2024	12/7/2025	12.750%	93,337,681.50
Marelli North America, Inc.	Marelli Ride Dynamics México, S. de R.L. de C.V.	USD	12/7/2024	12/7/2025	7.800%	979,064.63
Marelli North America, Inc.	Marelli Toluca México, S. de R.L. de C.V.	USD	12/7/2024	12/7/2025	7.800%	118,759,110.78

Lender	Borrower	Currency	Start Date	End Date	Interest Rate	Principal
Marelli North America, Inc.	Marelli Toluca México, S. de R.L. de C.V.	USD	12/7/2024	12/7/2025	7.800%	3,587,018.75
Marelli North America, Inc.	Marelli Toluca México, S. de R.L. de C.V.	USD	12/7/2024	12/7/2025	7.800%	3,534,417.90
Marelli Automotive Lighting Juárez Mexico, S.A de C.V.	Marelli Automotive Lighting Tepotzotlán México, S. de R.L. de C.V.	MXN	3/31/2025	12/7/2025	12.750%	28,802,521.43
Marelli Automotive Lighting Juárez Mexico, S.A de C.V.	Marelli Automotive Lighting Tepotzotlán México, S. de R.L. de C.V.	MXN	4/2/2025	12/7/2025	12.750%	9,679,491.53
Marelli Automotive Lighting Juárez Mexico, S.A de C.V.	Marelli Automotive Lighting Tepotzotlán México, S. de R.L. de C.V.	MXN	4/9/2025	12/7/2025	12.750%	9,222,606.23
Marelli Automotive Lighting Juárez Mexico, S.A de C.V.	Marelli Automotive Lighting Tepotzotlán México, S. de R.L. de C.V.	MXN	4/15/2025	12/7/2025	12.750%	8,715,795.89



Lender	Borrower	Currency	Start Date	End Date	Interest Rate	Principal
Marelli Automotive Lighting Juárez Mexico, S.A de C.V.	Marelli Automotive Lighting Tepotzotlán México, S. de R.L. de C.V.	MXN	4/23/2025	12/7/2025	12.750%	8,504,702.81
Marelli Automotive Lighting Juárez Mexico, S.A de C.V.	Marelli Automotive Lighting Tepotzotlán México, S. de R.L. de C.V.	MXN	4/29/2025	12/7/2025	12.750%	23,167,279.18
Marelli Automotive Lighting Juárez Mexico, S.A de C.V.	Marelli Automotive Lighting Tepotzotlán México, S. de R.L. de C.V.	MXN	4/30/2025	12/7/2025	12.750%	53,734.29
Marelli Automotive Lighting Juárez Mexico, S.A de C.V.	Marelli Automotive Lighting Tepotzotlán México, S. de R.L. de C.V.	MXN	5/7/2025	12/7/2025	12.750%	4,433,096.70
Marelli Automotive Lighting Juárez Mexico, S.A de C.V.	Marelli Automotive Lighting Tepotzotlán México, S. de R.L. de C.V.	MXN	5/7/2025	12/7/2025	12.750%	4,678,314.40

Lender	Borrower	Currency	Start Date	End Date	Interest Rate	Principal
Marelli Automotive Lighting Juárez Mexico, S.A de C.V.	Marelli Automotive Lighting Tepotzotlán México, S. de R.L. de C.V.	MXN	5/8/2025	12/7/2025	12.750%	6,662,184.32
Marelli Automotive Lighting Juárez Mexico, S.A de C.V.	Marelli Automotive Lighting Tepotzotlán México, S. de R.L. de C.V.	MXN	5/8/2025	12/7/2025	12.750%	8,189,210.58
Marelli Automotive Lighting Juárez Mexico, S.A de C.V.	Marelli Automotive Lighting Tepotzotlán México, S. de R.L. de C.V.	MXN	5/14/2025	12/7/2025	12.750%	4,323,730.03
Marelli Automotive Lighting Juárez Mexico, S.A de C.V.	Marelli Automotive Lighting Tepotzotlán México, S. de R.L. de C.V.	MXN	5/14/2025	12/7/2025	12.750%	4,393,553.95
Marelli Automotive Lighting Juárez Mexico, S.A de C.V.	Marelli Automotive Lighting Tepotzotlán México, S. de R.L. de C.V.	MXN	5/21/2025	12/7/2025	12.750%	4,931,946.80

Lender	Borrower	Currency	Start Date	End Date	Interest Rate	Principal
Marelli Automotive Lighting Juárez Mexico, S.A de C.V.	Marelli Automotive Lighting Tepotzotlán México, S. de R.L. de C.V.	MXN	5/21/2025	12/7/2025	12.750%	4,779,646.25
Marelli Automotive Lighting Juárez Mexico, S.A de C.V.	Marelli Automotive Lighting Tepotzotlán México, S. de R.L. de C.V.	MXN	5/28/2025	12/7/2025	12.750%	3,960,206.23
Marelli Automotive Lighting Juárez Mexico, S.A de C.V.	Marelli Automotive Lighting Tepotzotlán México, S. de R.L. de C.V.	MXN	5/28/2025	12/7/2025	12.750%	4,511,082.32
Marelli North America, Inc.	Marelli Global Business Services America, S. de R.L. de C.V.	USD	12/7/2024	12/7/2025	7.800%	2,485,726.08
Marelli Powertrain India Private Limited	Marelli (India) Private Limited	INR	5/31/2025	10/18/2026	11.350%	170,000,000.00
Marelli Powertrain India Private Limited	Marelli (India) Private Limited	INR	5/19/2025	5/19/2027	11.350%	150,000,000.00

Lender	Borrower	Currency	Start Date	End Date	Interest Rate	Principal
Marelli Powertrain India Private Limited	Marelli (India) Private Limited	INR	5/22/2025	5/22/2027	11.350%	150,000,000.00

5. The following indebtedness owed to third parties:

Company	Counterparty	Currency	Outstanding (Millions)
Marelli Cofap do Brasil Ltda	CITI BANK	MYR	1.2 (as of the end of March 2025)
Malaysian Automotive Lighting SDN. BHD	INTESA SANPAOLO	EUR	2.9
Governments subsidized	Government of Brazil and Italy	EUR	2.5 (as of the end of March 2025)
Marelli Aftermarket Italy S.p.A.	INTESA SANPAOLO	EUR	2.8 (as of the end of March 2025)
EMEA group entities	Factoring providers	EUR or equivalent	323 (as of the end of April 2025)
US group entities	Factoring providers	USD	14 (as of the end of April 2025)

**Schedule 7.3(f)****Existing Liens**

<b>Entity Name</b>	<b>Jurisdiction</b>	<b>Secured Party</b>	<b>File Date</b>	<b>File Type</b>	<b>File No.</b>
MARELLI NORTH AMERICA, INC.	MI - Department of State	PROPER TOOLING LLC; ET AL	10/22/2021	Original UCC Filing	20211025000820-9
MARELLI NORTH AMERICA, INC.	TN - Department of State	PACIFIC RIM CAPITAL, INC.	2/23/2016	Original UCC Filing	424572520
MARELLI NORTH AMERICA, INC.	TN - Department of State		8/9/2020	Amendment	433087061
MARELLI NORTH AMERICA, INC.	TN - Department of State		2/17/2021	Continuation	434068593
MARELLI NORTH AMERICA, INC.	TN - Department of State	PACIFIC RIM CAPITAL, INC.	2/23/2016	Original UCC Filing	424572751
MARELLI NORTH AMERICA, INC.	TN - Department of State		8/9/2020	Amendment	433087085
MARELLI NORTH AMERICA, INC.	TN - Department of State		2/17/2021	Continuation	434068602
MARELLI NORTH AMERICA, INC.	TN - Department of State	PACIFIC RIM CAPITAL, INC.	2/23/2016	Original UCC Filing	424572830
MARELLI NORTH AMERICA, INC.	TN - Department of State		8/9/2020	Amendment	433087092

Entity Name	Jurisdiction	Secured Party	File Date	File Type	File No.
MARELLI NORTH AMERICA, INC.	TN - Department of State		2/17/2021	Continuation	434068629
MARELLI NORTH AMERICA, INC.	TN - Department of State	MB FINANCIAL BANK, N.A.	2/23/2016	Original UCC Filing	424572899
MARELLI NORTH AMERICA, INC.	TN - Department of State		2/24/2016	Assignment	424576336
MARELLI NORTH AMERICA, INC.	TN - Department of State		8/10/2020	Amendment	433094184
MARELLI NORTH AMERICA, INC.	TN - Department of State		2/17/2021	Continuation	434068583
MARELLI NORTH AMERICA, INC.	TN - Department of State	PACIFIC RIM CAPITAL, INC.	2/23/2016	Original UCC Filing	424572908
MARELLI NORTH AMERICA, INC.	TN - Department of State		8/9/2020	Amendment	433087103
MARELLI NORTH AMERICA, INC.	TN - Department of State		2/17/2021	Continuation	434068610
MARELLI NORTH AMERICA, INC.	TN - Department of State	MB FINANCIAL BANK, N.A.	2/23/2016	Original UCC Filing	424574906
MARELLI NORTH AMERICA, INC.	TN - Department of State		4/28/2016	Assignment	424911258
MARELLI NORTH AMERICA, INC.	TN - Department of State		8/10/2020	Amendment	433094219

Entity Name	Jurisdiction	Secured Party	File Date	File Type	File No.
MARELLI NORTH AMERICA, INC.	TN - Department of State		2/23/2021	Continuation	434088240
MARELLI NORTH AMERICA, INC.	TN - Department of State	PACIFIC RIM CAPITAL, INC.	2/23/2016	Original UCC Filing	424575074
MARELLI NORTH AMERICA, INC.	TN - Department of State		2/8/2021	Amendment	434029972
MARELLI NORTH AMERICA, INC.	TN - Department of State		2/11/2021	Continuation	434053965
MARELLI NORTH AMERICA, INC.	TN - Department of State	PACIFIC RIM CAPITAL, INC.	4/15/2016	Original UCC Filing	424848621
MARELLI NORTH AMERICA, INC.	TN - Department of State		7/15/2016	Assignment	425339168
MARELLI NORTH AMERICA, INC.	TN - Department of State		8/10/2020	Amendment	433094220
MARELLI NORTH AMERICA, INC.	TN - Department of State		4/13/2021	Continuation	434391319
MARELLI NORTH AMERICA, INC.	TN - Department of State	TOKYO CENTURY (USA) INC.	6/28/2016	Original UCC Filing	425249431
MARELLI NORTH AMERICA, INC.	TN - Department of State		12/2/2016	Assignment	426020044
MARELLI NORTH AMERICA, INC.	TN - Department of State		4/27/2020	Amendment	432355365

Entity Name	Jurisdiction	Secured Party	File Date	File Type	File No.
MARELLI NORTH AMERICA, INC.	TN - Department of State		6/21/2021	Continuation	434791468
MARELLI NORTH AMERICA, INC.	TN - Department of State	PACIFIC RIM CAPITAL, INC.	10/3/2016	Original UCC Filing	425734629
MARELLI NORTH AMERICA, INC.	TN - Department of State		8/11/2020	Amendment	433102712
MARELLI NORTH AMERICA, INC.	TN - Department of State		9/23/2021	Continuation	435348101
MARELLI NORTH AMERICA, INC.	TN - Department of State	PACIFIC RIM CAPITAL, INC.	10/3/2016	Original UCC Filing	425734664
MARELLI NORTH AMERICA, INC.	TN - Department of State		8/11/2020	Amendment	433102889
MARELLI NORTH AMERICA, INC.	TN - Department of State		9/23/2021	Continuation	435348044
MARELLI NORTH AMERICA, INC.	TN - Department of State	PACIFIC RIM CAPITAL, INC.	10/3/2016	Original UCC Filing	425734683
MARELLI NORTH AMERICA, INC.	TN - Department of State		8/11/2020	Amendment	433103438
MARELLI NORTH AMERICA, INC.	TN - Department of State		9/23/2021	Continuation	435347964
MARELLI NORTH AMERICA, INC.	TN - Department of State	FUYO GENERAL LEASE (USA) INC.	11/6/2017	Original UCC Filing	427761650



Entity Name	Jurisdiction	Secured Party	File Date	File Type	File No.
MARELLI NORTH AMERICA, INC.	TN - Department of State		6/8/2018	Assignment	428879171
MARELLI NORTH AMERICA, INC.	TN - Department of State		6/8/2018	Amendment	428886256
MARELLI NORTH AMERICA, INC.	TN - Department of State		8/11/2020	Amendment	433107852
MARELLI NORTH AMERICA, INC.	TN - Department of State		11/2/2022	Continuation	437545545
MARELLI NORTH AMERICA, INC.	TN - Department of State	SUMMIT FUNDING GROUP, INC.	6/18/2020	Original UCC Filing	432700186
MARELLI NORTH AMERICA, INC.	TN - Department of State		9/22/2021	Assignment	435345859
MARELLI NORTH AMERICA, INC.	TN - Department of State		9/23/2021	Assignment	435353149
MARELLI NORTH AMERICA, INC.	TN - Department of State		10/26/2021	Assignment	435521863
MARELLI NORTH AMERICA, INC.	TN - Department of State	PACIFIC RIM CAPITAL, INC.	6/19/2020	Original UCC Filing	432713210
MARELLI NORTH AMERICA, INC.	TN - Department of State	PACIFIC RIM CAPITAL, INC.	6/19/2020	Original UCC Filing	432713227
MARELLI NORTH AMERICA, INC.	TN - Department of State	PACIFIC RIM CAPITAL, INC.	7/17/2020	Original UCC Filing	432939917

Entity Name	Jurisdiction	Secured Party	File Date	File Type	File No.
MARELLI NORTH AMERICA, INC.	TN - Department of State		9/22/2020	Assignment	433346309
MARELLI NORTH AMERICA, INC.	TN - Department of State		9/22/2020	Amendment	433346747
MARELLI NORTH AMERICA, INC.	TN - Department of State	PACIFIC RIM CAPITAL, INC.	8/10/2020	Original UCC Filing	433094208
MARELLI NORTH AMERICA, INC.	TN - Department of State	SUMMIT FUNDING GROUP, INC.	10/9/2020	Original UCC Filing	433436526
MARELLI NORTH AMERICA, INC.	TN - Department of State		9/22/2021	Assignment	435345896
MARELLI NORTH AMERICA, INC.	TN - Department of State		10/5/2021	Amendment	435410243
MARELLI NORTH AMERICA, INC.	TN - Department of State		10/5/2021	Assignment	435416048
MARELLI NORTH AMERICA, INC.	TN - Department of State	FUYO GENERAL LEASE (USA) INC.	10/9/2020	Original UCC Filing	433439264
MARELLI NORTH AMERICA, INC.	TN - Department of State		9/11/2021	Assignment	435272928
MARELLI NORTH AMERICA, INC.	TN - Department of State		9/13/2021	Amendment	435311982
MARELLI NORTH AMERICA, INC.	TN - Department of State		10/26/2021	Amendment	435521787

Entity Name	Jurisdiction	Secured Party	File Date	File Type	File No.
MARELLI NORTH AMERICA, INC.	TN - Department of State	SUMMIT FUNDING GROUP, INC.	12/7/2020	Original UCC Filing	433715169
MARELLI NORTH AMERICA, INC.	TN - Department of State		3/15/2021	Assignment	434222423
MARELLI NORTH AMERICA, INC.	TN - Department of State		3/24/2021	Assignment	434272663
MARELLI NORTH AMERICA, INC.	TN - Department of State		3/24/2021	Amendment	434308815
MARELLI NORTH AMERICA, INC.	TN - Department of State		4/9/2021	Amendment	434375005
MARELLI NORTH AMERICA, INC.	TN - Department of State	PACIFIC RIM CAPITAL, INC.	12/9/2020	Original UCC Filing	433729599
MARELLI NORTH AMERICA, INC.	TN - Department of State	FUYO GENERAL LEASE (USA) INC.	3/5/2021	Original UCC Filing	434153797
MARELLI NORTH AMERICA, INC.	TN - Department of State		10/20/2021	Assignment	435485464
MARELLI NORTH AMERICA, INC.	TN - Department of State		10/26/2021	Assignment	435521821
MARELLI NORTH AMERICA, INC.	TN - Department of State	FUYO GENERAL LEASE (USA) INC.	4/7/2021	Original UCC Filing	434344750
MARELLI NORTH AMERICA, INC.	TN - Department of State		9/22/2021	Assignment	435346619

Entity Name	Jurisdiction	Secured Party	File Date	File Type	File No.
MARELLI NORTH AMERICA, INC.	TN - Department of State		9/28/2021	Assignment	435371826
MARELLI NORTH AMERICA, INC.	TN - Department of State	FUYO GENERAL LEASE (USA) INC.	5/7/2021	Original UCC Filing	434547663
MARELLI NORTH AMERICA, INC.	TN - Department of State		10/20/2021	Assignment	435486794
MARELLI NORTH AMERICA, INC.	TN - Department of State	ENGEL MACHINERY, INC.	10/25/2021	Original UCC Filing	435503042
MARELLI NORTH AMERICA, INC.	TN - Department of State	ENGEL MACHINERY, INC.	10/25/2021	Original UCC Filing	435503058
MARELLI NORTH AMERICA, INC.	TN - Department of State	C T CORPORATION SYSTEM, AS REPRESENTATIVE	10/26/2021	Original UCC Filing	435522083
MARELLI NORTH AMERICA, INC.	TN - Department of State	PROPER TOOLING, LLC & PROPER GROUP INTERNATIONAL, LLC	11/17/2021	Original UCC Filing	435640881
MARELLI NORTH AMERICA, INC.	TN - Department of State	ENGEL MACHINERY, INC.	11/22/2021	Original UCC Filing	435656508
MARELLI NORTH AMERICA, INC.	TN - Department of State	ENGEL MACHINERY, INC.	11/22/2021	Original UCC Filing	435656513

Entity Name	Jurisdiction	Secured Party	File Date	File Type	File No.
MARELLI NORTH AMERICA, INC.	TN - Department of State	ENGEL MACHINERY, INC.	11/29/2021	Original UCC Filing	435680118
MARELLI NORTH AMERICA, INC.	TN - Department of State	DELL FINANCIAL SERVICES L.L.C.	12/14/2021	Original UCC Filing	435770002
MARELLI NORTH AMERICA, INC.	TN - Department of State	ENGEL MACHINERY, INC.	12/20/2021	Original UCC Filing	435808232
MARELLI NORTH AMERICA, INC.	TN - Department of State	ENGEL MACHINERY, INC.	12/20/2021	Original UCC Filing	435808248
MARELLI NORTH AMERICA, INC.	TN - Department of State	KROLL TRUSTEE SERVICES LIMITED	3/18/2022	Original UCC Filing	436268863
MARELLI NORTH AMERICA, INC.	TN - Department of State		6/29/2022	Amendment	436913312
MARELLI NORTH AMERICA, INC.	TN - Department of State	ENGEL MACHINERY, INC.	12/21/2022	Original UCC Filing	437768646
MARELLI NORTH AMERICA, INC.	TN - Department of State	PACIFIC RIM CAPITAL, INC.	9/7/2023	Original UCC Filing	439048523
MARELLI NORTH AMERICA, INC.	TN - Department of State	WELLS FARGO BANK, N.A.	11/14/2023	Original UCC Filing	439363806
MARELLI NORTH AMERICA, INC.	TN - Department of State	BEVERLY BANK & TRUST COMPANY, N.A.	12/5/2024	Original UCC Filing	441211766

Entity Name	Jurisdiction	Secured Party	File Date	File Type	File No.
MARELLI NORTH AMERICA, INC.	TN - Department of State		1/6/2025	Assignment	441345717
MARELLI TENNESSEE USA LLC	MI - Department of State	KROLL TRUSTEE SERVICES LIMITED	8/2/2019	Original UCC Filing	20190802000579-7
MARELLI TENNESSEE USA LLC	MI - Department of State		11/19/2019	Amendment	20191119000776-2
MARELLI TENNESSEE USA LLC	MI - Department of State		6/29/2022	Amendment	20220629000088-3
MARELLI TENNESSEE USA LLC	MI - Department of State		4/5/2024	Continuation	20240405000053-7
MARELLI TENNESSEE USA LLC	MI - Department of State		6/18/2024	Continuation	20240618000927-5
MARELLI AUTOMOTIVE LIGHTING USA LLC	DE - Secretary of State	KROLL TRUSTEE SERVICES LIMITED	8/2/2019	Original UCC Filing	20195361840
MARELLI AUTOMOTIVE LIGHTING USA LLC	DE - Secretary of State		11/18/2019	Amendment	20198138153
MARELLI AUTOMOTIVE LIGHTING USA LLC	DE - Secretary of State		6/28/2022	Amendment	20225418090
MARELLI AUTOMOTIVE LIGHTING USA LLC	DE - Secretary of State		4/4/2024	Continuation	20242265963
MARELLI AUTOMOTIVE LIGHTING USA LLC	DE - Secretary of State		6/17/2024	Continuation	20244064414

Entity Name	Jurisdiction	Secured Party	File Date	File Type	File No.
MARELLI NORTH CAROLINA USA LLC	DE - Secretary of State	ESSEX GROUP, INC.	9/30/2015	Original UCC Filing	20154408414
MARELLI NORTH CAROLINA USA LLC	DE - Secretary of State		9/21/2020	Amendment	20206512554
MARELLI NORTH CAROLINA USA LLC	DE - Secretary of State		9/21/2020	Continuation	20206512620
MARELLI NORTH CAROLINA USA LLC	DE - Secretary of State	KROLL TRUSTEE SERVICES LIMITED	8/2/2019	Original UCC Filing	20195361964
MARELLI NORTH CAROLINA USA LLC	DE - Secretary of State		11/18/2019	Amendment	20198138666
MARELLI NORTH CAROLINA USA LLC	DE - Secretary of State		7/6/2021	Amendment	20215239927
MARELLI NORTH CAROLINA USA LLC	DE - Secretary of State		3/3/2022	Amendment	20221849645
MARELLI NORTH CAROLINA USA LLC	DE - Secretary of State		3/3/2022	Amendment	20221849793
MARELLI NORTH CAROLINA USA LLC	DE - Secretary of State		6/28/2022	Amendment	20225418314
MARELLI NORTH CAROLINA USA LLC	DE - Secretary of State		4/4/2024	Continuation	20242265831
MARELLI NORTH CAROLINA USA LLC	DE - Secretary of State		6/17/2024	Continuation	20244064521

Entity Name	Jurisdiction	Secured Party	File Date	File Type	File No.
MARELLI HOLDING USA, LLC	DE - Secretary of State	KROLL TRUSTEE SERVICES LIMITED	8/2/2019	Original UCC Filing	20195361733
MARELLI HOLDING USA, LLC	DE - Secretary of State		11/18/2019	Amendment	20198139102
MARELLI HOLDING USA, LLC	DE - Secretary of State		6/28/2022	Amendment	20225418272
MARELLI HOLDING USA, LLC	DE - Secretary of State		5/9/2023	Amendment	20233472031
MARELLI HOLDING USA, LLC	DE - Secretary of State		5/9/2023	Amendment	20233472197
MARELLI HOLDING USA, LLC	DE - Secretary of State		4/4/2024	Continuation	20242265773
MARELLI HOLDING USA, LLC	DE - Secretary of State		6/17/2024	Continuation	20244064711
MARELLI HOLDING USA, LLC	DE - Secretary of State	KROLL TRUSTEE SERVICES LIMITED	8/2/2019	Original UCC Filing	20195361915
MARELLI HOLDING USA, LLC	DE - Secretary of State		11/18/2019	Amendment	20198138765
MARELLI HOLDING USA, LLC	DE - Secretary of State		6/28/2022	Amendment	20225418181
MARELLI HOLDING USA, LLC	DE - Secretary of State		5/9/2023	Amendment	20233471892



Entity Name	Jurisdiction	Secured Party	File Date	File Type	File No.
MARELLI HOLDING USA, LLC	DE - Secretary of State		4/4/2024	Continuation	20242265690
MARELLI HOLDING USA, LLC	DE - Secretary of State		6/17/2024	Continuation	20244064653
MARELLI CORPORATION	DC - Recorder of Deeds	KROLL TRUSTEE SERVICES LIMITED	6/13/2017	Original UCC Filing	2017064694
MARELLI CORPORATION	DC - Recorder of Deeds		7/26/2019	Assignment	2019079160
MARELLI CORPORATION	DC - Recorder of Deeds		8/21/2019	Amendment	2019089092
MARELLI CORPORATION	DC - Recorder of Deeds		10/31/2019	Amendment	2019117799
MARELLI CORPORATION	DC - Recorder of Deeds		5/26/2022	Continuation	2022058387
MARELLI CORPORATION	DC - Recorder of Deeds		6/29/2022	Amendment	2022069513
MARELLI CORPORATION	DC - Recorder of Deeds		6/20/2024	Amendment	2024057515
MARELLI CORPORATION	DC - Recorder of Deeds	KROLL TRUSTEE SERVICES LIMITED	6/13/2017	Original UCC Filing	2017064695
MARELLI CORPORATION	DC - Recorder of Deeds		7/26/2019	Assignment	2019079163
MARELLI CORPORATION	DC - Recorder of Deeds		8/21/2019	Amendment	2019089089
MARELLI CORPORATION	DC - Recorder of Deeds		10/31/2019	Amendment	2019117795
MARELLI CORPORATION	DC - Recorder of Deeds		5/26/2022	Continuation	2022058395

Entity Name	Jurisdiction	Secured Party	File Date	File Type	File No.
MARELLI CORPORATION	DC - Recorder of Deeds		6/29/2022	Amendment	2022069514
MARELLI CORPORATION	DC - Recorder of Deeds		6/20/2024	Amendment	2024057540
MARELLI CORPORATION	DC - Recorder of Deeds	KROLL TRUSTEE SERVICES LIMITED	6/13/2017	Original UCC Filing	2017064696
MARELLI CORPORATION	DC - Recorder of Deeds		7/26/2019	Assignment	2019079158
MARELLI CORPORATION	DC - Recorder of Deeds		8/21/2019	Amendment	2019089093
MARELLI CORPORATION	DC - Recorder of Deeds		10/31/2019	Amendment	2019117803
MARELLI CORPORATION	DC - Recorder of Deeds		5/26/2022	Continuation	2022058391
MARELLI CORPORATION	DC - Recorder of Deeds		6/29/2022	Amendment	2022069515
MARELLI CORPORATION	DC - Recorder of Deeds		6/20/2024	Amendment	2024057442
MARELLI CORPORATION	DC - Recorder of Deeds	KROLL TRUSTEE SERVICES LIMITED	6/13/2017	Original UCC Filing	2017064697
MARELLI CORPORATION	DC - Recorder of Deeds		7/29/2019	Assignment	2019079728
MARELLI CORPORATION	DC - Recorder of Deeds		8/21/2019	Amendment	2019089094
MARELLI CORPORATION	DC - Recorder of Deeds		10/31/2019	Amendment	2019117794
MARELLI CORPORATION	DC - Recorder of Deeds		5/26/2022	Continuation	2022058394
MARELLI CORPORATION	DC - Recorder of Deeds		6/29/2022	Amendment	2022069512

Entity Name	Jurisdiction	Secured Party	File Date	File Type	File No.
MARELLI CORPORATION	DC - Recorder of Deeds		6/20/2024	Amendment	2024057474
MARELLI CORPORATION	DC - Recorder of Deeds	KROLL TRUSTEE SERVICES LIMITED	6/13/2017	Original UCC Filing	2017064698
MARELLI CORPORATION	DC - Recorder of Deeds		7/26/2019	Assignment	2019079156
MARELLI CORPORATION	DC - Recorder of Deeds		8/21/2019	Amendment	2019089088
MARELLI CORPORATION	DC - Recorder of Deeds		10/31/2019	Amendment	2019117800
MARELLI CORPORATION	DC - Recorder of Deeds		5/26/2022	Continuation	2022058393
MARELLI CORPORATION	DC - Recorder of Deeds		6/29/2022	Amendment	2022069520
MARELLI CORPORATION	DC - Recorder of Deeds		6/20/2024	Amendment	2024057495
MARELLI CORPORATION	DC - Recorder of Deeds	KROLL TRUSTEE SERVICES LIMITED	9/29/2017	Original UCC Filing	2017108424
MARELLI CORPORATION	DC - Recorder of Deeds		7/26/2019	Assignment	2019079162
MARELLI CORPORATION	DC - Recorder of Deeds		8/21/2019	Amendment	2019089091
MARELLI CORPORATION	DC - Recorder of Deeds		10/31/2019	Amendment	2019117796
MARELLI CORPORATION	DC - Recorder of Deeds		5/26/2022	Continuation	2022058392
MARELLI CORPORATION	DC - Recorder of Deeds		6/29/2022	Amendment	2022069516
MARELLI CORPORATION	DC - Recorder of Deeds		6/20/2024	Amendment	2024057465

Entity Name	Jurisdiction	Secured Party	File Date	File Type	File No.
MARELLI CORPORATION	DC - Recorder of Deeds	KROLL TRUSTEE SERVICES LIMITED	9/29/2017	Original UCC Filing	2017108425
MARELLI CORPORATION	DC - Recorder of Deeds		7/26/2019	Assignment	2019079155
MARELLI CORPORATION	DC - Recorder of Deeds		8/21/2019	Amendment	2019089097
MARELLI CORPORATION	DC - Recorder of Deeds		10/31/2019	Amendment	2019117793
MARELLI CORPORATION	DC - Recorder of Deeds		5/26/2022	Continuation	2022058389
MARELLI CORPORATION	DC - Recorder of Deeds		6/29/2022	Amendment	2022069510
MARELLI CORPORATION	DC - Recorder of Deeds		6/20/2024	Amendment	2024057452
MARELLI CORPORATION	DC - Recorder of Deeds	KROLL TRUSTEE SERVICES LIMITED	9/29/2017	Original UCC Filing	2017108426
MARELLI CORPORATION	DC - Recorder of Deeds		7/26/2019	Assignment	2019079157
MARELLI CORPORATION	DC - Recorder of Deeds		8/21/2019	Amendment	2019089096
MARELLI CORPORATION	DC - Recorder of Deeds		10/31/2019	Amendment	2019117801
MARELLI CORPORATION	DC - Recorder of Deeds		5/26/2022	Continuation	2022058396
MARELLI CORPORATION	DC - Recorder of Deeds		6/29/2022	Amendment	2022069517
MARELLI CORPORATION	DC - Recorder of Deeds		6/20/2024	Amendment	2024057476
MARELLI CORPORATION	DC - Recorder of Deeds	KROLL TRUSTEE SERVICES LIMITED	9/29/2017	Original UCC Filing	2017108427

Entity Name	Jurisdiction	Secured Party	File Date	File Type	File No.
MARELLI CORPORATION	DC - Recorder of Deeds		7/26/2019	Assignment	2019079159
MARELLI CORPORATION	DC - Recorder of Deeds		8/21/2019	Amendment	2019089090
MARELLI CORPORATION	DC - Recorder of Deeds		10/31/2019	Amendment	2019117802
MARELLI CORPORATION	DC - Recorder of Deeds		5/26/2022	Continuation	2022058388
MARELLI CORPORATION	DC - Recorder of Deeds		6/29/2022	Amendment	2022069518
MARELLI CORPORATION	DC - Recorder of Deeds		6/20/2024	Amendment	2024057526
MARELLI CORPORATION	DC - Recorder of Deeds	KROLL TRUSTEE SERVICES LIMITED	9/29/2017	Original UCC Filing	2017108428
MARELLI CORPORATION	DC - Recorder of Deeds		7/26/2019	Assignment	2019079161
MARELLI CORPORATION	DC - Recorder of Deeds		8/21/2019	Amendment	2019089095
MARELLI CORPORATION	DC - Recorder of Deeds		10/31/2019	Amendment	2019117797
MARELLI CORPORATION	DC - Recorder of Deeds		5/26/2022	Continuation	2022058390
MARELLI CORPORATION	DC - Recorder of Deeds		6/29/2022	Amendment	2022069511
MARELLI CORPORATION	DC - Recorder of Deeds		6/20/2024	Amendment	2024057521
MARELLI CORPORATION	DC - Recorder of Deeds	MIZUHO BANK, LTD.	4/29/2019	Original UCC Filing	2019043147
MARELLI CORPORATION	DC - Recorder of Deeds		11/5/2020	Amendment	2020135509

Entity Name	Jurisdiction	Secured Party	File Date	File Type	File No.
MARELLI CORPORATION	DC - Recorder of Deeds		4/4/2024	Continuation	2024031586
MARELLI CORPORATION	DC - Recorder of Deeds		6/20/2024	Amendment	2024057470
MARELLI CORPORATION	DC - Recorder of Deeds	DEUTSCHE BANK AG, TOKYO BRANCH; ET AL	4/29/2019	Original UCC Filing	2019043148
MARELLI CORPORATION	DC - Recorder of Deeds		11/5/2020	Amendment	2020135506
MARELLI CORPORATION	DC - Recorder of Deeds		12/12/2022	Assignment	2022121621
MARELLI CORPORATION	DC - Recorder of Deeds		4/4/2024	Continuation	2024031594
MARELLI CORPORATION	DC - Recorder of Deeds		6/20/2024	Amendment	2024057541
MARELLI CORPORATION	DC - Recorder of Deeds		12/23/2024	Amendment	2024121032
MARELLI CORPORATION	DC - Recorder of Deeds		12/23/2024	Amendment	2024121050
MARELLI CORPORATION	DC - Recorder of Deeds		2/5/2025	Amendment	2025012909
MARELLI CORPORATION	DC - Recorder of Deeds	DEUTSCHE BANK AG, TOKYO BRANCH; ET AL	4/29/2019	Original UCC Filing	2019043149
MARELLI CORPORATION	DC - Recorder of Deeds		11/5/2020	Amendment	2020135505
MARELLI CORPORATION	DC - Recorder of Deeds		12/12/2022	Assignment	2022121622
MARELLI CORPORATION	DC - Recorder of Deeds		2/9/2024	Amendment	2024012759

Entity Name	Jurisdiction	Secured Party	File Date	File Type	File No.
MARELLI CORPORATION	DC - Recorder of Deeds		4/4/2024	Continuation	2024031588
MARELLI CORPORATION	DC - Recorder of Deeds		6/20/2024	Amendment	2024057543
MARELLI CORPORATION	DC - Recorder of Deeds		12/23/2024	Amendment	2024120972
MARELLI CORPORATION	DC - Recorder of Deeds		12/23/2024	Amendment	2024121056
MARELLI CORPORATION	DC - Recorder of Deeds		2/5/2025	Amendment	2025012917
MARELLI CORPORATION	DC - Recorder of Deeds	DEUTSCHE BANK AG, TOKYO BRANCH; ET AL	4/29/2019	Original UCC Filing	2019043150
MARELLI CORPORATION	DC - Recorder of Deeds		11/5/2020	Amendment	2020135511
MARELLI CORPORATION	DC - Recorder of Deeds		8/9/2023	Assignment	2023068134
MARELLI CORPORATION	DC - Recorder of Deeds		4/4/2024	Continuation	2024031595
MARELLI CORPORATION	DC - Recorder of Deeds		6/20/2024	Amendment	2024057507
MARELLI CORPORATION	DC - Recorder of Deeds		12/23/2024	Amendment	2024121035
MARELLI CORPORATION	DC - Recorder of Deeds		12/23/2024	Amendment	2024121049
MARELLI CORPORATION	DC - Recorder of Deeds		2/5/2025	Amendment	2025012912
MARELLI CORPORATION	DC - Recorder of Deeds	DBS BANK LTD.	4/29/2019	Original UCC Filing	2019043151
MARELLI CORPORATION	DC - Recorder of Deeds		11/5/2020	Amendment	2020135502

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MARELLI CORPORATION	DC - Recorder of Deeds		4/4/2024	Continuation	2024031589
MARELLI CORPORATION	DC - Recorder of Deeds		6/20/2024	Amendment	2024057508
MARELLI CORPORATION	DC - Recorder of Deeds	DEUTSCHE BANK AG, TOKYO BRANCH	4/29/2019	Original UCC Filing	2019043152
MARELLI CORPORATION	DC - Recorder of Deeds		11/5/2020	Amendment	2020135507
MARELLI CORPORATION	DC - Recorder of Deeds		4/4/2024	Continuation	2024031592
MARELLI CORPORATION	DC - Recorder of Deeds		6/20/2024	Amendment	2024057544
MARELLI CORPORATION	DC - Recorder of Deeds		12/26/2024	Assignment	2024121926
MARELLI CORPORATION	DC - Recorder of Deeds	DEUTSCHE BANK AG, TOKYO BRANCH	4/29/2019	Original UCC Filing	2019043153
MARELLI CORPORATION	DC - Recorder of Deeds		11/5/2020	Amendment	2020135510
MARELLI CORPORATION	DC - Recorder of Deeds		4/4/2024	Continuation	2024031598
MARELLI CORPORATION	DC - Recorder of Deeds		6/20/2024	Amendment	2024057478
MARELLI CORPORATION	DC - Recorder of Deeds		12/5/2024	Assignment	2024113873
MARELLI CORPORATION	DC - Recorder of Deeds		12/23/2024	Amendment	2024121043
MARELLI CORPORATION	DC - Recorder of Deeds		12/23/2024	Amendment	2024121054
MARELLI CORPORATION	DC - Recorder of Deeds	DEVELOPMENT BANK OF JAPAN INC.	4/29/2019	Original UCC Filing	2019043154



Entity Name	Jurisdiction	Secured Party	File Date	File Type	File No.
MARELLI CORPORATION	DC - Recorder of Deeds		11/5/2020	Amendment	2020135504
MARELLI CORPORATION	DC - Recorder of Deeds		4/4/2024	Continuation	2024031584
MARELLI CORPORATION	DC - Recorder of Deeds		6/20/2024	Amendment	2024057466
MARELLI CORPORATION	DC - Recorder of Deeds	DEUTSCHE BANK AG, TOKYO BRANCH	4/29/2019	Original UCC Filing	2019043155
MARELLI CORPORATION	DC - Recorder of Deeds		11/5/2020	Amendment	2020135513
MARELLI CORPORATION	DC - Recorder of Deeds		12/12/2022	Assignment	2022121589
MARELLI CORPORATION	DC - Recorder of Deeds		4/4/2024	Continuation	2024031591
MARELLI CORPORATION	DC - Recorder of Deeds		6/20/2024	Amendment	2024057444
MARELLI CORPORATION	DC - Recorder of Deeds	DEUTSCHE BANK AG, TOKYO BRANCH	4/29/2019	Original UCC Filing	2019043156
MARELLI CORPORATION	DC - Recorder of Deeds		11/5/2020	Amendment	2020135503
MARELLI CORPORATION	DC - Recorder of Deeds		12/12/2022	Assignment	2022121612
MARELLI CORPORATION	DC - Recorder of Deeds		4/4/2024	Continuation	2024031596
MARELLI CORPORATION	DC - Recorder of Deeds		6/20/2024	Amendment	2024057447
MARELLI CORPORATION	DC - Recorder of Deeds	AOZORA BANK, LTD.	4/29/2019	Original UCC Filing	2019043157
MARELLI CORPORATION	DC - Recorder of Deeds		11/5/2020	Amendment	2020135508

Entity Name	Jurisdiction	Secured Party	File Date	File Type	File No.
MARELLI CORPORATION	DC - Recorder of Deeds		4/4/2024	Continuation	2024031577
MARELLI CORPORATION	DC - Recorder of Deeds		6/20/2024	Amendment	2024057459
MARELLI CORPORATION	DC - Recorder of Deeds	DEUTSCHE BANK AG, TOKYO BRANCH; ET AL	4/29/2019	Original UCC Filing	2019043158
MARELLI CORPORATION	DC - Recorder of Deeds		11/5/2020	Amendment	2020135512
MARELLI CORPORATION	DC - Recorder of Deeds		4/4/2024	Continuation	2024031593
MARELLI CORPORATION	DC - Recorder of Deeds		6/12/2024	Assignment	2024054421
MARELLI CORPORATION	DC - Recorder of Deeds		6/20/2024	Amendment	2024057520
MARELLI CORPORATION	DC - Recorder of Deeds		12/23/2024	Amendment	2024121041
MARELLI CORPORATION	DC - Recorder of Deeds	THE NORINCHUKIN BANK	5/31/2019	Original UCC Filing	2019057138
MARELLI CORPORATION	DC - Recorder of Deeds		11/5/2020	Amendment	2020135501
MARELLI CORPORATION	DC - Recorder of Deeds		4/4/2024	Continuation	2024031640
MARELLI CORPORATION	DC - Recorder of Deeds		6/20/2024	Amendment	2024057537
MARELLI CORPORATION	DC - Recorder of Deeds	AOZORA LOAN SERVICES CO., LTD.	5/31/2019	Original UCC Filing	2019057139
MARELLI CORPORATION	DC - Recorder of Deeds		11/5/2020	Amendment	2020135499

Entity Name	Jurisdiction	Secured Party	File Date	File Type	File No.
MARELLI CORPORATION	DC - Recorder of Deeds		11/5/2020	Amendment	2020135498
MARELLI CORPORATION	DC - Recorder of Deeds		4/4/2024	Continuation	2024031643
MARELLI CORPORATION	DC - Recorder of Deeds		6/20/2024	Amendment	2024057527
MARELLI CORPORATION	DC - Recorder of Deeds		12/5/2024	Assignment	2024113906
MARELLI CORPORATION	DC - Recorder of Deeds	DEUTSCHE BANK AG, TOKYO BRANCH; ET AL	5/31/2019	Original UCC Filing	2019057140
MARELLI CORPORATION	DC - Recorder of Deeds		11/5/2020	Amendment	2020135515
MARELLI CORPORATION	DC - Recorder of Deeds		4/4/2024	Continuation	2024031645
MARELLI CORPORATION	DC - Recorder of Deeds		6/12/2024	Assignment	2024054409
MARELLI CORPORATION	DC - Recorder of Deeds		6/20/2024	Amendment	2024057518
MARELLI CORPORATION	DC - Recorder of Deeds		12/23/2024	Amendment	2024120507
MARELLI CORPORATION	DC - Recorder of Deeds		12/23/2024	Amendment	2024121038
MARELLI CORPORATION	DC - Recorder of Deeds	DEUTSCHE BANK AG, TOKYO BRANCH	5/31/2019	Original UCC Filing	2019057141
MARELLI CORPORATION	DC - Recorder of Deeds		11/5/2020	Amendment	2020135497
MARELLI CORPORATION	DC - Recorder of Deeds		4/4/2024	Continuation	2024031641
MARELLI CORPORATION	DC - Recorder of Deeds		6/20/2024	Amendment	2024057517

Entity Name	Jurisdiction	Secured Party	File Date	File Type	File No.
MARELLI CORPORATION	DC - Recorder of Deeds		12/5/2024	Assignment	2024113904
MARELLI CORPORATION	DC - Recorder of Deeds	THE BANK OF YOKOHAMA, LTD.	5/31/2019	Original UCC Filing	2019057142
MARELLI CORPORATION	DC - Recorder of Deeds		11/5/2020	Amendment	2020135496
MARELLI CORPORATION	DC - Recorder of Deeds		4/4/2024	Continuation	2024031642
MARELLI CORPORATION	DC - Recorder of Deeds		6/12/2024	Assignment	2024054412
MARELLI CORPORATION	DC - Recorder of Deeds		6/20/2024	Amendment	2024057510
MARELLI CORPORATION	DC - Recorder of Deeds	NEC CAPITAL SOLUTIONS LIMITED	5/31/2019	Original UCC Filing	2019057143
MARELLI CORPORATION	DC - Recorder of Deeds		11/5/2020	Amendment	2020135500
MARELLI CORPORATION	DC - Recorder of Deeds		2/6/2023	Assignment	2023009634
MARELLI CORPORATION	DC - Recorder of Deeds		4/4/2024	Continuation	2024031644
MARELLI CORPORATION	DC - Recorder of Deeds		6/20/2024	Amendment	2024057533
MARELLI CORPORATION	DC - Recorder of Deeds	THE JOYO BANK, LTD.	5/31/2019	Original UCC Filing	2019057144
MARELLI CORPORATION	DC - Recorder of Deeds		11/5/2020	Amendment	2020135514
MARELLI CORPORATION	DC - Recorder of Deeds		12/12/2022	Assignment	2022121594
MARELLI CORPORATION	DC - Recorder of Deeds		4/4/2024	Continuation	2024031646

Entity Name	Jurisdiction	Secured Party	File Date	File Type	File No.
MARELLI CORPORATION	DC - Recorder of Deeds		6/20/2024	Amendment	2024057480
MARELLI CORPORATION	DC - Recorder of Deeds	LUCID TRUSTEE SERVICES LIMITED	7/26/2019	Original UCC Filing	2019079105
MARELLI CORPORATION	DC - Recorder of Deeds		10/31/2019	Amendment	2019117798
MARELLI CORPORATION	DC - Recorder of Deeds		6/29/2022	Amendment	2022069519
MARELLI CORPORATION	DC - Recorder of Deeds		4/4/2024	Continuation	2024031689
MARELLI CORPORATION	DC - Recorder of Deeds		6/20/2024	Amendment	2024057519
MARELLI CORPORATION	DC - Recorder of Deeds	DEUTSCHE BANK AG, TOKYO BRANCH	7/31/2019	Original UCC Filing	2019080508
MARELLI CORPORATION	DC - Recorder of Deeds		12/12/2022	Assignment	2022121601
MARELLI CORPORATION	DC - Recorder of Deeds		6/30/2023	Amendment	2023055462
MARELLI CORPORATION	DC - Recorder of Deeds		4/4/2024	Amendment	2024031612
MARELLI CORPORATION	DC - Recorder of Deeds		4/5/2024	Continuation	2024031863
MARELLI CORPORATION	DC - Recorder of Deeds		6/20/2024	Amendment	2024057477
MARELLI CORPORATION	DC - Recorder of Deeds		12/23/2024	Amendment	2024120976
MARELLI CORPORATION	DC - Recorder of Deeds		12/23/2024	Amendment	2024120837
MARELLI CORPORATION	DC - Recorder of Deeds	DEUTSCHE BANK AG, TOKYO BRANCH	12/12/2022	Original UCC Filing	2022121595

Entity Name	Jurisdiction	Secured Party	File Date	File Type	File No.
MARELLI CORPORATION	DC - Recorder of Deeds		6/20/2024	Amendment	2024057539
MARELLI CORPORATION	DC - Recorder of Deeds	BURDOCK GODO KAISHA	7/6/2023	Original UCC Filing	2023056742
MARELLI CORPORATION	DC - Recorder of Deeds		6/20/2024	Amendment	2024057524
MARELLI CORPORATION	DC - Recorder of Deeds	MEGA INTERNATIONAL COMMERCIAL BANK CO., LTD.	4/4/2024	Original UCC Filing	2024031721
MARELLI CORPORATION	DC - Recorder of Deeds		12/5/2024	Assignment	2024113872
MARELLI CORPORATION	DC - Recorder of Deeds	JAPAN BANK FOR INTERNATIONAL COOPERATION	4/4/2024	Original UCC Filing	2024031722
MARELLI CORPORATION	DC - Recorder of Deeds	AOZORA BANK, LTD.	4/4/2024	Original UCC Filing	2024031723
MARELLI CORPORATION	DC - Recorder of Deeds	DBS BANK LTD.	4/4/2024	Original UCC Filing	2024031724
MARELLI CORPORATION	DC - Recorder of Deeds	FIRST COMMERCIAL BANK, LTD.	4/4/2024	Original UCC Filing	2024031726
MARELLI CORPORATION	DC - Recorder of Deeds		12/5/2024	Assignment	2024113864
MARELLI CORPORATION	DC - Recorder of Deeds	MASERATI SS II L.P.	4/4/2024	Original UCC Filing	2024031727

Entity Name	Jurisdiction	Secured Party	File Date	File Type	File No.
MARELLI CORPORATION	DC - Recorder of Deeds		6/20/2024	Assignment	2024057536
MARELLI CORPORATION	DC - Recorder of Deeds		12/23/2024	Amendment	2024120503
MARELLI CORPORATION	DC - Recorder of Deeds		12/23/2024	Amendment	2024120967
MARELLI CORPORATION	DC - Recorder of Deeds	DEUTSCHE BANK AG, TOKYO BRANCH	4/4/2024	Original UCC Filing	2024031728
MARELLI CORPORATION	DC - Recorder of Deeds		12/5/2024	Assignment	2024113866
MARELLI CORPORATION	DC - Recorder of Deeds		12/23/2024	Amendment	2024120926
MARELLI CORPORATION	DC - Recorder of Deeds		12/23/2024	Amendment	2024121055
MARELLI CORPORATION	DC - Recorder of Deeds	THE NORINCHUKIN BANK	4/4/2024	Original UCC Filing	2024031729
MARELLI CORPORATION	DC - Recorder of Deeds	DEUTSCHE BANK AG, TOKYO BRANCH	4/4/2024	Original UCC Filing	2024031752
MARELLI CORPORATION	DC - Recorder of Deeds		12/5/2024	Assignment	2024113917
MARELLI CORPORATION	DC - Recorder of Deeds	THE BANK OF YOKOHAMA, LTD.	4/4/2024	Original UCC Filing	2024031754
MARELLI CORPORATION	DC - Recorder of Deeds		6/12/2024	Assignment	2024054433
MARELLI CORPORATION	DC - Recorder of Deeds	MIZUHO BANK, LTD.	4/4/2024	Original UCC Filing	2024031756

Entity Name	Jurisdiction	Secured Party	File Date	File Type	File No.
MARELLI CORPORATION	DC - Recorder of Deeds	AOZORA LOAN SERVICES CO., LTD.	4/4/2024	Original UCC Filing	2024031757
MARELLI CORPORATION	DC - Recorder of Deeds		12/6/2024	Assignment	2024113926
MARELLI CORPORATION	DC - Recorder of Deeds	DEUTSCHE BANK AG, TOKYO BRANCH	4/4/2024	Original UCC Filing	2024031758
MARELLI CORPORATION	DC - Recorder of Deeds		12/5/2024	Assignment	2024113916
MARELLI CORPORATION	DC - Recorder of Deeds		12/23/2024	Amendment	2024120925
MARELLI CORPORATION	DC - Recorder of Deeds		12/23/2024	Amendment	2024121052
MARELLI CORPORATION	DC - Recorder of Deeds		2/5/2025	Amendment	2025012908
MARELLI CORPORATION	DC - Recorder of Deeds	THE GUNMA BANK, LTD.	4/4/2024	Original UCC Filing	2024031760
MARELLI CORPORATION	DC - Recorder of Deeds	DEUTSCHE BANK AG, TOKYO BRANCH; ET AL	4/4/2024	Original UCC Filing	2024031761
MARELLI CORPORATION	DC - Recorder of Deeds		6/20/2024	Assignment	2024057512
MARELLI CORPORATION	DC - Recorder of Deeds		12/23/2024	Amendment	2024120514
MARELLI CORPORATION	DC - Recorder of Deeds		12/23/2024	Amendment	2024120815
MARELLI CORPORATION	DC - Recorder of Deeds		12/23/2024	Amendment	2024120971



Entity Name	Jurisdiction	Secured Party	File Date	File Type	File No.
MARELLI CORPORATION	DC - Recorder of Deeds	DEVELOPMENT BANK OF JAPAN INC.	4/4/2024	Original UCC Filing	2024031762
MARELLI CORPORATION	DC - Recorder of Deeds	DEUTSCHE BANK AG, TOKYO BRANCH	4/4/2024	Original UCC Filing	2024031763
MARELLI CORPORATION	DC - Recorder of Deeds		12/5/2024	Assignment	2024113897
MARELLI CORPORATION	DC - Recorder of Deeds	DEUTSCHE BANK AG, TOKYO BRANCH	4/4/2024	Original UCC Filing	2024031764
MARELLI CORPORATION	DC - Recorder of Deeds		12/26/2024	Assignment	2024121925
MARELLI CORPORATION	DC - Recorder of Deeds	AOZORA LOAN SERVICES CO., LTD.	6/12/2024	Original UCC Filing	2024054405
MARELLI CORPORATION	DC - Recorder of Deeds	GREEN PASTURE S.À R.L.	12/23/2024	Original UCC Filing	2024121106
MARELLI CORPORATION	DC - Recorder of Deeds	ASHTON GATE S.À R.L.	12/23/2024	Original UCC Filing	2024121107
MARELLI CORPORATION	DC - Recorder of Deeds	KELLYNCH PARK S.À R.L.	12/23/2024	Original UCC Filing	2024121242
MARELLI CORPORATION	DC - Recorder of Deeds	ALTAI GATE S.À R.L.	12/23/2024	Original UCC Filing	2024121249
MARELLI CORPORATION	DC - Recorder of Deeds	MASERATI SS II L.P.	12/23/2024	Original UCC Filing	2024121258

Entity Name	Jurisdiction	Secured Party	File Date	File Type	File No.
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds	MIZUHO BANK, LTD.	4/29/2019	Original UCC Filing	2019043028
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		6/3/2019	Amendment	2019057320
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		5/1/2020	Amendment	2020052957
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		4/5/2024	Continuation	2024031792
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		6/20/2024	Amendment	2024057525
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds	DEUTSCHE BANK AG, TOKYO BRANCH; ET AL	4/29/2019	Original UCC Filing	2019043029
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		6/3/2019	Amendment	2019057321
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		5/1/2020	Amendment	2020052940
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		12/12/2022	Assignment	2022121620
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		4/5/2024	Continuation	2024031791

Entity Name	Jurisdiction	Secured Party	File Date	File Type	File No.
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		6/20/2024	Amendment	2024057506
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		12/23/2024	Amendment	2024121037
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		12/23/2024	Amendment	2024121053
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		2/5/2025	Amendment	2025012916
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds	DEUTSCHE BANK AG, TOKYO BRANCH; ET AL	4/29/2019	Original UCC Filing	2019043030
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		6/3/2019	Amendment	2019057322
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		5/1/2020	Amendment	2020052965
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		12/12/2022	Assignment	2022121623
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		2/9/2024	Amendment	2024012767
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		4/5/2024	Continuation	2024031785

Entity Name	Jurisdiction	Secured Party	File Date	File Type	File No.
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		6/20/2024	Amendment	2024057446
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		12/23/2024	Amendment	2024120506
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		12/23/2024	Amendment	2024121039
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		2/5/2025	Amendment	2025012913
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds	DEUTSCHE BANK AG, TOKYO BRANCH; ET AL	4/29/2019	Original UCC Filing	2019043031
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		6/3/2019	Amendment	2019057323
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		5/1/2020	Amendment	2020052964
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		8/9/2023	Assignment	2023068138
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		4/5/2024	Continuation	2024031794
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		6/20/2024	Amendment	2024057542

Entity Name	Jurisdiction	Secured Party	File Date	File Type	File No.
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		12/23/2024	Amendment	2024120839
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		12/23/2024	Amendment	2024121026
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		2/5/2025	Amendment	2025012910
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds	DBS BANK LTD.	4/29/2019	Original UCC Filing	2019043032
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		6/3/2019	Amendment	2019057324
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		5/1/2020	Amendment	2020052936
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		4/5/2024	Continuation	2024031793
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		6/20/2024	Amendment	2024057555
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds	DEUTSCHE BANK AG, TOKYO BRANCH	4/29/2019	Original UCC Filing	2019043033
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		6/3/2019	Amendment	2019057325
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		5/1/2020	Amendment	2020052935

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MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		4/5/2024	Continuation	2024031784
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		6/20/2024	Amendment	2024057458
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		12/26/2024	Assignment	2024121921
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds	DEUTSCHE BANK AG, TOKYO BRANCH	4/29/2019	Original UCC Filing	2019043034
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		6/3/2019	Amendment	2019057326
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		5/1/2020	Amendment	2020052963
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		4/5/2024	Continuation	2024031788
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		6/20/2024	Amendment	2024057549
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		12/5/2024	Assignment	2024113874
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		12/23/2024	Amendment	2024120975
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		12/23/2024	Amendment	2024121062

Entity Name	Jurisdiction	Secured Party	File Date	File Type	File No.
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds	DEVELOPMENT BANK OF JAPAN INC.	4/29/2019	Original UCC Filing	2019043035
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		6/3/2019	Amendment	2019057327
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		5/1/2020	Amendment	2020052948
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		4/5/2024	Continuation	2024031787
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		6/20/2024	Amendment	2024057503
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds	DEUTSCHE BANK AG, TOKYO BRANCH	4/29/2019	Original UCC Filing	2019043036
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		6/3/2019	Amendment	2019057328
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		5/1/2020	Amendment	2020052951
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		12/12/2022	Assignment	2022121588
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		4/5/2024	Continuation	2024031795
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		6/20/2024	Amendment	2024057504

Entity Name	Jurisdiction	Secured Party	File Date	File Type	File No.
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds	DEUTSCHE BANK AG, TOKYO BRANCH	4/29/2019	Original UCC Filing	2019043037
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		6/3/2019	Amendment	2019057329
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		5/1/2020	Amendment	2020052953
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		12/12/2022	Assignment	2022121611
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		4/5/2024	Continuation	2024031789
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		6/20/2024	Amendment	2024057461
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds	AOZORA BANK, LTD.	4/29/2019	Original UCC Filing	2019043038
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		6/3/2019	Amendment	2019057330
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		5/1/2020	Amendment	2020052937
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		4/5/2024	Continuation	2024031790
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		6/20/2024	Amendment	2024057502



Entity Name	Jurisdiction	Secured Party	File Date	File Type	File No.
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds	DEUTSCHE BANK AG, TOKYO BRANCH; ET AL	4/29/2019	Original UCC Filing	2019043039
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		6/3/2019	Amendment	2019057331
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		5/1/2020	Amendment	2020052954
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		4/5/2024	Continuation	2024031786
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		6/12/2024	Assignment	2024054436
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		6/20/2024	Amendment	2024057482
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		12/23/2024	Amendment	2024120513
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		12/23/2024	Amendment	2024121029
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds	THE NORINCHUKIN BANK	5/31/2019	Original UCC Filing	2019057130
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		5/1/2020	Amendment	2020052934

Entity Name	Jurisdiction	Secured Party	File Date	File Type	File No.
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		4/4/2024	Continuation	2024031667
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		6/20/2024	Amendment	2024057455
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds	AOZORA LOAN SERVICES CO., LTD.	5/31/2019	Original UCC Filing	2019057131
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		5/1/2020	Amendment	2020052952
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		4/4/2024	Amendment	2024031693
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		4/5/2024	Continuation	2024031909
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		6/20/2024	Amendment	2024057483
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		12/5/2024	Assignment	2024113905
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds	DEUTSCHE BANK AG, TOKYO BRANCH	5/31/2019	Original UCC Filing	2019057132
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		5/1/2020	Amendment	2020052939
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		4/4/2024	Continuation	2024031668

Entity Name	Jurisdiction	Secured Party	File Date	File Type	File No.
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		6/12/2024	Assignment	2024054410
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		6/20/2024	Amendment	2024057531
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		12/23/2024	Amendment	2024120974
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		12/23/2024	Amendment	2024121051
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds	DEUTSCHE BANK AG, TOKYO BRANCH	5/31/2019	Original UCC Filing	2019057133
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		5/1/2020	Amendment	2020052967
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		4/4/2024	Continuation	2024031683
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		6/20/2024	Amendment	2024057500
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		12/5/2024	Assignment	2024113869
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds	AOZORA LOAN SERVICES CO., LTD.	5/31/2019	Original UCC Filing	2019057134
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		5/1/2020	Amendment	2020052955

Entity Name	Jurisdiction	Secured Party	File Date	File Type	File No.
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		4/4/2024	Continuation	2024031682
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		6/12/2024	Assignment	2024054408
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		6/20/2024	Amendment	2024057441
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds	DEUTSCHE BANK AG, TOKYO BRANCH	5/31/2019	Original UCC Filing	2019057135
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		5/1/2020	Amendment	2020052931
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		2/6/2023	Assignment	2023009635
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		4/4/2024	Continuation	2024031685
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		6/20/2024	Amendment	2024057529
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds	DEUTSCHE BANK AG, TOKYO BRANCH	5/31/2019	Original UCC Filing	2019057136
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		5/1/2020	Amendment	2020052933
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		12/12/2022	Assignment	2022121593

Entity Name	Jurisdiction	Secured Party	File Date	File Type	File No.
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		4/4/2024	Continuation	2024031691
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		6/20/2024	Amendment	2024057511
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds	DEUTSCHE BANK AG, TOKYO BRANCH; ET AL	7/31/2019	Original UCC Filing	2019080496
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		5/1/2020	Amendment	2020052932
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		4/5/2024	Continuation	2024031783
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		6/20/2024	Amendment	2024057509
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		12/5/2024	Assignment	2024113871
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		12/23/2024	Amendment	2024121034
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		12/23/2024	Amendment	2024121046
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		2/5/2025	Amendment	2025012911

Entity Name	Jurisdiction	Secured Party	File Date	File Type	File No.
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds	JAPAN BANK FOR INTERNATIONAL COOPERATION	7/31/2019	Original UCC Filing	2019080497
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		5/1/2020	Amendment	2020052938
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		4/5/2024	Continuation	2024031778
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		6/20/2024	Amendment	2024057532
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds	DEUTSCHE BANK AG, TOKYO BRANCH	7/31/2019	Original UCC Filing	2019080498
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		5/1/2020	Amendment	2020052962
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		4/5/2024	Continuation	2024031777
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		6/20/2024	Amendment	2024057463
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		12/5/2024	Assignment	2024113885
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds	DEUTSCHE BANK AG, TOKYO BRANCH	7/31/2019	Original UCC Filing	2019080499

Entity Name	Jurisdiction	Secured Party	File Date	File Type	File No.
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		5/1/2020	Amendment	2020052956
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		4/5/2024	Continuation	2024031781
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		6/20/2024	Amendment	2024057481
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		12/5/2024	Assignment	2024113899
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds	DEUTSCHE BANK AG, TOKYO BRANCH	7/31/2019	Original UCC Filing	2019080500
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		5/1/2020	Amendment	2020052949
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		4/5/2024	Continuation	2024031780
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		6/20/2024	Amendment	2024057556
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		12/5/2024	Assignment	2024113894
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds	DEUTSCHE BANK AG, TOKYO BRANCH	7/31/2019	Original UCC Filing	2019080501
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		5/1/2020	Amendment	2020052966

Entity Name	Jurisdiction	Secured Party	File Date	File Type	File No.
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		12/12/2022	Assignment	2022121602
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		6/30/2023	Amendment	2023055460
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		4/5/2024	Continuation	2024031779
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		6/20/2024	Amendment	2024057514
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		12/23/2024	Amendment	2024120970
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		12/23/2024	Amendment	2024120816
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds	THE GUNMA BANK, LTD.	7/31/2019	Original UCC Filing	2019080502
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		5/1/2020	Amendment	2020052950
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		4/5/2024	Continuation	2024031782
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		6/20/2024	Amendment	2024057516
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds	DEUTSCHE BANK AG, TOKYO BRANCH	12/20/2022	Original UCC Filing	2022123724



Entity Name	Jurisdiction	Secured Party	File Date	File Type	File No.
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		6/20/2024	Amendment	2024057530
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds	BURDOCK GODO KAISHA	7/6/2023	Original UCC Filing	2023056744
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		6/20/2024	Amendment	2024057501
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds	DEUTSCHE BANK AG, TOKYO BRANCH; ET AL	4/4/2024	Original UCC Filing	2024031758
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		12/5/2024	Assignment	2024113916
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		12/23/2024	Amendment	2024120925
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		12/23/2024	Amendment	2024121052
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds		2/5/2025	Amendment	2025012908
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds	AOZORA LOAN SERVICES CO., LTD.	6/12/2024	Original UCC Filing	2024054432
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds	ASHTON GATE S.À R.L.	12/23/2024	Original UCC Filing	2024121063

Entity Name	Jurisdiction	Secured Party	File Date	File Type	File No.
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds	ALTAI GATE S.À R.L.	12/23/2024	Original UCC Filing	2024121108
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds	MASERATI SS II L.P.	12/23/2024	Original UCC Filing	2024121109
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds	GREEN PASTURE S.À R.L.	12/23/2024	Original UCC Filing	2024121243
MARELLI HOLDINGS CO., LTD.	DC - Recorder of Deeds	KELLYNCH PARK S.À R.L.	12/23/2024	Original UCC Filing	2024121268