

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

)	
In re:	)	Chapter 11
)	
MARELLI AUTOMOTIVE LIGHTING USA LLC, <i>et al.</i> , ¹	)	Case No. 25-11034 (CTG)
)	
Debtors.	)	(Jointly Administered)
)	
	)	Hearing Date: August 7, 2025 at 10:00 a.m. (ET)
	)	Obj Deadline: July 31, 2025 at 4:00 p.m. (ET)

**APPLICATION OF DEBTORS
FOR ENTRY OF AN ORDER (I) AUTHORIZING
THE RETENTION AND EMPLOYMENT OF PWC ADVISORY LLC
EFFECTIVE AS OF JUNE 11, 2025 AND (II) GRANTING RELATED RELIEF**

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) state as follows in support of this application:²

Relief Requested

1. The Debtors seek entry of an order, substantially in the form attached hereto as **Exhibit A** (the “Order”) authorizing the Debtors to retain and employ PwC Advisory LLC (“PwC LLC”) to provide advisory services to the Debtors effective as of the Petition Date (as defined herein). In support of this application, the Debtors submit the *Declaration of Akira Nomoto in Support of Application of Debtors for Entry of an Order (I) Authorizing the Retention and Employment PwC Advisory LLC Effective as of June 11, 2025 and (II) Granting Related Relief*

¹ 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.

² A detailed description of the Debtors and their business, including the circumstances giving rise to the Debtors’ chapter 11 cases, is set forth in the *Declaration of David Slump, Chief Executive Officer of Marelli Automotive Lighting USA, LLC, in Support of First Day Motions*, [Docket No. 20] (the “Slump Declaration”) and the *Declaration of Tony Simion, Managing Director of Alvarez & Marsal North America, LLC, in Support of First Day Motions* [Docket No. 19] (the “Simion Declaration”, and together with the Slump Declaration, the “First Day Declarations”). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the First Day Declarations.



(the “Nomoto Declaration”), which is attached hereto as **Exhibit B** and incorporated herein. In further support of this Application, the Debtors respectfully state as follows.

Jurisdiction and Venue

2. The United States Bankruptcy Court for the District of Delaware (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2), and the Debtors confirm their consent, pursuant to rule 9013-1(f) of the Local Rules of Bankruptcy Practice and Procedure for the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), to the entry of a final order by the Court in connection with this application to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

3. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The statutory bases for the relief requested herein are sections 327(a) and 328(a) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016(a), and Local Rules 2014-1 and 2016-1.

Background

5. The Debtors, together with their non-Debtor affiliates (collectively, “Marelli” or the “Company”) are one of the largest international automotive parts suppliers in the world and a pioneer in motorsports and in automobile manufacturing and design. With its headquarters in Saitama, Japan and over 46,000 employees located in twenty-four countries around the world, Marelli designs and produces sophisticated technologies for leading automotive manufacturers, including lighting and sensor integrations, electronic systems, software solutions, and interior

design products, and collaborates with motor sports teams and other industry leaders to research and develop cutting-edge, high-performance automotive components.

6. On June 11, 2025 (the “Petition Date”), each Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their property as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. On June 12, 2025, the Court entered an order [Docket No. 102] authorizing the procedural consolidation and joint administration of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b) and Local Rule 1015-1. On June 25, 2025, the United States Trustee for the District of Delaware (the “U.S. Trustee”) appointed an official committee of unsecured creditors [Docket No. 184] (the “Committee”). No request for the appointment of a trustee or examiner has been made in these chapter 11 cases.

PwC LLC’s Qualifications

7. The Debtors seek to employ PwC LLC to provide advisory services to the Debtors because, among other things, PwC LLC is a leading advisory firm. PwC LLC professionals have considerable experience providing advisory services, including to businesses in a chapter 11 environment, and PwC LLC has been employed in cases pursuant to applicable provisions of the Bankruptcy Code and Japanese bankruptcy laws. Accordingly, the Debtors believe that PwC LLC is qualified to provide the Professional Services (as defined below) during these chapter 11 cases in an efficient and timely manner.

8. As set forth in the Nomoto Declaration, the Debtors engaged PwC LLC as their advisor pursuant to the terms and conditions set forth in that certain December 23, 2024 Advisory Services Agreement for Marelli Holdings Co., Ltd., as amended on January 10, 2025, January 21,

2025, January 27, 2025, April 16, 2025, and July 11, 2025 (such July 11, 2025 addendum attached hereto as **Exhibit C** and such Advisory Services Agreement, the “Engagement Letter”).³

9. PwC LLC has indicated a desire and willingness to act in these chapter 11 cases to render the Professional Services (as defined below) on the terms set forth in the Engagement Letter, as the same may be modified by the Proposed Order. Pursuant to the Engagement Letter and subject to the Court’s entry of the Proposed Order, all services that PwC LLC provides to the Debtors will be: (a) at the request of the Debtors; and (b) appropriately directed by the Debtors so as to avoid unnecessary duplication of efforts among the Debtors’ other professionals retained in these chapter 11 cases.

Scope of Services

10. As requested by the Debtors, and consistent with the terms of the Engagement Letter, PwC LLC will provide the following advisory services (collectively, the “Professional Services”):

From June 11, 2025 to June 30, 2025

- a. Support the Debtors for successful completion of the Rescheduling Process (as defined in the Engagement Letter), including but not limited to the following.
 - i. Advice on business and repayment plan acceptable to Japanese banks;
 - ii. Support for consultations and Q&A coordination with major banks;
 - iii. Support for raising funds through the use of the back up facility (either amending existing facility or by preparing a new facility); and
 - iv. Support for the examination and implementation of communication strategies with each bank to obtain consent.
- b. In relation to the above, support the Debtors to conduct necessary explanations to and negotiations with key stakeholders, including but not limited to the following:
 - i. Advice on negotiations with prepetition lenders and Nissan; and

³ All summaries herein are provided for convenience only and are qualified by reference to the Engagement Letter. To the extent that this Application and the terms of the Engagement Letter are inconsistent, the terms of the Engagement Letter shall control. Capitalized terms used but not otherwise defined in this Application shall have the meanings ascribed to them in the Engagement Letter.

- ii. Review and provide comments for revisions to the materials prepared by the Debtors or other advisors.

From July 1, 2025 to September 30, 2025

- a. Support the Debtors for successful completion of the Rescheduling Process (as defined in the Engagement Letter), including but not limited to the following.
 - i. Advice on business and repayment plan acceptable to Japanese banks;
 - ii. Support for consultations and Q&A coordination with major banks; and
 - iii. Support for the examination and implementation of communication strategies with each bank to obtain consent.
- b. In relation to the above, support the Debtors to conduct necessary explanations to and negotiations with key stakeholders, including but not limited to the following:
 - i. Advice on negotiations with prepetition lenders, Nissan, main suppliers; and
 - ii. Review and provide comments for revisions to the materials prepared by the Debtors or other advisors.

11. Should the Debtors request that PwC LLC perform additional services not contemplated by the Engagement Letter, the Debtors and PwC LLC will mutually agree upon such services and fees in writing in advance to the provision of such services. In the event the additional services require an amendment to or statement of work with respect to the Engagement Letter or entry into a separate engagement letter, the Debtors shall file notice of such documents with the Court, in accordance with the Court's approval procedures and the terms of the Proposed Order. Provided no objection is timely filed to the proposed services and agreements, PwC LLC will continue to provide the requested services subject to any prior order entered by the Court on PwC LLC's retention.

Professional Compensation

12. Pursuant to the terms and conditions of the Engagement Letter, and subject to the Court's approval, in consideration for the services to be rendered by PwC LLC in these chapter 11 cases, the contracted for Professional Services are provided under a fixed fee arrangement pursuant

to the Engagement Letter. The following outlines the proposed compensation structure that is set forth in the Engagement Letter (collectively, the “Fee and Expense Structure”):

- a. Monthly Retainer. The advisory services engagement is a fixed fee arrangement, exclusive of expenses, whereby PwC LLC has agreed to be paid a total of JPY 30,000,000⁴ monthly for June 2025, JPY 22,000,000 monthly for the period from July 2025 to August 2025, and JPY 17,000,000 for September 2025 (the “Fixed Fee”).
- b. Milestone Fee. A milestone fee of JPY 100,000,000 will be payable upon the successful completion of the Rescheduling Process (the “Milestone Fee”). The Debtors shall pay the Milestone Fee less (up to a maximum of five months) of any Monthly Retainers already paid.
- c. Prepetition, PwC LLC received JPY 30,000,000 as the Fixed Fee for June 2025.

13. PwC LLC will invoice the Debtors for PwC LLC’s actual, reasonable, and necessary expenses during these chapter 11 cases, including travel and lodging, and other expenses incurred in providing the Professional Services.

14. As set forth in the Nomoto Declaration, PwC LLC will apply to the Court for allowances of compensation and reimbursement of expenses for all work performed under the Engagement Letter in accordance with applicable *U.S. Trustee Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed under 11 U.S.C. § 330* (collectively, the “Fee Guidelines”), the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable orders of the Court, and in accordance with the terms and conditions of the Engagement Letter.

15. The Debtors are advised that it is not the practice of PwC LLC’s professionals to keep detailed time records in one-tenth-of-an-hour (0.10) increments as customarily kept by attorneys who are compensated subject to Court-approval. Instead, the customary practice of PwC

⁴ The Fixed Fee of JPY 30,000,000 for June 2025 was paid prior to the Petition Date, all of which was on account of prepetition prepayments. No payments were made by the Debtors for non-prepayment payments on account of prepetition services performed for the Debtors.

LLC's professionals is to keep reasonably detailed records of services rendered during an engagement in half-hour (0.50) increments. The Debtors request that the Court allow PwC LLC's professionals to provide the following in its monthly, interim, and final fee applications: (a) a narrative summarizing each project category and the services rendered under each project category; (b) a project-category based summary of services rendered to the Debtors, identifying each professional rendering services, the number of hours expended by each professional, and the amount of compensation requested with respect to the services rendered; and (c) reasonably detailed records of time, in half-hour (0.50) increments, describing the services rendered by each professional and the amount of time spent on each date.

16. Given the nature of the services to be provided by PwC LLC, the Debtors submit that such billing format and associated time details will be sufficient for parties-in-interest to make informed judgments regarding the nature and appropriateness of PwC LLC's services and fees. Accordingly, to the extent necessary, based on the foregoing, the Debtors respectfully seek a waiver of the information requirements set forth in the compensation procedures and the Local Rules.

17. Except as set forth in the Nomoto Declaration, PwC LLC has not shared or agreed to share any compensation to be paid by the Debtors with any non-affiliated or unrelated entity, in accordance with section 504 of the Bankruptcy Code.

Indemnification

18. As part of the overall compensation payable to PwC LLC under the terms of the Engagement Letter, the Debtors agreed to certain indemnification obligations described in the Engagement Letter and subject to modifications set forth in the Proposed Order.

19. The terms of the Engagement Letter and the indemnification provisions were fully negotiated at arm's length. The Debtors believe that the indemnification provisions are reasonable and in the best interest of the Debtors, their estates, and their creditors, and are customary and reasonable for engagements of this nature.

20. The Debtors believe that the proposed modifications to the indemnification provisions of the Engagement Letter as set forth in the Proposed Order are appropriate under the circumstances.

Retroactive Retention

21. At the Debtors' request, PwC LLC continued providing the requested Professional Services to the Debtors postpetition in anticipation that its retention would be approved effective as of the Petition Date. During the early stages of these chapter 11 cases, and in consultation with the United States Trustee for the District of Delaware (the "U.S. Trustee"), all parties worked diligently to submit this application to the Court for its consideration. The Debtors accordingly respectfully request that PwC LLC's retention be made effective retroactive to June 11, 2025, so that PwC LLC may be compensated for the services it has provided prior to the hearing and approval of this application.

PwC LLC's Disinterestedness

22. In reliance on the Nomoto Declaration, the Debtors believe that, except as set forth in the Nomoto Declaration, PwC LLC: (a) has no connection with the Debtors and the parties identified in that certain parties in interest list; (b) does not hold any interest adverse to the Debtors or the Debtors' estates; and (c) is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, and as required by section 327(a) of the Bankruptcy Code.

23. As of the Petition Date, PwC LLC was not owed any money by the Debtors on account of prepetition services performed by PwC LLC. In the 90 days prior to the Petition Date, PwC LLC was paid JPY 90,000,000, all of which was on account of prepetition prepayments, including the Fixed Fee of JPY 30,000,000 for June 2025. No payments were made by the Debtors for non-prepayment payments on account of prepetition services performed for the Debtors.

24. The Debtors' knowledge, information, and belief regarding certain of the matters set forth in this application, including, without limitation PwC LLC's disinterestedness, are based on, and are made in reliance upon, the Nomoto Declaration.

25. The Debtors have been informed that PwC LLC will conduct a periodic review of its files to ensure that no disqualifying circumstances arise. To the extent any information PwC LLC disclosed requires amendment, modification, or supplementation as additional information becomes available, PwC LLC will submit a supplemental declaration to the Court.

Basis for Relief

A. The Debtors' Retention and Employment of PwC LLC Is Appropriate Pursuant to Sections 327 and 328 of the Bankruptcy Code and Bankruptcy Rule 2014.

26. Section 327(a) of the Bankruptcy Code provides, in relevant part, as follows:

Except as otherwise provided in this section, the trustee, with the court's approval, may employ one or more attorneys, accountants, appraisers, auctioneers, or other professional persons, that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the trustee in carrying out the trustee's duties under this title.

11 U.S.C. § 327(a).

27. Section 328(a) of the Bankruptcy Code provides, in relevant part, as follows:

The trustee . . . with the court's approval, may employ or authorize the employment of a professional person under section 327 . . . of this title . . . on any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, on a fixed or percentage fee basis, or on a contingent fee basis. Notwithstanding such terms

and conditions, the court may allow compensation different from the compensation provided under such terms and conditions after the conclusion of such employment, if such terms and conditions prove to have been improvident in light of developments not capable of being anticipated at the time of the fixing of such terms and conditions.

11 U.S.C. § 328(a).

28. Bankruptcy Rule 2014 provides, in relevant part, as follows:

The court may approve the employment of [a] . . . professional under §327 . . . only on the trustee's or committee's application.

Fed. R. Bankr. P. 2014.

29. As set forth above, the Debtors have selected PwC LLC to provide the Professional Services set forth in the Engagement Letter and described herein because PwC LLC is a well-respected and experienced advisory firm. PwC LLC possesses extensive experience in advisory services that will be useful to the Debtors and PwC LLC has indicated a desire and willingness to act in these chapter 11 cases and to render the necessary and contracted-for Professional Services to the Debtors.

30. The Debtors believe that the Fee and Expense Structure appropriately reflects the nature of the services to be provided by PwC LLC in connection with these chapter 11 cases, and is consistent with, and typical of, arrangements entered into by PwC LLC and other firms that provide advisory services with respect to rendering comparable services for clients similar to the Debtors, both in and out of chapter 11. PwC LLC and the Debtors also believe that the Fee and Expense Structure is reasonable and at market rates. The Fee and Expense Structure contains reasonable terms and conditions of employment and should be approved by the Court under section 328(a) of the Bankruptcy Code in light of: (a) industry practice; (b) market rates charged for comparable services both in and out of the chapter 11 context; (c) PwC LLC's substantial

experience with respect to the Professional Services; and (d) the nature and scope of work to be performed by PwC LLC in connection with these chapter 11 cases.

31. Furthermore, not granting the relief requested herein would deprive the Debtors of the assistance of a highly qualified professional advisor, which would disadvantage the Debtors and all parties in interest in these chapter 11 cases. The Debtors would be potentially forced to engage a new advisor, which would necessarily require the Debtors to needlessly expend additional time and resources at a critical stage of these chapter 11 cases. Accordingly, the Debtors submit that the services provided by PwC LLC are critical to the success of these chapter 11 cases.

B. Retroactive Relief is Warranted.

32. The Debtors believe that employment of PwC LLC effective as of June 11, 2025, is warranted under the circumstances of these chapter 11 cases so that PwC LLC may be compensated for its services rendered prior to entry of the Proposed Order. Further, the Debtors believe that no party in interest will be prejudiced by the granting of the retroactive employment because PwC LLC has provided, and will continue to provide, valuable services to the Debtors' estates.

33. Courts in this district routinely approve retroactive employment similar to that requested herein.

C. Approval of the Indemnification Provisions of the Engagement Letter, As Limited and Modified by the Proposed Order, Is Appropriate.

34. The Engagement Letter provides, among other things, that the Debtors will release and indemnify PwC LLC and its personnel from any and all claims, notices, or other related acts by third parties related to PwC LLC's provision of the Professional Services (the "Indemnification Provisions"). The Indemnification Provisions are standard engagement provisions, both in and

out of chapter 11 cases, and reflect the qualifications and limits on such terms that are customary for PwC LLC and other similar advisors as approved in this and other jurisdictions.

35. In connection with this application, and in light of the Debtors' pending chapter 11 cases, PwC LLC agrees to the following limitations and modifications to the Indemnification Provisions, which are reflected in the Proposed Order:

- a. Subject to the provisions of (b) and (c) below, the Debtors are authorized to indemnify, contribute, or reimburse, and shall indemnify, contribute, or reimburse PwC LLC and its personnel (the "Indemnified Person(s)") for any claims arising from, related to, or in connection with services to be provided by PwC LLC and its personnel as specified in the application that are attributable to any knowing misrepresentation by management, but not for any such claim arising from, related to, or in connection with their postpetition performance of any other services other than those in connection with this engagement, unless such postpetition services are approved by this Court;
- b. The Debtors' estates shall have no obligation to indemnify any Indemnified Person, or provide contribution or reimbursement to any Indemnified Person, for any claim or expense to the extent it is either: (i) judicially determined (the determination having become final and no longer subject to appeal) to have arisen from any Indemnified Person's gross negligence, willful misconduct, or bad faith; (ii) for a contractual dispute in which the Debtors allege breach of PwC LLC's contractual obligations, unless this Court determines that indemnification, contribution, or reimbursement would be permissible pursuant to *In re United Artists Theatre Company*, 315 F.3d 217 (3d Cir. 2003); or (iii) settled prior to a judicial determination as to the exclusions set forth in clauses (i) and (ii) above, but determined by this Court, after notice and a hearing pursuant to subparagraph (c) hereof to be a claim or expense for which the Indemnified Person should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Letter, as modified by this Order; and
- c. If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these chapter 11 cases (that order having become a final order no longer subject to appeal) and (ii) the entry of an order closing these chapter 11 cases, an Indemnified Person believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution, and/or reimbursement obligations under the Engagement Letter (as modified by this Order), including without limitation, the advancement of defense costs, the Indemnified Person must file an application therefor in this Court, and the Debtors may not pay any such amounts to the Indemnified Person before the entry of an order by this Court

approving the payment. This subparagraph (c) is intended only to specify the period of time under which this Court shall have jurisdiction over any request for fees and expenses by any Indemnified Person for indemnification, contribution, and/or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify, or make contributions or reimbursements to, the Indemnified Persons. All parties in interest shall retain the right to object to any demand by any Indemnified Person for indemnification, contribution, and/or reimbursement.

36. The Debtors believe that the Indemnification Provisions, as limited and modified by the aforementioned language (and set forth in the Proposed Order), are customary and reasonable for advisors, both in and out of court in chapter 11 cases. *See United Artists Theatre Co. v. Walton (In re United Artists Theatre Co.)*, 315 F.3d 217, 234 (3d Cir. 2003) (finding that indemnification agreement between debtor and financial advisor was reasonable under section 328 of the Bankruptcy Code).

Notice

37. The Debtors will provide notice of this application to: (a) the U.S. Trustee; (b) the holders of the 30 largest unsecured claims against the Debtors (on a consolidated basis); (c) Paul Hastings LLP and Morris James LLP, as co-counsel to the Committee; (d) the office of the attorney general for each of the states in which the Debtors operate; (e) United States Attorney's Office for the District of Delaware; (f) the Internal Revenue Service; (g) the United States Securities and Exchange Commission; (h) the United States Department of Justice; (i) Mayer Brown LLP, as counsel to the DIP Agent; (j) Davis Polk & Wardwell LLP, as counsel to Mizuho Bank, Ltd., in all capacities other than as Prepetition Agent; (k) Young Conaway Stargatt & Taylor, LLP, as counsel to Mizuho Bank, Ltd., in its capacity as Prepetition Agent; (l) Akin Gump Strauss Hauer & Feld LLP and Cole Schotz P.C., as counsel to the Ad Hoc Group of Senior Lenders; (m) Paul, Weiss, Rifkind, Wharton & Garrison LLP, as counsel to the Sponsors; and (n) any party that has

requested notice pursuant to Bankruptcy Rule 2002 (the “Notice Parties”). The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

No Prior Request

38. No prior request for the relief sought in this application has been made to this or any other Court.

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WHEREFORE, the Debtors request entry of the Order, substantially in the form attached hereto as **Exhibit A**, (a) granting the relief requested herein and (b) granting such other relief as the Court deems appropriate under the circumstances.

Dated: July 11, 2025

Respectfully submitted,

Marelli Automotive Lighting USA LLC, *et al.*,
Debtors and Debtors in Possession

/s/ Marisa Iasenza _____

Marisa Iasenza
Executive Vice President and
Chief Legal Officer

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:)	
	)	Chapter 11
)	
MARELLI AUTOMOTIVE LIGHTING USA LLC,	)	Case No. 25-11034 (CTG)
<i>et al.</i> , ¹)	
)	
Debtors.	)	(Jointly Administered)
)	
	)	Hearing Date: August 7, 2025 at 10:00 a.m. (ET)
	)	Obj Deadline: July 31, 2025 at 4:00 p.m. (ET)

**NOTICE OF APPLICATION
OF DEBTORS FOR ENTRY OF AN ORDER (I) AUTHORIZING
THE RETENTION AND EMPLOYMENT OF PWC ADVISORY LLC
EFFECTIVE AS OF JUNE 11, 2025 AND (II) GRANTING RELATED RELIEF**

PLEASE TAKE NOTICE that, on July 11, 2025 the above-captioned debtors and debtors in possession (collectively, the “Debtors” and together with their non-debtor affiliates, the “Company”) filed the *Application of Debtors for Entry of an Order (I) Authorizing the Retention and Employment of PwC Advisory LLC Effective as of June 11, 2025 and (II) Granting Related Relief* (the “Application”) with the United States Bankruptcy Court for the District of Delaware (the “Court”).

PLEASE TAKE FURTHER NOTICE that any responses to the Application must be in writing and filed with the Clerk of the United States Bankruptcy Court for the District of Delaware, 824 Market Street, Third Floor, Wilmington, Delaware 19801, and served upon the undersigned, so as to be received on or **before 4:00 p.m. (prevailing Eastern Time) on July 31, 2025.**

PLEASE TAKE FURTHER NOTICE that at the same time, you must also serve a copy of the response or objection upon: (a) the Debtors, Marelli Automotive Lighting USA LLC, 26555

¹ 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.

Northwestern Highway, Southfield, Michigan 48033, Attn.: Marisa Iasenza (marisa.iasenza@marelli.com); (b) proposed counsel to the Debtors, Kirkland & Ellis LLP, 333 West Wolf Point Plaza, Chicago, Illinois 60654, Attn.: Spencer A. Winters, P.C. (spencer.winters@kirkland.com), and Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn.: Nicholas M. Adzima (nicholas.adzima@kirkland.com) and Evan Swager (evan.swager@kirkland.com); (c) proposed co-counsel to the Debtors, Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, P.O. Box 8705, Wilmington, Delaware 19899 (Courier 19801), Attn.: Laura Davis Jones (ljones@pszjlaw.com), Timothy P. Cairns (tcairns@pszjlaw.com), and Edward A. Corma (ecorma@pszjlaw.com); (d) the U.S. Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn.: Jane Leamy (Jane.M.Leamy@usdoj.gov) and Timothy J. Fox, Jr. (timothy.fox@usdoj.gov); (e) counsel to the DIP Agent, Mayer Brown LLP, 1221 Avenue of the Americas, New York, New York 10020-1001, Attn.: Jason Elder (jason.elder@mayerbrown.com); (f) counsel to Mizuho Bank, Ltd., in all capacities other than as Prepetition Agent, Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10017, Attn.: Timothy Graulich (timothy.graulich@davispolk.com) and Richard J. Steinberg (richard.steinberg@davispolk.com); (g) counsel to Mizuho Bank, Ltd., in its capacity as Prepetition Agent, Young Conaway Stargatt & Taylor, LLP, 1000 North King Street, Wilmington, Delaware 19801, Attn.: Robert S. Brady (rbrady@ycst.com) and Andrew L. Magaziner (amagaziner@ycst.com); (h) counsel to the Ad Hoc Group of Senior Lenders, (i) Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, New York 10036, Attn: Ira S. Dizengoff (idizengoff@akingump.com) and Anna Kordas (akordas@akingump.com), (ii) Akin Gump Strauss Hauer & Feld LLP, 2001 K Street NW, Washington, D.C. 20006, Attn.: Scott Alberino (salberino@akingump.com), Kate Doorley (kdoorley@akingump.com), and Alexander

F. Antypas (aantypas@akingump.com); and (iii) Cole Schotz P.C., 500 Delaware Avenue, Suite 600, Wilmington, DE 19801, Attn: Justin R. Alberto (jalberto@coleschotz.com) and Stacy L. Newman (snewman@coleschotz.com); (i) counsel to the Sponsors, Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019-6064, Attn.: Brian S. Hermann (bhermann@paulweiss.com) and Jacob Adlerstein (jadlerstein@paulweiss.com); and (j) co-counsel to the Committee, (i) Paul Hastings LLP, 200 Park Avenue, New York, New York 10166. Attn.: Kristopher M. Hansen (krishansen@paulhastings.com), Jonathan D. Canfield (joncanfield@paulhastings.com), Gabriel E. Sasson (gabesasson@paulhastings.com), and Marcella Leonard (marcellaleonard@paulhastings.com), and (ii) Morris James LLP, 500 Delaware Avenue, Suite 1500, Wilmington, Delaware 19801. Attn.: Eric J. Monzo (emonzo@morrisjames.com), Jason S. Levin (jlevin@morrisjames.com), and Siena B. Cerra (scerra@morrisjames.com).

PLEASE TAKE FURTHER NOTICE THAT, IF AN OBJECTION IS PROPERLY FILED AND SERVED IN ACCORDANCE WITH THE ABOVE PROCEDURES, A HEARING WILL BE HELD ON AUGUST 7, 2025 BEFORE THE HONORABLE CRAIG T. GOLDBLATT, UNITED STATES BANKRUPTCY JUDGE FOR THE DISTRICT OF DELAWARE, 824 MARKET STREET, COURTROOM #7, THIRD FLOOR, WILMINGTON, DELAWARE 19801. ONLY OBJECTIONS MADE IN WRITING AND TIMELY FILED WILL BE CONSIDERED BY THE BANKRUPTCY COURT AT SUCH HEARING.

IF YOU FAIL TO RESPOND IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF DEMANDED BY THE APPLICATION WITHOUT FURTHER NOTICE OR HEARING.

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Dated: July 11, 2025
Wilmington, Delaware

/s/ Laura Davis Jones

PACHULSKI STANG ZIEHL & JONES LLP

Laura Davis Jones (DE Bar No. 2436)
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*Proposed Co-Counsel for the Debtors
and Debtors in Possession*

Exhibit A

Proposed Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:)	
	)	Chapter 11
MARELLI AUTOMOTIVE LIGHTING USA LLC, <i>et al.</i> , ¹	)	Case No. 25-11034 (CTG)
Debtors.	)	(Jointly Administered)
)	
	)	Re: Docket No. [●]

**ORDER (I) AUTHORIZING
THE RETENTION AND EMPLOYMENT OF PWC ADVISORY LLC
EFFECTIVE AS OF JUNE 11, 2025 AND (II) GRANTING RELATED RELIEF**

Upon the application (the “Application”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order (this “Order”) authorizing the Debtors to retain and employ PwC Advisory LLC (“PwC LLC”), effective as of June 11, 2025, pursuant to the terms and conditions of the Engagement Letter, subject to the limitations and modifications provided for herein all as more fully set forth in the Application; and upon the First Day Declarations and the Nomoto Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the

¹ 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.

² All capitalized terms used but otherwise not defined herein shall have the meanings given to them in the Application.

relief requested in the Application is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Application and opportunity for a hearing on the Application were appropriate and no other notice need be provided; and this Court having reviewed the Application and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Application and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Application is GRANTED as set forth herein.
2. The Debtors are authorized, pursuant to sections 327(a) and 328(a) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016(a) and Local Rules 2014-1 and 2016-1, to employ and retain PwC LLC to provide advisory services to the Debtors, effective as of the Petition Date, in accordance with the terms and conditions set forth in the Engagement Letter, as limited and modified by this Order.
3. Except as otherwise set forth herein, the terms and conditions of PwC LLC's employment as provided in the Engagement Letter are reasonable and are hereby approved as set forth herein. Further, the Fee and Expense Structure, as set forth in the Engagement Letter, is approved, and PwC LLC shall be compensated and reimbursed in accordance with the terms of the Engagement Letter, subject to Court approval.
4. PwC LLC may file monthly, interim, and/or final fee applications for allowance of its compensation and reimbursement of its expenses with respect to services rendered in these chapter 11 cases with this Court in accordance with Bankruptcy Code sections 330 and 331, the

Bankruptcy Rules, the Local Rules and any applicable orders of this Court, and, solely as to a fixed fee portion of engagements, PwC LLC shall be excused from keeping time records for services rendered in one-tenth (0.10) of an hour increments.

5. PwC LLC shall include in its fee applications: (a) a narrative summarizing each project category and the services rendered under each project category; (b) a project-category based summary of services rendered to the Debtors, identifying each professional rendering services, the number of hours expended by each professional, and the amount of compensation requested with respect to the services rendered; and (c) reasonably detailed records of time, in half-hour (0.50) increments for fixed fee engagements and in tenth of an hour (0.10) increments for hourly fee arrangements, describing the services rendered by each professional and the amount of time spent on each date.

6. Solely as to any fixed fee compensation requests: (i) PwC LLC shall be excused from keeping time records in tenth of an hour (0.10) increments; and (ii) any objections related thereto shall be subject only to the standard of review set forth in section 328 of the Bankruptcy Code, and shall not be subject to the standard of review in section 330 of the Bankruptcy Code or any other standard of review.

7. If the Debtors request and PwC LLC agrees to provide additional services, PwC LLC and the Debtors may enter into additional agreements, statements of work, or amendments with respect to the Engagement Letter. Any additional agreements, statements of work, or amendments will be filed with the Court and served on the applicable notice parties, and, absent any objections filed within ten (10) days after the filing and service of such supplemental declaration, PwC LLC's employment and retention, including as to the additional agreements,

statements of work, amendments, and/or services, shall continue as authorized pursuant to this Order.

8. Prior to any increases in PwC LLC's fees, PwC LLC shall file a supplemental declaration with this Court and provide ten (10) business days' notice to the Debtors, the U.S. Trustee, and counsel to the Committee. The supplemental declaration shall explain the basis for the requested fee increases in accordance with section 330(a)(3)(F) of the Bankruptcy Code and state whether the Debtors have consented to the rate increase. The U.S. Trustee and the Committee retain all rights to object to any fee increase on all grounds, including the reasonableness standard provided for in section 330 of the Bankruptcy Code, and all rates and rate increases are subject to review by this Court.

9. The terms of the Engagement Letter, including without limitation, the Indemnification Provisions, are reasonable terms and conditions of employment and are hereby approved, and the Debtors shall indemnify PwC LLC under the terms of the Engagement Letter during the pendency of these chapter 11 cases, subject to the following conditions:

- a. Subject to the provisions of (b) and (c) below, the Debtors are authorized to indemnify, contribute, or reimburse, and shall indemnify, contribute, or reimburse PwC LLC and its personnel (the "Indemnified Person(s)") for any claims arising from, related to, or in connection with services to be provided by PwC LLC and its personnel as specified in the Application that are attributable to any knowing misrepresentation by management, but not for any such claim arising from, related to, or in connection with their postpetition performance of any other services other than those in connection with this engagement, unless such postpetition services are approved by this Court;
- b. The Debtors' estates shall have no obligation to indemnify any Indemnified Person, or provide contribution or reimbursement to any Indemnified Person, for any claim or expense to the extent it is either: (i) judicially determined (the determination having become final and no longer subject to appeal) to have arisen from any Indemnified Person's gross negligence, willful misconduct, or bad faith; (ii) for a contractual dispute in which the Debtors allege breach of PwC LLC's contractual obligations, unless this Court determines that indemnification, contribution, or reimbursement would be permissible pursuant to *In re United Artists Theatre Company*, 315 F.3d 217 (3d Cir. 2003); or (iii) settled prior to a judicial

determination as to the exclusions set forth in clauses (i) and (ii) above, but determined by this Court, after notice and a hearing pursuant to subparagraph (c) hereof to be a claim or expense for which the Indemnified Person should not receive indemnity, contribution or reimbursement under the terms of the Engagement Letter, as modified by this Order; and

- c. If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these chapter 11 cases (that order having become a final order no longer subject to appeal) and (ii) the entry of an order closing these chapter 11 cases, an Indemnified Person believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution and/or reimbursement obligations under the Engagement Letter (as modified by this Order), including without limitation, the advancement of defense costs, the Indemnified Person must file an application therefor in this Court, and the Debtors may not pay any such amounts to the Indemnified Person before the entry of an order by this Court approving the payment. This subparagraph (c) is intended only to specify the period of time under which this Court shall have jurisdiction over any request for fees and expenses by any Indemnified Person for indemnification, contribution and/or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify, or make contributions or reimbursements to, the Indemnified Persons. All parties in interest shall retain the right to object to any demand by any Indemnified Person for indemnification, contribution and/or reimbursement.

10. To the extent that the provisions of this Order are inconsistent with the provisions of the Application, the Engagement Letter, or the Nomoto Declaration, the provisions of this Order shall govern.

11. Notwithstanding anything to the contrary in the Application, the Nomoto Declaration, the Engagement Letter, or other relevant retention documents, any limitation of liability provision in the Engagement Letter shall be of no force and effect during the pendency of these chapter 11 cases.

12. Notice of the Application as provided therein shall be deemed good and sufficient notice of such Application, and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

13. Notwithstanding anything to the contrary in the Bankruptcy Code, Bankruptcy Rules, or Local Rules, the terms and conditions of this Order are immediately effective and enforceable upon its entry.

14. The Debtors and PwC LLC are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Application.

15. Notwithstanding any provision to the contrary in the Application, the Engagement Letter, or the Nomoto Declaration, the Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order. For the avoidance of doubt, during the pendency of the Debtors' bankruptcy cases, any provision of the unmodified Engagement Letter that provides for mediation or arbitration shall not be applicable unless this Court lacks or declines to exercise jurisdiction.

Exhibit B

Nomoto Declaration

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:)	
	)	Chapter 11
MARELLI AUTOMOTIVE LIGHTING USA LLC,	)	Case No. 25-11034 (CTG)
<i>et al.</i> , ¹)	
Debtors.	)	(Jointly Administered)
)	
)	

**DECLARATION OF AKIRA NOMOTO IN SUPPORT OF APPLICATION
OF DEBTORS FOR ENTRY OF AN ORDER (I) AUTHORIZING
THE RETENTION AND EMPLOYMENT OF PWC ADVISORY LLC
EFFECTIVE AS OF JUNE 11, 2025 AND (II) GRANTING RELATED RELIEF**

Pursuant to Bankruptcy Rule 2014(a), I, Akira Nomoto, under penalty of perjury, declare as follows, to the best of my knowledge, information, and belief:

1. I am a partner of PwC Advisory LLC (“PwC LLC”). I am authorized to make this declaration (this “Declaration”) on behalf of PwC LLC in support of the *Application of Debtors for Entry of an Order (I) Authorizing the Retention and Employment of PwC Advisory LLC Effective as of June 11, 2025 and (II) Granting Related Relief*, filed contemporaneously herewith (the “Application”).²

2. Unless otherwise stated, all facts set forth in this Declaration are based upon my personal knowledge or derived from business records that have been reviewed by me and prepared/reviewed by others under my supervision and direction. To the extent any information

¹ 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.

² All capitalized terms used but otherwise not defined herein shall have the meanings given to them in the Application. The summary of terms or conditions of the Engagement Letter provided in this Declaration is for the Court’s convenience and to the extent that any such summary conflicts with the actual terms or conditions of the Engagement Letter, the actual terms and conditions of the Engagement Letter shall control, as the same may be limited or modified by an order of the Court.

disclosed herein requires amendment, modification, or supplementation as additional information becomes available, a supplemental declaration will be submitted to this Court.

PwC LLC's Qualifications

3. PwC LLC is a professional services firm with offices in Japan with experience in providing advisory services to businesses in bankruptcy and has been employed in complex cases under the Bankruptcy Code and Japanese bankruptcy laws. PwC LLC is well qualified to provide the contracted-for services in a cost-effective, efficient, and timely manner.

PwC LLC's Disinterestedness

A. Background

4. PwC LLC is a Japan-based member firm of a global network of separate and independent firms that operate locally in countries throughout the world. Such firms (the "Member Firms") and such Member Firms in Japan, the "PwC Japan Group") are each members of PricewaterhouseCoopers International Limited ("PwCIL"). PwCIL is a UK-membership-based private company limited by guarantee, with no shareholders and no capital, and does not provide services to clients.

5. Member Firms are organized on an individual country basis and operate within the legal and regulatory framework of each particular jurisdiction or region. Other than those that are part of certain country or regional groupings or joint ventures, Member Firms are generally not affiliates or subsidiaries of each other or of any global parent. Rather, they are separate and independent firms that practice under a common brand and shared methodologies, client service standards, and certain other professional protocols and guidelines. Member Firm partners and/or principals³ are generally the sole owners of a respective Member Firm, with no overlap with

³ For this purpose, "principals" could include shareholders of a corporation if a foreign member firm is organized

respect to partner/principal ownership of their Member Firm and other Member Firms in other countries.

6. The PwC Japan Group is a group of certain entities in Japan which play various roles for the purpose of delivering professional services to clients. The PwC Japan Group consists of two subgroups: (i) a subgroup comprised of entities that provide services to clients (the “PwC Japan Client Service Entities”) and (ii) a subgroup comprised of entities that do not provide services to clients but perform various intra-group functions and roles (the “PwC Japan Administrative Entities”). The main PwC Japan Client Service Entities are: PwC LLC, PricewaterhouseCoopers Japan LLC, PwC Consulting LLC, PwC Tax Japan and PwC Legal Japan (together with the other PwC Japan Client Service Entities and PwC Japan Administrative Entities, and each of their respective direct and indirect subsidiaries and affiliates, the “PwC Japan Entities” and each a “PwC Japan Entity”).

B. Search Process

7. When a PwC Japan Entity is the subject of an application to be retained in a chapter 11 case, a process commences to check connections, such as current or former client, vendor, or financial relationship, to the debtors, their identified affiliates, and the debtors’ other parties in interest (as provided by the debtors) by a search team (the “Japan Search Team”).

8. In connection with its proposed retention by the Debtors, PwC LLC undertook searches to determine, and to disclose, whether any PwC Japan Entity is or has been engaged by or has other relationships with the Debtors or the other individuals or entities that the Debtors identified as being potential parties in interest in these chapter 11 cases (the “Potential Parties in Interest”), whose specific names were provided to PwC LLC by the Debtors, set forth on

as a corporation in its local jurisdiction.

Schedule 1 attached to this Declaration. A listing of the Potential Parties in Interest with such connections to PwC LLC and/or other PwC Japan Entities is attached to this Declaration as **Schedule 2.**⁴

9. As described herein, the searches conducted involve checking client and other databases of the PwC Japan Entities. Given the separateness of the Member Firms, the PwC Japan Entities are unable to directly check client or other local databases maintained by Member Firms, outside of the PwC Japan Entities. Notwithstanding this separateness, the following additional steps are undertaken when any PwC Japan Entity is the subject of a retention application:

- a. With respect to the debtor and debtor affiliates, the Japan Search Team:
 - i. Initiates cross border check request(s) to the other Member Firm(s) located where the debtors' parent company's headquarters is outside Japan, based upon information provided by the debtors. The applicable Member Firm(s) would be asked to search relevant local databases to identify client or relevant non-client relationships in their jurisdiction.⁵
 - ii. Performs a search of cross border requests previously received from other Member Firms to determine if any involved the debtors or their affiliates;
 - iii. Performs a search using a database system associated with audit and other related independence requirements (the "Independence Database") to identify possible connections with debtor and debtor affiliates to which independence requirements may apply. Each Member Firm is required to input its respective audit clients into the Independence Database, and all Member Firms have access to the Independence Database.⁶ Each restricted entity in the Independence

⁴ PwC LLC is diligently working to complete its searches of **Schedule 1**, which will be completed in advance of the response date to the retention application. PwC LLC will file a supplemental declaration with the Court to the extent any additional relationships need to be disclosed.

⁵ In this case, the Debtors' parent company headquarters is located in Japan. PwC LLC understands that there may be Member Firms who provided services pre-petition to the Debtor, and such Member Firm may continue to provide services during the pendency of the Debtors' chapter 11 cases and in the case of the services being provided to a Debtor, they will, as appropriate, be separately retained.

⁶ Inputting audit and attest client information into the Independence Database is pursuant to a policy adopted by Member Firms so that such relationships are tracked in connection with such Member Firm's independence requirements.

Database has a designated individual(s) responsible for approving and monitoring services for entities included in its corporate tree. The Independence Database includes audit clients of the various Member Firms, as well as certain other clients and non-clients thereof. In addition, once a PwC Japan Entity is engaged to provide services for debtors during their bankruptcy cases, an indicator is placed in the Independence Database that is available to other Member Firms to indicate bankruptcy-related restrictions may exist; and

- iv. Once a PwC Japan Entity is engaged to provide services for debtors during their bankruptcy cases, an indicator is placed in a PwC Japan Entity's system attached to the debtors to indicate bankruptcy-related restrictions may exist. The indicator remains through emergence from bankruptcy (or dismissal). Such bankruptcy-related restrictions are identified to other Member Firms if they request a search of those entities.

b. With respect to the other parties in interest, the Japan Search Team also:

- i. Performs a search of cross border requests received from other Member Firms (described above) in connection with potential engagements to perform services for other Japan-domiciled parties in interest; and
- ii. Reviews the parties in interest to determine if other Member Firms are identified therein.

10. PwC Japan Entities have relationships with thousands of clients and other parties, some of which may be creditors of the Debtors or other Potential Parties in Interest. One or more of the PwC Japan Entities may:

- a. have provided, currently provide, and/or may provide in the future professional services to certain of the Potential Parties in Interest in matters unrelated to the chapter 11 cases; and
- b. have provided or may currently provide services, and likely will continue to provide services, to certain creditors of the Debtors and various other parties potentially adverse to the Debtors, in matters unrelated to the chapter 11 cases, except as may be otherwise set forth herein.

11. One or more of the PwC Japan Entities and/or the partners/principals/other professionals of such PwC Japan Entities may:

- a. have had, currently have, and/or may have in the future ordinary course banking or other relationships with certain of the Potential Parties in Interest; and
- b. have obtained, currently obtain or will in the future obtain goods or services from one or more of the Potential Parties in Interest in matters unrelated to these chapter 11 cases.

12. To the best of my knowledge, based on the above search process, PwC LLC has determined that certain relationships, identified on **Schedule 2**, should be disclosed as follows:

- a. One or more of the PwC Japan Entities provide services in matters unrelated to the chapter 11 cases to certain of the Debtors' creditors and other Potential Parties in Interest or their affiliates listed on Schedule 2.
- b. As part of its diverse practice, the PwC Japan Entities appear in numerous cases, proceedings, and transactions that involve many different professionals, including attorneys, accountants, and financial consultants who may represent the Debtors, creditors, and/or Potential Parties in Interest in these chapter 11 cases.
- c. One or more of the PwC Japan Entities have in the past performed, and may in the future perform, in matters unrelated to these chapter 11 cases, assurance, tax, consulting, and/or financial advisory services for other professionals, including attorneys, accountants, and financial consultants who may represent the Debtors, creditors, and Potential Parties in Interest in these chapter 11 cases.
- d. One or more of the PwC Japan Entities may in the past, may currently, or may in the future be represented, in matters unrelated to these chapter 11 cases, by various attorneys, and law firms, some of whom may be involved in these chapter 11 cases.
- e. One or more of the PwC Japan Entities may perform services for clients that relate to the Debtors merely because such clients may be creditors or counterparties to transactions with the Debtors and whose assets and liabilities may thus be affected by the Debtors' status. The disclosures set forth herein do not include specific identification of such services.
- f. Certain Potential Parties in Interest may be adverse to and/or involved in litigation matters with one or more of the PwC Japan Entities in connection with matters unrelated to these chapter 11 cases.

13. I do not believe that the ordinary course relationships identified herein impair PwC LLC's ability to objectively perform the contracted-for professional services during these chapter 11 cases, consistent with the professional standards applicable to such services and as required by the Bankruptcy Code.

14. Furthermore, through reasonable inquiry, I do not believe that the partners/principals/other professionals of PwC LLC and/or the other entities in PwC Japan Group that are expected to provide services to Debtors pursuant to the Engagement Letter have any known relation to the United States Bankruptcy Court Judges for the District of Delaware, or the U.S. Trustee for Region 3 or those employed by the Office of the U.S. Trustee for Region 3 for the District of Delaware.

15. From time to time, a PwC Japan Entity partners/principals/other professionals may personally, directly or indirectly, acquire debt or equity securities of a company, which may be one of the Debtors, their creditors, or other Potential Parties in Interest. A policy of the PwC Japan Entities prohibits partners/principals/other professionals from using material non-public information that may come to their attention in the course of their work and all PwC Japan Entity partners/principals/other professionals are barred from trading in securities with respect to which they possess material non-public information. To the best of my knowledge, no partner/principal/other professional who is expected to provide the Professional Services to the Debtors in this engagement has any direct investment in debt or equity securities of the Debtors.

16. The above searches resulted in the disclosures set forth herein and on **Schedule 2**, including the disclosure of certain connections with Potential Parties in Interest that do not relate to the Debtors' chapter 11 cases. Accordingly, subject to the statements made in this Declaration, to the best of my knowledge, information, and belief, based on the searches and queries described

above, I believe that PwC LLC is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, in that neither PwC LLC nor any partner/principal/other professional expected to provide the Professional Services to the Debtors pursuant to the Engagement Letter: (a) is a creditor, an equity security holder, or an insider of the Debtors; (b) is or was, within two years before the Petition Date, a director, officer, or employee of the Debtors; and (c) has an interest materially adverse to an interest of the Debtors’ estates or of any class of creditors or equity security holders, by reason of a direct or indirect relationship to, connection with, or interest in, the Debtors or for any other reason. Accordingly, I believe that PwC LLC is eligible for retention by the Debtors.

17. Despite the efforts described above to identify and disclose connections with Potential Parties in Interest in these chapter 11 cases, because of its size and numerous employees, PwC LLC is unable to state with certainty that every client representation or other connection has been identified and disclosed. If PwC LLC discovers additional material information that it determines requires disclosure, a supplemental disclosure will be promptly filed with the Court. Except as otherwise set forth herein, to the best of my knowledge, neither PwC LLC nor any of the PwC Japan Entities currently perform, nor during the period of PwC LLC’s retention in these chapter 11 cases, will perform, services for any entity listed on **Schedule 2** in matters related to the Debtors or their chapter 11 cases.

Prepetition Services

18. In the 90 days prior to the Petition Date, PwC LLC was paid JPY 90,000,000, all of which was on account of prepetition prepayments including the Fixed Fee of JPY 30,000,000 for June 2025. No payments were made by the Debtors for non-prepayment payments on account of prepetition services performed for the Debtors.

19. As of the Petition Date, no PwC Japan Entity was owed any money by the Debtors on account of prepetition services that any PwC Japan Entity performed.

Scope of Services

20. Subject to further order of the Court, and as set forth more fully in the Engagement Letter outlined herein, in consideration for the compensation contemplated therein, PwC LLC will render the following services, (the “Professional Services”), which are performed at the Debtors’ request, as agreed to by PwC LLC and consistent with and pursuant to the terms and conditions of the Engagement Letter:

From June 11, 2025 to June 30, 2025

- a. Support the Debtors for successful completion of the Rescheduling Process (as defined in the Engagement Letter), including but not limited to the following.
 - i. Advice on business and repayment plan acceptable to Japanese banks;
 - ii. Support for consultations and Q&A coordination with major banks;
 - iii. Support for raising funds through the use of the back up facility (either amending existing facility or by preparing a new facility); and
 - iv. Support for the examination and implementation of communication strategies with each bank to obtain consent.
- b. In relation to the above, support the Debtors to conduct necessary explanations to and negotiations with key stakeholders, including but not limited to the following:
 - i. Advice on negotiations with prepetition lenders; and
 - ii. Review and provide comments for revisions to the materials prepared by the Debtors or other advisors.

From July 1, 2025 to September 30, 2025

- a. Support the Debtors for successful completion of the Rescheduling Process (as defined in the Engagement Letter), including but not limited to the following.
 - i. Advice on business and repayment plan acceptable to Japanese banks;
 - ii. Support for consultations and Q&A coordination with major banks; and
 - iii. Support for the examination and implementation of communication strategies with each bank to obtain consent.
- b. In relation to the above, support the Debtors to conduct necessary explanations to and negotiations with key stakeholders, including but not limited to the following:

- i. Advice on negotiations with prepetition lenders, Nissan, main suppliers; and
- ii. Review and provide comments for revisions to the materials prepared by the Debtors or other advisors.

21. Should the Debtors request that PwC LLC perform additional services not contemplated by the Engagement Letter, the Debtors and PwC LLC will mutually agree upon such services and fees in writing in advance of the provision of such services. In the event the additional services require an amendment to or statement of work with respect to the Engagement Letter, or entry into a separate engagement letter, I understand that the Debtors shall file notice of such documents with the Court, together with a supplemental declaration if appropriate, in accordance with the Court's approval procedures and the terms of the Proposed Order. Provided no objection is timely filed to the proposed services and agreements, PwC LLC will continue to provide the requested services subject to any prior order entered by the Court on PwC LLC's retention.

22. Subject to PwC LLC's compliance with applicable professional standards in performing the contracted-for services, PwC LLC shall cooperate with the Debtors to avoid unnecessary duplication of services provided by PwC LLC and any of the Debtors' other retained professionals in these chapter 11 cases.

Professional Compensation

23. Pursuant to the terms and conditions of the Engagement Letter, and subject to the Court's approval, PwC LLC is providing Professional Services under a fixed fee arrangement. The following outlines the proposed compensation structure that is set forth in the Engagement Letter (the "Fee and Expense Structure"):

- a. *Monthly Retainer.* The advisory services engagement is a fixed fee arrangement, exclusive of expenses, whereby PwC LLC has agreed to be paid a total of JPY 30,000,000⁷ monthly for June 2025, JPY 22,000,000 monthly for the period from

⁷ The Fixed Fee of JPY 30,000,000 for June 2025 was paid prior to the Petition Date, all of which was on account

July 2025 to August 2025, and JPY 17,000,000 for September 2025 (the “Fixed Fee”).

- b. *Milestone Fee*. A milestone fee of JPY 100,000,000 will be payable upon the successful completion of the Rescheduling Process (the “Milestone Fee”). The Debtors shall pay the Milestone Fee less (up to a maximum of five months) of any Monthly Retainers already paid.
- c. Prepetition, PwC LLC received JPY 30,000,000 as the Fixed Fee for June 2025.

24. PwC LLC will invoice the Debtors for actual, reasonable, and necessary expenses during these chapter 11 cases, including travel and lodging, and other expenses incurred in providing the Professional Services.

25. PwC LLC’s retention by the Debtors is conditioned upon its ability to be retained in accordance with its customary terms and conditions of engagement, including the proposed compensation arrangements set forth in the Engagement Letter. PwC LLC believes that the Fee and Expense Structure in the Engagement Letter is consistent with, and typical of, compensation arrangements charged by professional services firms of similar caliber and experience for engagements of similar size and complexity, both in and out of bankruptcy. PwC LLC further believes that the Fee and Expense Structure is market-based and reasonable considering PwC LLC’s knowledge and experience.

26. For all engagements to be approved by the Court, PwC LLC will apply to the Court for allowances of compensation and reimbursement of expenses in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Fee Guidelines, any applicable orders of the Court, and in accordance with the terms and conditions of the Engagement Letter.

of prepetition prepayments. No payments were made by the Debtors for non-prepayment payments on account of prepetition services performed for the Debtors.

27. It is not the practice of PwC LLC's professionals to keep detailed time records in one-tenth-of-an-hour (0.10) increments as customarily kept by attorneys who are compensated subject to approval of the Court. Instead, PwC LLC's customary practice is to keep reasonably detailed records of services rendered during the course of an engagement in half-hour (0.50) increments. PwC LLC will provide the following in its monthly, interim, and/or final fee applications: (a) a narrative summarizing each project category and the services rendered under each project category; (b) a project-category based summary of services rendered to the Debtors, identifying each professional rendering services, the number of hours expended by each professional, and the amount of compensation requested with respect to the services rendered; and (c) reasonably detailed records of time, in half-hour (0.50) increments for fixed fee engagements and in tenth of an hour (0.10) increments for hourly fee arrangements, describing the services rendered by each professional and the amount of time spent on each date. Given the nature of the Professional Services, PwC LLC believes that such billing format and associated time details will be sufficient for the Debtors and other parties in interest to make informed judgments regarding the nature and appropriateness of PwC LLC's services and fees.

28. The terms and conditions of the Engagement Letter, including the Fee and Expense Structure, were negotiated at arm's length and reflect the parties' mutual agreement as to the substantial efforts that will be required by these engagements.

29. PwC LLC may be assisted by professionals from other Member Firms, including one or more of the PwC Japan Entities, to provide services under the Engagement Letter as subcontractors to PwC LLC. Notwithstanding anything to the contrary in the Engagement Letter, during PwC LLC's retention in these chapter 11 cases, PwC LLC will not use the services of such other Member Firms to perform the contracted-for services unless a search of such Member Firm's

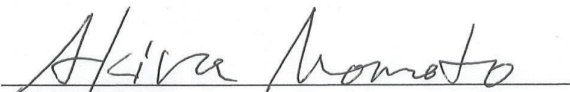
connections is performed and applicable disclosures, if any, are made, either as part of **Schedule 2** or such Member Firm's own declaration of disinterestedness.⁸

30. PwC LLC has received no promises regarding compensation in these chapter 11 cases other than in accordance with the Bankruptcy Code and as set forth in this Declaration. PwC LLC has no agreement with any non-affiliated or unrelated entity to share any compensation earned in the chapter 11 cases.

⁸ PwC LLC understands that there may be Member Firms who provided services pre-petition to the Debtor, and such Member Firm may continue to provide services during the pendency of Debtor's chapter 11 cases and in the case of the services being provided to a Debtor, they will, as appropriate, be separately retained.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that, after reasonable inquiry, the foregoing is true and correct to the best of my knowledge, information, and belief.

Dated: July 11, 2025


Akira Nomoto
Partner
PwC Advisory LLC

Schedule 1

Potential Parties in Interest

Schedule 1

Potential Parties in Interest

09 SOLUTIONS
3M POLAND SP Z O.O.
A BENEVENUTA SPA
A. BENEVENUTA & C. S.P.A.
A.AGRATI S.P.A.
A.D. DEVICE CORPORATION
ACCENTURE SPA
ACCIAI SPECIALI TERNI S.P.A
ACCIONA GREEN ENERGY
ACE AMERICAN INSURANCE COMPANY (CHUBB)
ACE PROPERTY & CASUALTY INSURANCE COMPANY (CHUBB)
ACTION AGENC CARGAS LTDA.
ADECCO FRANCE
ADECCO ITALIA S.P.A
ADECCO SPOL. S R.O.
ADECCO TT SA
ADMINISTRACION GUBERNAMENTAL INGRESOS PUBLICOS BUENOS AIRES
ADMINISTRACION GUBERNAMENTAL INGRESOS PUBLICOS BUENOS AIRES
ADVANCED COMPOSITES INC
AEA SRL
AFTERMARKET LLINARS DEL VALLES: CC.OO
AGENCIA TRIBUTARIA
AGENZIA DELLE DOGANE
AGENZIA DELLE ENTRATE
AGENZIA DELLE ENTRATE - DIREZIONE REGIONALE DEL PIEMONTE
AGENZIA DELLE ENTRATE - DIREZIONE REGIONALE DELLA LOMBARDIA
AICHI PREFACTURE
AIG
AIR LIQUIDE ITALIA SERVICE SRL
AIRBOSS FLEXIBLE PRODUCTS CO
AIRGAS USA LLC
[CONFIDENTIAL]

AKIN GUMP STRAUSS HAUER & FELD LLP
ALANNA ABRAHAMSON
ALFA PLASTIK, A.S.
ALICON CASTALLOY LTD
ALIMAQ S.A. DE C.V.
ALIXPARTNERS LLP
AL-KOR MAKINA KALIP SAN TIC.A.ÅŽ.
ALLIANZ
ALLIANZ ARGENTINA COMPAÑIA DE SEGUROS SOCIEDAD ANONIMA
ALLIANZ GLOBAL CORPORATE & SPECIALTY SE
ALLIANZ GLOBAL RISKS US INSURANCE COMPANY
ALLIANZ INSURANCE PLC
ALLWORKS S. R. O.
ALPHA (GUANGZHOU) AUTOMOTIVE PARTS CO., LTD.
ALPHA CORPORATION (787)
ALPIPRESS SRL
ALPREMA SA DE CV
ALPS ALPINE EUROPE GMBH
ALTAI GATE SARL (SVP)
ALTEN ITALIA SPA
ALTUGLAS S.R.L.
ALTUGLAS, LLC
ALVAREZ AND MARSAL
ALW INDUSTRY, S.R.O.
AMBARELLA
AMD INC.
AMERICAN MITSUBA CME CORP
AMIL ASSITENCIA MEDICA INTERNACIONA
AML AUTOMOTIVE ACTIVE MODULES
AML SYSTEMS
AMS
AMS-OSRAM AG

Schedule 1

Potential Parties in Interest

AMS-OSRAM ASIA PACIFIC PTE. LTD
AMS-OSRAM USA INC
ANALOG DEVICES INTERNATIONAL UC
ANAQUA SERVICES INC
ANCHOR BAY PACKAGING DE MEXICO
ANDREA CESARE FERRARA
ANDREW R. VARA
ANFIA AUTOMOTIVE S.C.R.L.
ANHUI RUITENG AUTOMOTIVE
ANJYO CITY
ANSYS ITALIA SRL
ANTALA INDUSTRIA SL
AON ADVISORY AND SOLUTIONS S.R.L.
AON JAPAN
AON PLC
AON S.P.A. INSURANCE & REINSURANCE
AON SPA
[CONFIDENTIAL]
[CONFIDENTIAL]
AOZORA BANK, LTD.
AOZORA LOAN SERVICES
APERAM INOX AMERICA DO SUL S A
APERAM STAINLESS & SOL.ARG S.A
APOLLO GLOBAL MANAGEMENT, INC.
APTIV MANUFATURA E SERVICOS DE
APTIV SERVICES ITALIA S.R.L
AQCF-R
ARAI AXON CORPORATION
ARCELORMITTAL BRASIL S A
ARCESE TRASPORTI S.P.A.
ARIAS LOGISTICS, INC.
ARRIVA ITALIA SRL
ARROW ELECTRONIC ASIA(S) PTE LTD
ARROW ELECTRONICS
ARROW ELECTRONICS ITALIA SRL
ARROW FRANCE S.A.

ARTAX SRL
ARTRON SUZHOU CO.,LTD.
ARTURO ALVAREZ
ARUP ALU-ROHR UND PROFIL GMBH
ARVEDI METALFER DO BRASIL SA
ARVIN SANGO
ARVIN SANGO INC.
ASAFO & CO.
ASCEND PERFORMANCE MATERIALS EUROPE
ASHTON GATE SARL
ASIA SHIPPING TRANSPORTES
ASSICURATRICE MILANESE
ASSOCIATED SPRING BRL LTDA
ASSOCIATED SPRING MEXICO SA
ATMOS ENERGY CORPORATION
ATRADIUS CREDITO Y CAUCION S.A.
ATUGI CITY
AU OPTRONICS CORPORATION
AUBAY ITALIA S.P.A.
[REDACTED]
AUO CORPORATION
AURES SP. Z O.O.
AUTOCAM DO BRASIL USINAGEM LTDA
AUTOLIV CO., LTD. (FORMERLY AUTOLIV JAPAN)
AUTOLIV FRANCE
AUTOMOTIVE AMIENS
AUTOMOTIVE L.MALAYSIA SDN.BHD
AUTOMOTIVE LIGHTING UK LIMITED
AVANCI
AVNET
AVNET CO., LTD.
AVNET EMG FRANCE SA
AVNET EMG ITALY SRL
AVNET EUROPE COMM VA
AVNET IBERIA SL
AVNET K.K.

Schedule 1

Potential Parties in Interest

AVNET TECHNOLOGY HONG KONG LIMITED
AVON TSA LIMITED
ÄŽENGÄÆZEL TUR OTOMOTÄ°V TÄ°C.SAN.LTD.ÄŽ
B.M.W. AG
BAIER & MICHELS SRL
BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LIMITED
BAKER & MCKENZIE ABOGADOS SC
BAKER & MCKENZIE LLP
BANCA UBAE S.P.A.
BANCO BPM S.P.A.
[CONFIDENTIAL]
[CONFIDENTIAL]
[CONFIDENTIAL]
[CONFIDENTIAL]
[CONFIDENTIAL]
BANCO SANTANDER BRASIL S.A
BANDEIRANTES DEICMAR LOGISTICA INTE
BAOLONG SALZGITTER (ANHUI) HYDROFOR
BARBERÄ DEL VALLES: CC.OO; CGT; UGT
BARCELONA PROVINCIAL COUNCIL
BASELL POLIOLEFINAS LTDA
BASF
BASF CATALISADORES LTDA
BASF CATALYSTS GERMANY GMBH
BASF CATALYSTS ITALIA SRL
BASF CATALYSTS POLSKA SP. Z O.O.
BASF CORPORATION
BASF ITALIA SPA
BASF MAROC SA
BASF S.A
BASF SPOL. S R.O.
BAXY LIMITED
BAYARD PA
BBP KUNSTSTOFFWERK

BEACON
BEHR HELLA THERMOCONTROL (SHANGHAI)
BEIJING ZHONGYONG AUTO PARTS CO LTD
BELL NORTHERN RESEARCH (BNR)
BENJAMIN HACKMAN
BERJAYA SOMPO
BER-NAK TURÄ°ZM TEKS. NAK.GIDA SAN.T
BESTEX KYOEI CORPORATION
BETA-TRANS SPA
BETZ UG
BFX BORRACHAS AUTOMOTIVAS EIRELI
BIANCHIN E POLI SRL
BIELSKO LOGISTICS SP. Z O.O.
BIESTERFELD PLASTIK TIC.A.S.
BIFRANGI SPA
BILPLAST S.A.
BIN HWEE QUEK
BITRON
BITRON DE MEXICO SA DE CV
BITRON ELECTRONIC CHINA CO.,LTD
BITRON POLAND SP. Z O.O.
BIZLINK TECH INC.
BMW AG
BMW GROUP
BMW GROUP INTERNATIONAL
BOARDMAN MOLDED INTERNATIONAL, LLC
BOC LIMITED
BOELLHOFF VERBINUNGSTECHNIK GM
BOLLHOFF INC.
BOLLHOFF S.A. DE C.V.
BOMCHIL
BONTECK PRECISION (DONGGUAN) CO.LTD
BONTECK PRECISION CO. LTD
BOREALIS AG

Schedule 1

Potential Parties in Interest

BORGWARNER RZESZOW SP Z O O
BORROMINI SRL
BOSCH AUTOMOTIVE PARTS (CHANGSHA) CO., LTD.
BOSCH CORPORATION
BOSCH GROUP
BOSE AUTOMOTIVE LLC
BOUVERAT INDUSTRIES
BREMBO MEXICO S.A. DE C.V.
BREMBO NV
BREMBO POLAND SP. ZOO
BRENTA GROUP SPA
BROADCOM (AVAGO)
BROVEDANI S.P.A.
BTV TECHNOLOGIES GMBH
BUECHNER KUNSTSTOFFPRODUKTE GMBH
BULK MOLDING COMPOUNDS DO BRASIL IN
BURDOCK
BUSHU KOGYO CO., LTD.
BUZZ OATES MANAGEMENT SERVICES
C & J TECH ALABAMA INC.
C AND S PLASTIC LLC
C.H. ROBINSON EUROPE B.V.
C.H. ROBINSON GLOBAL FORWARDING
C.H. ROBINSON WORLDWIDE, INC.
C.M.C. S.R.L.
C.R.F.SOC.CONSORTILE PER AZIONI
CADENCE DESIGN SYSTEMS SRL
CAIXA ECONOMICA FEDERAL
CALSONIC KANSEI (SHANGHAI) CORPORATION
CALSONIC KANSEI KOREA CORPORATION
CAPGEMINI ITALIA S.P.A.
CAPRONI JOINT STOCK COMPANY
CAPRONI JSC
CAPSTONE FABRICATION LLC

CARE INSUMOS INDUSTRIALES SA DE CV
CBG AUTOMATION S.R.O.
CELANESE SALES GERMANY GMBH
CEMIG DISTR S A
CEMM THOME CORP
CEMM THOME SK S.R.O.
CEMM THOME SK SPOL S.R.O.
CENTRE DES FINANCES PUBLIQUE
CENTRE DES FINANCES PUBLIQUES
CENTRE DES FINANCES PUBLIQUES-SERVICE DE GESTION COMPTABLE
CESTA BASICA BRASIL COMERCIO DE ALI
CEVA LOGISTICS ITALIA SRL
CEVA LOGISTICS POLAND SP. Z O.O.
CEVA GROUND LOGISTICS POLAND SP. Z
CEVA GROUND LOGISTICS SLOVAKIA S.R.
CEVA LOGISTICS ESPAÑA, SLU
CEVA LOGISTICS ITALIA SRL ITALIA SR
CEVA LOGISTICS POLAND SP.ZOO
CFDT
CFE SUMINISTRADOR DE SERVICIOS BASI
CFE-CGC
CFTC
CGT
CHANGCHUN CENTURY
CHANGCHUN FAWAY
GAOXINAUTOMOTIVE
CHANGCHUN LIHE NEW MATERIAL CO., LT
CHANGCHUN MARELLI AUTOMOTIV LIGHTING SYSTEM CO. LTD. LABOR UNION
CHANGCHUN MARELLI AUTOMOTIVE LIGHTING SYSTEM CO. LTD.
CHANGCHUN MARELLI POWERTRAIN COMPONENTS CO.LTD.
CHANGCHUN TIANLONG
CHASSIS BRAKES INTERNATIONAL
CHEP ITALIA SRL
CHIEF JUDGE KAREN B. OWENS
CHIEN TAI INDUSTRY CO., LTD

Schedule 1

Potential Parties in Interest

CHIN POON(CHANGSHU)ELECTRONICS CO.,
CHINA CIRCUIT TECH(SHANTOU)CO.,LTD
CHINA CIRCUIT TECHNOLOGY (EUROPE) G
CHINA CIRCUIT TECHNOLOGY EUROPE
CHINA POST EXPRESS& LOGISTICS CO.,
CHINA STAR OPTOELECTRONICS INTERNAT
CHINA TOOL JV IMS LLC
CHINATOOL UK LTD
CHIN-POON (CHANGSHU) ELECTRONICS CO., LTD.
CHIN-POON INDUSTRIAL CO LTD
CHONGQING CHAOLI ELECTRIC APPLIANCE COMPANY LTD.
CHONGQING CHAOLI ELECTRIC CO., LTD.
CHRISTINE GREEN
CHRONO EXPRESS SRL
CHUBB
CHUBB EUROPEAN GROUP
CHUBB SEGUROS ARGENTINA SA
CI BANCO SA IBM FIDEICOMISO CIB 240
CIA PAULISTA FORCA
CICLOPE COMPONENTES AUTOMOTIVO
CICOR HARTLEPOOL LTD
CIE COMPIEGNE SAS
CIE NORMA
CIE PLASTY CZ, S.R.O.
CIE UNITOOLS PRESS A.S.
CITY HAMAMATSU
CITY HIROSHIMA
CITY KAMA
CITY KARITA
CITY NAKATSU
CITY NIHONMATSU
CITY OF BOWLING GREEN, OH
CITY OF SOUTHFIELD, MI
CITY OTSU

CITY SAITAMA
CITY SANO
CITY USA
CITY YOKOHAMA
CITY YOSHIMI
CK ADJUSTMENTS
CK TRADING DE MEXICO, S. DE R.L. DE C.V.
CLAMASON SLOVAKIA S.R.O.
CLARIOS ENERGY SOLUTIONS BRASIL
CLUJ NAPOCA AEROPORT
CLUJ: SINDICATUL IT TIMISOARA
CLYDESDALE ENGINEERING LIMITED
CMA INDŪŠTRIA DE COMPONENTES PLŅ• STI
CMC SRL
CMK CORPORATION
CMS SPA
CNC LOGISTIC S DE RL DE CV
CNC LOGISTICS COMPANY
COFACE
COFAP CIA FABRICADORA DE PECAS
COFAP FABRICADORA DE PECAS LTDA
COGEME PRECISION PARTS INDIA PVT LT
COGEME SET RO SRL
COKO-WERK POLSKA SP. Z O.O.
COLE SCHOTZ PC
COLLECTED STRATEGIES
COLNY URAD KOSICE
COLUMBIA GAS OF OHIO
COMAU S.P.A.
COMEC ITALIA SRL
COMPAGNIE FRANCAISE D'ASSURANCE POUR LE COMMERCE EXTERIERUR S.A.
COMPANHIA SIDERŅŠRGICA NACIONAL
COMPARTEC SAPI DE CV
COMPASS GROUP ITALIA SPA

Schedule 1

Potential Parties in Interest

COMPONENTS ADJUSTMENTS	DAEHA ENTERPRICE
COMTECH INDUSTRIA E COMERCIO DE MAQ	DAFEN WAREHOUSING SOLUTIONS
CONFEDERACIÓN DE TRABAJADORES DE MÉXICO (CTM)	
CONFEDERACIÓN REVOLUCIONARIA DE OBREROS Y CAMPESINOS (CROC)	DAIMARU KOGYO CO., LTD.
CONSUMERS ENERGY	DAIMLER
	DALIAN AREA TAXATION BUREAU OF CHINA (LIAONING) PILOT FREE TRADE ZONE, STATE ADMINISTRATION OF TAXATION
CONTINENTAL AUTOMOTIVE CHANGCHUN	DALIAN DEMAISI PRECISION TECHNOLOGY CO., LTD.
CONTINENTAL AUTOMOTIVE CZECH REPUBL	DALIAN FORESIGHT AUTOMOTIVE PARTS CO., LTD.
CONTINENTAL AUTOMOTIVE ELECTRONICS (CHANGCHUN) CO., LTD. JINGYUE BRANCH	DALIAN HANDAO CRESCENT PRECISION MACHINERY CO., LTD.
	DALIAN HI-TECH INDUSTRIAL PARK TAXATION BUREAU, STATE ADMINISTRATION OF TAXATION
CONTINENTAL AUTOMOTIVE FRANCE SAS	DAMATIC
CONTINENTAL AUTOMOTIVE LITHUANIA	DAŇOVÝ ÚRAD BRATISLAVA
CONTINENTAL BRAKES ITALY SPA	DANYANG TIANCHEN AUTOMOTIVE PARTS
COSMA GROUP S.R.L.	DASSAULT SYSTEMES ITALIA SRL
COSTANTIN INNOVATION S.R.L.	DAVID SLUMP
COVESTRO	DAVIS POLK & WARDWELL LLP
COVESTRO (SHANGHAI) INVESTMENT CO.,	DAVISA DESARROLLOS INMOBILIARIOS
COVESTRO DEUTSCHLAND AG	DBM REFLEX ENTERPRISES INC
COVESTRO GMBH	DEBONY USINAGEM DE PRECISAO LTDA
COVESTRO INDUSTRIA E COMERCIO	DELPHI PACKARD ELECTRICAL ELECTRONIC ARCHITECTURE
	DELTA ELECTRONICS (THAILAND PCL.)
COVESTRO INTERNATIONAL SA	DELTA ELECTRONICS (THAILAND)
COVESTRO LLC	DELTA ELECTRONICS (THAILAND) PUBLIC
COVESTRO S.R.L.	DEMGY FAGARAS SRL
COVESTRO SA DE CV	DEMOAUTOPLAST S.R.O.
COWWIN TECH CO., LIMITED	DEUTSCHE BANK
CRF S.C.P.A.	DEUTSCHE BANK AG
CSN COMPANHIA SIDERURGICA NACIONAL	DEVELOPMENT BANK OF JAPAN INC. (DBJ)
CT AUTOMOTIVE SYSTEMS DE MEXICO	
CTC EXTERNALIZACION S.L.U.	DEVELOPMENT BANK OF SINGAPORE (DBS)
CUSTOM AUTHORITY/THE CENTRAL BOARD OF EXCISE & CUSTOMS	
D S SCHIAVETTO E CIA LTDA EPP	DHL EXPRESS (ITALY) SRL

Schedule 1

Potential Parties in Interest

DHL EXPRESS (SLOVAKIA) SPOL. S.R.O.	DRUGI URZĄD SKARBOWY WARSZAWA-ŚRÓDMIEŚCIE
DHL GLOBAL FORWARDING SP. ZOO	DTE ENERGY
DHL METROPOLITAN LOGISTICS SC MEXIC	DUMAREY POWERGLIDE STRASBOURG
DIALOG	DYNAMIC FRANK SDN BHD
DIAMOND (BEIJING) MACHINERY	EASY SOLUTION LOGISTICA LTDA
DINESH PALIWAL	EASYFLYERS LOGISTICS LIMITED
DIODES ZETEX GMBH	EASYFLYERS LOGISTICS LIMITED (SIN R)
DIOMA S.R.L. SOC. UNIPERSONALE	EBS ELETTRONICA SRL
DION WYNN	ECCIM METALĂȘRGICA LTDA
DIRECTIA GENERALA DE ADMINISTRARE A MARILOR CONTRIBUABILI	EDENRED MEXICO S.A. DE C.V.
DIRECTION REGIONALE DES IMPOTS DE TANGER	EDF ENTREPRISES
DIREZIONE PROVINCIALE I DI MILANO - UFFICIO TERRITORIALE MAGENTA	EDISON NEXT POLAND SP. Z O.O.
DISCHARGE PRECISION PROCESSING LABORATORY	EDITH A. SERRANO
DM CONTROL SA DE CV	EDM S DE RL DE CV
DN AUTOMOTIVE	EHLEBRACHT SLOWAKEI, S.R.O.
DN AUTOMOTIVE ITALY SRL UNIPERSONAL	EION SRL
DN AUTOMOTIVE MEXICO SA DE CV	EJOT GMBH & CO KG KUNSTSTOFFTECHNIK
DN AUTOMOTIVE POLAND SP. Z O.O.	EKOL TRANSPORT A.ĀŽ.
DOCTER OPTICS SE	ELECTROPOLI POLAND SP Z OO
DODUCO TECHNICAL SOLUTIONS GMBH	ELEKTROMET MAKĀ°NA SAN.TĀ°C.LTD.ĀŽTĀ°.
DOGA OTOMOTIV ELEK.MAK.SAN.TIC	ELEMATEC CO., LTD.
DOGANE (BETA-TRANS)	ELIN ELECTRONICS LIMITED
DOMINANT SEMICONDUCTORS	ELIZABETH THOMAS
DONGGUAN BAOJINSHAN HARDWARE PRODUCTS CO., LTD.	ELMOS SEMICONDUCTOR AG
DONGGUAN GUANGZE AUTOMOTIVE TRIM CO., LTD.	ELNA CO., LTD.
DONGGUAN ZHUSHENG PRECISION METAL TECHNOLOGY CO., LTD.	ELOY COGUETTO
DOSTAWCY ROZNI KRAJ	ELTEK SPA
[CONFIDENTIAL]	ELVAC A. S.
DR. PUNITA KUMAR-SINHA	ELVAC USA LLC
DR. SHELENE SANTANA	EMBALATEC INDL LTDA

Schedule 1

Potential Parties in Interest

EMCN (SHANGHAI) CO., LTD.
EMPIRE ELECTRONICS, INC
ENDURANCE ASSURANCE CORPORATION (SOMPO)
ENEFIT SP. Z O.O
ENEL ENERGIA S.P.A.
ENFU COMMERCIAL (SHANGHAI) CO., LTD.
ENGIE ITALIA SPA
ENGIE POWER LIMITED
ENGINEERING D.HUB S.P.A.
ENNOVI ADVANCED MOBILITY SOLUTIONS
ENVALIOR ENGINEERING MATERIALS INC
ENVALIOR INDUSTRIA DE MATERIAIS
ENVIRONMENTAL CONTROL AGENCY OF SAO PAULO STATE
EPTIX ELECTRONICS INC.
EQUIPEMENTS SCIENTIFIQUES SA
ERGO HESTIA
ESEX SRL
ESSEX GERMANY GMBH
ESSOR INSURANCE
ESTATE REVENUE OFFICE
ETAS GMBH BRANCH IN ITALY
E-TOOLING LIMITED
EUROCIR SA
EUROCIR SA EURO
EUROCIR SAU
EUROPARTNERS MEXICO SA DE CV
EUROPARTNERS MEXICO SA DE CV (SIN R)
EUROPEAN COMMISSION
EUROSCATOLA SPA
EUROTRANCIATURA S.P.A
EVCO PLASTICS DE MEXICO S DE RL DE
EVERBRITE TECHNOLOGY CO LTD
EVOLUTION LOGISTICS
EWA KRUPA

EXEL INC
EXEL INC. DBA DHL SUPPLY CHAIN US
EXIDE TECHNOLOGIES SRL
EXPRESSO NEPOMUCENO SA
EXZONE PRECISION ENGINEERING SB
F.A.M. SRL
F.LLI LUCCO BORLERA SRL
FA KROSNO SA
FABRIZIO RIGHETTI
[CONFIDENTIAL]
FAGOR EDERLAN S. COOP.
FAIRFAX INSURANCE GROUP
FAIST COMPONENTI SPA
FARMINGTON CASUALTY COMPANY (TRAVELERS)
FAURECIA CLARION ELECTRONICS CO., LTD.
FAURECIA CLARION ELECTRONICS EUROPE
FAURECIA SISTEMAS DE ESCAPE PORTUGA
FAZHIYUAN ELECTRIC CO., LTD.
FCA MEXICO, S.A. DE C.V.
FCA PARTECIPAZIONI S.P.A.
FCA POLAND SP. Z O.O.
FCA SECURITY S.C.P.A.
FCA SECURITY SCPA
FCA US LLC
FEDERAL INSURANCE COMPANY
FEDERAL REVENUE OFFICE
FEDERMANAGER
FERGUSONS TRANSPORT
FERNANDO VIVANCO
FIDEICOMISO MAESTRO IRREVOCABLE DE
FIDIS S.P.A.
FILOSTAMP S.R.L.
FIM-CISL
FINANČNÍ ÚŘAD PRO KRAJ VYSOČINA

Schedule 1

Potential Parties in Interest

FINANCNI URAD PRO MORAVSKOSLEZSKY KRAJ	FORMPLAST PURKERT S.R.O.
FINANZAMT CHEMNITZ-SÜD	FORMULA PLASTICS
FINANZAMT HEILBRONN	FORNITORE X RIPRESA
FINANZAMT MÜNCHEN	FORNITORI DIVERSI
FINANZAMT REUTLINGEN	FORTRESS CREDIT ADVISORS, LLC
FIOM -CGIL	FOSHAN DONGYANG AUTOMOTIVE PARTS CO., LTD.
FISCHER MEXICANA SA DE CV	FOSHAN LIANJU PLASTICS CO., LTD.
FISCHER STAINLESS STEEL TUBING URUG	FOSHAN NANHAI DISTRICT STATE TAXATION BUREAU DANZAO TAXATION BRANCH OFFICE
FISCHER TUBTECH SA DE CV	FOSHAN RIKE HEAT RESISTANT MATERIALS CO., LTD.
FISMIC	FOUNDRY ALFE CHEM SRL
FITECH SP. Z O.O.	FRANK HUBER
FLASH BV	FRENCH TAX ADMINISTRATION
FLEETWOOD METAL INDUSTRIES	FREUDENBERG-NOK GENERAL PARTNERSHIP
FLEXFAB LLC	FU YU CORPORATION LIMITED
FLEXIBLE AND GREEN MECHATRONICS	FUJI KIKO CO., LTD.
FLEXIDER AUTOMOTIVE BRASIL LTDA	FUJI PRESS CORPORATION
FLEXIDER POLAND SP Z.O.O	FUJICHEM SONNEBORN LTD.
FLEXIDER POLAND SPOLKA ZOO	FUKUAI TECHNOLOGY CO., LTD.
FLEXTRONICS COMPUTING(SUZHOU)	FUNDICIONES Y MATRICERIA S.L.
FLEXTRONICS INTERNATIONAL EUROPE BV	FUTABA CORPORATION
FLEXTRONICS INTERNATIONAL KFT	FUTURE ELECTRONICS CORP
FLORENCE CONSULTING GROUP SRL	FUTURE ELECTRONICS HONG KONG LIMITE
FLOWTECH PRECISION MOULDINGS LTD	FUTURE ELECTRONICS INC.
FLUORTECH INDUS. E COMERCIO LTDA	FUTURE ELECTRONICS LTD
FM COATINGS	G V S BRL LTDA
FONDERIA DI TORBOLE S.R.L.	GAC FIAT CHRYSLER AUTOMOBILES CO., LTD.
FONDERIE MARIO MAZZUCCONI SPA	[CONFIDENTIAL]
FONDO DE AHORRO EMPLEADOS TIA	GALICIA ABOGADOS, S.C.
FORD MOTOR COMPANY	GALVANOPLAST BOHEMIA, S.R.O.
FORD WERKE GMBH	GALVANOTECHNIK SPA
FORESIGHT (MEXICO)	GAM-PLAST S.R.L.
FOREZ S.R.O.	GBS TRNAVA
FORMINSA	GCABE PRODUTOS ELETRICOS LTDA

Schedule 1

Potential Parties in Interest

GEBRUDER WEISS SDN BHD
[CONFIDENTIAL]
GEFIT S.P.A
GENERAL AUTO S.R.L.
GENERAL MOTORS
GENERALI ITALIA S.P.A.
GENPACT (UK) LIMITED
GENTHERM (DALIAN) CO., LTD.
GERDAU SA
GERVASONI SPA
GFL ENVIRONMENTAL INC.
GGB BRASIL INDUSTRIA DE MANCAIS
GI GROUP S.P.A.
GI GROUP SP. Z O.O.
GIDE LOYRETTE NOUEL
GIORGIO ROSSI
GK 108 INDUSTRIAL DE PARTES DE AUTO
GLAS USA LLC
GLM COMPONENTS MEXICO SA CV
GLOBKON CZ S.R.O.
GLOSEL CORPORATION
GO DIGIT GENERAL INSURANCE LIMITED
GÓMEZ-ACEBO & POMBO ABOGADOS, S. L. P.
GOTEC PLASTICS GMBH
GOV DO PARANA SECR DE ESTADO DA FAZ
GRANGES ALUMINUM (SHANGHAI) CO., LTD.
GRAN SAPORE BR BRL
GRAN SAPORE BR BRL S A
GRANGES
GRANGES FINSPANG AB

GREEN PASTURE SARL
GREENBERG TRAURIG
GRIFAL S.P.A.
GSP AUTOMOTIVE GROUP WENZHOU CO., L
GST TAX AUTHORITY/THE CENTRAL BOARD OF INDIRECT TAX & CUSTOMS
GUANGDONG DONGYA ELECTRIC CO., LTD.
GUANGDONG EAST-ASIA CO., LTD.
GUANGDONG JOHNSON ELECTRIC CO., LTD.
GUANGDONG KAI DAXING PLASTIC MOLD
GUANGDONG MASUDA SEIAN AUTO PARTS MANUFACTURING CO., LTD.
GUANGDONG SENXIA AUTOMOTIVE TECHNOLOGY CO., LTD.
GUANGDONG ZHIDA PRECISION TUBING MANUFACTURING CO., LTD.
GUANGZHOU DESHENG MACHINERY CO., LTD.
GUANGZHOU HAITIAN PLASTICS CO., LTD.
GUANGZHOU HAITIAN PLASTICS CO., LTD. XIANGYANG BRANCH
GUANGZHOU HENGSHANG PROPERTY CO.,LT
GUANGZHOU HONGLI DISPLAY
GUANGZHOU HONGZHONG AUTOMOTIVE STEEL PARTS CO., LTD.
GUANGZHOU INABATA TRADING CO.,LTD.
GUANGZHOU IWATANI TRADING CO., LTD.
GUANGZHOU JINGJIA AUTO EQUIPMENT CO
GUANGZHOU NAGASE TRADING CO., LTD.
GUANGZHOU NANSHA PINGDAI AUTOMOBILE INDUSTRY PARK CO., LTD.
GUANGZHOU NISSAN TRADING CO., LTD.
GUANGZHOU SHITIAN MATERIALS TECHNOLOGY CO., LTD.
GUANGZHOU TAX ADMINISTRATION
GUANGZHOU YOUCHENG CO., LTD.
GUARNIZIONI INDUSTRIALI
GUARNIZIONI INDUSTRIALI SRL
GULTECH WUXI ELECTRONICS CO (HK) LI

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Potential Parties in Interest

GUMMA PREFACTURE
GUREAK LANEAN, S.A.
GVA GRIMLEY LTD
H.B. FULLER AUSTRIA GESMBH
HAC PACKAGING, LLC
HAIRAM IND E COM AUTO PECAS LTDA
HAMAMATSU CITY
HANGZHOU YUSEI IMPORT AND EXPORT CO
HANNAH M. MCCOLLUM
HANNSTAR DISPLAY (NANJING) CORP.
HANWA CO., LTD.
HARADA INDUSTRIES (EUROPE)LTD
HARADA TSUSHO CO., LTD.
HARISON TOSHIBA LIGHTING (USA), INC
HAUPTZOLLAMT HEILBRONN
HAWA KONDE
HDI GLOBAL SE
HDI SEGUROS
HEFEI HIGH-TECH CO., LTD.
HEFEI HIGH-TECH INDUSTRIAL DEVELOPMENT ZONE TAXATION BUREAU OF THE STATE ADMINISTRATION OF TAXATION
HEFEI MARELLI EXHAUST SYSTEMS CO.LTD.
HELLA DO BRASIL AUTOMOTIVE
HELLA GMBH & CO. KGAA
HELLA KGAA HUECK & CO
HELLA SHANGHAI ELECTRONICS
HELVOET RUBBER & PLASTIC
HENDERSON STAMPING AND PRODUCTION
HENKEL (CHINA) INVESTMENT CO., LTD.
HENKEL AG & CO. KGAA
HENKEL BELGIUM N.V.
HENKEL LTDA

HERITAGE PRODUCTS INC.
HERZUM SOFTWARE SRL
HESTIA CAPTIAL LLC
HIGHLY MARELLI (NANTONG) CAR AIR-CONDITIONING COMPRESSOR CO., LTD.
HIGHLY MARELLI (WUXI) CLIMATE & THERMAL CONTROL SYSTEM CO., LTD.
HIGHLY MARELLI HOLDINGS CO., LTD
HIGHLY MARELLI JAPAN CORPORATION
HILITE GERMANY GMBH
HIPHI
HIRATSUKA CITY
HIROFUMI HIRANO
HIROSAWA AUTOMOTIVE TRIM USA
HIROSE ELECTRIC CO., LTD.
HIROSE ELECTRIC EUROPE B.V.
HIROSHIMA CITY
HIROSHIMA PREFACTURE
HIROTAI AUTOMOTIVE TRIM SA DE CV
HISAO IJIMA
HITACHI ASTEMO CO., LTD.
HM REVENUE AND CUSTOMS
HMC MM AUTO LTD
HOE CORPORATION
HOFMANN MASCHINEN- UND ANLAGENBAU
HOGAN LOVELLS LLP
HOGANAS BRASIL LTDA
HOLLEN S.R.O.
HOLLY DICE
HONDA
HONDA (ACURA)
HONDA TRADING
HONDA TRADING (M) SDN BHD

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Potential Parties in Interest

HONDA TRADING BRASIL LTDA
HONJYO CITY
HOSIDEN BESSON LIMITED
HOULIHAN LOKEY
HOXXIS - GESTAO DE SUPRIM. E FABRIC
HPFS C/O TECNOTRANS SRL
[CONFIDENTIAL]
HU BEI PEAK INTELLIGENCE TECHNOLOGY
HUAFENG ALUMINUM JAPAN CO., LTD.
HUANUOWEI AUTOMOTIVE PARTS (DALIAN) CO., LTD.
HUATAI INSURANCE GROUP LIMITED
HUAWEI TECHNOLOGIES CO., LTD.
HUAWEI TECHNOLOGIES CO.,LTD.
HUBEI HUAZHONG CHANGJIANG PHOTOELEC
HUBEI HUAZHONG MARELLI AUTOMOTIVE LIGHTING CO. LTD
HUBEI LIANGCHENG ATUO PARTS CO., LT
HUBEI XINHE BELL NEW MATERIALS CO., LTD.
HUBEI YUSEI PLASTIC MOULD CO., LTD
ICICI LOMBARD GENERAL INSURANCE COMPANY LIMITED
ICONIC LUBRIFICANTES S/A
IDEMIA FRANCE S.A.S.
IDI COMPOSITES INTERNATIONAL EUROPA
IDI COMPOSITES INTERNATIONAL MEXICO
IDI COMPOSITES INTERNAZIONALE
IGMETALL
IHS MARKIT GLOBAL S.A.R.L.
ILLINOIS UNION INSURANCE COMPANY (CHUBB)
IMI CHINA
IMI CHINA (JIAXING) CO., LTD.
INCOME TAX AUTHORITY/CENTRAL BOARD OF DIRECT TAXES (CBDT)
INDUSTRIA E COMERCIO DE PRODUTOS

INDUSTRIA MECANICA E PLASTICOS GABB
INDUSTRIA METALURGICA MAX DEL LTDA
INDUSTRIAS CAZEL S DE RL DE CV
INDUSTRIE ELEKTRIK GMBH HS
INEOS STYROLUTION EUROPE GMBH
INEVO SRL
INFINEON TECHNOLOGIES (SHANGHAI)
INFINEON TECHNOLOGIES AG
INFINEON TECHNOLOGIES AMERICAS CORP
INFINEON TECHNOLOGIES ASIA PACIFIC
INMOBILIARIA ROCAL
INOVA INDUSTRIA DE MATRIZES LTDA
INSTITUTO MEXICANO DEL SEGURO SOCIA
INTACT SERVICES
INTEGRAL ACCUMULATOR GMBH & CO. KG
INTEGRAL ACCUMULATOR KG
INTEGRATED MICRO ELECTRONICS MEXICO
INTEGRATED MICRO-ELECTRONICS
INTEGRATED MICRO-ELECTRONICS BULGAR
INTEGRATED MICROELECTRONICS BULGARI
INTEGRATED MICRO-ELECTRONICS D.O.O.
INTEGRATED MICRO-ELECTRONICS INC.
INTEGRATED MICRO-ELECTRONICS, INC.
INTEGRATED MICRO-ELEKTRONICS
INTEGRITY TOOL & MOLD INC.
INTESA
INTESA SAN PAOLO
INVENIO SP Z O.O.
IPE PRECISION MACHINERY LIMITED
IPG PLASTY S.R.O.
IRFAN PLASTIC AND MOLD INDUSTRY TRADE INC.

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Potential Parties in Interest

ISCOT ITALIA SPA
ISELFA SPA
ISHIHARA MANUFACTURING CORPORATION
ISHIHARA MFG CO. LTD.
ISHIKAWA PRESS INDUSTRY CO., LTD.
ISKRA MEHANIZMI, D.O.O.
ISOLIT-BRAVO, SPOL. S. R. O.
ISUZU CO., LTD.
[CONFIDENTIAL]
[CONFIDENTIAL]
ITALMETAL SP Z O.O.
ITD SOLUTIONS SPA
ITOCHU MARUBENI SPECIAL STEEL CO., LTD.
ITW FASTENER PRODUCTS GMBH
IVICT EUROPE GMBH
IWATA BOLT CO., LTD.
IZCAN AUTOMOTIVE IMPORT EXPORT INDUSTRY TRADE
J.P. MORGAN NA
[CONFIDENTIAL]
JAMES R. O'MALLEY
JANE LEAMY
JAPAN BANK OF INTERNATIONAL COOPERATION (JBIC)
JAPAN MOLEX LLC
JAPAN PLASTICS TECHNOLOGIES CO., LTD.
JAS FORWARDING (USA), INC.
JAS FORWARDING DE MEXICO (SIN RET)
JAS WORLDWIDE POLAND SP. Z O.O.
[CONFIDENTIAL]
JDI EUROPE GMBH
JDI EUROPE GMBH - ITALIAN BRANCH
JENKS & CATTELL
JFC PACKAGING DE MEXICO S DE RL DE
JFE SHOJI CORPORATION
JIANGSU BEIREN SMART MANUFACTURING

JIANGSU GUANGQIAN ELECTRONICS.,LTD.
JIANGSU JIAZHIRUI ELECTRONIC
JIANGSU LIWAN PRECISIONTUBE
JIANGSU RUNHONG PRECISION PLASTIC M
JIANGSU STAR TECH PRECISION MOULD C
JIANGSU WENGUANG GROUP CO.,LTD
JIANGSU XINGKE PRECISE MODELLING
JIAZHENG CONSTRUCTION TECHNOLOGY
JILIN DONGGUANG
JINZHOU WANYOU MECHANICAL PARTS CO
JIPOCAR LOGISTIC, S R.O.
JIPOCAR TRANSPORT S.R.O.
JIT PLASTIC S.R.O.
JOACHIM FETZER
JOALMI INDUSTRIA E COMERCIO LTDA
JOFRAMA INDL LTDA
JOHN MCGAVIGAN LTD
JOHNSON ELECTRIC INTERNATIONAL AG
JOHNSON ELECTRIC NORTH AMERICA
JOHNSON MATTHEY (CHINA) TRADING CO., LTD.
JOHNSON MATTHEY DOOEL SKOPJE
JOHNSON MATTHEY POLAND SP. Z O. O
JONATHAN LIPSHIE
JONATHAN NYAKU
JONES DAY
JOSE MOLLÁ
JOSEPH CUDIA
JOSEPH MCMAHON
JOTAEME FITAFER I MET LTDA
JOYSON SAFETY SYSTEMS JAPAN(株)
[CONFIDENTIAL]
JUDGE BRENDAN L. SHANNON
JUDGE CRAIG T. GOLDBLATT
JUDGE J. KATE STICKLES

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Potential Parties in Interest

JUDGE JOHN T. DORSEY
JUDGE LAURIE SELBER SILVERSTEIN
JUDGE MARY F. WALRATH
JUDGE THOMAS M. HORAN
JUNIOR FLEX INDUSTRIA E PARTICIPACO
JUNTO SEGUROS S/A
K.D.F. DISTRIBUTION (SHANGHAI) CO
KAB-LEM S.P.A.
KAGA ELECTRONICS CO., LTD.
KAGA FEI CO., LTD.
KAIFENG GUANGJIA AUTOMOTIVE TRIM CO., LTD.
KAMIMIKAWA CITY
KANAGAWA PREFACTURE
KANAGAWA TAX OFFICE
KANOX CORPORATION
KANTO SHINETSU TAX BUREAU
KAPLAM OTOMOTÁ°V PLAS.SAN.VE TÄ°C.A.ÅŽ
KAREN SNOW
KARTESIS SK
KAWASAKI PRECISION WORKS CORPORATION
KCE ELECTRONICS PUBLIC COMPANY LIM
KCE EUROPE
KEBODA DEUTSCHLAND GMBH & CO.KG
KEBODA TECHNOLOGY CO., LTD
KEBODA TECHNOLOGY CORPORATION
KECHNEC MUNICIPALITY
KELLYNCH PARK SARL
KEMET ELECTRONICS ITALIA SRL
KENNY SHEN
KENSETSU RUBBER CO., LTD.
KHAITAN & CO.
KING & WOOD MALLESONS
KINGFA SCI. & TECH. CO., LTD.
KINTETSU WORLD EXPRESS

KINTETSU WORLD EXPRESS UK LTD
KIRKLAND & ELLIS LLP
KIRKLAND AND ELLIS
KKR CK INVESTMENT L.P.
KNOFLĀKARSKY PRUMYSL ZIROVNICE A.S.
KOLLER-CRAFT SOUTH
KONI B.V.
KONIG METALL GT S.R.L.
KOSTAL JAPAN CO., LTD.
KOSTAL KONTAKT SYSTEME GMBH & CO. K
KRAVSOVO AP CZ S.R.O.
KROMBERG & SCHUBERT AUSTRIA
KROMBERG AND SCHUBERT MEXICO LE,
KUMPULAN WANG SIMPANAN PEKERJA
KUNSHAN BONTECK PRECISION CO., LTD
KUNSHAN JINYUN NEW MATERIALS TECHNOLOGY CO., LTD.
KUNSHAN KERSEN TECHNOLOGY CO., LTD.
KUZNIA POLSKA S.A.
L&T TECHNOLOGY SERVICES LIMITED
LABONE CASTLESIDE LIMITED
LABOUR UNION OF MARELLI THAILAND
LACKS EXTERIOR TRIM SYSTEMS, LLC
LACROIX ELECTRONICS
LACROIX ELECTRONICS MI LLC
LACROIX ELECTRONICS POLAND SP.ZO.O.
LACROIX ELECTRONICS SP Z.O.O
LACROIX ELECTRONICS TUNISIA
LACROIX ELECTRONICS TUNISIE
LAHSER HOLDINGS LLC
LANE CLARK & PEACOCK LLP
LANZI SRL
LASIM S.P.A.
LAUNCH ITALY SRL
LAUREN ATTIX

Schedule 1

Potential Parties in Interest

LCJ INVEST, UZAVÄ™ENÄ½ INVESTIÄ• NÄ FON
LEAR
LEAR CORPORATION
LEAR CORPORATION GMBH
LEAR CORPORATION GMBH & CO.KG
LEASYS SPA
LEDDARTECH INC.
LEK SUN MANUFACTURING SDN
LEK SUN MANUFACTURING SDN BHD
LEON INTERIORS INC.
LEONI WIRING SYSTEMS INC
LEONI WIRING SYSTEMS UK LTD.
LEWISBURG ELECTRIC
LEWISBURG ELECTRIC SYSTEM
LEWISBURG GAS DEPT
LEWISBURG WATER
LEXINGTON REALTY TRUST
LG DISPLAY AMERICA INC
LG DISPLAY GERMANY GMBH
LG ELECTRONICS UK LTD
LG INNOTEK CO., LTD.
LIDEX CZ S.R.O.
LIM OTOMOTIV TIC. LTD. STI
LIMER STAMP ESTAMPARIA, FERRAMENTAR
LINASET, A.S.
LINDA CASEY
LINDA RICHENDERFER
LISOVNA PLASTÄ™, SPOL. S.R.O.
LITE ON TRADING USA INC
LITE-ON AUTOMOTIVE CORP.
LITE-ON SINGAPORE PTE LTD
LITE-ON TECHNOLOGY (SHANGHAI)
LITE-ON TRADING USA, INC.
LLANELLI: UNITE

LLINARS DEL VALLES: CC.OO; CGT; UGT
LLOYD AND JONES ENG TA PROCTOR
LOGI SERVICE SCRL
LOGIS SERVICIOS DE COMERCIO EXTERIO
LOGISTICA ARRENDAMIENTO DMT SA DE C
LORENZ KUNSTSTOFFTECHNIK GMBH
LOTES CO., LTD
LOTTE CHEMICAL MAGYARORSZÄ;G KFT.
LPR SRL
LS AUTOMOTIVE JAPAN CO., LTD.
LS AUTOMOTIVE QINGDAO CORP
LS TECHNOLOGY S.R.O.
LUBELSKI URZÄD SKARBOWY W LUBLINIE
LUBRICANTES DE AMERICA, S.A. DE C.V
LUCA OTTAGGLO
LUMILEDS (SHANGHAI) MANAGEMENT
LUMILEDS AACHEN GMBH
LUMILEDS GERMANY GMBH
LUMILEDS GERMANY GMBH LEDS
LUMILEDS HONG KONG CO. LIMITED
LUMILEDS ITALY S.R.L.
LUMILEDS LLC
LYONDELL CHEMICAL COMPANY AKA EQUISTAR CHEMICALS L.P.
M AND T INSIEME, S.R.O.
M&G ASSESSORIA LOGÄ• STICA ADUANEIRA
M&T INSIEME, S.R.O.
M.C.E. S.R.L.
M.P.E. SRL
M.S.AMBROGIO SPA
MA ALUMINUM CO., LTD.
MA POLSKA S.A.
MA S.R.L.
MACNICA
MACNICA CORPORATION

Schedule 1

Potential Parties in Interest

MAGIPLAS INDUSTRIA E COMERCIO DE PR	MARCEGAGLIA SPA
MAGNA ELECTRONICS	MARCEGAGLIA SPECIALTIES SPA
MAGNETI MARELLI ARGENTINA S.A.	MAREL INDUSTRIA E COMERCIO DO BRASI
MAGNETI MARELLI CONJUNTOS DE ESCAPE S.A.	MARELLI SWEDEN AB
MAGNETI MARELLI DO BRASIL INDUSTRIA E COMERCIO LTDA	MARELLI (CHINA) CO., LTD
MAGNETI MARELLI REPUESTOS S.A.	MARELLI (GUANGZHOU) CORPORATION
MAGNETI MARELLI SOUTH AFRICA (PROPRIETARY) LIMITED	MARELLI (GUANGZHOU) CORPORATION DALIAN BRANCH LABOR UNION
MAHLE AFTERMARKET GMBH	MARELLI (GUANGZHOU) CORPORATION LABOR UNION
MAHLE AFTERMARKET ITALY SRL.	MARELLI (GUANGZHOU) CORPORATION ZHENGZHOU BRANCH LABOR UNION
MAINI PRECISION PRODUCTS LIMITED	MARELLI (INDIA) PRIVATE LIMITED
MALCOLM M. BATES	MARELLI (THAILAND) CO., LTD
MALIKIE INNOVATIONS	MARELLI (XIANG YANG) CORPORATION LABOR UNION
MANAGE NOW GMBH	MARELLI (XIANG YANG) CORPORATION
MANAUT DESIGN S.R.O.	MARELLI ADJUSTMENTS
MANDRION, S.L.	MARELLI AFTERMARKET GERMANY GMBH
MANKUN TECHNOLOGY LIMITED COMPANY	MARELLI AFTERMARKET ITALY S.P.A.
MANN + HUMMEL FT POLAND SP. Z.O.O.	MARELLI AFTERMARKET POLAND SP. Z O.O.
MANPOWER	MARELLI AFTERMARKET SPAIN S.L.U
MANPOWER S.P.A.	MARELLI AFTERSALES CO., LTD.
MANPOWERGROUP, S.R.O.	MARELLI ARGENTAN FRANCE SAS
MANUVIA JOB S.R.O.	MARELLI AUTOMOTIVE CHASSIS SYSTEM (GUANGZHOU) CO. LTD. LABOR UNION
MANUVIA PERSONEL EFEKT, S.R.O.	MARELLI AUTOMOTIVE CHASSIS SYSTEM (GUANGZHOU) CO.,LTD.
MAOSEN PRECISION METAL (SUZHOU) CO., LTD.	MARELLI AUTOMOTIVE COMPONENTS (CHANGSHA) CO. LTD
MAOSHENG AUTOMOTIVE PARTS (DALIAN) CO., LTD.	MARELLI AUTOMOTIVE COMPONENTS (CHANGSHA) CO. LTD. LABOR UNION
MAPAL ITALIA SRL	MARELLI AUTOMOTIVE COMPONENTS (GUANGZHOU) CORPORATION
MAPAL NARZEDZIA PRECYZYJNE SP	MARELLI AUTOMOTIVE COMPONENTS (GUANGZHOU) CORPORATION LABOR UNION
MARCEGAGLIA CARBON STEEL S.R.L.	MARELLI AUTOMOTIVE COMPONENTS (WUHU) CO LTD

Schedule 1

Potential Parties in Interest

MARELLI AUTOMOTIVE COMPONENTS (WUHU) CO. LTD. LABOR UNION	MARELLI CABIN COMFORT MEXICANA, S.A. DE C.V.
MARELLI AUTOMOTIVE COMPONENTS (WUXI) CORPORATION	MARELLI CABIN COMFORT TRADING DE MEXICO, S. DE
MARELLI AUTOMOTIVE COMPONENTS (WUXI) CORPORATION LABOR UNION	MARELLI CHINA HOLDING COMPANY
MARELLI AUTOMOTIVE DOO KRAGUJEVAC	MARELLI CHINA HOLDING COMPANY LABOR UNION
MARELLI AUTOMOTIVE ELECTRONICS (GUANGZHOU) CO. LTD	MARELLI CLUJ ROMANIA S.R.L.
MARELLI AUTOMOTIVE ELECTRONICS (GUANGZHOU) CO. LTD. LABOR UNION	MARELLI COFAP DO BRASIL LTDA
MARELLI AUTOMOTIVE LIGHTING (FOSHAN) CO. LTD	MARELLI CORPORATION
MARELLI AUTOMOTIVE LIGHTING (FOSHAN) CO. LTD.LABOR UNION	MARELLI DO BRASIL INDUSTRIA E COMERCIO LTDA
MARELLI AUTOMOTIVE LIGHTING (THAILAND) CO.,LTD	MARELLI EAXLE TORINO S.R.L.
MARELLI AUTOMOTIVE LIGHTING BROTTRODE (GERMANY) GMBH	MARELLI ELECTRIC POWERTRAIN COLOGNE (GERMANY) G.M.B.H.
MARELLI AUTOMOTIVE LIGHTING FRANCE SAS	MARELLI ENGINEERING (SHANGHAI) CO. LABOR UNION
MARELLI AUTOMOTIVE LIGHTING ITALY S.P.A.	MARELLI ENGINEERING (SHANGHAI) CO., LIMITED
MARELLI AUTOMOTIVE LIGHTING JIHLAVA (CZECK REPUBLIC) S.R.O.	MARELLI ENGINEERING YANGON CO., LTD.
MARELLI AUTOMOTIVE LIGHTING JUAREZ MEXICO S.A DE C.V.	MARELLI EPT STRASBOURG (FRANCE) S.A.S.
MARELLI AUTOMOTIVE LIGHTING MALAYSIA SDN. BHD.	MARELLI ESPAÑA S.A.
MARELLI AUTOMOTIVE LIGHTING RUS O.O.O.	MARELLI EUROPE S.P.A.
MARELLI AUTOMOTIVE LIGHTING TEPOTZOTLAN MEXICO S.DE R.L. DE C.V.	MARELLI FRANCE S.A.S.
MARELLI AUTOMOTIVE LIGHTING USA LLC	MARELLI FUKUSHIMA CORPORATION
MARELLI AUTOMOTIVE SYSTEMS EUROPE PLC.	MARELLI FUKUSHIMA WORKERS UNION
MARELLI AUTOMOTIVE SYSTEMS UK LIMITED	MARELLI GERMANY GMBH
MARELLI BARCELONA ESPANA S.A.U.	MARELLI GLOBAL BUSINESS SERVICES AMERICA S DE RL DE CV.
MARELLI BIELSKO-BIALA POLAND SP.ZO.O.	MARELLI GLOBAL BUSINESS SERVICES EUROPE S.R.O.
MARELLI BUSINESS SERVICE (DALIAN) CO., LTD	MARELLI HOLDING USA, LLC
MARELLI BUSINESS SERVICE CORP.	MARELLI HOLDINGS CO., LTD.

Schedule 1

Potential Parties in Interest

MARELLI INDUSTRIA E COMERCIO DE COMPONENTES AUTOMOTIVOS BRASIL LTDA	MARELLI SKH EXHAUST SYSTEMS PRIVATE LIMITED
MARELLI INTERNATIONAL TRADING (SHANGHAI) CO., LTD	MARELLI SMART ME UP SAS
MARELLI IWASHIRO CO., LTD.	MARELLI SOPHIA ANTIPOLIS FRANCE S.A.S.
MARELLI IWASHIRO CORP.	MARELLI SOSNOWIEC POLAND SP.Z.O.O.
MARELLI IWASHIRO WORKERS UNION	MARELLI STUTTGART (GERMANY) GMBH
MARELLI KECHNEC SLOVAKIA	MARELLI SUSPENSION SYSTEMS ITALY S.P.A.
MARELLI KECHNEC SLOVAKIA S.R.O.	MARELLI TALBROS CHASSIS SYSTEMS PRIVATE LIMITED
MARELLI KYUSHU CORPORATION	MARELLI TENNESSEE USA LLC
MARELLI KYUSHU WORKERS UNION	MARELLI TEPOTZOTLAN MEXICO S.A DE C.V.
MARELLI MACHINE WORKS CORP.	MARELLI TOLUCA MEXICO S. DE R.L. DE C.V.
MARELLI MAKO TURKEY ELEKTRIK SANAYI VE TICARET ANONIM SIRKETI	MARELLI TOOLING (GUANGZHOU) CORPORATION
MARELLI MEXICANA, S.A. DE C.V.	MARELLI TURKEY SUSPANSIYON SISTEMLERI TICARET LIMITED SIRKETI
MARELLI MOROCCO LLC SARL	MARELLI UM ELECTRONIC SYSTEMS PRIVATE LIMITED
MARELLI MOTHERSON AUTO SUSPENSION PARTS PRIVATE LIMITED	MARELLI UM ELECTRONICS SYSTEM PVT. LTD. WORKS COMMITTEE
MARELLI MOTHERSON AUTOMOTIVE LIGHTING INDIA PRIVATE LIMITED	MARELLI WORKERS UNION
MARELLI NORTH AMERICA, INC.	MARELLI YOKOHAMA K.K.
MARELLI NORTH CAROLINA USA LLC	MARISA IASENZA
MARELLI PLOIESTI ROMANIA S.R.L.	MARKEL AMERICAN INSURANCE COMPANY
MARELLI POWERTRAIN (HEFEI) CO LTD	MARQUARDT GMBH
MARELLI POWERTRAIN INDIA PRIVATE LIMITED	MARS SEAL PRIVATE LIMITED
MARELLI POWERTRAIN INDIA PVT. LTD. WORKS COMMITTEE	MARUBENI PLAX CORPORATION
MARELLI PWT KECHNEC SLOVAKIA	MARUBUN CORPORATION
MARELLI PWT KECHNEC SLOVAKIA S.R.O.	MASCARIN STAMPI S.R.L.
MARELLI R&D CO., LIMITED	MASERATI SS II
MARELLI R&D CO.LABOR UNION	MASERATI SS II L.P.
MARELLI RIDE DYNAMICS MEXICO S. DE R.L. DE C.V.	MASUDA MANUFACTURING CO., LTD.
MARELLI RUS LLC	MATAY OTOMOTIV SANAYI VE TICARET AS
MARELLI SISTEMAS AUTOMOTIVOS INDUSTRIA E COMERCIO BRASIL LTDA	MATCOR AUTOMOTIVE (MOGREEN)INC

Schedule 1

Potential Parties in Interest

MATSUNO PRESS INDUSTRY CO., LTD.
MAXIM INTEGRATED PRODUCTS INTL LTD
MAX-MAR MARCIN BURZYNSKI
[CONFIDENTIAL]
[CONFIDENTIAL]
MAZDA NORTH AMERICAN OPERATIONS
[CONFIDENTIAL]
MD GROUP, SA
MEC MODULI ELETTRONICI COMPONENTI
MELEXIS TECHNOLOGIES NV
MELTON MACHINE & CONTROL CO.
MERCEDES-BENZ
MERCOMOLAS INDUSTRIA DE MOLAS LTDA
MESPRO, S.R.O.
METAL ASSEMBLIES LTD
METAL STAMP INDUSTRIA E COMERCIO LT
METALFER AUTOMOTIVE MOROCCO SARL AU
METALFER AUTOMOTIVE SRL
METALFER POLONIA SP Z O O
METALGALVANO PLASTICS FINISHING SRL
METALMECCANICA TIBERINA SRL
METALSOLUTION SP.ZO.O.
METALURGICA ATICA LTDA
METALURGICA FORMIGARI LTDA
METALURGICAS PABUR SL
METASEVAL
METASEVAL SAS
METHACRYLATE CHEMICALS ROEHM MEXICO
METLIFE MÃ©XICO, S.A. DE C.V.
METLIFE MEXICO S.A.
METOKOTE DE MÃ©XICO S.A. DE C.V.
MEUNIDEC
MEVIS SLOVAKIA S.R.O.
MEW
MGM ROBOTICS SRL

MI- KING LIMITED (CES)
MI- KING LIMITED (CP)
MICHAEL GIRELLO
MICRO MEGA ELETTRONICA S.R.L.
MICROCHIP TECHNOLOGY INC
MICROCHIP TECHNOLOGY IRELAND LTD.
MICROPAC SRL
MICROSOFT CORPORATION
MIDAC S.P.A.
MILBANK LLP
MINEBEA MITSUMI INC.
MINEBEA MITSUMI SHANGHAI TRADING LT
MINEBEAMITSUMI SHANGHAI TRADING
MININNI S.R.L.
MINTH ASIA PACIFIC CO.,LTD.
MIRA OTM TRANSPORTES LTDA
MISTA SPA
MITSUBA CORPORATION
MITSUBISHI
MITSUBISHI CHEMICAL CORPORATION
MITSUBISHI ELECTRIC EUROPE BV
MITSUBISHI ELECTRIC MOBILITY CORPORATION
[CONFIDENTIAL]
[CONFIDENTIAL]
[CONFIDENTIAL]
MIZUHO FINANCIAL GROUP, INC.
MMG MANUFACTURAS DE SALTILLO
MODELLBAU ROBERT HOFMANN
MODULI ELETTRONICI E COMPONENTI SPA
MOLEX DEUTSCHLAND GMBH
MOLEX INTERCONNECT GMBH
MOLEX(CHINA)INVESTMENT CO.,LTD
MOLLIFICIO ISB SRL
MOMENTIVE PERFORMANCE MATERIALS GMB
MONDRAGON ASSEMBLY DO BRASIL INDUST

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Potential Parties in Interest

MONTHLY RESERVE USE	MURATA ELECTRONICS EUROPE B.V.
MONTIX, A.S.	MURATA ELECTRONICS NORTH AMERICA
MOPLA SRL	MURATA ELECTRONICS TRADING(SHANGHAI
MOPS PRESS S.R.O.	MURATA MANUFACTURING CORPORATION
MORI HAMADA & MATSUMOTO	MYPEGASUS
MOROCCAN CUSTOMS (NEJTRANS)	MYTEX POLYMERS US CORP
MORRIS, NICHOLS, ARSHT & TUNNELL LLP	MZZ AUTO [SOSNOWIEC]
[CONFIDENTIAL]	N.D.R. S.R.L.
MOTHERSON SUMI SYSTEMS LTD.	NAGASE & CO., LTD.
MOTHERSON SUMI WIRING INDIA LIMITED	NAGASHIMA OHNO & TSUNEMATSU
MOVINCAR SPA	NAKAGAWA MACHINERY WORKS
MOZ NSZZ PRACOWNIKÓW FCA POLAND	CORPORATION
SA I SPÓŁEK [BIELSKO-BIAŁA]	NAKAMURA INDUSTRIES CO., LTD.
MOZ NSZZ SOLIDARNOŚĆ FCA POLAND SA	NAKASHIN CO., LTD.
[BIELSKO-BIAŁA]	NANTONG DOCHARM AMPHENOL
MS&AD	NANTONG SANXIN AUTO LAMP FITTING
MS. AIJU CHEN	NASG MEXICO LLC
MSIDE S.R.O.	NASG TENNESSEE SOUTH LLC
MS-SCHRAMBERG GMBH & CO. KG	NATIONAL MOLDING ITALIA SRL
MTREC LIMITED	NATIONAL UNION FIRE INS. CO. OF
MUBEA DE MÃXICO S.DE R.L. DE C.V.	PITTSBURGH, PA
MUBEA ITALIA SRL	NATIONAL UNION OF TRANSPORT
MULTILOG SPA	EQUIPMENT & ALLIED INDUSTRIES
Municipal Corporation Gurugram	WORKERS (NUTEAIW)
MUNICIPAL REVENUE OFFICE (AMPARO)	NDK EUROPE LTD
MUNICIPAL REVENUE OFFICE (CONTAGEM)	NEATON ROME, INC.
MUNICIPAL REVENUE OFFICE (GOIANA)	NEKO KLIMA
MUNICIPAL REVENUE OFFICE	NEO WIRELESS
(HORTOLÂNDIA)	NEXION S.P.A.
MUNICIPAL REVENUE OFFICE (LAVRAS)	NEXPERIA B.V
MUNICIPAL REVENUE OFFICE (MAUÁ)	NEXPERIA B.V.
MUNICIPAL REVENUE OFFICE (SÃO PAULO)	NEXT SHIPPING LOGISTICA INTERNACION
MUNICIPALIDAD DE CÓRDOBA PROVINCIA	NEXTY ELECTRONICS CORPORATION
MUNICIPALIDAD DE VICENTE LÓPEZ	NGK EUROPE GMBH
PROVINCIA DE BUENOS AIRES	NICHIA AMERICA CORPORATION
MURATA COMPANY LIMITED	NICHIA EUROPE GMBH

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Potential Parties in Interest

NICHIAS CORPORATION	NISSAN US
NICMA FACILITY S.P.A.	NISSIN KOGYO CO., LTD.
NIDEC CORPORATION	NISSIN KOGYO CO.,LTD.
NIDEC INDIA PRIVATE LTD.	NITCO
NIDEC SANKYO CORPORATION	NMB ITALIA SRL
NIFCO CORPORATION	NMB MINEBEA UK
NIHONMATSU CITY	NMB TECHNOLOGIES CORPORATION
NIHONMATSU TAX OFFICE	NMB-MINEBEA GMBH
NINGBO ADVANCING MECHANICAL PARTS C	NOBORU YAMAMOTO
NINGBO ASIAWAY AUTOMOTIVE	NOK CORPORATION
NINGBO HUAXIANG IMP.& EXP. CO.,LTD	NOKIA
NINGBO JINGHUA ELECTRONICS TECHNOLO	NORINCHUKIN BANK (NOCHU BANK)
NINGBO JOYSONQUIN AUTOMOTIVE SYSTEMS HOLDING CO., LTD	NORMA DO BRASIL SISTEMAS DE CONEXAO
NINGBO LONGYUAN CO., LTD.	NORTHGATEARINSO BRAZIL INFORMATICA
NINGBO SANFENG MACHINERY ELECTRONICS CO., LTD.	NORTHGATEARINSO ITALIA S.R.L.
NINGBO XUSHENG AUTO TECHNOLOGY CO L	NOVAERUM AUTOMOTIVE SARL
NIPPON PLAST CO., LTD.	NOVALUX EUROPE GMBH
NISHI SHOJI CO., LTD.	NOVAMETAL BRL LTDA
NISHIMURA & ASAHI	NOVATEC DISEÑO E INDUSTRIALIZACI3N
NISSAN	NOVATEC LEON SA DE CV
NISSAN MEXICANA	NPO SISTEMI SRL
NISSAN MOTOR	NSZZ SOLIDARNOŚĆ [SOSNOWIEC]
NISSAN MOTOR CO. LTD.	NTN-SNR ROULEMENTS
NISSAN MOTOR CO., LTD.	NTT DATA ITALIA SPA
NISSAN SHATAI	NUVIA A.S.
NISSAN SHATAI CO., LTD. (HIRATSUKA PLANT)	NXP SEMICONDUCTORS (SHANGHAI) CO.,LTD
NISSAN TRADING CO., LTD. (CHEMICALS DIVISION)	NXP SEMICONDUCTORS NETHERLANDS B.V
NISSAN TRADING CO., LTD. (STEEL DIVISION)	NXP USA INC
NISSAN TRADING CORPORATION AMERICAS	NYANQUOI JONES
NISSAN TRADING CORPORATION AMERICAS (BASF)	O.C.S. MOULDS S.R.L.
NISSAN TRADING EUROPE LIMITED	O.K. SOLUTION, S.R.O.

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Potential Parties in Interest

ODBOROVÁ ORGANIZÁCIA MAGNETI MARELLI	PANASONIC AUTOMOTIVE SYSTEMS CO., LTD.
OFF. MECCANICHE REZZATESI SRL	PANASONIC INDUSTRIAL MARKETING & SALES CO., LTD.
OFFICINE MECCANICHE VILLAR PEROSA S	PANASONIC OPERATIONAL EXCELLENCE CO., LTD. (GLOBAL)
OGNIBENE POWER SPA	PANMECCANICA S.R.L.
OHLINS RACING AB	PANTEL-ELEKTRONIK AG
OKAZAKI CITY	PAR.CO SPA
OLEDWORKS GMBH	PARKER HANNIFIN INDUSTRIA E COMER
OMIYA TAX OFFICE	PATRONE E MONGIELLO S.P.A
OMPAK OLUKLU MUK.AMBALAJ LTD.ĀŽTĀ°.	PATRONE E MONGIELLO SRL
ON SEMICONDUCTOR LIMITED	PAUL HASTINGS LLP
ONESTREAM	PAUL WEISS RIFKIND WHARTON & GARRISON
ONPRESS PCB LIMITED	PCM SRL
OPTOFLUX GMBH	PEASA AUTOPARTES SA DE CV
ORORA PACKAGING SOLUTIONS	PEDREX INDUSTRIA METALURGICA LTDA
OSKAR RĀÆEGG BULGARIA FOOD	PENSION BENEFIT GUARANTY CORPORATION
OSKAR RUEGG AG	PENSION PROTECTION FUND
OSKAR RUEGG MEXICO SRL DE CV	PERBADANAN PEMBANGUNAN PULAU PINANG
OSRAM COMERCIO DE SOLUĀċĀ•ES DE ILUMI	PERFILES DE LA RIOJA SA
OSRAM GMBH	PERFORMANCE SOLUTIONS DO BRASIL COM
OSRAM TEKNOLOJĀ°LERĀ° A.ĀŽ.	PES ENERGIZE
OTAMA CITY	PETEX JIHLAVA S.R.O.
OTHER SUPPLIERS	PETRONAS LUBRICANTS (INDIA) PVT. LT
OURA CITY	PETRONAS LUBRICANTS ITALY SPA
P.C.M. SRL	PETRONAS LUBRICANTS POLAND SP.
PACHULSKI STANG ZIEHL & JONES LLP	PETRONAS LUBRIFICANTES BRASIL S A
PACIFIC RIM CAPITAL	PF PLASTY CZ S.R.O.
PALENCIA: CC.OO	PGL BRASIL LTDA
PALMIRA WIRELESS	PGL PRIME AGENCIAMENTO DE CARGA LTD
PAN ASIA MICROVENT TECH	PGNIG OBROT DETALICZNY SP. Z O.O.
PANASONIC AUTO SYSTEMS EUROPE GMBH	[CONFIDENTIAL]
PANASONIC AUTOMOTIVE INDUSTRIAL	PIALEX CORPORATION
PANASONIC AUTOMOTIVE SYS CZECH SRO	PIEMONTE LOCATIVA

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Potential Parties in Interest

PIERWSZY MAZOWIECKI URZĄD SKARBOWY W WARSZAWIE
PING AN INSURANCE GROUP
PINHEIRO NETO
PIOLAX CORPORATION
PIOVAN MEXICO SA DE CV
PJT PARTNERS
PJT PARTNERS LP
PL & TL SRL
PLASKAR PLASTÄ°K ENJEKSÄ°YON OTOMOTÄ°V
PLAST MET AUTOMOTIVE SYSTEMS SP Z O
PLASTICO GIGANTE DE MEXICO
PLASTIKA A.S.
PLOIESTI CUSTOMS OFFICE
PMG POLMETASA SAU
PMP SRL
PNB A/C CUSTOM DUTY A/C MAGNETI MAR
POLITECNICO DI TORINO DIMEAS
POLPLASTIC SPA
POLUS CAPITAL MANAGEMENT LIMITED
POSCO AAPC
POSCO INTERNATIONAL AMERICA CORP
POSCO MPPC SA DE CV
POTTENCIAL SEGURADORA S/A
POWERTECA ENERGIE A.S.
PRD, INC.
PREFACTURE FUKUOKA
PREFACTURE FUKUSHIMA
PREFACTURE HIROSHIMA
PREFACTURE KANAGAWA
PREFACTURE OITA
PREFACTURE SAITAMA
PREFACTURE SHIZUOKA
PREFACTURE TOCHIGI
PRESENT SPA
PRICEWATERHOUSECOOPERS BUSINESS SER

PRICEWATERHOUSECOOPERS LLP
PRICEWATERHOUSECOOPERS LLP (PWC)
PRO-CARS SP. Z O.O. S.K.
PRODUCT DATA MANAGEMENT (PDM)
PRODUCTOS LAMINADOS DE MONTERREY SA
PROMA INDUSTRIE
PROMA POLAND SP. Z O. O.
PROMA SPA
PROMED (PROGETTO MEDICINA S.R.L)
PROTECCION TECNICA PREMIER SC
PROTECTOR FORSIKRING ASA
PROTECTOR INSURANCE UK
PROVISIONTRADE - KOVO, S. R. O.
PT KANSEI INDONESIA MANUFACTURING
PUBLIC PACKAGES (NT) SDN BHD
PUCKTECHNIK SRL
PULASKI ELECTRIC, WATER, & GAS
PULASKI NATURAL GAS
PWC ADVISORY LLC
PXI AUTO COMPONENTS (SUZHOU) CO.
QINGDAO DN VMS AUTOMOTIVE CO., LTD
QUALCOMM TECHNOLOGIES
QUALCOMM TECHNOLOGIES INTERNATIONAL
QUALCOMM TECHNOLOGIES INTERNATIONAL, LTD.
QUALCOMM TECHNOLOGIES, INC
QUASER SRL
QUECTEL IOT TECHNOLOGIES PTE LTD
QUECTEL WIRELESS SOLUTIONS CO.,LTD
R.I.CO. SRL
RABEN LOGISTICS POLSKA SP. Z O.O
RABYTE PTE.LTD
RADICI NOVACIPS S.P.A.
RADICI PLASTICS LTDA
RÄ°HM GMBH
RANDSTAD

Schedule 1

Potential Parties in Interest

RANDSTAD DEUTSCHLAND GMBH&CO.KG	ROHM CO., LTD. (KITA-KANTO 1ST SALES OFFICE)
RANDSTAD NORTH AMERICA, INC.	ROHM GMBH
RASSINI FRENOS, S.A. DE C.V.	ROHM GMBH SP. ZOO ODDZIAL W POLSCE
RAVI TALLAPRAGADA	ROHM GMBH SUCURSAL EN ESPAÑA
RAWE ELECTRONIC GMBH	ROLLING WIRELESS (HK) LIMITED
RAYBEN TECHNOLOGIES (HK) LIMITED	ROLLING WIRELESS FRANCE SAS
RAYBEN TECHNOLOGIES (ZHUHAI) LIMITE	ROLLING WIRELESS PTE. LTD.
RAYTECH INDUSTRIA E COMERCIO DE MAQ	ROLLING WIRELESS(H.K.)LIMITED
RDR INDUSTRIA METALURGICA LTDA	ROMWELL GMBH & CO. KG
RED SPOT DE MEXICO SA DE CV	ROSA SIERRA-FOX
REHEO TECHNOLOGY LTD	ROSENBERGER ASIA PACIFIC ELECTRONIC
REMARKPLAST S.R.O.	ROSENBERGER HOCHFREQUENZTECHNIK
RENAULT GROUP	RSD PRESSINGS LIMITED
RENESAS ELECTRONICS	RTR LLC
RENESAS ELECTRONICS (SHANGHAI) CO.,	RUHLAMAT AUTOMATION TECHNOLOGIES
RENESAS ELECTRONICS AMERICA INC	RUTRONIK ELEKTRONISCHE BAUELEMENTE
RENESAS ELECTRONICS EUROPE GMBH	RYOSAN CORPORATION
REPLY SPA	S RIKO AUTOMOTIVE HOSE TECALON
REVESTCOAT PINTURATECNICA LTDA	S.B.E. V.AR.VIT. SPA
REVO S.P.A.	S2C SPA
RHETECH, LLC.	SABER FOUNDATION INNOVATION PLASTIC
RHYTHM PRECISION CO., LTD.	SABIC INNOV PLAST SOUTH A I C PLAST
RICHARD SCHEPACARTER	SABIC INNOVATIVE PLASTICS
RICHARDS, LAYTON, & FINGER PA	SABIC INNOVATIVE PLASTICS B.V.
RICOR NORTH EAST LIMITED	SABIC INNOVATIVE PLASTICS MEXICO S
RIO PARANAPAMENA ENERGIA S A	SABIC INNOVATIVE PLASTICS US LLC
[CONFIDENTIAL]	SACEL SRL
ROBERT BOSCH GMBH	SADA TRANSP ARMAZENAGENS LTDA
ROBERT BOSCH GMBH - BRANCH IN ITALY	SAIC MARELLI POWERTRAIN CO. LTD
ROBERT BOSCH LLC	SAITAMA CITY
ROBERT BOSCH LTDA	SAITAMA PREFACTURE
ROEHM CHEMICAL (SHANGHAI) CO.,LTD	SAKAIYA CORPORATION
ROEHM GMBH	SALESFORCE.COM ITALY S.R.L.
ROGELEIN GMBH	SALZGITTER HYDROFORMING GMBH
ROGER MELTZER	SAMANTHA DUCKWITZ
ROHM CHEMICAL (SHANGHAI) CO.,LTD.	SAMSUNG C&T AMERICA INC

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Potential Parties in Interest

SAMSUNG ELECTRO-MECHANICS(SHENZHEN)
SAMSUNG SEMICONDUCTOR EUROPE GMBH
SAN GRATO SPA
SAN HUA DEVELOPMENT CO. LTD
SANDHAR TECHNOLOGIES BARCELONA SL
SANKYO CO., LTD.
SANO CITY
SANPOU SEIKO CO., LTD.
SANSIN MANUFACTURING OF TENNESSEE
[CONFIDENTIAL]
SANTOMAS SDN BHD
SANTOS BRASIL PARTICIPACOES S.A
SANTPEDOR: CC.OO
SANWA SCREEN NAMEPLATE CORPORATION
SANYO DENKI (WUHAN) CO., LTD.
SAO OFFICE (BANKAO)
SAS UMICORE AUTOCAT FRANCE
SASANO MAX CO., LTD.
SCG HONG KONG SAR LIMITED
SCHENKER DEUTSCHLAND AG
SCHEUERMANN H BRL TC PEC EST B MOL
SCHLAEGER M-TECH GMBH
SCHOENHERR
SCHOTT AG
SEA LINK DIE CASTING (KUNSHAN)
SEA LINK INTERNATIONAL IRB, INC.
[CONFIDENTIAL]
SECRETARIA DE ESTADO DA FAZENDA DE
SECRETARIA DE FINANZAS Y ADMINISTRA
SEICA AUTOMATION SRL
SEICHI KAKIZAWA
SELENDY GAY PLLC
SEMICONDUCTOR COMPONENTS INDUSTRIES
SENAI

SENIOR UK LTD T/A SENIOR FLEXONICS
SENSATA TECHNOLOGIES HOLLAND B.V.
SERENA SALAME
SERNET S.P.A.
SERVICE KEY SPA
SERVICIO DE ADMINSTRACIÓN TRIBUTARIA (SAT)
SERVICIUL PUBLIC FINANTE LOCALE PLOIESTI
SFC KOENIG GMBH
SHAKIMA L. DORTCH
SHANDONG NEXTEER AUTOMOTIVE LUBRICA
SHANDONGÂ GOLDENCELLÂ ELECTRONICSÂ TEC
SHANGHAI AUTOLIV AUTOMOTIVE SAFETY SYSTEMS CO., LTD.
SHANGHAI FOREIGN SERVICE(GROUP) CO.
SHANGHAI HIGHLY NEW ENERGY TECHNOLOGY CO., LTD.
SHANGHAI HUAFENG ALUMINUM CO., LTD.
SHANGHAI LIAN NAN AUTO ACCESSORIES
SHANGHAI SUNLIGHT
SHANGHAI SUNLIGHT OPTO DEVICE CO.,L
SHANGHAI SUNLIGHT OPTOELECTRONIC DE
SHANGHAI XIUDRO AUTOMATION EQUIPMEN
SHANTOU GOWORLD TECHNOLOGY CO.,LTD
SHARP DEVICES EUROPE GMBH
SHELBYVILLE POWER SYSTEM
SHELBYVILLE POWER WATER &
SHELL ITALIA OIL PRODUCTS S.R.L
SHENYANG CHANGZU
SHENZHEN ACUWAY MOLDS LIMITED
SHENZHEN HANGSHENG ELECTRONICS CO., LTD.
SHENZHEN HESHENG NEW MATERIAL CO
SHENZHEN HESHENGHANG NEW MATERIAL
SHENZHEN MINSHENG GEFCO LOGISTICS
SHENZHEN POLEDA INVESTMENT CO.,LTD.
SHENZHEN YIQUN NEW MATERIAL CO., LT
SHERRY VASA

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Potential Parties in Interest

SHIMOTSUKE CITY	SINDICATO DOS TRABALHADORES NAS INDÚSTRIAS METALÚRGICAS, MECÂNICAS E MATERIAL ELÉTRICO DE JAGUARIÚNA, AMPARO E REGIÃO.
SHIN-ETSU POLYMER EUROPE B.V.SHIN-E	SINDICATO DOS TRABALHADORES NAS INDÚSTRIAS METALÚRGICAS, MECÂNICAS E MATERIAL ELÉTRICO DE LAVRAS E REGIÃO
SHINJI KOBAYASHI	SINDICATO DOS TRABALHADORES NAS INDÚSTRIAS METALÚRGICAS, MECÂNICAS E MATERIAL ELÉTRICO DE MAUÁ, SANTO ANDRÉ E RIBEIRÃO PIRES
SHINKO SHOJI CO., LTD.	SINDICATO DOS TRABALHADORES NAS INDÚSTRIAS METALÚRGICAS, MECÂNICAS E MATERIAL ELÉTRICO DE RESENDE E REGIÃO.
SHIZUOKA PREFECTURE	SINDICATO DOS TRABALHADORES NAS INDÚSTRIAS METALÚRGICAS, MECÂNICAS E MATERIAL ELÉTRICO DE VARGINHA E REGIÃO.
SHOJI MANUFACTURING CORPORATION	SINDICATO DOS TRABALHADORES NAS INDÚSTRIAS METALÚRGICAS, MECÂNICAS E MATERIAL ELÉTRICO NO ESTADO DE PERNAMBUCO
SI EXPRESS	SIRAM SPA
SI EXPRESS SERVIZI INTEGRATI S.R.L.	SIRION S.R.L.
SI INSURANCE EUROPE SA	SIV GMBH
SI VALE MEXICO SA DE CV	SJM CO LTD
SIAM CALSONIC CO. LTD	SJM FLEX SA (PTY) LTD DETAILS
SIAM CALSONIC CO., LIMITED	SJMFLEX DE MEXICO S DE RL DE CV
SIE CENTRE DE FINANCE PUBLIQUE	SK HYNIX DEUTSCHLAND GMBH
SIEMENS INDUSTRY SOFTWARE GMBH	SKF DE MEXICO SA DE CV
SIEMENS INDUSTRY SOFTWARE INC.	SKF INDUSTRIE S.P.A.
SIGNIFY (FOMERLY PHILIPS LIGHTING)	SKF USA INC
SIMPSON THACHER & BARTLETT LL	SKH MARELLI EXHAUST SYSTEMS PRIVATE LIMITED
SINDICATO DOS TRABALHADORES NAS INDÚSTRIAS METALÚRGICAS, MECÂNICAS E MATERIAL ELÉTRICO DE BETIM.	SLOTTER INDUSTRIA DE EMBALAGEM LTDA
SINDICATO DOS TRABALHADORES NAS INDÚSTRIAS METALÚRGICAS, MECÂNICAS E MATERIAL ELÉTRICO DE BH E CONTAGEM.	SMART AUTOMOTIVE S.R.O.
SINDICATO DOS TRABALHADORES NAS INDÚSTRIAS METALÚRGICAS, MECÂNICAS E MATERIAL ELÉTRICO DE CAMPINAS, HORTOLÂNDIA E REGIÃO	SMART MANUFACTURING SOLUTIONS LTD

Schedule 1

Potential Parties in Interest

SMATA - SINDICATO DE MECÁNICOS Y AFINES DEL TRANSPORTE AUTOMOTOR DE LA REPÚBLICA ARGENTINA	STATE ADMINISTRATION OF TAXATION SHANGHAI PUDONG NEW AREA TAXATION BUREAU FREE TRADE ZONE TAXATION BRANCH NO. 1 TAX OFFICE
SMR PLAST MET AUTO.TEC TURKEY PLS.A	STATE GRID HUITONG JINCAI (BEIJING
SNOP AUTOMOTIVE ITALY SRL	STATE GRID JIANGSU ELECTRIC POWER CO., LTD. WUXI POWER SUPPLY BRANCH
SOFRA YEMEK ĀĀRETĀ°M VE HĀ°ZMET A.ĀŽ	STATE REVENUE OFFICE (AMAZONAS)
SOGO S.P.A.	STATE REVENUE OFFICE (MATO GROSSO)
SOLERO TECHNOLOGIES PROSTEJOV S.R.O	STATE REVENUE OFFICE (PARĀ)
SOLUĀĀ•ES EM AĀĀO USIMINAS S/A	STATE REVENUE OFFICE (PARANĀ)
SOLUCOES EM ACO USIMINAS S.A.	STATE REVENUE OFFICE(ACRE)
SOLVERA GAWEL S.A.	STATE REVENUE OFFICE(ALAGOAS)
SOMPO AMERICA INSURANCE COMPANY	STATE REVENUE OFFICE(AMAPĀ)
SOMPO GUANGZHOU /PINGAN SHANGHAI	STATE REVENUE OFFICE(BAHIA)
SPEA SPA	STATE REVENUE OFFICE(CEARĀ)
SPECIALIZOVANÝ FINANĀNĀ UŘAD	STATE REVENUE OFFICE(DISTRITO FEDERAL)
SPJ ESPEJOS Y CABLES PARA AUTOMOCIO	STATE REVENUE OFFICE(MARANHĀO)
SPP CZ, A.S.	STATE REVENUE OFFICE(MINAS GERAIS)
SPRINGFIX HUNGARY KFT	STATE REVENUE OFFICE(PARĀIBA)
SSI SCHĀĀFER SYSTEMS INTERNATIONAL	STATE REVENUE OFFICE(PERNAMBUCO)
SSW GROUP	STATE REVENUE OFFICE(PIAUĀ)
ST MICROELECTRONICS SA	STATE REVENUE OFFICE(RIO DE JANEIRO)
ST. CLAIR TECHNOLOGIES INC.	STATE REVENUE OFFICE(RIO GRANDE DO SUL)
STADT BROTTRODE	STATE REVENUE OFFICE(RORAIMA)
STADT HEILBRONN	STATE REVENUE OFFICE(SĀO PAULO)
STADT NECKARSULM	STATUTORY ADJUSTMENTS
STADT REUTLINGEN	STEEL TECHNOLOGIES INC.
STAMPLAVRAS IND E COM DE PECAS META	STEFAN M. SELIG
STAMPLINE METAIS ESTAMPADOS LTDA	STEFANO SANCASSANI
STAMPTEC I C PECAS EST LTDA	STELLANTIS
STAR TECH PRECISION MOULD CO LTD	STELLANTIS EUROPE S.P.A.
STARR INDEMNITY & LIABILITY COMPANY	STELLANTIS GROUP
STARTEAM GLOBAL GERMANY GMBH	STMICROELECTRONICS
STARTEAM GLOBAL LIMITED	STMICROELECTRONICS ASIA PACIFIC
STAT S.P.A.	STMICROELECTRONICS ASIA PACIFIC PTE

Schedule 1

Potential Parties in Interest

STMICROELECTRONICS INTERNATIONAL NV	TANGER AUTOMOTIVE CITY
STRATEGIC VALUE PARTNERS (SVP)	TATA AIG GENERAL INSURANCE COMPANY LIMITED
STRATEGIC VALUE PARTNERS, LLC	TATA ELXSI LTD
STREDOSLOVENSKÁ• ENERGETIKA, A.S.	[CONFIDENTIAL]
STREPARAVA SPA	TATA TECHNOLOGIES, INC.
[CONFIDENTIAL]	TATSUTA CHEMICAL CO., LTD.
SUEDDEUTSCHE GELENKSCHIEBENFABRIK	[CONFIDENTIAL]
SUMISHO METALEX CO., LTD.	TAURON DYSTRYBUCJA SPOLKA AKCYJNA
SUMITOMO ELECTRIC INDUSTRIES, LTD.	TAUW ITALIA SRL
SUMITOMO ELECTRIC WIRING	TAX AGENCY CZECH REPUBLIC
SUMITRONICS CORPORATION	TAX OFFICE FOR SELECTED TAXPAYERS
SUMMERER TECHNOLOGIES GMBH & CO. KG	TAX OFFICE TRNAVA
SUN PACKAGING USA LLC	TDK CORPORATION
SUNDERLAND: GMB	TDK EUROPE GMBH
SUNLIT INDUSTRIES CO., LTD.	TE CONNECTIVITY BRASIL INDÚSTRIA DE
SUPERIOR FASTENINGS SYSTEM	TE CONNECTIVITY ELECTRONICS SPAIN S
SUZHOU INDUSTRIAL PARK	TE CONNECTIVITY INDIA PVT. LTD.
SUZHOU LINGFU ALUMINUM CO., LTD.	TE CONNECTIVITY ITALIA DISTRIBUTION
SUZHOU SHENGXIDUN ELECTRONICS TECHNOLOGY CO., LTD.	TE CONNECTIVITY SOLUTIONS GMBH
SUZHOU ZHONGJIE AUTOMOTIVE PARTS CO., LTD.	TECHALLIANCE GMBH
SUZUKI MOTOR CORPORATION	TECHNICAL SEALING SYSTEM POLAND SP.
SWISS REINSURANCE GROUP	TECHNIPLAST SP.Z.O.O.
SYNDICATE 2623/623 AT LLOYD'S (BEAZLEY)	TECNOMECCANICA CREVALCORE S.P.A.
SZP PLAST INDUSTRIES SP. Z O.O.	TECNOMECCANICA CREVALCORE S.R.L
T.A. AMERICA CORP.	TECNOMECCANICA S.P.A.
T.R.A TECHNOLOGY ROBOT AUTOMATION	TEKMART INTEGRATED MANUFACTURING SE
TADESAN S.L.	TEKNIA KALISZ SP.Z O.O.
TAES SRO	TEKSID
TAIYO YUDEN CO., LTD.	TEKSID IRON POLAND SP.ZOO
TAIZHOU XINTENG OIL PUMP CO.,LTD.	TELECOM ITALIA SPA
TAKESHI FUJII	TELEMATICS
TALENT SOLUTIONS, S.R.O.	TENAGA NASIONAL BERHAD
TANAGURA CITY	TENNECO CLEAN AIR SPAIN

Schedule 1

Potential Parties in Interest

TENNECO SISTEMAS AUTOMOTIVOS LTDA	THE FIRST TAXATION OFFICE OF SHANGHAI PUDONG NEW AREA TAXATION BUREAU, STATE ADMINISTRATION OF TAXATION
TENSHO ELECTRIC CO., LTD.	THE FIRST TAXATION OFFICE OF SHANGHAI XUHUI DISTRICT TAXATION BUREAU, STATE ADMINISTRATION OF TAXATION
TERMACO TERM. MAR. DE CONTAINERS E TERMACO TERMINAIS MARITIMOS DE CONT	THE GUNMA BANK, LTD.
TESLA	THE MATERIALS GROUP LLC
TESLA MOTORS, INC.	THE REVENUE DEPARTMENT
TESORERIA DE LA FEDERACION	THÜRINGER AUFBAUBANK
TEX FIBRAS IND. COM. ESCAP. AUT LTD	THYSSENKRUPP BRASIL LTDA
TEXAS INSTRUMENTS CHINA SALES LIMIT	THYSSENKRUPP MATERIALS IBERICA SA
TEXAS INSTRUMENTS EMEA SALES	THYSSENKRUPP MATERIALS POLAND S.A.
TEXAS INSTRUMENTS EMEA SALES GMBH	THYSSENKRUPP PRESTA CHEMNITZ GMBH
TEXAS INSTRUMENTS INCORPORATED	TIANJIN SANHUAN LUCKY NEW MATERIALS
TEXAS INSTRUMENTS SOUTHEAST ASIA PT	TIANMA MICRO ELECTRONICS HONG KONG
THAI CUSTOMS DEPARMENT	TIANMA MICRO-ELECTRONICS
THE FIRST TAX OFFICE OF SHANGHAI PUDONG NEW AREA FREE TRADE ZONE TAXATION BUREAU, STATE ADMINISTRATION OF TAXATION	TIANMA MICROELECTRONICS CO., LTD.
THE FIRST TAXATION OFFICE OF HUADU DISTRICT TAXATION BUREAU, GUANGZHOU CITY, STATE ADMINISTRATION OF TAXATION	TIBERINA GROUP
THE FIRST TAXATION OFFICE OF NANSHA DISTRICT TAXATION BUREAU, GUANGZHOU CITY, STATE ADMINISTRATION OF TAXATION	TIBERINA SANGRO S.R.L.
THE FIRST TAXATION OFFICE OF SHANGHAI CHANGNING DISTRICT TAXATION BUREAU, STATE ADMINISTRATION OF TAXATION	TIMOTHY J. FOX, JR.
THE FIRST TAXATION OFFICE OF SHANGHAI MINHANG DISTRICT TAXATION BUREAU, STATE ADMINISTRATION OF TAXATION	TMW CORPORATION
	TOCHIGI PREFACTURE

Schedule 1

Potential Parties in Interest

TOKAI DENKA KOGYO CO., LTD.
TOKAI KOGYO CO., LTD.
TOKIO MARINE EUROPE SA
TOKYO RADIATOR MFG. CO., LTD.
TOLEDO TOOL AND DIE
TOMASZ KRUPA
TOMIHISA WIRELESS ELECTRIC CO., LTD.
TONGZHI ELECTRONICS TECHNOLOGY (XIAMEN) CO., LTD.
TORCHLIGHT
TORNERIA AUTOMATICA ALFREDO
TORNERIA SERRA S.R.L.
TOSHIBA CORPORATION
TOSHIN CORPORATION
TOTAL GROUP ELIMINATION
TOTAL GROUP MANUAL JOURNALS
TO-TOP ELECTRONICS (SHENZHEN) COMPA
TOTTSER TOOL & MANUFACTURING INC
TOTTSER-IROQUOIS INDUSTRIES
TOWA ELECTRIC CO., LTD.
TOYO SEIKO CO., LTD.
TOYOTA MOTOR CORPORATION
TOYOTA TSUSHO ADVANCED ELECTRONICS (SHANGHAI) CO., LTD.
TPG INC.
TPM SRL
TR FASTENINGS LIMITED
TR ITALY S.P.A.
TRAFIME SPA
TRAMONTINA ELETRIK S.A
TRANSFER INTERNATIONAL STAFF, K.S.
TRANSMEC DE BORTOLI GROUP
TRANSPORTADORA NORTE DE CHIHUAHUA
TRANSPORTATION SOLUTIONS GROUP LLC DBA REDWOOD MULTIMODAL
TRANSPORTE EMPRESARIAL, ESCOLAR Y
TRANSPORTES TRANSLOVATO LTDA

TRANSPORTS CHAVENEAU BERNIS
TREND KURUMSAL HÄ°ZMETLER
TRIANGLE RUBBER CO., LLC.
TRINITY MFG S DE RL DE CV
TRUFORM MANUFACTURING LLC
TUA ASSICURAZIONI SPA
TUBIFICIO DI TERNI
TUBIFICIO DI TERNI S.R.L.
TUBOCERTO INDUSTRIA TREFILADOS LTDA
TUBOPARTES CONFORMACAO DE METAIS LT
TUGCELIK ALUMINYUM VE METAL
TUNISIAN TELECOM ELECTRIC INTERNATI
TURK METAL UNION
TYCO ELECTRONICS (SHANGHAI)CO.,LTD
UAB HELLA LITHUANIA
UACJ DONGYANGGUANG (SHAOGUAN) ALUMINUM SALES CO., LTD.
UACJ EXTRUSION CZECH S.R.O.
UBAE
UGLM
UILM-UIL
ULTINON MOTION DE IBERIA SL
ULTINON MOTION GERMANY GMBH
UMC ELECTRONICS CO., LTD.
UMICORE AG & CO. KG
UNI-CALSONIC CORP.
UNICORN ELECTRONIC (SHENZHEN)
UNIFRAX BRL LTDA
UNIFRAX EMISSION CONTROL
UNIFRAX I LLC
UNIGEL PLASTS SA
UNI-MECC SRL
UNIMED CAMPINAS COOPERATIVA DE TRAB
UNIMED LAVRAS COOP TRABALHO MED
UNIPRES CORPORATION

Schedule 1

Potential Parties in Interest

UNITED COMMUNICATIONS
UNIVERSAL DPL WUHU INDUSTRIAL CO.,L
UNIVERSAL GLOBAL TECHNOLOGY
UNIVERSAL SCIENTIFIC INDUSTRIAL
UNIVERSAL SCIENTIFIC INDUSTRIAL DE
UNIVERSAL SOMPO GENERAL INSURANCE COMPANY LIMITED
UNIVERSAL WUHU INDUSTRIAL
URZĄD MIASTA W SOSNOWCU
USA TAX OFFICE
USECAR LOCADORA DE VEĀ• CULOS S/A
USINAS SIDERURGICAS DE MINAS
UZAN ELEKTRIK MAK. OTOM.SAN.TIC.LTD
V. ALEXANDER & CO., INC.
VACUUM PROCESS MATERIAL LLC
VALEO
VALEO COMFORT DRIVING ASSISTANCE SYSTEMS (GUANGZHOU) CO., LTD.
VALEO JAPAN CORPORATION
VALEO NORTH AMERICA INC.
VALEO SC2N
VALEO TERMICO S.A.U.
VALOR HONG KONG CO LTD
VARITRONIX LTD
VARITRONIX(HEYUAN)DISPLAY TECHNOLOG
VECTOR ITALIA SRL
VEMA
VENDOR MYR
VENTANA SERRA S.A. DE C.V. (SIN RET
VERLAN S.A.
VESTIDURAS UNIVERSALES -
VHV GROUP
VIA OPTRONICS GMBH
VIA OPTRONICS LLC
VIBE RECRUIT

VIBRACOUSTIC SPAIN SAU
VISHAY AMERICAS INC
VISHAY EUROPE SALES GMBH
VISHAY INTERTECHNOLOGY ASIA PTE LTD
VISLAB
VISTEON
VISTEON JAPAN CO., LTD.
VITESCO AUTOMOTIVE CHANGCHUN CO LTD
VITESCO TECHNOLOGIES CZECH REPUBLI VITESCO TECHNOLOGIES (CHANGCHUN) CO., LTD.
VOICE DISPLAY COMPANY JAPAN CO., LTD.
VOLKSWAGEN AG
[CONFIDENTIAL]
VSP - KOVO S.R.O.
WAGNER AUTOMOTIV D.O.O GRADAĀEAC
WAI CHI OPTO TECHNOLOGY(SHENZHEN)LT
WASTE MANAGEMENT
WEERAWONG, CHINNAVAT & PARTNERS LTD.
WENTON INDUSTRIAL EQUIPMENT
WENZHOU HUAQIANG AUTO PARTS
WENZHOU HUAQIANG AUTO PARTS CO., LT
WETZEL S.A
WEWORK ITALY S.R.L
WHITE & CASE LLP
WHITE MARTINS GASES INDIS LTDA
WHITE MARTINS GASES INDUSTRIAIS LTD
WILHELM PLASTIC GMBH & CO. KG
WILLKIE FARR & GALLAGHER
WINTECH INC
WIPRO JAPAN
WIPRO LIMITED
WIPRO LIMITED FILIALE ITALIANA
WITZENMANN BRL LTD

Schedule 1

Potential Parties in Interest

WONDER AUTO (POLAND) CO LTD SPOLKA	WUXI TALKEY HEAT EXCHANGER TECHNOLOGY CO., LTD.
WOODPEL INDUSTRIA DE EMBALAGENS LTD	XGM CORPORATION LIMITED
WUHAN CHINA STAR OPTOELECTRONICS TE	XIANGYANG BAOJINSHAN HARDWARE PRODUCTS CO., LTD.
WUHAN DONGYA SYNTHESIS AUTOMOTIVE PARTS CO., LTD.	XIANGYANG GUANGJIA AUTOMOTIVE TRIM CO., LTD.
WUHAN ECONOMIC AND TECHNOLOGICAL DEVELOPMENT ZONE (HANNAN DISTRICT) TAXATION BUREAU OF THE STATE ADMINISTRATION OF TAXATION	XIANGYANG HIGH-TECH INDUSTRIAL DEVELOPMENT ZONE TAXATION BUREAU, STATE ADMINISTRATION OF TAXATION
WUHAN GUANGJIA AUTOMOTIVE TRIM CO., LTD.	XIAOGAN SANYANG PLASTIC TECHNOLOGY
WUHAN KOTEI INFORMATICS CO., LTD.	XINGLU INTERNATIONAL TRADE (SHANGHAI) CO., LTD.
WUHAN MINGKE PRECISION AUTOMOTIVE PARTS CO., LTD.	XIUZHUO AUTOMATION EQUIPMENT(HUBEI)
WUHU CHANGXIANG RUBBER AND PLASTIC	XPO TRANSPORT SOLUTIONS ITALY S.R.L
WUHU ECONOMIC AND TECHNOLOGICAL DEVELOPMENT ZONE TAXATION BUREAU, STATE ADMINISTRATION OF TAXATION	YAMASO CO., LTD.
WUHU FORESIGHT TECHNOLOGY CO. LTD	YAMAZAKI METAL INDUSTRIES CO., LTD.
WUHU FORESIGHT TECHNOLOGY CO., LTD.	YANFENG VISTEON AUTO ELECTRONICS
WUHU HAOXIN AUTO PARTS CO. LTD	YANTAI SHIJIE AUTOMOTIVE PARTS CO., LTD.
WUHU JINYI MACHINERY CO., LTD.	YANTAI SJM CO. LTD
WUHU PENGXIANG PACKAGING MATERIAL	YAZAKI CORPORATION
WUHU YUSEI PLASTIC MOLD CO., LTD	YAZAKI EUROPE LTD
WUS INTERNATIONAL COMPANY LIMITED	YAZAKI NORTH AMERICA INC.
WUS PRINTED CIRCUIT(KUNSHAN)	YEJIA OPTICAL TECHNOLOGY
WUXI GONGXIN HUMAN RESOURCES SERVICE CO., LTD.	YIJIN XIANGYANG INDUSTRIAL CO., LTD.
WUXI HIGH-TECH INDUSTRIAL DEVELOPMENT ZONE (WUXI XINWU DISTRICT) TAXATION BUREAU OF THE STATE ADMINISTRATION OF TAXATION	YOKOSUKA CITY
WUXI KEDE PACKAGING CO., LTD.	YONGHAO OPTIC & ELECTRONIC CO., LTD
WUXI LUHANG SHITONG SUPPLY CHAIN MANAGEMENT CO., LTD.	YOSHIMI CITY
WUXI NORMAN AUTOMOTIVE ELECTRONICS TECHNOLOGY CO., LTD.	YOUNG CONWAY STARGATT & TAYLOR LLP

Schedule 1

Potential Parties in Interest

YSP CORPORATION
YUE KI INDUSTRIAL CO., LTD.
YUSEI MOLD INC.
ZALESI AS
ZANNINI POLAND SP Z.O.O.
ZATORCAL S.L.U.
ZDENĀK PECHA
ZEIBINA KUNSTSTOFF-TECHNIK
ZES ZOLLNER ELECTRONIC SRL
ZF AUTOMOTIVE CZECH S.R.O.
ZF AUTOMOTIVE ITALIA S.R.L.
ZF CHASSIS TECHNOLOGY SA DE CV
ZF FRIEDRICHSHAFEN AG C WAGENFELD
ZF LEMFORDER TLM DIS TICARET LTD ST
ZF SACHS ITALIA SPA
ZHEJIANG BICOM OPOTICS CO., LTD
ZHEJIANG CENTURY HUATONG AUTOMOTIVE
ZHEJIANG SAIHAO INDUSTRIAL TRADE
ZHEJIANG SHENG'AN PRECISION TECHNOLOGY CO., LTD.
ZHEJIANG SIMTEK AUTO ELECTRONIC
ZHEJIANG TOSPO AUTOMOTIVE
ZHEJIANG WANXIANG MARELLI SHOCK ABSORBERS CO. LTD.
ZHEJIANG XINBAO AUTOMOTIVE
ZHEJIANG YONGXIN ELECTRIC CO., LTD.
ZHENGZHOU ECONOMIC AND TECHNOLOGICAL DEVELOPMENT ZONE TAXATION BUREAU OF THE STATE ADMINISTRATION OF TAXATION
ZHENGZHOU ZHUODA AUTOMOTIVE PARTS MANUFACTURING CO., LTD.

ZHONGLI NORTH AMERICA
ZHONGSHAN FORSTER INDUSTRIAL CO., LTD.
ZHUHAI XINHAO PRECISION ENGINEERING
ZKH INDUSTRIAL SUPPLY CO., LTD
ZKW LICHTSYSTEME GMBH
ZLĀN PRECISION S.R.O.
ZO OS KOVO AL JIHLAVA
ZO OS PRO LIBERTATE MAL
ZO OZ KOVO KOSIT
ZOLLNER ELECTRONIC (TAICANG) CO., L
ZOLLNER ELECTRONICS COSTA RICA LTDA
ZOLLNER ELECTRONICS INC
ZOLLNER ELEKTRONIK AG
ZOLLNER ELEKTRONIK GYARTO
ZOLLNER ELEKTRONIK GYARTO ES
ZURICH AMERICAN INSURANCE COMPANY
ZURICH ASEGURADORA ARGENTINA S.A.
ZURICH INSURANCE COMPANY LTD
ZZ GT 2021 [SOSNOWIEC]
ZZ METALOWCY [SOSNOWIEC]
ZZK SOLIDARNOŚĆ 80 [SOSNOWIEC]

Schedule 2

Relationship with Potential Parties in Interest

Schedule 2**Relationship with Potential Parties in Interest**

ACCENTURE SPA
AIG
[CONFIDENTIAL]
ALIXPARTNERS LLP
ALLIANZ
AMS
AMS-OSRAM AG
ANAQUA SERVICES INC
AON JAPAN
AON SPA
AOZORA BANK, LTD.
APOLLO GLOBAL MANAGEMENT, INC.
ARROW ELECTRONICS
AUO CORPORATION
AUTOLIV CO., LTD. (FORMERLY AUTOLIV JAPAN)
AVNET
AVNET K.K.
BAKER & MCKENZIE LLP
BASF
BEACON
BMW AG
BMW GROUP
BOSCH CORPORATION
BOSE AUTOMOTIVE LLC
CADENCE DESIGN SYSTEMS SRL
CHUBB
CITY HAMAMATSU
CITY OTSU
CITY SAITAMA
CITY YOKOHAMA
CMS SPA
COVESTRO
COVESTRO S.R.L.
DAIMARU KOGYO CO., LTD.
DAIMLER

DAVIS POLK & WARDWELL LLP
DEUTSCHE BANK
DEUTSCHE BANK AG
DEVELOPMENT BANK OF JAPAN INC. (DBJ)
DHL GLOBAL FORWARDING SP. ZOO
DIALOG
[CONFIDENTIAL]
ELEMATEC CO., LTD.
ELMOS SEMICONDUCTOR AG
ETAS GMBH BRANCH IN ITALY
FORESIGHT (MEXICO)
FUTABA CORPORATION
GENERAL MOTORS
GENPACT (UK) LIMITED
GENTHERM (DALIAN) CO., LTD.
GREENBERG TRAURIG
HAMAMATSU CITY
HDI GLOBAL SE
HENKEL LTDA
HIGHLY MARELLI JAPAN CORPORATION
HIRATSUKA CITY
HITACHI ASTEMO CO., LTD.
HOGAN LOVELLS LLP
HONDA
HONDA TRADING
HOULIHAN LOKEY
[CONFIDENTIAL]
HUAWEI TECHNOLOGIES CO., LTD.
HUAWEI TECHNOLOGIES CO.,LTD.
[CONFIDENTIAL]
[CONFIDENTIAL]
JFE SHOJI CORPORATION
JONES DAY
[CONFIDENTIAL]
KAGA ELECTRONICS CO., LTD.

Schedule 2**Relationship with Potential Parties in Interest**

KAGA FEI CO., LTD.
KINTETSU WORLD EXPRESS
LEAR
LG INNOTEK CO., LTD.
LITE-ON TECHNOLOGY (SHANGHAI)
LUMILEDS LLC
MA ALUMINUM CO., LTD.
MACNICA
MANPOWER
MANPOWERGROUP, S.R.O.
MARELLI AUTOMOTIVE SYSTEMS EUROPE PLC.
MARELLI CORPORATION
MARELLI HOLDINGS CO., LTD.
[CONFIDENTIAL]
[CONFIDENTIAL]
MERCEDES-BENZ
METLIFE MÃ©XICO, S.A. DE C.V.
MICROSOFT CORPORATION
MILBANK LLP
MITSUBA CORPORATION
MITSUBISHI
MITSUBISHI CHEMICAL CORPORATION
MITSUBISHI ELECTRIC EUROPE BV
MITSUBISHI ELECTRIC MOBILITY CORPORATION
[CONFIDENTIAL]
[CONFIDENTIAL]
[CONFIDENTIAL]
MIZUHO FINANCIAL GROUP, INC.
MOMENTIVE PERFORMANCE MATERIALS GMB
MORI HAMADA & MATSUMOTO
MS&AD

MURATA MANUFACTURING CORPORATION
NAGASE & CO., LTD.
NAGASHIMA OHNO & TSUNEMATSU
NEXPERIA B.V
NEXPERIA B.V.
NEXTY ELECTRONICS CORPORATION
NIDEC CORPORATION
NIFCO CORPORATION
NISHIMURA & ASAHI
NISSAN
NISSAN MOTOR
NISSAN MOTOR CO. LTD.
NISSAN MOTOR CO., LTD.
NORINCHUKIN BANK (NOCHU BANK)
OKAZAKI CITY
ON SEMICONDUCTOR LIMITED
PANASONIC AUTOMOTIVE SYSTEMS CO., LTD.
PANASONIC OPERATIONAL EXCELLENCE CO., LTD. (GLOBAL)
PAUL HASTINGS LLP
PAUL WEISS RIFKIND WHARTON & GARRISON
[CONFIDENTIAL]
PING AN INSURANCE GROUP
PJT PARTNERS
POLUS CAPITAL MANAGEMENT LIMITED
POSCO AAPC
PRICEWATERHOUSECOOPERS BUSINESS SER
PRICEWATERHOUSECOOPERS LLP
PRICEWATERHOUSECOOPERS LLP (PWC)
PROMA SPA
PWC ADVISORY LLC
RANDSTAD

Schedule 2**Relationship with Potential Parties in Interest**

RENAULT GROUP
RENESAS ELECTRONICS
RENESAS ELECTRONICS (SHANGHAI) CO.,
ROBERT BOSCH GMBH
ROHM CO., LTD. (KITA-KANTO 1ST SALES OFFICE)
SAITAMA CITY
[CONFIDENTIAL]
SIMPSON THACHER & BARTLETT LL
STELLANTIS
STELLANTIS GROUP
STRATEGIC VALUE PARTNERS (SVP)
STRATEGIC VALUE PARTNERS, LLC
[CONFIDENTIAL]
SUMISHO METALEX CO., LTD.
SUMITOMO ELECTRIC INDUSTRIES, LTD.
SUZUKI MOTOR CORPORATION
TALENT SOLUTIONS, S.R.O.
TDK CORPORATION
TENSHO ELECTRIC CO., LTD.
TESLA
THE GUNMA BANK, LTD.
TOKAI KOGYO CO., LTD.
TOSHIBA CORPORATION
TOYOTA MOTOR CORPORATION
UMC ELECTRONICS CO., LTD.
VALEO JAPAN CORPORATION
VISTEON
VISTEON JAPAN CO., LTD.
VOLKSWAGEN AG
WHITE & CASE LLP

WIPRO LIMITED
YAZAKI CORPORATION
ZF FRIEDRICHSHAFEN AG C WAGENFELD
ZURICH INSURANCE COMPANY LTD

The Debtors recently provided PwC LLC with the list of Potential Parties in Interest and PwC LLC will file a supplemental declaration with the Court to the extent of any additional relationships to be disclosed.

EXHIBIT C

Engagement Letter

Addendum to the Advisory Services Agreement

This Addendum to the Advisory Services Agreement dated December 23, 2024, the Addendum to the Advisory Services Agreement dated January 10, 2025, the Addendum to the Advisory Service Agreement dated January 21, 2025, the Addendum to the Advisory Service Agreement dated January 27, 2025 and the Addendum to the Advisory Service Agreement dated April 16, 2025 (collectively, the “Agreement”) is entered into by and between Marelli Holdings Co., Ltd. (the “Client”) and PwC Advisory LLC (“PwC”). The parties agree as follows:

Article 1 (Extension of Term)

The Term set out in Article 5 of the Agreement shall be extended as follows:

[Before Extension]

PwC will perform the Advisory Services from November 1, 2024 to June 30, 2025 (such period, the “Service Period”). Any extension of the Service Period shall be determined upon consultation between the parties.

[After Extension]

PwC will perform the Advisory Services from November 1, 2024 to September 30, 2025 (such period, the “Service Period”). Any extension of the Service Period shall be determined upon consultation between the parties.

Article 2 (Change in Purpose)

Provision 1 (Purpose) of the Agreement shall be amended as follows:

[Before Amendment]

This Agreement is a “*jun inin*” contract which purpose is to set forth the terms and conditions under which PwC shall provide Advisory Services in connection with the Client’s bank communications and relationship management (the “Project”) for gaining agreements between the bank lenders and the Client regarding the rescheduling of loan repayments/ interest payments to maintain cash flow and the subsequent repayment plan based on the new business plan, including but not limited to a consensual deal with the debt (in whole or in part), either rescheduled, refinanced or restructured, without limitation on the form of the transaction (the “Successful Completion of the Rescheduling Process”).

[After Amendment]

This Agreement is a “*jun inin*” contract which purpose is set forth the terms and conditions under which PwC shall provide Advisory Services in connection with the Client’s bank communications and relationship management (the “Project”) for gaining agreements between the bank lenders and the Client concerning the rescheduling of loan repayments/ interest payments to maintain cash flow and the subsequent repayment plan based on the new business plan, including but not limited to a consensual deal with the debt (in whole or in part), either rescheduled, refinanced or restructured, or the consummation of a Chapter 11 plan or a similar transaction (the “Successful Completion of the Rescheduling Process”).

Article 3 (Change in the Scope of Services)

The Scope of Advisory Services set out in Provision 2.1 of the Agreement shall be amended as follows:

[Before Amendment]

- (a) Support the Client for Successful Completion of the Rescheduling Process as defined above, including but not limited to the following:
- (1) Advice on business and repayment plan acceptable to Japanese banks
 - (2) Support for consultations / Q&A coordination with major banks
 - (3) Support for raising funds through the use of the back up facility (either amending existing facility or by preparing a new facility)
 - (4) Support for the examination and implementation of communication strategies with each bank to obtain consent, etc.
- (b) In relation to the above, support the Client to conduct necessary explanations to and negotiations with key stakeholders, including but not limited to the following:
- (1) Advice on negotiations with Mizuho, DBJ, other Japanese lenders, SVP, Deutsche Bank / MBK consortium, Nissan, etc.
 - (2) Review and provide comments for revisions to the materials prepared by the Client or other advisors.

*Limitations on support provided by PwC

- (1) The above assumes that the Client or other advisors besides PwC will prepare the cash flow, business plan and repayment plan that are necessary and sufficient for the internal approval of the Japanese lenders.
- (2) Support of preparing the cash flow, business plan and repayment plan for the negotiations with the Japanese lenders is not included in the Advisory Service.

[After Amendment]

(a) **For the period from November 1, 2024 to June 30, 2025:**

Support the Client for Successful Completion of the Rescheduling Process as defined above, including but not limited to the following:

- (1) Advice on business and repayment plan acceptable to Japanese banks
- (2) Support for consultations / Q&A coordination with major banks
- (3) Support for raising funds through the use of the back up facility (either amending existing facility or by preparing a new facility)
- (4) Support for the examination and implementation of communication strategies with each bank to obtain consent, etc.

(b) **For the period from November 1, 2024 to June 30, 2025:**

In relation to the above, support the Client to conduct necessary explanations to and negotiations with key stakeholders, including but not limited to the following:

- (1) Advice on negotiations with Mizuho, DBJ, other Japanese lenders, SVP, Deutsche Bank / MBK consortium, Nissan, etc.
- (2) Review and provide comments for revisions to the materials prepared by the Client or other advisors.

*Limitations on support provided by PwC

- (1) The above assumes that the Client or other advisors besides PwC will prepare the cash flow, business plan and repayment plan that are necessary and sufficient for the internal approval of the Japanese lenders.
- (2) Support of preparing the cash flow, business plan and repayment plan for the negotiations with the Japanese lenders is not included in the Advisory Service.

(f) For the period from July 1, 2025 to September 30, 2025:

Support the Client for Successful Completion of the Rescheduling Process (which, for the purposes of the Scope of the Advisory Service from July 1, 2025 to September 30, 2025, refers to the successful completion of the Chapter 11 process) , including but not limited to the following:

- (1) Advice on business and repayment plan acceptable to Japanese banks
- (2) Support for consultations / Q&A coordination with major banks
- (3) Support for the examination and implementation of communication strategies with each bank to obtain consent, etc.

(g) For the period from July 1, 2025 to September 30, 2025:

In relation to the above, support the Client to conduct necessary explanations to and negotiations with key stakeholders, including but not limited to the following:

- (1) Advice on negotiations with Mizuho, DBJ, other Japanese lenders, SVP, Deutsche Bank / MBK consortium, Nissan, main suppliers, etc.
- (2) Review and provide comments for revisions to the materials prepared by the Client or other advisors.

*Limitations on support provided by PwC

- (1) The above assumes that the Client or other advisors besides PwC will prepare the cash flow, business plan and repayment plan that are necessary and sufficient for the internal approval of the Japanese lenders.
- (2) Support of preparing the cash flow, business plan and repayment plan for the negotiations with the Japanese lenders is not included in the Advisory Service.

Article 4 (Change in the Fees)

The following clause shall be added to the Fees set out in Provision 6.1 of the Agreement:

(f) Monthly Fixed Fee for the term from July 1, 2025 to September 30, 2025

The Client agrees to pay PwC a monthly fixed fee for the advisory services outlined in Provision 2 (Scope of Advisory Service) of the Engagement Letter. The monthly fee is set at JPY 22,000,000 for July and August, and JPY 17,000,000 for September. This fee is inclusive of all services described in sections (f) and (g).

The Fixed Monthly Fee arrangement outlined in this Addendum shall remain in effect only up to September 30, 2025. Prior to this date, the Client and the Advisor (PwC) shall engage in good faith negotiations to discuss the potential extension of the Service Period and any adjustments to the Monthly Fixed Fee. Any agreed-upon extensions or fee adjustments shall be documented in a subsequent written addendum to this Agreement.

As stipulated in Clause 13.4 of the original Agreement, either party may terminate this Agreement by providing thirty (30) days' prior written notice to the other party. Notwithstanding Provision 13.7 of the Agreement, in the event of termination by the Client in accordance with Provision 13.4 of the Agreement, the Client shall be responsible for the payment of the full amount of the Fixed Monthly Fee for the month in which the effective termination date falls, regardless of the specific termination date within that month.

Article 5 (Surviving Articles)

Other articles in the Agreement not affected by this Addendum shall remain in full force and effect.

Article 6 (Effective Date)

This Addendum shall be effective from June 30, 2025, regardless of the date it was executed.

IN WITNESS WHEREOF, the parties hereto execute this Addendum by affixing their respective signatures and/or seals, manually or electronically, and each party retains the hard copy or the electronic record thereof.

Client:  Signed by:
76E3C3269EF6439...
Alanna Abrahamson
Executive Vice President & Chief Financial Officer
Marelli Holdings Co., Ltd.
2-19-4 Miyaharacho, Kita-ku, Saitama-city,
Saitama 331-0812, Japan

PwC:  Signed by:
2EBF982EB40A427...
Shinsuke Suzuki
Chief Executive Officer
PwC Advisory LLC
Otemachi Park Building
1-1-1 Otemachi, Chiyoda-ku
Tokyo 100-0004, Japan

Date: 11.07.2025

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